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**ALYSIA HENDRICKS**

7  
 8 **UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA**

10  
 11 ALYSIA HENDRICKS, an individual,  
 12 Plaintiff,

Case No.: 2:22-cv-8739

13 vs.

**FIRST AMENDED COMPLAINT  
 FOR DAMAGES**

14 REGENTS OF THE UNIVERSITY OF  
 15 CALIFORNIA, a public entity; and  
 16 DOES 1-10, inclusive,  
 17 Defendants.

1. **Violation of Title IX – Unequal Allocation of Athletic Financial Assistance;**
2. **Violation of Title IX – Unequal Allocation of Athletic Treatment and Benefits**
3. **Failure to Provide Equal Pay in Violation of the Equal Pay Act of 1963 (29 U.S.C. § 206(d));**
4. **Discrimination Based Upon Sex/Gender (Cal. Gov. Code §§ 12940 *et seq.*);**
5. **Retaliation in Violation of FEHA (Engagement In A Protected Activity);**
6. **Violation of Labor Code § 1102.5; and**
7. **Retaliation Under the Fair Labor Standards Act.**

**DEMAND FOR JURY TRIAL**

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I.

**INTRODUCTION**

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3 1. Plaintiff, Alysia Hendricks (“Hendricks” or “Plaintiff”), was the  
4 Assistant Coach for the University of California, Santa Barbara (“UCSB”), Women’s  
5 Softball Team from 2017 until her employment with UCSB was terminated at the  
6 end of the 2022 season.

7 2. Throughout her career with UCSB, Assistant Coach Hendricks was  
8 distinctly aware of the disproportionate funding between men’s and women’s sports  
9 at UCSB and the Big West Conference. At UCSB specifically, the softball facilities  
10 were inferior to the UCSB baseball facilities including, inferior batting cages,  
11 dugouts, and stadium. Many visiting coaches have complained about worn out  
12 batting cage nets rendering them dangerous to take batting practice.

13 3. In addition to disproportionate program funding, the Regents provided  
14 the baseball program with a larger coaching staff and paid the baseball staff far in  
15 excess of what was paid to softball staff.

16 4. During the 2022 softball season, Head Coach Brienne “Brie” Galicinao  
17 decided to compile salary information and consulted with Plaintiff Alysia Hendricks  
18 about the inequalities between the UCSB baseball and softball programs. After  
19 several conversations with visiting coaches, Coach Galicinao (with Plaintiff’s help)  
20 compiled coaching salary information for UCSB and other Big West programs which  
21 (including those at UCSB) revealed glaring inequities between men’s and women’s  
22 programs and men’s and women’s coaching compensation.

23 5. On March 31, 2022, Coach Galicinao formally presented this  
24 information to Interim Athletic Director, Kelly Barsky, and Sport Supervisor, Bryan  
25 Cornet. Coach Galicinao coined the presentation “Operation Close the Gap,” which  
26 displayed the glaring pay disparities between female and male coaches at UCSB and  
27 in the Big West Conference. In response to that presentation, there were no follow  
28 ups, questions, nor investigations into the illegal Title IX and Equal Pay violations.



1           12. As the United States Department of Education’s Office for Civil Rights  
2 (“OCR”), responsible for interpreting and enforcing Title IX, explained in 1998,  
3 “With regard to athletic financial assistance, the regulations promulgated under Title  
4 IX provide that, when a college or university awards athletic scholarships, these  
5 scholarship awards must be granted to ‘members of each sex in proportion to the  
6 number of students of each sex participating in intercollegiate athletics.’ 34 C.F.R.  
7 106.37(c).” Office for Civil Rights, U.S. Department of Education (“DOE”), *Dear*  
8 *Colleague Letter* at 2 (July 23, 1998).

9           13. The Equity in Athletics Disclosure Act (EADA) requires colleges and  
10 universities that receive federal financial assistance and that sponsor intercollegiate  
11 athletics to report annually to the Department of Education on athletics participation,  
12 staffing issues, revenues, and expenses.

