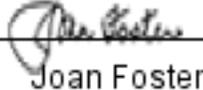


06/23/2025

K. Bieker
Executive Officer and Clerk

By:  Deputy Clerk
Joan Foster

Brennan Hershey (SBN: 311464)
Johnny Rundell (SBN: 289480)
HERSHEY LAW, P.C.
16255 Ventura Blvd, Suite 1205
Encino, CA 91436
Tel: (310) 929-2190
Fax: (818) 301-4918
Email: bhershey@hershey.com, jrundell@hershey.com

Attorneys for Plaintiff RENEE MORA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

RENEE MORA, an individual,
Plaintiff,

vs.

CITY OF OJAI, a public entity, and DOES 1
through 50, inclusive.
Defendants.

Case No. 2025CUWT046231

PLAINTIFF'S COMPLAINT FOR DAMAGES

1. Discrimination on the Basis of Medical Condition in Violation of the FEHA.
2. Discrimination on the Basis of Race in Violation of the FEHA.
3. Failure to Make a Reasonable Accommodation.
4. Failure to Prevent Discrimination in Violation of the FEHA.
5. Retaliation in Violation of the FEHA.
6. Whistleblower Retaliation in Violation of Labor Code § 1102.5.
7. Wrongful Termination in Violation of the FEHA.
8. Wrongful Termination in Violation of Public Policy.
9. Retaliation in Violation of Labor Code § 6310.

DEMAND FOR JURY TRIAL

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1 **COMPLAINT FOR DAMAGES**

2 Plaintiff, Renee Mora, alleges on the basis of personal knowledge and/or information and
3 belief:

4 **SUMMARY**

5 This is an action by Plaintiff, Renee Mora, (“Mora”), against City of Ojai, (“City of
6 Ojai”) and Defendant DOES 1 through 50, inclusive, hereafter collectively referred to as
7 “Defendants”.

8 This case exemplifies how a dedicated employee faced retaliation and wrongful
9 termination after standing up against workplace safety violations and supporting her supervisor
10 who enforced proper policies and procedures. Plaintiff brings this action against Defendants for
11 economic, non-economic, compensatory, and pre-judgment interest pursuant to Code of Civil
12 Procedure section § 3291, and costs and reasonable attorneys’ fees pursuant to Government Code
13 section § 12965(b) and Code of Civil Procedure section § 1021.5.

14 **PARTIES**

15 1. *Plaintiff:* Plaintiff Mora is, and at all times mentioned in this Complaint was, a
16 resident of the County of Ventura, California.

17 2. *Defendant:* Defendant City of Ojai is, and at all times in this Complaint was,
18 authorized to operate by the State of California and the United States government and authorized
19 and qualified to do business in the County of Ventura. City of Ojai’s principal place of business,
20 where the following causes of action took place, was and is located in the County of Ventura at
21 401 South Ventura Street, Ojai, California 92023.

22 3. *Doe Defendants:* DOES 1 to 50, inclusive, are sued under fictitious names
23 pursuant to Code of Civil Procedure section § 474. Plaintiff is informed and believes, and on that
24 basis alleges, and on that basis alleges, that each of the Defendants sued under fictitious names
25 are in some manner responsible for the wrongs and damages alleged below, in so acting were
26 functioning as the agents, servants, partners, and employees of the Co-Defendants, and in taking
27 the actions mentioned below were acting within the course and scope of their authority as such
28 agent, servant, partner, and employee, with the permission and consent of the co-defendants. The

1 named Defendants and DOE Defendants are sometimes hereafter referred to, collectively and/or
2 individually, as “Defendants”.

