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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange  
**02/19/2019** at 08:00:00 AM  
Clerk of the Superior Court  
By Lourdes Mora, Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF ORANGE**

30-2019-01052834-CU-WT-CJC Judge Walter Schwarm

10 AMBER PERRY, an individual,

11 Plaintiff,

12 vs.

13 CHARGERS FOOTBALL COMPANY,  
14 LLC, a California limited liability company;  
15 JIM RUSHTON, an individual, and DOES  
1 through 20 inclusive,

16 Defendants.

**COMPLAINT FOR DAMAGES**

1. **Gender Discrimination**
2. **Hostile Work Environment Harassment**
3. **Failure to Prevent Discrimination and Harassment**
4. **Wrongful Termination in Violation of Public Policy**
5. **Failure to Pay All Wages Upon Separation of Employment**
6. **Failure to Comply with Consolidated Omnibus Budget Reconciliation Act Notice and Election Procedures**
7. **Failure to Provide Accurate Itemized Wage Statements (Lab. Code §226)**
8. **Declaratory Relief**

**JURY TRIAL REQUESTED**

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25 Plaintiff AMBER PERRY (“Plaintiff”) hereby brings this Complaint against Defendants  
26 CHARGERS FOOTBALL COMPANY, a limited liability company, and JIM RUSHTON, an  
27 individual; and DOES 1 through 20 inclusive (collectively referred to herein as “Defendants”) and  
28 alleges as follows:

1 **PARTIES, VENUE, AND GENERAL ALLEGATIONS**

2 1. Plaintiff is, and at all relevant times herein has been, an individual residing in Los  
3 Angeles, California.

4 2. Plaintiff is informed and believes, and on that basis alleges that Defendant  
5 CHARGERS FOOTBALL COMPANY, LLC, aka the Los Angeles Chargers, (“LAC”) is a  
6 California limited liability company with its principal place of business in Orange County,  
7 California.

8 3. Plaintiff is informed and believes, and on that basis alleges that Defendant Jim  
9 Rushton is an individual residing in Los Angeles, California.

10 4. Plaintiff was employed by LAC in Orange County at all times relevant to this  
11 Complaint.

12 5. The acts and omissions complained of herein all occurred in Orange County,  
13 California.

14 6. Pursuant to California Code of Civil Procedure §395(a), venue is proper in the  
15 above-entitled Court, because all facts giving rise to the causes of action stated herein arose in  
16 Orange County, California.

17 7. Plaintiff is informed and believes, and on that basis alleges that at all times  
18 material herein, Defendants were employers covered by the Fair Employment and Housing Act  
19 (“FEHA”), the California Labor Code (“Labor Code”), and the California Government Code  
20 (“Government Code”).

21 8. The true names and capacities, whether a corporation, agent, individual, or  
22 otherwise, of defendants DOES 1 through 20, are unknown to Plaintiff, who therefore sues said  
23 defendants by such fictitious names. Each defendant designated herein as a DOE is negligently or  
24 otherwise legally responsible in some manner for the events and happenings referred to herein  
25 and thereby proximately caused injuries and damages to Plaintiff as alleged herein. Plaintiff will  
26 seek leave of Court to amend this Complaint to show their names and capacities when the same  
27 have been ascertained.

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1           b.     Perry was required work on New Years Day, but Rushton allowed male  
2 employees to have the day off without using accrued vacation.

3           c.     Male sales manager had company credit cards, but LAC would not issue  
4 one to Perry.

5           d.     Male employees were allowed to use Apple computers, which made it  
6 much easier to do their job (especially for marketing), while Perry was forced to use a slow,  
7 outdated PC despite her many requests for an Apple computer.

8           e.     Rushton would make time to have working lunches with male employees  
9 in Perry's department, but never with Perry.

10          f.     On game days, Rushton would sit down with each male salesperson and  
11 ask them what clients would be at the game so that he could introduce himself. He never asked  
12 Perry about her clients.

13          g.     During meetings, Rushton would ignore Perry's questions and/or  
14 comments or answer them in a hostile fashion.

15          h.     Rushton would fail to show up for scheduled meetings with Perry without  
16 any notification.

17          i.     Rushton would ignore Perry's emails.

18          j.     Rushton degraded Perry in front of coworkers and clients.

19         17.     In addition to the above blatant acts of discrimination, Rushton refused to provide  
20 Perry with the resources and tools she needed to succeed at her job, and refused to offer her the  
21 guidance, input and feedback that he afforded to male employees. Rushton further demeaned and  
22 humiliated Perry by text messaging her before meeting with Department Heads instructing her as  
23 to exactly what to say. He further required Perry to filter any comments and/or questions for  
24 other team members through their assistants, thereby prohibiting any direct contact with team  
25 members. No male employees were subjected to the lack of confidence, humiliation and denial of  
26 access that Perry was.