13           14. Based on information and belief, the Regents have not granted athletic  
14 team funding to its female and male varsity athletes in proportion to the number of  
15 students of each sex participating in intercollegiate athletics for more than a decade  
16 and is not doing so now.

17           15. The Regents have regularly granted and is granting its female varsity  
18 student-athletes much less – and its male varsity student-athletes much more –  
19 athletic funding than they would have received if Regents had granted such aid  
20 funding in proportion to the number of students of each sex participating in  
21 intercollegiate athletics.

22           16. As compared to male varsity student-athletes, the Regents continue to  
23 disproportionately and unequally allocate less athletic funding to varsity female  
24 student-athletes.

25           17. Defendant’s actions have caused and are causing harm to Plaintiff (and  
26 the student-athletes Plaintiff coached) and constitutes intentional, prohibited  
27 discrimination based on sex in violation of Title IX and the Federal Equal Pay Act  
28 and the implementing regulations at 34 C.F.R. Part 106.

1 18. Plaintiff has been and will continue to be harmed by this past and  
2 ongoing sex discrimination in Regents' varsity athletics program.

3 19. This lawsuit seeks to end Defendant Regents' long standing, ongoing  
4 discrimination against female athletics (particularly as it relates to the softball  
5 program) in the provision of athletic financial funding, require Defendant to fairly  
6 compensate its female coaches, and ensure Regents' future compliance with Title  
7 IX's equal athletic requirements.

8 **III.**

9 **THE EQUAL PAY ACT**

10 20. In 1960, women earned less than two-thirds of what their male  
11 counterparts were paid; the disparity between men and women of color was even  
12 greater. During the administration of President John F. Kennedy, Esther Peterson,  
13 head of the Women's Bureau of the Department of Labor, and former First Lady  
14 Eleanor Roosevelt advocated for laws to correct these disparities. Despite opposition  
15 from business groups, Congress passed the Equal Pay Act in 1963 as an amendment  
16 to the Fair Labor Standards Act of 1938.

17 21. The Equal Pay Act requires that men and women in the same workplace  
18 be given equal pay for equal work. The jobs need not be identical, but they must be  
19 substantially equal. All forms of pay are covered by this law, including salary,  
20 overtime pay, bonuses, stock options, profit sharing and bonus plans, life insurance,  
21 vacation and holiday pay, cleaning or gasoline allowances, hotel accommodations,  
22 reimbursement for travel expenses, and benefits. If there is an inequality in wages  
23 between men and women, employers may not reduce the wages of either sex to  
24 equalize their pay.

25 22. On April 20, 2005, Senator Hilary Clinton, Representative Rosa  
26 DeLauro and Senator Tom Daschle proposed the Paycheck Fairness Act to increase  
27 the penalties for equal pay violations and to prohibit retaliation against whistle-  
28 blowers.

1           23. On January 29, 2009, President Obama signed the Lilly Ledbetter Fair  
2 Pay Act into law. The Act was constructed after its namesake endured  
3 discrimination for years but was unaware of it until long after she retired because her  
4 former employer prohibited employees from sharing or discussing information on  
5 their wages.

6           24. On March 31, 2022, Coach Galicinao presented the Regents with a  
7 detailed chart identifying the glaring deficiencies in compensation between male and  
8 female coaches (“Operation Close The Gap”). Plaintiff Hendricks helped Coach  
9 Galicinao in her preparation of the presentation. As it relates to Plaintiff specifically,  
10 despite Hendricks’ years of experience and accomplishments, the UCSB baseball  
11 assistant coaches were paid more than Plaintiff’s salary.

#### 12   IV.

#### 13   VENUE AND JURISDICTION

14           25. This action arises under among other laws, the Title IX of the Education  
15 Amendments of 1972, 20 U.S.C. §§ 1681 *et seq.*, and the regulations and policies  
16 promulgated pursuant to that law.

17           26. This Court has jurisdiction over Plaintiff’s federal law claims pursuant  
18 to 28 U.S.C. §§ 1331, 1343(a)(3), and 1343(a)(4).

