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10
11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF KERN**

13 DEPARTMENT OF FAIR EMPLOYMENT
14 AND HOUSING, an agency of the State of
California,
15
16 Plaintiff,
17 vs.
18 CATHY'S CREATIONS, INC. d/b/a
TASTRIES, a California corporation; and
19 CATHARINE MILLER,
20 Defendants.
21
22 EILEEN RODRIGUEZ-DEL RIO and MIREYA
RODRIGUEZ-DEL RIO,
23 Real Parties in Interest.
24

Case No.

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR
VIOLATION OF THE UNRUH CIVIL
RIGHTS ACT AND THE FAIR
EMPLOYMENT AND HOUSING ACT**

[Civ. Code, § 51 et seq.; Gov. Code, §
12948]

UNLIMITED CIVIL JURISDICTION

JURY TRIAL DEMANDED

25 Plaintiff Department of Fair Employment and Housing (DFEH) brings this civil rights action
26 and alleges the following against defendants CATHY'S CREATIONS, INC. d/b/a TASTRIES, a
27 California corporation, and CATHARINE MILLER, an individual, on behalf of itself and real parties
28 in interest EILEEN RODRIGUEZ-DEL RIO and MIREYA RODRIGUEZ-DEL RIO.



1 NATURE OF PROCEEDINGS

2 After many years of close friendship, Eileen and Mireya Rodriguez-Del Rio fell in love in
3 2015, the year same-sex marriage became legal in the United States. They married in an intimate
4 ceremony in front of their families in December 2016. Like many couples in love, they wanted to
5 celebrate their marriage with their extended families and friends, and set a date of October 7, 2017, to
6 exchange vows and host a traditional wedding reception with over 100 guests.

7 Eileen and Mireya commenced planning their wedding reception well in advance of October
8 2017. The couple researched wedding vendors, and began the long wedding planning process. They
9 accomplished their first task by reserving the venue in August 2016. By August 2017, only a few
10 tasks remained, including ordering a wedding cake.

11 Although they wanted only a simple wedding cake, the couple’s quest did not proceed as
12 smoothly as their search for a venue. They visited several local bakeries and tasted cakes, but had
13 been unsuccessful in their search when Eileen serendipitously drove past a bakery called Tastries.
14 She told Mireya about it, and the couple visited hoping Tastries would be the right bakery for them.

15 Upon their arrival, a sales associate named Rosemary Perez greeted the Rodriguez-Del Rios
16 warmly, and began showing them Tastries cakes on display throughout the bakery. They saw a
17 simple display cake they liked, and told Ms. Perez they wanted their cake to look just like it. Ms.
18 Perez quoted an affordable price, and Eileen and Mireya selected cake options provided by Ms.
19 Perez, who made them feel very welcome and comfortable. They were nearly ready to order the cake
20 when Ms. Perez suggested they return for a complimentary tasting.

21 When they returned with Eileen’s mother and a few close friends a week-and-a-half later for
22 the tasting, Ms. Perez again greeted the couple, but immediately apologized and informed them her
23 boss was taking over their order. Tastries owner Catharine Miller directed the Rodriguez-Del Rios to
24 the back of the bakery, introduced herself, and asked what they were looking to order. The couple
25 explained they were there for a tasting since they had already made their order selections with Ms.
26 Perez.

27 When Ms. Miller realized Eileen and Mireya were a same-sex couple ordering a wedding
28 cake, she informed them she would refer their order to another bakery, Gimme Some Sugar, because



1 she did not condone same-sex marriage. Shocked and confused, Mireya said she thought Tastries
2 would provide their cake. Ms. Miller again stated she did not condone same-sex marriage, and
3 repeated that she would provide their selections to Gimme Some Sugar. Stunned, offended, and hurt,
4 the Rodriguez-Del Rio party left Tastries to cope with the indignity of being denied service solely
5 because of their sexual orientation, knowing that had they been an opposite sex couple, Tastries
6 would have provided the cake they wanted.