3 4. *Relationship of Defendants:* All Defendants compelled, coerced, aided, and/or
4 abetted the retaliation and harassment alleged in this Complaint, which conduct is prohibited
5 under California Government Code section § 12940(i). All Defendants were responsible for the
6 events and damages alleged herein, including on the following bases: (a) Defendants, committed
7 the acts alleged; (b) at all relevant times, one or more of the Defendants was the agent or
8 employee, and/or acted under the control or supervision, of one or more of the remaining
9 defendants, and in committing the acts alleged, acted within the course and scope of such agency
10 and employment and/or is or are otherwise liable for Plaintiff’s damages. Defendants exercised
11 domination and control over one another to such an extent that any individuality or separateness
12 of Defendants, does not, and at all times herein mentioned did not, exist. Adherence to the fiction
13 of the separate existence of Defendants would permit abuse of the corporate privilege and would
14 sanction fraud and promote injustice. All actions of all defendants were taken by employees,
15 supervisors, executives, officers, and directors during employment with all Defendants, were
16 taken on behalf of all Defendants, and were engaged in, authorized, ratified, and approved of by
17 all other Defendants.

18 5. Defendants both directly and indirectly employed Plaintiff, as defined in the Fair
19 Employment and Housing Act (“FEHA”) at Government Code section § 12926(d).

20 6. In addition, Defendants compelled, coerced, aided, and abetted the harassment,
21 which is prohibited under California Government Code section § 12940(i).

22 7. Finally, at all relevant times mentioned herein, all Defendants acted as agents of
23 all other Defendants in committing the acts alleged herein.

24 8. *Jurisdiction and venue:* Jurisdiction and venue are proper in this court because:

25 a. At all relevant times, the unlawful employment practices occurred in Ojai,
26 California, where Defendant City of Ojai Recreation Department operates and conducts business
27 at 510 Park Road, Ojai, California 93023.

1 **FACTS COMMON TO ALL CAUSES OF ACTION**

2 9. *Plaintiff's hiring:* Mora was hired on or about April 15, 2025 as a Recreation
3 Leader.

4 10. *Plaintiff's protected status:*

5 a. Plaintiff is a Mexican-American female who suffers from dyslexia, a
6 recognized disability requiring reasonable accommodations.

7 11. *Plaintiff's protected activity:*

8 a. Plaintiff engaged in protected activity by reporting workplace safety
9 violations regarding alcohol consumption at softball games, supporting her supervisor's
10 enforcement of policies, and reporting discrepancies in the gymnastics program.

11 12. *Defendants' adverse employment actions and behavior:*

12 a. Plaintiff Renee Mora began her employment with the City of Ojai
13 Recreation Department on April 15, 2024, as a Recreation Leader. Based on her exemplary
14 performance, she was promoted to Office Specialist II in September 2024, with a salary increase
15 to \$23.98 per hour.

16 b. During her initial employment as Recreation Leader and Field Supervisor
17 from May to August 2024, Plaintiff was responsible for supervising adult softball leagues and
18 ensuring compliance with City policies. In May 2024, Plaintiff reported to her supervisor, Matt
19 Davis, that participants were consuming excessive amounts of alcohol during games, violating
20 the Ojai Recreation Softball code of conduct. After Mr. Davis sent an email reinforcing the
21 alcohol prohibition policy, Plaintiff began experiencing harassment from players who would
22 make hostile comments such as "Watch out, here comes that Bitch" and "Fucking Snitch."

23 c. The situation escalated in August 2024 when Brian Taylor, a softball
24 player, became aggressive toward Plaintiff and other staff members. Taylor made
25 discriminatory comments including "Fuck you Mexicans" and physically confronted Plaintiff,
26 culminating in him chest-bumping her. Despite reporting this incident to City Manager Ben
27 Harvey, the City failed to take appropriate corrective action, instead suggesting Plaintiff file
28 personal charges against Taylor.

1 d. In November 2024, after Mr. Davis was pressured to either resign or repair
2 relationships with parents regarding gymnastics program issues, Plaintiff advocated on his
3 behalf to City Manager Ben Harvey. Following this protected activity, Plaintiff began
4 experiencing retaliation. The new interim manager, Kristy Rivera, excluded Plaintiff from
5 communications about office procedures and recreation activities.

6 e. When Plaintiff requested disability accommodations for her dyslexia,
7 including repetitive explanations and written instructions, the City failed to engage in the
8 interactive process or provide reasonable accommodations. Instead, management used her
9 disability against her, questioning her work performance despite her previous positive reviews.