19           27. Declaratory Relief is authorized pursuant to 28 U.S.C. §§ 2201 and 2202  
20 to obtain the correct interpretation of the legal requirements described in this  
21 Complaint, which is necessary and appropriate to determine the parties’ respective  
22 rights and duties.

23           28. Venue is proper in this District because all or a substantial portion of the  
24 events forming the basis of this action occurred in this District. Defendant is located  
25 in this District and Plaintiff worked in this District.

26           29. On October 17, 2022, Plaintiff filed a Complaint with the California  
27 Department of Fair Employment and Housing (“DFEH”). On October 17, 2022,  
28 Plaintiff received a Right to Sue Letter from the DFEH exhausting the requirement

1 by which to file her claim of gender discrimination and retaliation for engagement in  
2 a protected activity.

3 30. On July 19, 2022, Plaintiff submitted a Government Code § 910 claim  
4 seeking to exhaust any applicable tort claims. The claim was denied by Defendant  
5 on July 28, 2022.

6 31. On July 19, 2022, Plaintiff submitted a letter to the Title IX and Sexual  
7 Harassment Policy Compliance Office to exhaust the Regents' internal procedures  
8 for whistleblower complaints.

9 32. Plaintiff has satisfied all conditions precedent, if any, to the filing of this  
10 suit.

11 **V.**

12 **PARTIES**

13 33. Plaintiff, Alysia Hendricks, is a former employee/coach of the UCSB.

14 34. The Regents is a public entity existing under the laws of the State of  
15 California and is a general law city as defined by Government Code § 36501.

16 35. The Regents have a duty to comply with Title IX and grant athletic  
17 financial funding to its female sports teams proportional to the athletic financial  
18 funding granted to the male sports teams.

19 36. Defendant Regents is a recipient of federal funds and is required to  
20 comply with Title IX and all of its implementing regulations.

21 37. Under Title IX of the Education Amendments of 1972, 20 U.S.C. §  
22 1681 *et seq.*, and the regulations adopted pursuant to 34 C.F.R. Part 106, Regents  
23 must provide equal opportunities for women and men in every program Regents  
24 offers, including equal athletic financial funding to females and males in Regents'  
25 intercollegiate athletics programs.

26 38. The Regents is an employer within the State of California and is  
27 obligated to comply with California State law including, Labor Code section 1102.5  
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1 and the California Fair Employment and Housing Act (“FEHA”) codified in  
2 California Government Code section 12900 et seq.

3 39. The Regents have a duty to comply with the Equal Pay Act and pay its  
4 employees equal pay for equal work regardless of gender.

5 40. The true names, capacities or involvement, whether individual,  
6 corporate, governmental or associate, of the Defendants named herein as DOE 1  
7 through 10, inclusive are unknown to Plaintiff who therefore sues said Defendants by  
8 such fictitious names. Plaintiff prays for leave to amend this Demand to show the  
9 true names and capacities when the same have been finally determined. Plaintiff is  
10 informed and believes, and upon such information and belief alleges thereon, that  
11 each of the Defendants designated herein as DOE in negligently, intentionally,  
12 strictly liable or otherwise legally responsible in some manner for the events and  
13 happenings herein referred to, and negligently, strictly liable intentionally or  
14 otherwise caused injury and damages proximately thereby to Plaintiff, as is  
15 hereinafter alleged.

16 41. Plaintiff is informed and believes that, at all relevant times herein,  
17 Defendants engaged in the acts alleged herein and/or condoned, permitted,  
18 authorized, and/or ratified the conduct of its employees and agents, and other  
19 Defendants and are vicariously or strictly liable for the wrongful conduct of its  
20 employees and agents as alleged herein.

