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ENDORSED

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CLERK OF THE COURT
SUPERIOR COURT OF CA
COUNTY OF SANTA CLARA
BY S. Alvarez DEPUTY

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IN THE SUPERIOR COURT OF THE STATE CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

MICHAEL CLARK, an individual

Plaintiff,

v.

TELEWAVE, INC., and DOES 1-10,
inclusive,

Defendants.

Case No.: 17CV313050

COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF

- (1) RETALIATION
Cal. Lab. Code § 1102.5 BY FAX
- (2) DEFAMATION
- (3) RACE DISCRIMINATION
Cal. Gov. Code § 12900, et seq.
- (4) RETALIATION
Cal. Gov. Code § 12900, et seq.
- (5) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
(TAMENY)

JURY TRIAL DEMANDED

Unlimited

Plaintiff MICHAEL CLARK files this Complaint and complain of the named Defendants
TELEWAVE INC., and DOES 1-10, inclusive, and each of them, jointly and severally, and for
causes of action, alleges as follows:

JURISDICTION AND VENUE

1
2 1. This Court has jurisdiction over the action as Plaintiff MICHAEL CLARK (“PLAINTIFF”)
3 is a resident of the State of California and the acts which form the basis of this action occurred
4 within Santa Clara.

5 2. Defendant TELEWAVE, INC. (“TELEWAVE”) is a California Corporation, licensed to and
6 doing business in the State of California, County of Santa Clara with its principal place of business
7 in Santa Clara County, California.
8

9 3. Defendant TELEWAVE, INC. is an employer within the meaning of the California Fair
10 Employment and Housing Act ("FEHA") because it regularly employs in excess of five employees,
11 licensed to and doing business in the State of California.

12 4. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES 1-
13 10, inclusive, and Plaintiff therefore sues such defendants by such fictitious names. Plaintiff will
14 amend this complaint to allege their true names and capacities when ascertained. Plaintiff is
15 informed and believes and thereon alleges that each of these fictitiously named defendants is
16 responsible in some manner for the occurrences, acts, and omissions alleged herein and that
17 Plaintiff's injuries as alleged herein were proximately caused by such aforementioned defendants.
18

19 5. Plaintiff is informed and believes, and therefore alleges, that at all times mentioned herein
20 defendants were the agents, servants, employees and/or joint venturers of the other defendants and
21 were, as such, at all times mentioned acting within the scope, course and authority of this agency,
22 employment and/or joint venture. Plaintiff is further informed and believes and, therefore alleges,
23 that each of the defendants consented to, ratified, participated in, or authorized the acts of the
24 remaining defendants. Plaintiff will amend this Complaint to allege their true names and capacities
25 when ascertained.
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1 6. Venue is proper in this Court as the acts complained of occurred in Santa Clara County and
2 the Defendant TELEWAVE, INC. has its principal place of business in Santa Clara County.

3 7. Plaintiff has been damaged in excess of the jurisdictional amount of this court.

4 **STATEMENT OF FACTS COMMON TO ALL CAUSES OF ACTION**

5 8. PLAINTIFF began working working at TELEWAVE, Inc. in 2014.

6 9. Then President Roberta Boward and Chief Operating Officer Alan Collins hired
7 PLAINTIFF as a Manager of Sales and Engineering.
8

9 10. Within this role, he had responsibility for overseeing TELEWAVE's Domestic and
10 International sales channel, which comprised a team of Inside Sales representatives that supported
11 external customer outreach and support.

12 11. As Manager of Sales and Engineering, PLAINTIFF was also responsible for TELEWAVE's
13 Distribution Channel, which comprised domestic/international distribution organizations and
14 resellers (partners) that supported product sales globally.
15

16 12. As Manager of Sales and Engineering, PLAINTIFF was also responsible for Supplier
17 Representatives which comprised Representative Firms located throughout North America that
18 supported regional customer outreach and sales support.

19 13. As Manager of Sales and Engineering PLAINTIFF was also responsible for System
20 Engineering which comprised TELEWAVE's team of System Engineers that supported customer
21 centric design activities both domestically and internationally.
22

23 14. As Manager of Sales and Engineering PLAINTIFF was also responsible for Contractual
24 Management for above Distribution, Resellers, Supplier Rep Firms and Government entities.