10 f. The retaliation intensified when Plaintiff reported discrepancies in activity
11 money processing to Kristy Rivera. Former employee Jeff Jones urged Plaintiff to quit, while
12 colleague Brianna Soliz made unfounded accusations about Plaintiff exchanging sexual favors
13 for promotions.

14 g. On December 17, 2024, after Plaintiff voiced concerns to HR about being
15 retaliated against and sabotaged, Kristy Rivera reminded Plaintiff of her probationary status and
16 suggested she could leave if unhappy. Shortly thereafter, on January 10, 2025, Plaintiff was
17 abruptly terminated during a brief meeting with HR, with the only explanation being her
18 "probationary" status, despite her history of positive performance.

19 h. The City employs more than five employees and operates the Recreation
20 Department, which provides recreational programs and activities to the Ojai community.

21 13. *Economic damages:* As a consequence of Defendants' conduct Plaintiff has
22 suffered and will suffer economic harm, including but not limited to: (1) lost past and future
23 income; (2) lost employment benefits; (3) damage to their career prospects and earning capacity;
24 (4) lost wages and overtime compensation; (5) unpaid expenses; and (6) statutory penalties, as
25 well as interest on unpaid wages at the legal rate from and after each payday on which those
26 wages should have been paid, all in amounts to be proven at trial.

27 14. *Non-economic damages:* As a consequence of Defendants' conduct, Plaintiff has
28 suffered and will continue to suffer non-economic damages, including but not limited to: (1)

1 psychological and emotional distress; (2) humiliation; (3) mental anguish; (4) physical pain and
2 suffering; and (5) loss of enjoyment of life, all in amounts to be proven at trial.

3 15. *Attorneys' fees*: Plaintiff has incurred and continues to incur substantial legal
4 expenses and attorneys' fees in the prosecution of this action and is entitled to an award of
5 reasonable attorneys' fees and costs pursuant to applicable law, including but not limited to
6 Government Code section § 12965(b) and Code of Civil Procedure section § 1021.5.

7 16. *Exhaustion of administrative remedies*: Prior to filing this action, Plaintiff satisfied
8 all administrative prerequisites and exhausted all required administrative remedies by: (a) filing
9 timely administrative complaints with the California Civil Rights Department ("CRD") and
10 receiving Right to Sue notices for all FEHA-based claims; (b) timely filing a written government
11 claim with Defendant public entity pursuant to Government Code §§ 910 et seq. for all tort claims,
12 ; and (c) exhausting any applicable internal administrative grievance procedures as required by
13 Defendant public entity's policies and procedures. Plaintiff has complied with all statutory
14 prerequisites to filing this action against a public entity.

15 **FIRST CAUSE OF ACTION**

16 ***Discrimination on the Basis of Medical Condition in Violation of FEHA***

17 **(By Plaintiff Mora Against Defendants City of Ojai; and DOES 1 through 50)**

18 17. Plaintiff hereby incorporates by reference the preceding paragraphs of this
19 complaint as if fully alleged herein.

20 18. At all times herein mentioned, California Government Code § 12940 et seq., was
21 in full force and effect and were binding on Defendants, as Defendants regularly employed five
22 (5) or more persons.

23 19. California Government Code § 12940(a) prohibits employers from discriminating
24 against any person in compensation or in terms, conditions, or privileges of employment because
25 of Medical Condition and Race.

26 20. Plaintiff is a member of a protected class based on Plaintiff's Medical Condition
27 and Race.

28 21. Plaintiff was qualified for the position Plaintiff held and was performing

1 satisfactorily.

2 22. Plaintiff suffered an adverse employment action.

3 23. The circumstances surrounding the adverse employment actions suggest that
4 Plaintiff's Medical Condition and Race was a substantial motivating reason for Defendants'
5 decisions.

6 24. Similarly situated employees not in Plaintiff's protected class were treated more
7 favorably and/or were not subjected to similar adverse employment actions.

8 25. Defendants have failed to articulate a legitimate, non-discriminatory reason for the
9 adverse employment action taken against Plaintiff. Even if Defendants were to articulate such a
10 reason, such reason would be pretextual.