7 The Unruh Civil Rights Act provides that all persons in California are free and equal, and no
8 matter what their sexual orientation are entitled to full and equal services in all business
9 establishments. Tastries and Ms. Miller’s refusal to provide full and equal wedding cake services to
10 the Rodriguez-Del Rios constituted discrimination based on sexual orientation in violation of the
11 Unruh Civil Rights Act. The Department of Fair Employment and Housing brings this action as an
12 exercise of its statutory mandate to enforce the civil rights of all Californians.

13 PARTIES

14 1. Plaintiff DFEH is the state agency charged with enforcing the civil rights of all
15 Californians to use and enjoy any public accommodation without discrimination because of, inter
16 alia, sexual orientation, under the Unruh Civil Rights Act (Unruh Act), Civil Code section 51 et seq.,
17 as incorporated into the Fair Employment and Housing Act (FEHA). (Gov. Code, § 12948.) The
18 DFEH’s enforcement of the Unruh Act and FEHA is an exercise of the police power of the State of
19 California, to protect the civil rights of all Californians to be free and equal, and no matter what their
20 sexual orientation, entitled to the full and equal accommodations, advantages, facilities privileges and
21 services in all business establishments of every kind whatsoever. (Civ. Code, § 51, subd. (b); Gov.
22 Code, § 12948.) In the exercise of this power, the DFEH is authorized to file civil lawsuits on behalf
23 of itself and the persons claiming to be aggrieved as the real parties in interest under the Government
24 Code. (Gov. Code, § 12930, subd. (f).)

25 2. Real parties in interest Eileen and Mireya Rodriguez-Del Rio (Rodriguez-Del Rios or
26 real parties) reside and, at all times relevant to this complaint, resided in the City of Bakersfield, Kern
27 County, California. Real parties are “persons” within the meaning of the Unruh Act, Civil Code
28 section 51, subdivision (b).



1 3. Defendant Cathy’s Creations, Inc., doing business as Tastries, is an active California
2 corporation, and is now and was, at all times relevant to this complaint, a “business establishment”
3 within the meaning of the Unruh Act, Civil Code section 51, subdivision (b), operating in the City of
4 Bakersfield, Kern County, California.

5 4. Defendant Catharine Miller is now and was, at all times relevant to this complaint, the
6 100% owner of Cathy’s Creations, Inc., and a resident of the City of Bakersfield, Kern County,
7 California.

8 PROCEDURAL HISTORY AND VENUE

9 5. The DFEH realleges and incorporates by reference each allegation contained in all
10 preceding paragraphs as if fully set forth herein.

11 6. This action arises under the Unruh Act, Civil Code section 51 et seq., and FEHA,
12 specifically Government Code section 12948.

13 7. Venue is proper in this Court pursuant to Government Code section 12965,
14 subdivision (b), in that the County of Kern is the county in this state where the unlawful practices
15 alleged herein were committed, and where records relevant to the practices are maintained and
16 administered.

17 8. On October 18, 2017, real parties Eileen and Mireya Rodriguez-Del Rio filed a
18 verified written complaint with the DFEH (Case No. 935123-315628) alleging defendants committed
19 unlawful practices in violation of the Unruh Act within the preceding year.

20 9. The DFEH complaints were properly served on defendants.

21 10. The DFEH convened a mandatory mediation pursuant to Government Code section
22 12965, subdivision (a). The DFEH satisfied the statutory requirements prior to filing this civil
23 complaint.

24 11. The amount of damages sought exceeds the minimum jurisdictional limits of this
25 court.

26 FACTUAL ALLEGATIONS

27 12. The DFEH realleges and incorporates by reference each allegation contained in all
28 preceding paragraphs as if fully set forth herein.



1 **Tastries' Cake Services**

2 13. Defendant Ms. Miller is the sole owner of respondent Cathy's Creations, Inc. Doing
3 business as "Tastries," Cathy's Creations, Inc. (Tastries) operates a bakery, boutique gift shop, and
4 event rental business in Bakersfield. Tastries sells baked goods, including celebration cakes,
5 cupcakes, wedding cakes, cookies, pies, and pastries. Ms. Miller believes Tastries is unique and
6 offers superior products its customers love.