27         18.     Although it was part of her job description to hire and train salespeople to report  
28 to her, Rushton refused to allow Perry to play any meaningful part of the hiring process. In fact,

1 he either refused to meet with, or cut short interviews with her female candidates and instead,  
2 hired a male candidate of his own choosing. At every available opportunity, Rushton reduced the  
3 role in which Perry was hired to perform and shifted her responsibilities to male employees.

4 19. On or about February 22, 2018, Rushton terminated Perry's employment with no  
5 prior warning. During the termination, Rushton only offered her two (2) weeks' pay as severance  
6 even though the Chief Marketing Officer told Perry that any Vice Presidents, such as herself,  
7 usually receive at least a few months pay and a warning and performance improvement plan prior  
8 to termination. Not surprisingly, Perry was never issued a warning, or placed on any performance  
9 improvement plan prior to her sudden termination.

10 20. Perry is informed and believes, and on that basis alleges, that LAC hired a male  
11 employee to perform Perry's job duties.

12 21. Had Perry not been discriminated against and ultimately wrongfully terminated,  
13 LAC would have paid Perry her Fiscal Year 2017 bonus and performance bonus.

14 22. When LAC terminated Perry's employment it refused and failed to provide her  
15 paperwork regarding continuous and uninterrupted health coverage consistent with requirements  
16 of Consolidated Omnibus Budget Reconciliation Act ("COBRA").

17 23. Defendants acted willfully and with conscious disregard for the rights of Perry.  
18 Moreover, Defendants authorized and ratified the harassment and gender discrimination by  
19 allowing Rushton's behavior to continue and terminating Perry's employment. Perry is informed,  
20 believes, and thereon alleges that at all relevant times, her supervisors were acting within the  
21 scope of their employment and at the direction of LAC when the decision to terminate Perry was  
22 made. LAC knew in advance that, as a consequence of Perry's termination, her rights were being  
23 violated.

24 24. On or about October 2, 2018, Plaintiff filed a Charge of Discrimination with the  
25 Department of Fair Employment and Housing against Defendants. On October 2, 2018, Plaintiff  
26 obtained a Right-to-Sue Notice authorizing Plaintiff to institute this action. The charge and right  
27 to sue letter is attached hereto at Exhibit A.

28 25. To date, Perry has not received all wages to which she is entitled.



1 mental distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, pain and  
2 suffering.

3 35. Defendants' acts were malicious, oppressive or fraudulent with intent to vex,  
4 injure, annoy, humiliate and embarrass Plaintiff, in conscious disregard of the rights and safety of  
5 Plaintiff and other employees of LAC, and in furtherance of Defendant's ratification of the  
6 wrongful conduct of the employees of LAC. Accordingly, Plaintiff is entitled to recover punitive  
7 damages from LAC.

8 36. As a result of Defendants' acts and conduct, as alleged herein, Plaintiff is entitled  
9 to reasonable attorneys' fees and costs of suit.

## 10 **SECOND CAUSE OF ACTION**

### 11 **Hostile Work Environment Harassment**

#### 12 **(Against All Defendants and Does 1 through 20)**

13 37. Plaintiff hereby incorporates by reference the allegations in the paragraphs above  
14 as though fully set forth herein.

15 38. All of the above conduct was unwelcome and was directed towards Plaintiff  
16 based on her sex. All of the above conduct constitutes harassment and was part of an ongoing and  
17 continuous pattern of conduct.

18 39. At all times relevant to this matter the FEHA and Cal. Govt. Code §12940 were  
19 in full force and effect and binding on Defendants. Plaintiff was subjected to unwanted harassing  
20 conduct because of her sex. This harassing conduct was conducted by Defendants and managing  
21 agents LAC who created an environment that, among other things, tolerated and encouraged  
22 harassment against Plaintiff because of her sex and materially and negatively impacted the terms  
23 and conditions of Plaintiff's employment.

24 40. A reasonable person in Plaintiff's circumstances would have considered the  
25 work environment to be hostile and/or abusive. The environment of harassment was  
26 severe and pervasive.

27 41. All of the above conduct caused Plaintiff to perceive her work environment as  
28 intimidating, severe, hostile, abusive, pervasive and offensive.



1 employment practice for an employer to fail to take all reasonable steps necessary to prevent  
2 discrimination and harassment from occurring.

3 51. Plaintiff was subjected to discrimination and harassment because of her sex.

4 52. LAC failed to take reasonable steps to prevent the discrimination and/or  
5 harassment. Such conduct is in violation of Cal. Govt. Code §12900 et seq. and has resulted in  
6 damage and injury to Plaintiff as alleged herein.