21 42. Plaintiff is informed and believes that, and on that basis alleges that,  
22 each of the Defendants acted, in all respects pertinent to this action, as the agent or  
23 employee of each other, and carried out a joint scheme, business plan, or policy in all  
24 respect thereto and, therefore, the acts of each of these Defendants are legally  
25 attributable to the other Defendants, and that these Defendants, in all respects, acted  
26 as an employer and/or joint employers of Plaintiff in that each of them exercised  
27 control over his wage payments and control over his duties.

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1           43. Plaintiff is informed and believes that, and on that basis alleges that, at  
2 all relevant times, each and every Defendant has been the agent, employee,  
3 representative, servant, master, employer, owner, agent, joint venture, and alter ego  
4 of each of the other and each was acting within the course and scope of his or her  
5 ownership, agency, service, joint venture, and employment.

6           44. At all times mentioned herein, each and every Defendant was the  
7 successor of the other and each assumes the responsibility for the acts and omissions  
8 of all other Defendants.

9                                   **VI.**

10                   **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

11           45. Plaintiff repeats and re-alleges each and every allegation by reference  
12 contained in all previous paragraphs.

13           46. Title IX says, “No person in the United States shall, on the basis of sex,  
14 be excluded from participation in, be denied the benefits of, or be subjected to  
15 discrimination under any education program or activity receiving Federal financial  
16 assistance.” 20 U.S.C. § 1681(a).

17           47. Because the Regents receive federal financial assistance, its varsity  
18 athletic program is subject to Title IX and Regents must comply with Title IX’s  
19 requirements. 20 U.S.C. § 1687.

20           48. When schools segregate their varsity athletic programs on the basis of  
21 sex as the Regents does, their violations of Title IX in those programs constitute  
22 intentional discrimination. *See Neal v. Board of Trustees of the Cal. State Univs.*,  
23 198 F. 3d 763, 772 n.8 (9th Cir. 1999).

24           49. Applying Title IX to intercollegiate athletics, OCR has adopted  
25 regulations requiring educational institutions receiving federal funds to “provide  
26 equal athletic opportunity for members of both sexes.” 34 C.F.R. § 106.41(c).

27           50. The regulations, codified at 34 C.F.R. Part 106 (the “Regulations”) are  
28 enforced by OCR.

1           51. In 1979, OCR issued a policy interpretation of Title IX and the  
2 Regulations as applied to intercollegiate athletics at 44 Fed. Reg. 71,413 (Dec. 11,  
3 1979)(the “OCR Policy Interpretation”).

4           52. The OCR Policy Interpretation sets forth three areas of compliances  
5 under Title IX as it relates to college sports: (1) equal accommodation of student  
6 interests and abilities; (2) equal athletic financial assistance; and (3) equal treatment  
7 and benefits.

8           53. Compliance regarding athletic financial assistance is assessed pursuant  
9 to 34 C.F.R. § 106.37(c), which provides:

10           (1) To the extent that a recipient awards athletic scholarships or grants in aid, it  
11 must provide reasonable opportunities for such awards for members of  
12 each sex in proportion to the number of students of each sex participating  
13 in interscholastic or intercollegiate athletics.

14           (2) Separate athletic scholarships or grants in aid for members of each sex may  
15 be provided as part of separate athletic teams for members of each sex to  
16 the extent consistent with this paragraph and § 106.41.

17           54. The OCR Policy Interpretation states, among other things, its  
18 interpretation of the athletic financial aid provision quoted above:

19           The Policy – The Department will examine compliance with this provision of  
20 the regulation primarily by means of a financial comparison to determine  
21 whether proportionately equal amounts of financial assistance (scholarship  
22 aid) are available to men’s and women’s athletic programs. The Department  
23 will measure compliance with this standard by dividing the amounts of aid  
24 available for the members of each sex by the numbers of male or female  
25 participants in the athletic programs and comparing the results. Institutions  
26 may be found in compliance if this comparison results in substantially equal  
27 amounts or if a resulting disparity can be explained by adjustments to take into  
28 account legitimate, nondiscriminatory factors . . .

1 Application of the Policy – This section does not require a proportionate  
2 number of scholarships for men and women or individual scholarships of  
3 equal dollar value. It does mean that the total amount of scholarship aid made  
4 available to men and women must be substantiality proportionate to their  
5 participation rates.