7 **Varieties of Tastries Cakes**

8 14. Tastries offers both premade cakes (referred to as "case" cakes) and preordered cakes
9 (referred to as "custom" cakes) for sale, in addition to exhibiting display cakes made partially of
10 Styrofoam. Case cakes are not preordered nor created for a specific customer. They are kept in
11 refrigerated cases in the store and are available for anyone to purchase immediately. Tastries bakers
12 make case cakes with no specific end use in mind, although most customers purchase them as
13 birthday cakes. Ms. Miller describes them as "no brainer" cakes, and admits the design of case cakes
14 requires no artistry. Any Tastries baker or decorator must be able to make case cakes without
15 assistance. Tastries employees will add a written message to a case cake, which does not transform it
16 into a "custom" cake.

17 15. Tastries considers *all* other cakes it bakes and sells to be "custom" cakes—regardless
18 of design or details—because they are ordered in advance. Wedding cakes, which comprise at most
19 25-30% of Tastries business, are called "custom" cakes, even when nothing about their design or
20 ingredients is original or unique. Tastries considers wedding cakes "custom" even when they are
21 recreated from a preexisting cake, based on a copycat design, or a store-bought box mix is amongst
22 the ingredients.

23 16. Customers work with Ms. Miller or a member of Tastries' front-end team of sales
24 associates to order "custom" cakes using a standard order form identifying the set of selections
25 available for the cake: number of tiers, size, shape, cake flavor, filling flavor, colors, type of frosting,
26 and other options. Once a customer makes the selections and a front-end sales associate sends the
27 form to the kitchen, up to eight Tastries employees bake the preordered cake—referred to as a



1 “custom” cake—through an assembly line-like process. “Custom” cakes are more expensive than
2 case cakes, even when a “custom” cake is identical to a case cake.

3 17. Tastries also exhibits 75-100 “display” cakes made partially of Styrofoam throughout
4 the bakery. Tastries exhibits these display cakes—as well as pictures of previously sold Tastries
5 cakes available to view on a tablet, in an album, and on a television above the cash registers—to
6 provide selections from a menu of options for customers. Many of Tastries’ display cakes are copies
7 of cakes from pictures on the internet of cakes originally conceived, designed, and created by other
8 bakers and other bakeries. Tastries customers may and do order “custom” cakes that replicate
9 preexisting display cakes or photographs of another bakeries’ cakes. Many customers order a
10 “custom” cake based on the design of a display cake, requesting only minor changes (e.g., two tiers
11 instead of three, or different colors).

12 **Preordered or “Custom” Cake Order Process**

13 18. Customers wishing to preorder a Tastries cake go through an order process for
14 “custom” cakes with Tastries front-end employees and/or Ms. Miller. A front-end sales associate
15 asks the customer for information about the cake the customer wants to order and provides a
16 customer a Tastries order form.

17 19. Tastries offers an in-store consultation with a sales associate and/or Ms. Miller. Not
18 all custom cake orders require an in-store consultation; some customers call the bakery and send in a
19 picture of the cake they want. Most customers complete their in-store consultation during a single
20 visit. When working with a sales associate or Ms. Miller, a customer may select cake flavors,
21 fillings, colors, the number of tiers, size, shape, and other options on the order form.

22 20. While Ms. Miller may insert herself into the ordering process of any Tastries cake, she
23 does not participate in the process of every preordered “custom” Tastries cake. A consultation with a
24 Tastries sales associate is quick when customers know what they want. It may last an hour or more if
25 every selection from the menu of options—size, shape, number of tiers, colors, flavors, fillings, type
26 of frosting—is discussed. A Tastries customer may work with two or three sales associates
27 throughout the order process. Delivery of the cake is also discussed as part of the ordering process.



1 21. It is not out of the ordinary for a Tastries “custom” cake, including a wedding cake, to
2 be based on a preexisting cake. This happens when a customer (1) provides a photo of a cake created
3 by another bakery, (2) selects a photo of a previously conceived and sold Tastries cake, or (3) selects
4 a partially Styrofoam display cake on which to base their cake selections. According to Ms. Miller,
5 forty to fifty percent of Tastries “custom” cake orders are based on a picture of a preexisting cake.
6 Many other “custom” cake orders are based on one of the preexisting display cakes on exhibit at
7 Tastries.