7 53. As a proximate result of the wrongful conduct of Defendants, Plaintiff has  
8 suffered and continues to sustain substantial losses in earnings and other employment benefits in  
9 an amount according to proof at the time of trial.

10 54. As a proximate result of the wrongful conduct of Defendants, Plaintiff has  
11 suffered humiliation, emotional distress, and mental pain and anguish, all to Plaintiff's damage in  
12 an amount according to proof at the time of trial.

13 55. In doing the acts herein alleged, LAC acted willfully with oppression, fraud, and  
14 malice, and in conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to  
15 punitive damages in an amount to be determined at trial according to proof.

16 56. Plaintiff has also incurred and continues to incur attorney's fees and legal  
17 expenses in an amount according to proof at the time of trial.

18 **FOURTH CAUSE OF ACTION**

19 **Wrongful Termination in Violation of Public Policy**

20 **(Against Defendant LAC and Does 1 through 20)**

21 57. Plaintiff hereby incorporates by reference the allegations in the paragraphs above  
22 as though fully set forth herein.

23 58. The discharge of Plaintiff by Defendants violates fundamental principles of public  
24 policy in that there is a substantial and fundamental policy against terminating employees for  
25 unlawful purposes, including on account of an employee's sex, under the Constitution and laws of  
26 the State of California.







1 **EIGHTH CAUSE OF ACTION**

2 **Declaratory Relief – *Cal. Code of Civ. Proc. § 1060***

3 **(Against Defendant LAC and Does 1 through 20)**

4 81. Plaintiff hereby incorporates by reference the allegations in the paragraphs above  
5 as though fully set forth herein.

6 82. *Cal. Gov. Code §12920* sets forth the public policy of the State of California as  
7 follows:

8 “It is hereby declared as the public policy of this state that it is necessary to protect  
9 and safeguard the right and opportunity of all persons to seek, obtain, and hold  
10 employment without discrimination or abridgment on account of race, religious  
11 creed, color, national origin, ancestry, physical disability, mental disability, medical  
condition, genetic information, marital status, sex, gender, gender identity, gender  
expression, age, or sexual orientation.

12 It is recognized that the practice of denying employment opportunity and  
13 discriminating in the terms of employment for these reasons foments domestic  
14 strife and unrest, deprives the state of the fullest utilization of its capacities for  
development and advancement, and substantially and adversely affects the interests  
of employees, employers, and the public in general.

15 Further, the practice of discrimination because of race, color, religion, sex, gender,  
16 gender identity, gender expression, sexual orientation, marital status, national  
17 origin, ancestry, familial status, source of income, disability, or genetic information  
in housing accommodations is declared to be against public policy.

18 It is the purpose of this part to provide effective remedies that will eliminate these  
19 discriminatory practices. This part shall be deemed an exercise of the police power  
20 of the state for the protection of the welfare, health, and peace of the people of this  
state.”

21 83. *Cal. Gov. Code §12920.5* embodies the intent of the California legislature and  
22 states, “[i]n order to eliminate discrimination, it is necessary to provide effective remedies that  
23 will both prevent and deter unlawful employment practices and redress the adverse effects of  
24 those practices on aggrieved persons. To that end, this part shall be deemed an exercise of the  
25 Legislature's authority pursuant to Section 1 of Article XIV of the California Constitution.”

26 84. Moreover, *Cal. Gov. Code §12921*, subdivision (a) says in pertinent part, “[t]he  
27 opportunity to seek, obtain, and hold employment without discrimination because of race,  
28 religious creed, color, national origin, ancestry, physical disability, mental disability, medical

1 condition, genetic information, marital status, sex, gender, gender identity, gender expression,  
2 age, or sexual orientation is hereby recognized as and declared to be a civil right.”

3 85. An actual controversy has arisen and now exists between Plaintiff and Defendants  
4 concerning their respective rights and duties as it is believed that Defendant may allege  
5 that Plaintiff’s termination was based on a non-discriminatory, legitimate reason and Plaintiff’s,  
6 sex and/or gender among other issues Plaintiff alleged above, were not a substantial motivating  
7 factor for the decision to terminate Plaintiff or any factor whatsoever. Plaintiff contends that the  
8 reason given by Defendants was a pretext to mask its true reason(s) for terminating Plaintiff.  
9 Plaintiff is informed and believes, and on that basis alleges, that Defendants shall dispute  
10 Plaintiff’s contention and shall assert its reason was non-discriminatory and legitimate.