6 Because Title IX, and its implementing Regulations are federal law, NCAA  
7 and conference rules cannot justify violations of them. The Title IX  
8 Regulations state: “The obligation to comply with this part is not obviated or  
9 alleviated by any rule or regulation of any organization ... or association  
10 which would render any applicant or student ineligible to participate or limit  
11 the eligibility or participation of any applicant or student, on the basis of sex,  
12 in any education program or activity operated by a recipient and which  
13 receives Federal financial assistance.” 34 C.F.R. 106.6(c).

14 55. The Regents is a member of the NCAA, and it participates in Division I  
15 athletics, the highest level of intercollegiate competition. Regents offer athletic  
16 financial funding to members of its varsity athletic teams.

17 56. For the past several decades, the Regents has sponsored men’s and  
18 women’s varsity Division I intercollegiate athletic teams, segregated based on sex.

19 57. The Regents fails to provide athletic financial funding to its female  
20 varsity student athletes in proportion to their athletic participation rates, and  
21 accordingly, intentionally discriminates against female softball players in violation  
22 of Title IX.

23 58. At all times relevant to this matter, Defendant was and is responsible for  
24 ensuring that Regents complied with Title IX and provided proportional athletic  
25 financial funding to its female student-athlete programs.

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1           59. For more than a decade, female programs (specifically softball) at the  
2 Regents (UCSB) have been deprived of athletic financial funding in proportion to  
3 their participation in Regents’ athletics, and the difference in the proportion has  
4 always been greater than 1%.

5           60. Plaintiff was the Assistant Coach of the UCSB Softball Team from  
6 2017 until she was terminated in 2022.

7           61. In addition to her on field duties, she worked with all aspects of the  
8 program, including recruiting, fundraising, and monitoring players’ academics.

9           62. During her tenure, Plaintiff became more and more aware of the  
10 inequality between her softball program and the UCSB baseball program. These  
11 inequalities included the vast difference in resources, including, but not limited to,  
12 coaching staff, support staff, field maintenance, equipment, and apparel between  
13 each program.

14           63. For example, the coaches in the softball program were not only  
15 expected to manage the team but also provide field and equipment upkeep duties.  
16 The coaches of the baseball team were not tasked with these responsibilities since  
17 they are staffed with a designated field person and interns.

18           64. Over the past couple of years, Plaintiff began to regularly hear from  
19 other softball coaches that the immense difference and gap between the men’s and  
20 women’s programs at UCSB was alarming. Specifically, coaches were fearful to  
21 allow their players to take batting practice in the old and unsafe batting cages.

22           65. On March 31, 2022, Head Coach Galicinao had a meeting with Interim  
23 Athletic Director Kelly Barsky and Sport Supervisor Bryan Cornet. Galicinao  
24 created a presentation called, “Close the Gap”, which focused on the pay disparity  
25 between the coaches of the sports programs at not only UCSB but also the other  
26 universities across the State of California. In addition to the discernible pay gap,  
27 Galicinao further illustrated that the UCSB softball program received far less  
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1 funding, a smaller staff, and less equipment than the baseball program. Plaintiff  
2 provided Head Coach Galicinao with her input and knowledge of the inequalities.

3 66. Following the presentation, Mrs. Barsky stated that due to the large  
4 amount of information provided she would need additional time to review.

5 67. Following the meeting, Plaintiff was not provided any updates, follow  
6 up, or status of any investigation in response to the “Close the Gap” presentation.

7 68. After Coach Galicinao’s presentation, she and Plaintiff continually  
8 requested more support in field maintenance, safer equipment and facilities, and  
9 general support for the softball program. These repeated complaints fell onto deaf  
10 ears.

11 69. On June 2, 2022, Plaintiff was called into a meeting with Mrs. Barsky  
12 and Associate Athletic Director of Business Operations, Sandra Featherson. During  
13 this meeting, Mrs. Barsky terminated Plaintiff under the pretext that the program was  
14 going “in a different direction.”