11 26. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered
12 actual, consequential and incidental financial losses, including without limitation, loss of salary
13 and benefits, and the intangible loss of employment related opportunities in Plaintiff's field and
14 damage to Plaintiff's professional reputation, all in an amount subject to proof at the time of trial.
15 Plaintiff claims such amounts as damages pursuant to California Government Code § 3287 and/or
16 § 3288 and/or any other provision of law providing for prejudgment interest.

17 27. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and
18 continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well as
19 the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon alleges
20 that Plaintiff will continue to experience said physical and emotional suffering for a period in the
21 future not presently ascertainable, all in an amount subject to proof at the time of trial.

22 28. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced
23 to hire attorneys to prosecute Plaintiff's claims herein and has incurred and is expected to continue
24 to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'
25 fees and costs under California Government Code § 12965(b).

26 **SECOND CAUSE OF ACTION**

27 ***Discrimination on the Basis of Race in Violation of FEHA***

28 **(By Plaintiff Mora Against Defendants City of Ojai; and DOES 1 through 50)**

1 29. Plaintiff hereby incorporates by reference the preceding paragraphs of this
2 complaint as if fully alleged herein.

3 30. At all times herein mentioned, California Government Code § 12940 et seq., was
4 in full force and effect and were binding on Defendants, as Defendants regularly employed five
5 (5) or more persons.

6 31. California Government Code § 12940(a) prohibits employers from discriminating
7 against any person in compensation or in terms, conditions, or privileges of employment because
8 of Medical Condition and Race.

9 32. Plaintiff is a member of a protected class based on Plaintiff's Medical Condition
10 and Race.

11 33. Plaintiff was qualified for the position Plaintiff held and was performing
12 satisfactorily.

13 34. Plaintiff suffered an adverse employment action.

14 35. The circumstances surrounding the adverse employment actions suggest that
15 Plaintiff's Medical Condition and Race was a substantial motivating reason for Defendants'
16 decisions.

17 36. Similarly situated employees not in Plaintiff's protected class were treated more
18 favorably and/or were not subjected to similar adverse employment actions.

19 37. Defendants have failed to articulate a legitimate, non-discriminatory reason for the
20 adverse employment action taken against Plaintiff. Even if Defendants were to articulate such a
21 reason, such reason would be pretextual.

22 38. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered
23 actual, consequential and incidental financial losses, including without limitation, loss of salary
24 and benefits, and the intangible loss of employment related opportunities in Plaintiff's field and
25 damage to Plaintiff's professional reputation, all in an amount subject to proof at the time of trial.
26 Plaintiff claims such amounts as damages pursuant to California Government Code § 3287 and/or
27 § 3288 and/or any other provision of law providing for prejudgment interest.

28 39. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and

1 continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well as
2 the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon alleges
3 that Plaintiff will continue to experience said physical and emotional suffering for a period in the
4 future not presently ascertainable, all in an amount subject to proof at the time of trial.

5 40. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced
6 to hire attorneys to prosecute Plaintiff's claims herein and has incurred and is expected to continue
7 to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'
8 fees and costs under California Government Code § 12965(b).

9 **THIRD CAUSE OF ACTION**

10 ***Failure to Make Reasonable Accommodation in Violation of FEHA (Gov't Code § 12940(m))***

11 **(By Plaintiff Mora Against Defendants City of Ojai; and DOES 1 through 50)**

12 41. Plaintiff hereby incorporates by reference the preceding paragraphs of this
13 Complaint as if fully alleged herein.

14 42. At all times herein mentioned, California Government Code § 12940 et seq. was in
15 full force and effect and was binding on Defendants, as Defendants regularly employed five (5) or
16 more persons.

17 43. California Government Code § 12940(m)(1) makes it an unlawful employment
18 practice for an employer "to fail to make reasonable accommodation for the known physical or
19 mental disability of an applicant or employee."

20 44. Plaintiff had a physical and/or mental disability that was known to Defendants.

21 45. Plaintiff was able to perform the essential functions of the job with reasonable
22 accommodation.

23 46. Defendants failed to provide reasonable accommodation for Plaintiff.

24 47. Providing reasonable accommodation would not have imposed an undue hardship
25 on Defendants' operation.