11 86. Pursuant to *Cal. Code of Civ. Proc.* §1060, Plaintiff desires a judicial  
12 determination of Plaintiff’s rights and duties, and a declaration that his membership in protected  
13 classes and engagement in protected activity were substantial motivating factors in Defendants’  
14 decision to terminate Plaintiff.

15 87. A judicial declaration is necessary and appropriate at this time under the  
16 circumstances in order that Plaintiff, for Plaintiff and on behalf of employees of the State of  
17 California and in conformity with the public policy of the State, obtain a judicial declaration of  
18 the wrongdoing of Defendants and to condemn such discriminatory employment policies or  
19 practices.

20 88. A judicial declaration is necessary and appropriate at this time such that  
21 Defendants may also be aware of its obligations under the law to not engage in discriminatory  
22 practices and violate the law.

23 89. *Cal. Gov. Code* §12965(b) provides that an aggrieved party, such as the Plaintiff  
24 herein, may be awarded reasonable attorney's fees and costs. Such fees and costs expended by an  
25 aggrieved party may be awarded for the purpose redressing, preventing, or deterring  
26 discrimination.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment as follows:

3 1. For general damages and compensatory damages in an amount according to proof,  
4 together with prejudgment interest;

5 2. For special damages;

6 3. For compensatory damages according to proof, including past and future lost  
7 earnings and other employment benefits, costs of seeking other employment and for damages for  
8 emotional distress, humiliation and mental anguish;

9 4. For interest at the legal rate from the date of injury or pursuant to Code of Civil  
10 Procedure section 3287;

11 5. For all damages available for violation of the FEHA;

12 6. For all damages and penalties available for violations of the Labor Code;

13 7. For an award of attorney's fees pursuant to the FEHA, the Labor Code,  
14 Government Code section 12965(b), and any other applicable provisions of California statutory or  
15 common law;

16 8. For costs of suit incurred;

17 9. For punitive and exemplary damages, according to proof; and

18 10. For any other and further relief as the Court deems just and proper.

19 11. **On the Eighth Cause of Action:**

20 That Defendants, their successors, agents, representatives, employees and all persons who  
21 act in concert with said Defendants be permanently enjoined from committing any acts of  
22 discrimination, retaliation, or other similar acts, including the violations alleged in all of the  
23 Causes of Action herein and as are prohibited by the Fair Employment and Housing Act,  
24 California Government Code §§12900 - 12996, including the following affirmative relief:

25 (a) for an injunction restraining Defendants from continuing or maintaining any  
26 policy, practice, custom or usage which is retaliatory/discriminatory in nature against any  
27 employee exercising his/her rights under the California Fair Employment and Housing Act  
28 ("FEHA");

1 (b) for an injunction restraining Defendants along with its supervising  
2 employees, agents and all those subject to its control or acting in concert with it from causing,  
3 encouraging, condoning or permitting the practice of retaliation/discrimination and willful  
4 violations of FEHA;

5 (c) for affirmative relief requiring Defendants to conduct training of all  
6 employees to “sensitize” them to the harmful nature of retaliating/discriminating against an  
7 employee exercising his/her rights under FEHA. The proposed plan of education and training  
8 should also include violation training and detection, and correction and prevention of such  
9 retaliatory/discriminatory practices;

10 (d) for affirmative relief requiring Defendants to notify all employees and  
11 supervisors, through individual letters and permanent postings in prominent locations in all offices  
12 that retaliation violates the California Fair Employment and Housing Act and the consequences of  
13 violation of such laws and policies;

14 (e) for affirmative relief requiring Defendants to post a notice at those  
15 businesses located in the State of California in which Defendants have at least ten percent (10%)  
16 ownership interest, stating that Defendants violated the FEHA, and specifying the remedies in this  
17 injunction, and provide proof to the Court, within one-hundred (100) days of the Court’s order that  
18 such posting has occurred;

19 (f) for affirmative relief requiring Defendants to develop clear and effective  
20 policies and procedures for employees complaining of retaliation or violations of FEHA so they  
21 may have their complaints promptly and thoroughly investigated (by a neutral fact finder) and  
22 informal as well as formal processes for hearing, adjudication and appeal of the complaints; and

23 (g) for affirmative relief requiring Defendants to develop appropriate sanctions  
24 or disciplinary measures for supervisors or other employees who are found to have committed  
25 retaliatory acts, including warnings to the offending person and notations in that person's  
26 employment record for reference in the event future complaints are directed against that person,

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1 and dismissal where other measures fail.

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Dated: February 18, 2019

BAKER LAW GROUP, LLP



By \_\_\_\_\_  
Michelle B. Baker  
Attorneys for Plaintiff *Amber Perry*

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated: February 18, 2019

BAKER LAW GROUP, LLP

By   
\_\_\_\_\_  
Michelle B. Baker  
Attorneys for Plaintiff *Amber Perry*

# **EXHIBIT A**



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

October 2, 2018

Amber Perry  
1337 Berkeley Street, Unit 6  
Santa Monica, California 90404

RE: **Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 201810-03755702  
Right to Sue: Perry / Los Angeles Chargers et al.