15 70. Plaintiff later learned that her Sports Supervisor, Mr. Cornet, was  
16 completely unaware that she was terminated.

17 71. Plaintiff believes and thereon asserts that her termination was a result of  
18 her complaints about UCSB’s violations of the Equal Pay Act of 1963, Title IX, and  
19 Gender Discrimination and Retaliation in response to her “Close the Gap”  
20 presentation.

21 **VII.**

22 **CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

24 **Title IX – Unequal Allocation of Athletic Financial Assistance**

25 72. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1-  
26 70 as though fully set forth herein.

27 73. Defendant provides athletic financial funding to some of its male and  
28 female athletic programs.

1           74. Under Title IX and 34 C.F.R. § 106.37, as interpreted by OCR,  
2 Defendant must provide athletic financial funding to its female and male student-  
3 athletes in proportion to the number of students of each sex participating in  
4 intercollegiate athletics.

5           75. Defendant has not provided and does not provide athletic financial  
6 funding to UCSB’s female and male student-athletes in proportion to the number of  
7 students of each sex participating in intercollegiate athletics.

8           76. Defendant has provided and continues to provide UCSB’s female  
9 programs much less – and its male programs much more – athletic financial funding  
10 than they would have received if UCSB had granted such aid in proportion to the  
11 number of students of each sex participating in intercollegiate athletics.

12           77. Defendant’s failure to provide UCSB’s female student-athletes with  
13 athletic financial funding in proportion to the number of female student-athletes  
14 participating in intercollegiate athletics constitutes sex discrimination in violation of  
15 Title IX and 34 C.F.R. § 106.37.

16           78. Individuals harmed by violations of Title IX may seek and recover  
17 monetary damages, injunctive relief to prevent continuing discrimination, and  
18 declaratory relief.

19           79. Plaintiff has been harmed by Defendant’s failure to provide UCSB’s  
20 female student-athletes with athletic financial funding in proportion to the number of  
21 female student-athletes participating in intercollegiate athletics. Such harm includes,  
22 but is not limited to, lost athletic financial funding, poor facilities, small coaching  
23 staff and being subjected to sex discrimination. Accordingly, Plaintiff is entitled to  
24 the requested relief herein.

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**SECOND CAUSE OF ACTION**

**Title IX - Unequal Allocation of Athletic Treatment and Benefits**

80. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1-78 as though fully set forth herein.

81. Defendant provides its varsity student athletes with certain benefits, including, but not limited to, equipment, supplies, uniforms, locker rooms, scheduling for competitions, transportation, coaching, tutoring, and academic support services, practice and competition facilities, training services, weight training, and other services.

82. Under Title IX and 34 C.F.R. § 106.41(c), Defendant must allocate these benefits equally between male and female athletes. On a program-wide basis, it must provide female athletes with benefits that are comparable to those that it provides to male athletes.

83. Defendant fails to provide female student athletes with an equal allocation of these benefits. This failure constitutes disparate treatment and sex discrimination in violation of Title IX.

84. Defendant has not sufficiently allocated the amount of benefits (or the resources and budgets necessary to provide the benefits to female athletes).

85. Defendant fails to provide equal athletic benefits, including but not limited to the provision of equipment and supplies, compensation for coaches, and administrative support.

86. Plaintiff has been harmed by Defendant’s failure to provide its female student athletic programs with an equal allocation of benefits and resources. Such harm includes a lost competitive advantage and less quality in participation opportunities. It also includes emotional distress, pain, anxiety, and other damages to be proved at trial. Accordingly, Plaintiff is entitled to the relief requested herein.

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**FOURTH CAUSE OF ACTION**

**Discrimination Based Upon Sex/Gender**

**(Cal. Gov. Code §§ 12940 *et seq.*)**

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4 94. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1-  
5 92 as though fully set forth herein.

6 95. At all times relevant, FEHA, specifically California Government Code §  
7 12940(a) protected Plaintiff from discrimination in employment on the basis of her  
8 sex/gender.