25 15. In or about March, 2015, Ray Collins, the former owner of TELEWAVE regained control of
26 the company, and ousted his children, President Roberta Boward and Chief Operating Officer Alan
27 Collins from the company.
28

1 16. During this time period, Mr. Collins made several statements to PLAINTIFF that
2 PLAINTIFF found disturbing. For example, on or about March 3, 2015 , PLAINTIFF requested 30
3 minutes of Mr. Collins separately to go over a list of important business items. As the meeting
4 begin, Ray Collins spent the first 15-minutes of the meeting speaking about his dysfunctional family
5 history which had resulted in a lawsuit over the ownership of TELEWAVE. During that
6 discussion, Ray Collins began to tell a story of how he worked with “Yolanda” in the past to locate
7 employees for TELEWAVE, stating, “Yolanda was Black, which shows that I’m not prejudiced.”
8

9 17. The discussion made PLAINTIFF very uncomfortable; however, he continued to
10 competently and effectively perform the functions of his position.

11 18. Two weeks later, Ray Collins informed PLAINTIFF that he would be “laid off”, and that
12 PLAINTIFF'S position had been eliminated, and that TELEWAVE employees, customers and
13 supplier representatives spoke very highly of PLAINTIFF and the work he was performing, but
14 there was no need for PLAINTIFF'S role in the organization.
15

16 19. Immediately after PLAINTIFF's layoff, a Hispanic Male, David Ramirez was promoted
17 from Inside Sales to Manager of Sales and Engineering.

18 20. In the late spring of 2016, Ray Collins passed away, and Ray Collin's wife and her son
19 assumed ownership of the Company. During this period, Dave Mexicano was promoted to
20 President of TELEWAVE, Inc.
21

22 21. In August and September of 2017, Dave Mexicano approached PLAINTIFF about rejoining
23 the organization. After some discussion and negotiation, PLAINTIFF agreed to rejoin the
24 company as Sales Manager, overseeing the domestic and international sales teams, the distribution
25 channel, and supplier representative firms. PLAINTIFF agreed to re-join TELEWAVE at a lower
26 salary than he had previously made due to the management and ownership changes at
27 TELEWAVE.
28

1 22. PLAINTIFF believed at the time he re-joined TELEWAVE, that he would be able to make
2 up for the lower base salary with a negotiated sales performance commission by boosting sales.

3 23. In November 2016, TELEWAVE hired Robert Bagheri as Chief Executive Officer.
4 Immediately upon meeting MR. Bagheri, PLAINTIFF became concerned that Bagheri did not
5 understand the business segment occupied by TELEWAVE.

6 24. In particular, PLAINTIFF became concerned that Bagheri did not fully understand the degree
7 to which prior ownership's unstructured and non-conforming business processes had led to structural
8 issues. For example, forty years of inaccurate system data was required to be cleaned and re-input in
9 to the Enterprise Resource Planning system. Instead of focusing on structural impediments to
10 delivering products in the markets served by TELWAVE, Bagheri focused entirely on business
11 segments that TELEWAVE did not participate in. PLAINTIFF and his co-workers noted that this
12 conduct appeared to be designed to make certain people appear incompetent in their role and
13 ultimately, inhibit an increase in sales.
14

15 25. Commencing in mid-December 2016, Robert Bagheri brought in a candidate for Director of
16 Marketing at Telewave. The CEO, Dave Mexicano, and PLAINTIFF interviewed the candidate:
17 Raz Razavi. Both Mexicano and PLAINTIFF recommended against the hiring of Razavi, as he had
18 apparently been given Mexicano's and PLAINTIFF'S reports to Bagheri, based upon his responses
19 to interview questions. Razavi did not demonstrate any relevant knowledge of Marketing or
20 Product Engineering. No other candidates were interviewed and Bagheri hired Razavi.
21

22 26. Razavi started with TELEWAVE on January 3, 2017 as a Marketing Consultant. Within two
23 weeks he was hired as Director of Marketing. Within two months Razavi was promoted to Vice
24 President of Marketing and then Vice President of Marketing and Sales, despite his lack of
25 knowledge of TELEWAVE's product, market segment, distribution partners, supplier
26 representative firms, and the like.
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1 27. During this time frame, Bagheri made a number of exclusively Persian or East-Indian new
2 hires in addition to Razavi, including Caroline Tooma (Finance / Office Manager) in mid-
3 December 2016 and Siamak Hezaribi (Product Engineering) in January, 2017. Other hires
4 included Islam Fady in Information Technology, and Sameh Khalatbari, a Marketing Assistant.