Dear Amber Perry,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective October 2, 2018 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing



1 **Complainant experienced retaliation** because complainant reported or resisted  
2 any form of discrimination or harassment, participated as a witness in a  
3 discrimination or harassment claim and as a result was terminated, denied hire or  
4 promotion, reprimanded, denied equal pay, demoted, asked impermissible non-job-  
5 related questions, denied the right to wear pants, denied a work environment free of  
6 discrimination and/or retaliation, denied any employment benefit or privilege, failed  
7 to give equal considerations in making employment decisions.

8 **Additional Complaint Details:** Perry began employment with LAC on July 10, 2017  
9 as Vice President Integrated Media Sales. In this position, she developed market  
10 strategies for sales organization, created content for monetization across multiple  
11 platforms and trained the current sales team on cross-platform selling.

12 Almost immediately upon her hire, it became apparent that Perry’s supervisor, Jim  
13 Rushton (“Rushton”), the Senior Vice President/Chief Revenue Officer, singled her  
14 out for disparate treatment due to her gender. In addition to leaving her out of  
15 meetings, dinners and events like the Super Bowl, that someone in her position  
16 would routinely attend, Rushton applied a different set of rules and expectations to  
17 Perry than to the male employees in the office. Specifically,

18 o Perry was required to follow a strict dress code of dresses and heels, while  
19 male employees were allowed to wear jeans and tennis shoes.

20 o Perry was required work on New Years Day, but Rushton allowed male  
21 employees to have the day off without using accrued vacation.

22 o Male sales manager had company credit cards, but LAC would not issue one  
23 to Perry.

24 o Male employees were allowed to use Apple computers, which made it much  
25 easier to do their job (especially for marketing), while Perry was forced to use a  
26 slow, outdated PC despite her many requests for an Apple computer.

27 o Rushton would make time to have working lunches with male employees in  
28 Perry’s department, but never with Perry.

o On game days, Rushton would sit down with each male salesperson and ask  
them what clients would be at the game so that he could introduce himself. He never  
asked Perry about her clients.

- 1 o During meetings, Rushton would ignore Perry's questions and/or comments
- 2 or answer them in a hostile fashion.
- 3 o Rushton would fail to show up for scheduled meetings with Perry without any
- 4 notification.
- 5 o Rushton would ignore Perry's emails.
- 6 o Rushton degraded Perry in front of coworkers and clients.

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8  
9 In addition to the above blatant acts of discrimination, Rushton refused to provide  
10 Perry with the resources and tools she needed to succeed at her job, and refused to  
11 offer her the guidance, input and feedback that he afforded to male employees.  
12 Rushton further demeaned and humiliated Perry by text messaging her before  
13 meeting with Department Heads instructing her as to exactly what to say. He further  
14 required Perry to filter any comments and/or questions for other team members  
15 through their assistants, thereby prohibiting any direct contact with team members.  
16 No male employees were subjected to the lack of confidence, humiliation and denial  
17 of access that Perry was.

18  
19 Although it was part of her job description to hire and train salespeople to  
20 report to her, Rushton refused to allow Perry to play any meaningful part of the hiring  
21 process. In fact, he either refused to meet with, or cut short interviews with her  
22 female candidates and instead, hired a male candidate of his own choosing. At  
23 every available opportunity, Rushton reduced the role in which Perry was hired to  
24 perform and shifted her responsibilities to male employees.

25  
26 On or about February 22, 2018, Rushton terminated Perry's employment with no  
27 prior warning. During the termination, Rushton again showed his discriminatory bias  
28 towards Perry as he only offered her two (2) weeks' pay as severance even though  
the Chief Marketing Officer told Perry that any Vice Presidents, such as herself,  
usually receive at least a few months pay and a warning and performance  
improvement plan prior to termination. Not surprisingly, Perry was never issued a  
warning, or placed on any performance improvement plan prior to her sudden  
termination. Perry is informed and believed that LAC hired a male employee to  
perform Perry's job duties.

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3 Had Perry not been discriminated against and ultimately wrongfully terminated, LAC  
4 would have paid Perry her FY 2017 bonus and performance bonus.

5  
6 It is clear that Rushton harbored a discriminatory animus against Perry due to her  
7 gender and as a result, subjected her to disparate treatment and a hostile work  
8 environment, and wrongfully terminated her employment. We believe a jury will find  
9 this as well. Perry's many claims are discussed in detail below.