8 22. Nor is it out of the ordinary for only one member of the marrying (or married)
9 couple—or neither member—to order a Tastries “custom” wedding cake. Indeed, wedding cakes are
10 often ordered with neither Ms. Miller nor a Tastries sales associate meeting both members of the
11 marrying (or married) couple. In the past, Tastries used order forms for custom wedding cakes that
12 did not request the names of both members of the marrying or married couple. Ms. Miller does not
13 meet every couple who orders a wedding cake. Tastries does not ask customers ordering a “custom”
14 wedding cake whether either member of the couple being celebrated has been divorced or has had a
15 child while unmarried. Tastries makes no attempt to obtain such information.

16 **Preordered or “Custom” Cake Baking Process (Baking and Decorating)**

17 23. Once a customer makes the necessary selections to complete the order process,
18 Tastries employees bake the preordered “custom” cake. The baking process differs depending on the
19 time demands Tastries faces. When busy, Tastries back-end employees divide the various tasks, with
20 each employee completing one step in the baking process. When business is slow at Tastries,
21 however, one employee or Ms. Miller can bake and decorate a preordered “custom” cake without
22 assistance. Many “custom” wedding cakes are made without Ms. Miller’s personal involvement.

23 24. Some of Tastries’ “custom” wedding cakes are not made from scratch. Tastries
24 purchases and uses box cake mix for certain of its cake flavors. Tastries buys and uses white and
25 chocolate buttercream frosting from a big box store.

26 **Preordered or “Custom” Cake Delivery**

27 25. Tastries will deliver its preordered or “custom” cakes, or customers may pick them up
28 from the bakery, including wedding cakes, rather than have them delivered. Tastries sometimes



1 delivers preordered or “custom” wedding cakes in vehicles bearing no marks identifying them as
2 Tastries vehicles. Tastries’ employees have delivered wedding cakes while wearing clothing not
3 marked in any manner identifying them as employees of Tastries. Tastries sometimes delivers
4 wedding cakes at a time when no guests or members of the wedding party are present. When leaving
5 the site after a wedding cake delivery, Tastries employees usually leave nothing behind that identifies
6 Tastries by name.

7 **Tastries Enforces a Policy to Deny Same-Sex Couples Full and Equal Services.**

8 26. Since Tastries opened in January 2013, Ms. Miller has enforced a policy to deny
9 same-sex couples wedding cakes and any other cake celebrating the marriage or anniversary of same-
10 sex couples. Ms. Miller admits Tastries has denied at least three same-sex couples’ requests for
11 Tastries wedding cakes since summer 2016.

12 27. Ms. Miller states she refuses to provide wedding cakes for same-sex couples
13 celebrating their marriages because it poses a “conflict with her fundamental Christian principles.”
14 Ms. Miller says she “is a practicing Christian and ... seeks to honor God in ... how she runs her
15 business.” Ms. Miller believes *any* preordered Tastries cake made for an event that celebrates a
16 same-sex couple’s marriage sends a message—whether or not any one knows the cake is from
17 Tastries—that Tastries is in agreement with the celebration—a message she is unwilling to send,
18 without exception.

19 28. When refusing to fill an order for a same-sex couple’s wedding cake, Ms. Miller
20 follows a policy of “referring” the order to a competitor bakery, Gimme Some Sugar, by contacting
21 the other bakery’s owner and asking her to fill the order. Tastries has no written agreement with
22 Gimme Some Sugar regarding these “referrals.” Ms. Miller does not know if the same-sex couples
23 she “referred” to Gimme Some Sugar obtained their wedding cakes there.

24 29. Ms. Miller testified in the DFEH investigation that there are no circumstances under
25 which Tastries would knowingly provide full and equal wedding cake services to same-sex couples.
26 Ms. Miller stated under oath that it is “100 percent unacceptable” to her for Tastries to provide *any*
27 preordered “custom” cake for a same-sex wedding, or *any* event celebrating a couple’s same-sex
28 marriage, even if Ms. Miller were removed from the wedding cake ordering and baking process



1 altogether, the order was based on a preexisting copycat design, and Tastries employees
2 independently designed and baked same-sex wedding cakes using Tastries' equipment. She further
3 testified that it would still be unacceptable to her even if she was removed from the design and
4 baking process altogether, and Tastries employees designed and baked same-sex wedding cakes on
5 their *own* time away from Tastries' premises.