26 48. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
27 suffered and will continue to suffer damages, including lost wages and benefits, emotional distress,
28 and other damages in an amount to be proven at trial.

1 attorneys to prosecute the claims asserted herein and has incurred and is expected to continue to
2 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'
3 fees and costs pursuant to California Government Code § 12965.

4 **FIFTH CAUSE OF ACTION**

5 ***Retaliation in Violation of FEHA (Gov't Code § 12940(h))***

6 **(By Plaintiff Mora Against Defendants City of Ojai; and DOES 1 through 50)**

7 54. Plaintiff hereby incorporates by reference the preceding paragraphs of this
8 Complaint as if fully alleged herein.

9 55. At all times herein mentioned, California Government Code § 12940 et seq. was in
10 full force and effect and was binding on Defendants, as Defendants regularly employed five (5) or
11 more persons.

12 56. California Government Code § 12940(h) prohibits an employer from retaliating
13 against an employee based upon the employee's opposition to practices forbidden under the Fair
14 Employment and Housing Act, or for filing a complaint, testifying, or assisting in any proceeding
15 under the FEHA.

16 57. Plaintiff engaged in protected activity under the FEHA.

17 58. Defendants were aware of Plaintiff's protected activity.

18 59. After Plaintiff engaged in protected activity, Defendants subjected Plaintiff to
19 adverse employment action.

20 60. A causal connection exists between Plaintiff's protected activity and the adverse
21 employment action taken by Defendants. The adverse employment action occurred within a short
22 time after Plaintiff engaged in protected activity and/or other circumstances suggest a retaliatory
23 motive.

24 61. As a proximate result of Defendants' conduct, Plaintiff has suffered and will
25 continue to suffer actual, consequential and incidental damages, including but not limited to, loss
26 of wages and benefits, and the intangible loss of employment related opportunities in Plaintiff's
27 field and damage to Plaintiff's professional reputation, all in an amount subject to proof at the time
28 of trial. Plaintiff claims such amounts as damages pursuant to California Civil Code § 3287 and/or

1 § 3288 and/or any other provisions of law providing for prejudgment interest.

2 62. As a proximate result of Defendants' conduct, Plaintiff has suffered and will
3 continue to suffer emotional distress, humiliation, mental anguish and embarrassment, as well as
4 the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon alleges
5 that Plaintiff will continue to experience said physical and emotional suffering for a period in the
6 future not presently ascertainable, all in an amount subject to proof at trial.

7 63. As a proximate result of Defendants' conduct, Plaintiff has been forced to hire
8 attorneys to prosecute the claims asserted herein and has incurred and is expected to continue to
9 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'
10 fees and costs pursuant to California Government Code § 12965.

11 **SIXTH CAUSE OF ACTION**

12 ***Whistleblower Retaliation in Violation of Labor Code § 1102.5***

13 **(By Plaintiff Mora Against Defendants City of Ojai; and DOES 1 through 50)**

14 64. Plaintiff hereby incorporates by reference the preceding paragraphs of this
15 complaint as if fully alleged herein.

16 65. California Labor Code § 1102.5(b) prohibits employers from retaliating against an
17 employee where the employee has disclosed information, or the employer believes that the
18 employee disclosed or may disclose information, to a government or law enforcement agency, to
19 a person with authority over the employee or another employee who has the authority to
20 investigate, discover, or correct the violation or noncompliance, if the employee has reasonable
21 cause to believe that the information discloses a violation of state or federal statute, or a violation
22 or noncompliance with a local, state or federal rule or regulation, regardless of whether disclosing
23 the information is part of the employee's job duties.

24 66. California Labor Code § 1102.5(c) also forbids retaliation "against an employee for
25 refusing to participate in an activity that would result in a violation of state or federal statute, or a
26 violation of or noncompliance with a local, state, or federal rule or regulation."

27 67. Plaintiff engaged in protected activity under Labor Code § 1102.5.

28 68. Plaintiff had reasonable cause to believe that the information disclosed evidenced

1 a violation of state or federal statute, or a violation or noncompliance with a local, state or federal
2 rule or regulation.