5 28. TELEWAVE had been searching for a Lead Antenna Engineer. PLAINTIFFI was amongst
6 the interview team for the position. The team interviewed a number of resumes and candidates,
7 prior to putting forth a hire recommendation for one person that stood out amongst all departments.
8 The proposed candidate currently worked for a leading military contractor, and had direct experience
9 in the area of focus, along with an impressive resume with print articles describing his contributions
10 in the area. Despite the interview team's recommendations, the non-Persian, non-East-Indian
11 candidate was rejected by Robert Bagheri and Raz Razavi, for reasons that were demonstrably
12 false.
13

14 29. On January 27, 2017, PLAINTIFF participated in an off-site n a meeting with the owners,
15 Isabella Landing and her son Tom Landing. During this meeting with PLAINTIFF and several
16 other TELEWAVE employees, PLAINTIFF made complaints about Bagheri's new hires being all
17 of a single race, and not particularly qualified for their positions.
18

19 30. In the January 27, 2017, meeting, PLAINTIFF spoke for the vast majority of the meeting
20 and detailed basic accounting and financial issues that PLAINTIFF reasonably believed were part
21 of a plan by Bagheri to misrepresent the financial status and performance of TELEWAVE.
22

23 31. The following week when PLAINTIFF returned to work, Bagheri called PLAINTIFF into a
24 meeting and questioned him about what was discussed during the January 27, 2017 meeting.
25 PLAINTIFF became uncomfortable, as he had believed that his complaints to the ownership would
26 remain confidential.
27
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1 32. In February, 2017, PLAINTIFF overheard a conversation between Raz Razavi, Siamek
2 Hezarbaribi and Sameh Khalatbari, who were discussing TELEWAVE's eligibility for designation
3 as a minority-owned-business. Raz Razavi and Siamek Hezarbaribi began to name groups (women
4 owned, former military, black, etc.), that were elibigle. The conversation migrated into blacks and
5 Hispanic should not be considered as protected groups. Members of the conversation made
6 statements such as "They are getting preferential treatment over us, who should protected before
7 them." PLAINTIFF reasonably believed that the "us" meant Persian/Iranian.

8
9 33. Within several weeks of making the above complaints PLAINTIFF was advised that his
10 new position was being eliminated at TELEWAVE.

11 34. Approximately two weeks after being laid off, PLAINTIFF received communication from a
12 former customer of TELEWAVE who noted that the service level at TELEWAVE had drastically
13 reduced since his departure. The customer explained to PLAINTIFF that when he voiced concern to
14 TELEWAVE about the lack of customer service, he was advised by TELEWAVE employee(s) that
15 the issues were a direct result of PLAINTIFF deleting reports and files from TELEWAVE's system
16 prior to leaving.

17
18 35. PLAINTIFF was shocked by this information, as the allegation was false because
19 PLAINTIFF never deleted files or reports from the system.

20 36. PLAINTIFF also began to receive feedback from current TELEWAVE employees that
21 Robert Bagheri voiced frustration with issues that developed in service levels after PLAINTIFF's
22 employment was terminated.

23
24 37. Mr. Bagheri threatened to speak with "contacts" in the Bay Area and make sure that
25 PLAINTIFF would never obtain another position in the San Francisco Bay Area.

26 38. Mr. Bagheri's reference to "contacts" referred to a small group of Chief Executive Officers
27 with whom he regularly attends meetings in San Francisco on Monday afternoons.
28

1 39. TELEWAVE employees with whom PLAINTIFF had developed friendships were directed
2 not to communicate with PLAINTIFF, and doing so would jeopardize their ongoing employment
3 with TELEWAVE in the future.

4 40. Bagheri falsely claimed that this instruction was necessary because PLAINTIFF had deleted
5 files off the system prior to leaving the company.

6 41. Bagheri continued to repeat the falsehoods concerning PLAINTIFF to TELEWAVE
7 employees and individuals outside the company that PLAINTIFF deleted files with both
8 management and the sales group leading into the week of March 13, 2017.