6 30. Ms. Miller testified, "Tastries and I are the same." Thus, she would not agree to any
7 alternative under which Tastries or its employees are involved in baking preordered wedding cakes
8 for same-sex wedding celebrations. The only compromise she sees is her "accommodation" of
9 referring same-sex couples to Gimme Some Sugar.

10 31. Ms. Miller has no policy against selling a Tastries premade case cake to be used to
11 celebrate a same-sex couple's marriage, or against customizing such a Tastries cake with a written
12 message of congratulations to the same-sex couple.

13 32. Despite Tastries' policy against providing preordered "custom" cakes for same-sex
14 weddings, Tastries has provided cakes for same-sex weddings several times. On one such occasion,
15 Tastries provided a preordered "custom" wedding cake for the wedding of Elena and Marissa
16 Delgado. Before visiting Tastries, the Delgados called three other bakeries, all of which either said
17 they did not have time to fill the Delgados' last-minute wedding cake order or identified a price the
18 Delgados considered too high.

19 33. When the Delgados visited Tastries to order their wedding cake, they selected a design
20 nearly identical to one of the partially Styrofoam display cakes then exhibited at Tastries. Tastries
21 created the cake per the design the Delgados selected and ordered. Ms. Miller testified she saw and
22 approved the order form for the Delgados' wedding cake without realizing it was for a wedding—in
23 fact, believing it was probably for a birthday or quinceañera because of the design. Elena Delgado
24 and her parents were present when the Tastries cake was delivered, but no wedding guests were at the
25 venue. The Tastries employee who delivered the cake left nothing behind that identified Tastries by
26 name. Ms. Miller stated she did not know what message, if any, Tastries sent by providing the
27 Delgados' wedding cake, nor did she know what message, if any, the Delgados' wedding guests
28 received when they viewed the cake.



Tastries Denied the Rodriguez-Del Rios Full and Equal Services.

34. Complainants Eileen and Mireya Rodriguez-Del Rio met in the late 1990s at Bakersfield College, and built a close and strong friendship before falling in love and becoming a couple in 2015. They married in December 2016, in an intimate ceremony before their immediate family, and set a date of October 7, 2017, for a vow exchange and traditional wedding reception with over 100 guests.

35. Part of the couple's wedding reception planning process included preordering a wedding cake. After tastings at other bakeries, including Gimme Some Sugar, Eileen and Mireya continued looking for a bakery from which to order their cake.

36. The Rodriguez-Del Rios visited Tastries on August 17, 2017, to see sample wedding cakes and potentially order a cake. A Tastries' employee named Rosemary Perez met with the couple, showed them display cakes in the bakery, and recorded the selections of the cake they wanted to order.

37. Eileen and Mireya selected a simple cake design based on an existing display cake then exhibited at Tastries. They did not request an original or unique custom cake, and did not consider the cake they selected to be a custom cake. Eileen and Mireya did not want or request any written words or messages on their cake. They wanted their cake to look just like the preexisting display cake they identified to Ms. Perez. Ms. Perez quoted Eileen and Mireya a price of \$260 for the cake, a price they found appealing. Although ready to order the cake then, Ms. Perez suggested the Rodriguez-Del Rios taste Tastries cakes, frostings and fillings before confirming their order, and she signed them up for a tasting scheduled for August 26, 2017.

38. On August 26, 2017, Mireya, Eileen, and Eileen's mom joined Mireya's man of honor and his partner at Tastries, and Ms. Perez greeted them. Ms. Perez immediately apologized to Mireya, and informed her that her boss was taking over their order.

39. Ms. Miller approached the Rodriguez-Del Rio party, directed them to the back of the store, and asked what they were looking to order. Eileen explained they were there for a tasting and to place a wedding cake order. Ms. Miller provided the couple a clipboard and order form, which



1 Eileen began filling out. Eileen questioned why Ms. Miller needed this information since they
2 already provided their selections to Ms. Perez.

3 40. Directing her question to Mireya’s man of honor and his partner, Ms. Miller asked
4 “which one of you is the groom?” Eileen responded, “me,” and the man of honor pointed to Eileen
5 and said, “she is.” Ms. Miller followed up with a few more questions about the couple’s wedding
6 venue, which they reserved a year earlier.