3 69. In response to Plaintiff's protected activity, Defendants subjected Plaintiff to
4 adverse employment action.

5 70. A causal connection exists between Plaintiff's protected whistleblowing activity
6 and the adverse employment action taken by Defendants. Plaintiff's protected activity was a
7 contributing factor in Defendants' decision to take adverse employment action against Plaintiff."

8 71. Defendants' adverse employment action against Plaintiff constitutes unlawful
9 retaliation on account of Plaintiff's protected activity in violation of Labor Code § 1102.5.

10 72. Under Labor Code § 1102.6, once Plaintiff demonstrates by a preponderance of the
11 evidence that retaliation was a contributing factor in the adverse employment action, the burden
12 shifts to Defendants to demonstrate by clear and convincing evidence that they would have taken
13 the same action for legitimate, independent reasons even had Plaintiff not engaged in protected
14 activity.

15 73. As a proximate result of Defendants' conduct, Plaintiff has suffered and continues
16 to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss
17 according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional
18 injuries, including nervousness, humiliation, depression, anguish, embarrassment, fright, shock,
19 pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at
20 trial.

21 74. Plaintiff is entitled to recover a civil penalty of \$10,000 for each violation, to be
22 awarded to the employee who suffered the violation.

23 3. Plaintiff is entitled to reasonable attorney fees pursuant to Labor Code § 1102.5(j).

24 **SEVENTH CAUSE OF ACTION**

25 ***Retaliation for Complaints About Workplace Safety and Health in Violation of Labor Code***

26 ***§ 6310***

27 **(By Plaintiff Mora Against Defendants City of Ojai; and DOES 1 through 50)**

28 75. Plaintiff hereby incorporates by reference the preceding paragraphs of this

1 Complaint as if fully alleged herein.

2 76. California Labor Code § 6310 prohibits employers from retaliating against
3 employees who: (a) file a health or safety complaint with the Division of Occupational Safety and
4 Health, another agency with statutory responsibility for or assisting the Division, the employer, or
5 their representative; (b) institute or cause to be instituted a safety proceeding, or testify in one; (c)
6 exercise rights under safety and health laws; (d) participate in an occupational health and safety
7 committee; (e) report a work-related fatality, injury or illness; (f) request certain mandated
8 occupational injury or illness reports; or (g) exercise rights protected by the federal Occupational
9 Safety and Health Act.

10 77. Plaintiff engaged in protected activity under Labor Code § 6310.

11 78. Defendants were aware of Plaintiff's protected activity.

12 79. After Plaintiff engaged in protected activity, Defendants retaliated against Plaintiff
13 with adverse employment actions.

14 80. Defendants' retaliatory actions were motivated by Plaintiff's protected activity
15 under Labor Code § 6310.

16 81. Labor Code § 6310 also protects employees who are subject to "preemptive
17 retaliation" - where an employer fires an employee whom the employer fears will complain of
18 safety violations.

19 82. Plaintiff has suffered damages as a result of Defendants' unlawful retaliation,
20 including but not limited to lost wages, lost benefits, emotional distress, and other damages
21 according to proof.

22 83. Plaintiff is entitled to reinstatement and reimbursement for lost wages and work
23 benefits caused by Defendants' acts.

24 84. Plaintiff is not required to exhaust administrative remedies before bringing this
25 action.

26 4. Plaintiff seeks all available remedies, including but not limited to reinstatement,
27 reimbursement for lost wages and work benefits, compensatory damages, interest, attorneys' fees,
28 and costs.

1 **EIGHTH CAUSE OF ACTION**

2 ***Wrongful Termination in Violation of the FEHA***

3 **(By Plaintiff Mora Against Defendants City of Ojai; and DOES 1 through 50)**

4 85. Plaintiff hereby incorporates by reference the preceding paragraphs of this
5 Complaint as if fully alleged herein.

6 86. At all times herein mentioned, California Government Code § 12940 et seq. was in
7 full force and effect and was binding on Defendants, as Defendants regularly employed five (5) or
8 more persons. California Government Code § 12940(a) provides that it is unlawful for an
9 employer, because of a protected characteristic or protected activity, to discharge a person from
10 employment.