10 The Fair Employment & Housing Act's ("FEHA") prohibition on discrimination based  
11 on sex includes discrimination on the basis of gender. California Gov't Code  
12 §12926. LAC discriminated against Perry because of her gender by systematically  
13 singling her out for unfair treatment, downgrading her authority, position, and  
14 responsibilities and ultimately, terminating her employment. As explained in detail  
15 above, Jim Rushton methodically excluded Perry from working lunches, dinners and  
16 events, humiliated her in front of coworkers and clients and subjected her to an  
17 entirely different set of rules and standards than her male counterparts. In addition,  
18 Rushton ignored Perry's questions and comments or responded with hostility,  
19 denied her professional development opportunities, and prohibited her from  
20 interacting with leadership and other team members. While there were few women  
21 on Perry's level at LAC to begin with, Perry was denied opportunities for  
22 advancement that her male coworkers were afforded and was consistently put down,  
23 ridiculed, and humiliated by Rushton.

24  
25 Ultimately, LAC terminated Perry's employment due to her gender, as substantial  
26 efforts were made to encourage and promote the employment opportunities of the  
27 male staff while simultaneously degrading and humiliating Perry. LAC's contention  
28 that she was terminated for performance is clearly pretextual, as Perry performed  
exceptionally well throughout her tenure with LAC and was never issued any type of  
warning and/or put on a performance improvement plan prior to her sudden  
termination. Not surprisingly, Perry's job was replaced with a male employee.  
Clearly, Perry was terminated due to her gender, as had she not been a woman, she  
would have retained her job.

1  
2 It unlawful for an employer or any other person, because of a person's sex, to  
3 harass an employee. Harassment of an employee is unlawful if the entity, or its  
4 agents or supervisors, knows or should have known of this conduct and fails to take  
5 immediate and appropriate corrective action. California Gov't Code §12940(j)(1).  
6 As such, LAC is strictly liable for the harassing actions of its supervisors, including  
7 Rushton. Doe v. Capital Cities, 50 Cal.App.4th 1038 (1996). In addition, California  
8 Gov't Code §12940(k) makes unlawful for an employer to fail to take all reasonable  
9 steps necessary to prevent harassment from occurring. To prevail on a hostile work  
10 environment claim, an employee must show that the allegedly harassing conduct  
11 was severe enough or sufficiently pervasive to alter the conditions of employment  
12 and create a work environment that qualifies as hostile or abusive to employees  
13 because of their sex. Aguilar v. Avis Rent A Car System, Inc., 21 Cal. 4th 121, 130  
14 (1999).

15  
16 Perry will have no problem proving that the harassment by her direct supervisor was  
17 severe and pervasive such that it altered the terms and conditions of her  
18 employment. The constant singling out of Perry by Rushton and subjection to a  
19 different set of standards than male employees was clearly severe and pervasive  
20 such that a reasonable person would have considered the environment hostile. LAC  
21 cannot refute Rushton's inappropriate behavior, as several employees witnessed his  
22 disparate treatment of Perry and even commented to her that Rushton clearly  
23 harbored ill feelings and resentment towards her. The offensive and constant  
24 ridicule, professional roadblocks and unequal treatment as to that of her male  
25 counterparts is something no reasonable person would be expected to endure in the  
26 workplace, much less from their supervisor.

27  
28 While it is true that an at-will employee may be terminated for no reason, or for an  
arbitrary or irrational reason, there can be no right to terminate an employee for an  
unlawful reason or a purpose that contravenes fundamental public policy. Casella v.  
SouthWest Dealer Services, Inc., 157 Cal. App. 4th 1127, 1138-1139 (2007).  
Wrongful termination from employment is tortious when the termination occurs in  
violation of public policy. Gantt v. Sentry Ins., 1 Cal. App. 4th 1083, 1086-87  
(1992)("Gantt"); Gould v. Maryland Sound Indus., Inc., 31 Cal. App. 4th 1137 (1995).  
Public policy reasons include, but are not limited to, exercising statutory rights or  
privileges. Gantt at p. 1090-1091.

1 Perry's termination will be held to be unlawful because it was the result of her  
2 gender. California law reflects a substantial and fundamental policy against gender  
3 discrimination in employment, as codified in the California Fair Employment and  
4 Housing Act ("FEHA") and California Constitution. Thus, a violation of the FEHA  
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11 performance improvement plan; (2) Rushton repeatedly humiliated, ignored,  
12 dismissed and/or degraded Perry in front of coworkers and clients; and (3) Rushton  
13 subjected Perry to different rules and standards than her male counterparts. As  
14 such, it is clear that Ms. Perry's gender served as the basis for her termination.