7 41. Ms. Miller then told the couple she would provide their order to Stephanie at Gimme
8 Some Sugar because she does not condone same-sex marriage. Confused, Eileen asked for
9 clarification about to whom Ms. Miller planned to give their order, and Mireya said she was under the
10 impression that Tastries would make their wedding cake. Ms. Miller advised the couple that because
11 she does not condone same-sex marriage, she regularly sends same-sex couples’ wedding cake orders
12 to Gimme Some Sugar. Ms. Miller’s statements shocked Eileen and Mireya. She never mentioned
13 her religion nor any specific reasons for why she did not condone same-sex marriage.

14 42. Stunned, hurt, and offended by Ms. Miller’s refusal to serve them based solely on their
15 sexual orientation, the Rodriguez-Del Rios and their friends and Eileen’s mother left. Still in shock,
16 the party drove by Gimme Some Sugar, but Eileen realized she had already tasted its cakes and
17 decided against ordering a cake from there.

18 43. Eileen and Mireya did not know what to do. They tried to get their minds off the
19 discrimination they had just endured, and decided to run an errand. As the couple sat in a parking lot,
20 however, a rush of emotion overwhelmed Mireya, and she cried for nearly half an hour as Eileen
21 attempted to comfort her. Mireya’s nose started to bleed—which was completely out of the
22 ordinary—and she got a headache. Although she tried to contain her emotions, Eileen later broke
23 down, and her emotional anguish aggravated her rheumatoid arthritis.

24 44. Tastries’ explicit refusal to sell the Rodriguez-Del Rios a wedding cake because they
25 intended to celebrate their wedding so devastated the couple that they considered purchasing a
26 premade, non-wedding cake from a grocery or big box store. Once exciting, planning their wedding
27 reception became a painful and emotionally upsetting process.



1 **FIRST CAUSE OF ACTION**

2 **Discrimination in a Business Establishment on the Basis of Sexual Orientation**
3 **in Violation of the Unruh Civil Rights Act**
4 **(Civil Code section 51 et seq.; Government Code section 12948)**
5 **[Against All Defendants]**

6 45. The DFEH realleges and incorporates by reference each allegation contained in all
7 preceding paragraphs as if fully set forth herein.

8 46. FEHA, Government Code section 12948, provides, in pertinent part, that “[i]t is an
9 unlawful practice under this part for a person to deny or to aid, incite, or conspire in the denial of the
10 rights created by Section 51 ... of the Civil Code.”

11 47. The Unruh Act, Civil Code section 51, subdivision (b), provides: “All persons within
12 the jurisdiction of this state are free and equal, and no matter what their ... sexual orientation ... are
13 entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all
14 business establishments of every kind whatsoever.”

15 48. Defendants failed to provide the Rodriguez-Del Rios with full and equal services by
16 engaging in discrimination based on sexual orientation when they denied real parties wedding cake
17 services, as described above, in violation of Civil Code section 51, subdivision (b), and Government
18 Code section 12948.

19 49. As a direct and proximate result of defendants’ unlawful practices, the Rodriguez-Del
20 Rios suffered actual damages, out-of-pocket expenses, and loss of a discrimination-free business
21 establishment.

22 50. As a further direct and proximate result of defendants’ unlawful discrimination, the
23 Rodriguez-Del Rios suffered embarrassment, public humiliation, and emotional distress, including
24 but not limited to, damage to their dignity and self-esteem, anxiety, stress, anger, frustration, and
25 injury in an amount to be proven at the time of trial.

26 51. Defendants’ conduct, as alleged herein, was egregious, deliberate, willful, intentional,
27 malicious, oppressive, fraudulent, and taken in conscious disregard of the rights of the Rodriguez-Del
28 Rios, as defined in Civil Code section 3294, entitling them to an award of exemplary and punitive
damages.



1 52. Defendants, as herein alleged, have engaged in, and by their conduct will continue to
2 engage in, a pattern or practice of unlawful discrimination in public accommodations unless they are
3 enjoined from failing or refusing to comply with mandates of the Unruh Act and FEHA.