11 87. Plaintiff was terminated and the circumstances surrounding Plaintiff's termination
12 suggest that Plaintiff's protected characteristics and/or protected activity was a substantial
13 motivating reason for Defendants' decision.

14 88. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered
15 actual, consequential and incidental financial losses, including without limitation, loss of salary
16 and benefits, and the intangible loss of employment related opportunities in Plaintiff's field and
17 damage to Plaintiff's professional reputation, all in an amount subject to proof at the time of trial.
18 Plaintiff claims such amounts as damages pursuant to California Government Code § 3287 and/or
19 § 3288 and/or any other provision of law providing for prejudgment interest.

20 89. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and
21 continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well as
22 the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon alleges
23 that Plaintiff will continue to experience said physical and emotional suffering for a period in the
24 future not presently ascertainable, all in an amount subject to proof at the time of trial.

25 5. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced
26 to hire attorneys to prosecute Plaintiff's claims herein and has incurred and is expected to continue
27 to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'
28 fees and costs under California Government Code § 12965(b).

1 **NINTH CAUSE OF ACTION**

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

3 **(By Plaintiff Mora Against Defendants City of Ojai; and DOES 1 through 50)**

4 90. Plaintiff hereby incorporates by reference the preceding paragraphs of this
5 Complaint as if fully alleged herein.

6 91. To establish a claim for wrongful discharge in violation of public policy, Plaintiff
7 must prove: (a) an employer-employee relationship; (b) termination or other adverse employment
8 action; (c) the termination violated public policy; (d) the termination was a legal cause of Plaintiff's
9 damage; and (e) the nature and extent of Plaintiff's damage.

10 92. At all times herein mentioned, the public policy of the State of California is to
11 prohibit employers from engaging in the conduct alleged herein. This public policy is fundamental,
12 substantial, and well-established in constitutional or statutory provisions. This public policy is
13 designed to protect all employees and to promote the welfare and well-being of the community at
14 large, not merely to serve the interests of the individual Plaintiff. Accordingly, the actions of
15 Defendants, and each of them, in terminating Plaintiff, on the grounds alleged herein were
16 wrongful and in contravention of the express public policy of the State of California.

17 93. The public policy basis for this claim is firmly established in fundamental statutory
18 or constitutional provisions, including but not limited to: The California Fair Employment and
19 Housing Act (Gov. Code § 12940 et seq.), which prohibits discrimination, harassment, and
20 retaliation based on protected characteristics; California Labor Code § 1102.5, which prohibits
21 retaliation against whistleblowers; California Labor Code § 6310, which prohibits retaliation for
22 complaints about workplace safety and health; California Health & Safety Code § 1278.5, which
23 prohibits retaliation against healthcare workers who report patient safety concerns; and California
24 Labor Code §§ 201, 203, 226, 226.7, and 1194, which protect employees' rights to timely payment
25 of wages, accurate wage statements, meal and rest breaks, and overtime compensation.

26 94. Plaintiff engaged in protected activity. Plaintiff need not prove an actual violation
27 of law; it is sufficient that Plaintiff had a reasonable and good faith belief that the law was being
28 violated.

- 1 2. For special damages in an amount according to proof.
- 2 3. For general damages in an amount according to proof.
- 3 4. For penalties under the *Labor Code* in an amount according to proof.
- 4 5. For statutory penalties, according to proof.
- 5 6. For injunctive relief, including employment, reinstatement, and promotion.
- 6 7. For declaratory relief, declaring the amounts of damages, penalties, equitable relief,
7 costs, and attorney's fees to which Plaintiff is entitled.
- 8 8. For reasonable attorney's fees and expenses pursuant to Government Code
9 § 12965(b), Labor Code §§ 218.5, 1194, and other applicable statutes.
- 10 9. For costs of the suit herein incurred.
- 11 10. For pre-judgment and post-judgment interest; and
- 12 11. For such other and further relief as this court may deem just and proper.

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DATED: June 23, 2025

HERSHEY LAW, P.C.

By: 

Brennan Hershey
Johnny Rundell
Attorneys for Plaintiff RENEE
MORA