1 VERIFICATION

2 I, **Michelle B. Baker, Esq.**, am the **Attorney** in the above-entitled complaint. I have  
3 read the foregoing complaint and know the contents thereof. The matters alleged are  
4 based on information and belief, which I believe to be true.

5 On October 2, 2018, I declare under penalty of perjury under the laws of the State of  
6 California that the foregoing is true and correct.

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**San Diego, CA**



## DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

February 17, 2019

Michelle Baker  
10945 Vista Sorrento Pkwy, Ste 100  
San Diego, CA 92130

RE: **Notice to Complainant's Attorney**  
DFEH Matter Number: 201810-03755702  
Right to Sue: Perry / CHARGERS FOOTBALL COMPANY

Dear Michelle Baker:

Attached is a copy of your **amended** complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the DFEH. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



1 denied any employment benefit or privilege, other, denied work opportunities or  
2 assignments.

3 **Complainant experienced retaliation** because complainant reported or resisted  
4 any form of discrimination or harassment, participated as a witness in a  
5 discrimination or harassment claim and as a result was terminated, denied hire or  
6 promotion, reprimanded, denied equal pay, demoted, asked impermissible non-job-  
7 related questions, denied the right to wear pants, denied a work environment free of  
8 discrimination and/or retaliation, denied any employment benefit or privilege, failed  
9 to give equal considerations in making employment decisions.

10 **Additional Complaint Details:** Perry began employment with CHARGERS  
11 FOOTBALL COMPANY ("LAC") on July 10, 2017 as Vice President Integrated  
12 Media Sales. In this position, she developed market strategies for sales  
13 organization, created content for monetization across multiple platforms and trained  
14 the current sales team on cross-platform selling.

15 Almost immediately upon her hire, it became apparent that Perry's supervisor, Jim  
16 Rushton ("Rushton"), the Senior Vice President/Chief Revenue Officer, singled her  
17 out for disparate treatment due to her gender. In addition to leaving her out of  
18 meetings, dinners and events like the Super Bowl, that someone in her position  
19 would routinely attend, Rushton applied a different set of rules and expectations to  
20 Perry than to the male employees in the office. Specifically,

21 o Perry was required to follow a strict dress code of dresses and heels, while  
22 male employees were allowed to wear jeans and tennis shoes.

23 o Perry was required work on New Years Day, but Rushton allowed male  
24 employees to have the day off without using accrued vacation.

25 o Male sales manager had company credit cards, but LAC would not issue one  
26 to Perry.

27 o Male employees were allowed to use Apple computers, which made it much  
28 easier to do their job (especially for marketing), while Perry was forced to use a  
slow, outdated PC despite her many requests for an Apple computer.

o Rushton would make time to have working lunches with male employees in  
Perry's department, but never with Perry.

1 o On game days, Rushton would sit down with each male salesperson and ask  
2 them what clients would be at the game so that he could introduce himself. He never  
asked Perry about her clients.

3 o During meetings, Rushton would ignore Perry's questions and/or comments  
4 or answer them in a hostile fashion.

5 o Rushton would fail to show up for scheduled meetings with Perry without any  
6 notification.

7 o Rushton would ignore Perry's emails.

8 o Rushton degraded Perry in front of coworkers and clients.

9  
10 In addition to the above blatant acts of discrimination, Rushton refused to provide  
11 Perry with the resources and tools she needed to succeed at her job, and refused to  
offer her the guidance, input and feedback that he afforded to male employees.  
12 Rushton further demeaned and humiliated Perry by text messaging her before  
meeting with Department Heads instructing her as to exactly what to say. He further  
13 required Perry to filter any comments and/or questions for other team members  
through their assistants, thereby prohibiting any direct contact with team members.  
14 No male employees were subjected to the lack of confidence, humiliation and denial  
15 of access that Perry was.

16  
17 Although it was part of her job description to hire and train salespeople to  
18 report to her, Rushton refused to allow Perry to play any meaningful part of the hiring  
process. In fact, he either refused to meet with, or cut short interviews with her  
19 female candidates and instead, hired a male candidate of his own choosing. At  
every available opportunity, Rushton reduced the role in which Perry was hired to  
20 perform and shifted her responsibilities to male employees.

21  
22 On or about February 22, 2018, Rushton terminated Perry's employment with no  
23 prior warning. During the termination, Rushton again showed his discriminatory bias  
towards Perry as he only offered her two (2) weeks' pay as severance even though  
24 the Chief Marketing Officer told Perry that any Vice Presidents, such as herself,  
usually receive at least a few months pay and a warning and performance  
25 improvement plan prior to termination. Not surprisingly, Perry was never issued a  
26

1 warning, or placed on any performance improvement plan prior to her sudden  
2 termination. Perry is informed and believed that LAC hired a male employee to  
3 perform Perry's job duties.