4 53. Unless defendants are enjoined from failing or refusing to comply with the mandates
5 of the Unruh Act and FEHA, the right of the Rodriguez-Del Rios and other persons to enjoy a public
6 accommodation or business establishment free of unlawful discrimination will continue to be
7 violated.

8 54. The DFEH lacks any plain, speedy, adequate remedy at law to prevent such harm,
9 injury, and loss, which will continue until this Court enjoins the complained of unlawful conduct and
10 grants other affirmative relief as prayed for herein.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE, IT IS PRAYED** that this court find that defendants violated the Unruh
13 Civil Rights Act and FEHA, and order each of them to provide the following relief:

14 1. Immediately cease and desist from discriminating against the Rodriguez-Del Rios and
15 other customers celebrating same-sex weddings and marriages;

16 2. Immediately cease and desist from selling to anyone any item they are unwilling to
17 sell, on an equal basis, to members of any protected group under the Unruh Act;

18 3. Maintain a public accommodation and/or business establishment free of
19 discrimination;

20 4. Within 30 days of entry of judgment, develop (or revise current policies as necessary),
21 implement, and distribute to all current and prospective employees of defendants (a) a written policy
22 regarding the eradication and prevention of discrimination on the basis of sexual orientation and all
23 other protected classes consistent with the Unruh Act and FEHA as most recently amended, and
24 (b) specific written procedures by which customers and employees may report incidents of
25 discrimination;

26 5. Submit an annual report to the DFEH for five years identifying any services
27 defendants deny to customers based on free speech or religious grounds, and summarizing and
28 providing copies of any complaints of discrimination from customers or employees;



1 6. Conduct or obtain a minimum of two hours of in person training annually for a period
2 of five years on complying with the Unruh Act, including training on the policies and procedures
3 described in paragraph 5 of the Prayer for Relief above, at defendants' own expense, for all
4 defendants' employees (including Ms. Miller);

5 7. Post, for five years, in a conspicuous place (where employees and patrons congregate)
6 at Tastries the policies and procedures described in paragraph 5 of the Prayer for Relief, above,
7 within 30 days of entry of judgment;

8 8. Post, for five years, in a conspicuous place (where employees and patrons congregate)
9 at Tastries the DFEH's Unruh Civil Rights Act Fact Sheets (DFEH-U01P(A)-ENG and DFEH-
10 U01P(A)-SP), which can be found at the following internet address,
11 https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/12/DFEH_UnruhFactSheet.pdf, within 30
12 days of entry of judgment;

13 9. Provide a copy of the DFEH's Public Access Discrimination and Civil Rights (Unruh)
14 brochures DFEH-U02B-ENG and DFEH-U02B-SP, which are found at the following web address,
15 https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/12/DFEH_UnruhPamphlet.pdf,
16 to each Tastries employee, within 30 days of the court's order, and also make said brochures
17 available to customers of Tastries within 30 days of entry of judgment;

18 10. Provide written proof to the court and the DFEH of the nature and extent of
19 defendants' compliance with all requirements of the court's order within 100 days of the effective
20 date of the court's order;

21 11. Jointly and severally pay to the Rodriguez-Del Rios actual damages, including but not
22 limited to their out-of-pocket damages, expenses incurred in filing and pursuing their complaint of
23 discrimination, and emotional distress damages for each Unruh Act violation up to a maximum of
24 three times the actual damages but in no case less than \$4,000 per offense, plus interest thereon;

25 12. Pay punitive damages according to proof;

26 13. Pay to the DFEH its costs of suit, including its reasonable attorney fees and expert
27 witness fees;



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14. Provide such other relief as the court deems just and proper.

Dated: October 17, 2018

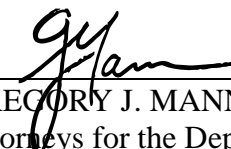
DEPARTMENT OF FAIR EMPLOYMENT
AND HOUSING

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JURY DEMAND

Plaintiff DFEH hereby demands a jury trial in this action.

Dated: October 17, 2018

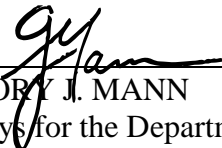
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