9 96. It is an unlawful employment practice for an employer to discriminate  
10 against an employee, including discriminating against an employee in the terms and  
11 conditions of employment, based on sex/gender.

12 97. The substantial motivating factor for Defendant's discrimination against  
13 Plaintiff was because of her sex/gender female.

14 98. Defendant unlawfully discriminated against Plaintiff because of her  
15 sex/gender with respect to the terms, conditions, and/or privileges of her  
16 employment. Defendant's actions toward Plaintiff constitute disparate treatment  
17 based on unlawful sex/gender related reasons. Such discrimination was a substantial  
18 motivating reason in causing Plaintiff's damages.

19 99. As a direct and proximate result of Defendant's unlawful conduct,  
20 Plaintiff suffered an adverse employment action (termination from employment) and  
21 suffered and continues to suffer economic and non-economic damages for which  
22 Defendant is liable, including but not limited to emotional distress, humiliation, loss  
23 of reputation, loss of promotion, and loss of compensation, bonuses, benefits, and  
24 other privileges and conditions of employment in an amount to be proven at trial.

25 100. Plaintiff had to retain counsel to vindicate her rights under FEHA, as  
26 alleged in this Complaint, and is entitled to an award of attorney's fees and costs as  
27 provided in California Government Code §12965(b).

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**FIFTH CAUSE OF ACTION**

**Retaliation for Opposing Sex/Gender Discrimination in Violation of FEHA  
(Cal. Gov. Code §§ 12940 *et seq.*)**

101. Plaintiff realleges and incorporates by reference paragraphs 1-99 as though fully set forth herein.

102. At all times relevant, California Government Code § 12940 *et seq.* was in full force and effect and binding upon Defendant.

103. Pursuant to California Government Code § 12940(b), Plaintiff had a legal right to protest discrimination in the workplace, without retaliation from Defendant.

104. As a result of Plaintiff’s protest and opposition to the unlawful conduct of Defendant, Plaintiff was retaliated against by Defendant and suffered an adverse employment action (termination from employment).

105. As a direct and proximate result of Defendant’s unlawful conduct, Plaintiff suffered and continues to suffer economic and non-economic damages for which Defendant is liable, including but not limited to emotional distress, humiliation, loss of reputation, loss of promotion, bonuses, benefits, and other privileges and conditions of employment in an amount to be proven at trial.

106. Plaintiff had to retain counsel to vindicate her rights under FEHA, as alleged in this Complaint, and is entitled to an award of attorney’s fees and costs as provided in California Government Code § 12965(b).

**SIXTH CAUSE OF ACTION**

**Violation of Labor Code Section 1102.5**

107. Plaintiff realleges and incorporates by reference paragraphs 1-105 as though fully set forth herein.

108. At all times relevant, California Labor Code § 1102.5 was in full force and effect and binding upon Defendant.

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1 109. Pursuant to California Labor Code § 1102.5, Plaintiff had a legal right  
2 to disclose unlawful acts to those with authority to investigate, discover, or correct  
3 such violations without retaliation from Defendant.

4 110. Plaintiff reported and disclosed unlawful acts prohibited by FEHA, Title  
5 IX, and the Equal Pay Act (i.e. “Operation Close The Gap”), among other laws, to  
6 executives, managers, and superiors employed by Defendant.

7 111. As a result of Plaintiff’s reporting and disclosure of unlawful acts,  
8 Defendant retaliated against Plaintiff.

9 112. As a direct and proximate result of Defendant’s unlawful conduct,  
10 Plaintiff suffered and continues to suffer adverse employment actions (termination  
11 from employment) resulting in economic and non-economic damages for which  
12 Defendant is liable, including but not limited to emotional distress, humiliation, loss  
13 of reputation, loss of promotion, and loss of compensation, bonuses, benefits, and  
14 other privileges and conditions of employment in an amount to be proven at trial.