4 Had Perry not been discriminated against and ultimately wrongfully terminated, LAC  
5 would have paid Perry her FY 2017 bonus and performance bonus.

6  
7 It is clear that Rushton harbored a discriminatory animus against Perry due to her  
8 gender and as a result, subjected her to disparate treatment and a hostile work  
9 environment, and wrongfully terminated her employment. We believe a jury will find  
10 this as well. Perry's many claims are discussed in detail below.

11 The Fair Employment & Housing Act's ("FEHA") prohibition on discrimination based  
12 on sex includes discrimination on the basis of gender. California Gov't Code  
13 §12926. LAC discriminated against Perry because of her gender by systematically  
14 singling her out for unfair treatment, downgrading her authority, position, and  
15 responsibilities and ultimately, terminating her employment. As explained in detail  
16 above, Jim Rushton methodically excluded Perry from working lunches, dinners and  
17 events, humiliated her in front of coworkers and clients and subjected her to an  
18 entirely different set of rules and standards than her male counterparts. In addition,  
19 Rushton ignored Perry's questions and comments or responded with hostility,  
20 denied her professional development opportunities, and prohibited her from  
21 interacting with leadership and other team members. While there were few women  
22 on Perry's level at LAC to begin with, Perry was denied opportunities for  
23 advancement that her male coworkers were afforded and was consistently put down,  
24 ridiculed, and humiliated by Rushton.

25 Ultimately, LAC terminated Perry's employment due to her gender, as substantial  
26 efforts were made to encourage and promote the employment opportunities of the  
27 male staff while simultaneously degrading and humiliating Perry. LAC's contention  
28 that she was terminated for performance is clearly pretextual, as Perry performed  
exceptionally well throughout her tenure with LAC and was never issued any type of  
warning and/or put on a performance improvement plan prior to her sudden  
termination. Not surprisingly, Perry's job was replaced with a male employee.

1 Clearly, Perry was terminated due to her gender, as had she not been a woman, she  
2 would have retained her job.

3  
4 It unlawful for an employer or any other person, because of a person's sex, to  
5 harass an employee. Harassment of an employee is unlawful if the entity, or its  
6 agents or supervisors, knows or should have known of this conduct and fails to take  
7 immediate and appropriate corrective action. California Gov't Code §12940(j)(1).  
8 As such, LAC is strictly liable for the harassing actions of its supervisors, including  
9 Rushton. Doe v. Capital Cities, 50 Cal.App.4th 1038 (1996). In addition, California  
10 Gov't Code §12940(k) makes unlawful for an employer to fail to take all reasonable  
11 steps necessary to prevent harassment from occurring. To prevail on a hostile work  
12 environment claim, an employee must show that the allegedly harassing conduct  
13 was severe enough or sufficiently pervasive to alter the conditions of employment  
14 and create a work environment that qualifies as hostile or abusive to employees  
15 because of their sex. Aguilar v. Avis Rent A Car System, Inc., 21 Cal. 4th 121, 130  
16 (1999).

17  
18 Perry will have no problem proving that the harassment by her direct supervisor was  
19 severe and pervasive such that it altered the terms and conditions of her  
20 employment. The constant singling out of Perry by Rushton and subjection to a  
21 different set of standards than male employees was clearly severe and pervasive  
22 such that a reasonable person would have considered the environment hostile. LAC  
23 cannot refute Rushton's inappropriate behavior, as several employees witnessed his  
24 disparate treatment of Perry and even commented to her that Rushton clearly  
25 harbored ill feelings and resentment towards her. The offensive and constant  
26 ridicule, professional roadblocks and unequal treatment as to that of her male  
27 counterparts is something no reasonable person would be expected to endure in the  
28 workplace, much less from their supervisor.

29  
30 While it is true that an at-will employee may be terminated for no reason, or for an  
31 arbitrary or irrational reason, there can be no right to terminate an employee for an  
32 unlawful reason or a purpose that contravenes fundamental public policy. Casella v.  
33 SouthWest Dealer Services, Inc., 157 Cal. App. 4th 1127, 1138-1139 (2007).  
34 Wrongful termination from employment is tortious when the termination occurs in  
35 violation of public policy. Gantt v. Sentry Ins., 1 Cal. App. 4th 1083, 1086-87  
36 (1992)("Gantt"); Gould v. Maryland Sound Indus., Inc., 31 Cal. App. 4th 1137 (1995).

1 Public policy reasons include, but are not limited to, exercising statutory rights or  
2 privileges. Gantt at p. 1090-1091.

3  
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7 **San Diego, CA**

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