15 113. Plaintiff had to retain counsel to vindicate her rights under the Labor  
16 Code, as alleged in this Complaint, and is entitled to an award of attorney’s fees and  
17 costs as provided in Labor Code § 1102.5(j).

18 **SEVENTH CAUSE OF ACTION**  
19 **RETALIATION UNDER THE FLSA**

20 114. Plaintiff realleges and incorporates by reference the paragraphs above.

21 115. Plaintiff in this case has taken advantage of the FLSA rights by filing of  
22 this action.

23 116. Under 29 U.S.C. § 215(a)(3), it is unlawful to take an adverse  
24 employment action, including termination of employment, against an employee for  
25 taking advantage of her FLSA rights.

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1 117. Plaintiff made efforts to prevent Title IX and Equal Pay Act violations,  
2 but Defendant refused to listen or address these issues. In retaliation for Plaintiff's  
3 Complaints. She suffered an adverse employment action (termination from  
4 employment).

5 118. Plaintiff has been damaged because she has been terminated as the  
6 Assistant Softball Coach as a result of her complaints.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff requests of this Court the following relief:

- 9 1. For compensatory damages according to proof;
- 10 2. For special damages according to proof;
- 11 3. maintain jurisdiction over this action to monitor Defendant's
- 12 compliance with this Court's orders;
- 13 4. For attorneys' fees;
- 14 5. For statutory penalties;
- 15 6. For costs of suit incurred herein;
- 16 7. For civil penalties;
- 17 8. For pre-judgment interest;
- 18 9. For post-judgment interest;
- 19 10. For general damages in an amount to be proved;
- 20 11. Injunctive Relief; and
- 21 12. For such other and further relief as the tribunal may deem just and
- 22 proper.

23 LYON LEGAL, P.C.

24 Dated: February 9, 2023

25 By: /s/Devon M. Lyon  
26 DEVON M. LYON, ESQ.  
MATTHEW B. PEREZ, ESQ.

27 Attorneys for Plaintiff,  
28 **ALYSIA HENDRICKS**

**CERTIFICATE OF SERVICE**

**RE: HENDRICKS V. THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
(CASE NO. 2:22-cv-8739-SK)**

I am a citizen of the United States and employed in the County of Los Angeles, State of California. I am over eighteen (18) years of age and not a party to the above-entitled action. My business address is LYON LEGAL, P.C. 1154 E. Wardlow Rd., Long Beach, CA 90807.

On **February 9, 2023**, I served the foregoing document(s) described as:

- **FIRST AMENDED COMPLAINT**

on the interested parties by placing a true and correct copy thereof in a sealed envelope(s) addressed as follows:

**SEE ATTACHED PROOF OF SERVICE LIST**

**VIA ECF:**

- by electronically filing the foregoing with the Clerk of the District Court using its ECF System, which electronically notifies them via email as indicated above.

**VIA U.S. MAIL:**

- by placing the above-listed document(s) in a sealed envelope with postage prepaid in the United States mail at Long Beach, California to the address(es) listed below.

**VIA ELECTRONIC MAIL:**

- I personally delivered such documents via electronic mail to the email address(es) listed below.

I declare under penalty of perjury under the laws of the United States that the above is true and correct.

Executed on **February 9, 2023**, at Long Beach, California.

/s/Devon M. Lyon  
DEVON M. LYON

**CERTIFICATE OF SERVICE LIST**

<p>Jonathan D. Miller, Esq. <a href="mailto:jonathan@nshmlaw.com">jonathan@nshmlaw.com</a> Alison M. Bernal, Esq. <a href="mailto:alison@nshmlaw.com">alison@nshmlaw.com</a> <b>NYE, STIRLING, HALE, MILLER &amp; SWEET, LLP</b> 33 West Mission Street, Suite 201 Santa Barbara, CA 93101 (805) 963-2345 – Telephone (805) 284-9590 – Facsimile</p> <p>Attorney for Defendant, <b>REGENTS OF THE UNIVERSITY OF CALIFORNIA</b></p>	
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