10 42. On March 13, 2017, Robert Bagheri and Raz Razavi attended the weekly production meeting
11 at TELEWAVE. In PLAINTIFF's absence, Raz Razavi took the lead in running the meeting.

12 Unable to process and/or interpret the information that was reviewed weekly, he stated the reason
13 information was unavailable was due to PLAINTIFF deleting reports and files off the system. The
14 statement was false. In attendance at this meeting was David Ramirez, James Lind, Troed
15 Johnson, Adam Torres, Lilliana Silva, Dave Mexicano and Brad Senge (via conference call).

17 43. Razavi held separate meetings with David Ramirez and James Lind to discuss the
18 “expectations” for the inside sales reps. During these meetings, Mr. Razavi again falsely claimed
19 that the absence of reports due to PLAINTIFF's actions prior to leaving.

20 44. Mr. Razavi also falsely asserted that PLAINTIFF withheld and/or refused to supply
21 information which executive management had requested.

23 45. Upon PLAINTIFF's departure in March 2017, Raz Razavi gave a portion of PLAINTIFF's
24 responsibilities—overseeing the Distribution and Supplier Rep channel—to David Ramirez, and
25 requested that he reach out to suppliers to inform them of the change.

26 46. In so doing, David Ramirez repeated the false statements of fact made by Raz Razavi and
27 Robert Bagheri, specifically that PLAINTIFF had deleted and removed files and/or reports off
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1 TELEWAVE's system. Mr. Ramirez further asserted a false fact, that the delayed shipment of
2 orders was a direct result of the false claim that PLAINTIFF had deleted information from
3 TELEWAVE's system. These conversations occurred from approximately March 8, 2017 through
4 approximately March 22, 2017.

5 47. Mr. Razavi made comments internally at TELEWAVE during the period of March 8th
6 through March 28th. Razavi mirrored the comments made by Robert Bagheri stating PLAINTIFF
7 deleted files and reports off TELEWAVE's system.
8

9 48. During the period of March 13th – March 17th, 2017 Mr. Razavi was working with Susan
10 Lynch of SAS Consultant. Mr. Razavi was directing Susan to formulate new reports that provided
11 specific pieces of information that he would like to see in a structured format. Mr. Razavi made
12 numerous statements falsely asserting that PLAINTIFF had deleted reports from the system and
13 withheld running reports that contained the information that Mr. Razavi had requested. In each case,
14 Susan Lynch was able to verify that reports were not deleted from the ERP system (SYSPRO) and
15 custom reports would need to be created to provide the data that Mr. Razavi was requesting.
16

17 49. Mr. Razavi knew this to be the case because PLAINTIFF had previously informed him of the
18 fact, yet, Mr. Razavi continued to make false assertions of fact in spite of the clear evidence of the
19 falsity of his statements.
20

21 50. Mr. Razavi attended the IWCE Expo in Las Vegas March 28 – 30, 2017. During the
22 conference, Razavi had a number of meetings with TELEWAVE's Distributors, Supplier Reps and
23 customers. In addressing the recent delivery issues TELEWAVE was experiencing, Razavi again
24 falsely asserted that PLAINTIFF had deleted reports off the system prior to leaving the company,
25 and that as a result of having to recreate this information, the company was experiencing some
26 delays.
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1 51. This information was communicated to representatives of Tescos and Talley. Similar false
2 statements were made by Razavi to the representative firms, including Advanced Wireless and ADM
3 Marketing Associates. During this time, Raz Razavi also communicated disparaging information
4 about the management team and PLAINTIFF to Jeff Cornehl and Billy Pham. Razavi stated the
5 ownership had brought Robert Bagheri on board to clean up the problems that PLAINTIFF and the
6 management team had created. Again, these statements were false assertions of fact that were
7 intended to damage PLAINTIFF.
8

9 **FIRST CAUSE OF ACTION**
10 **WHISTLEBLOWER RETALIATION**
11 **(Cal. Lab. Code § 1102.5)**
12 **Alleged Against Defendant Telewave, Inc. and DOES 1-10**

13 52. As a first, separate and distinct cause of action, Plaintiff complains of Defendant Telewave
14 Inc., and Does 1-10, and for a cause of action, alleges:

15 53. The factual allegations of Paragraphs 1 through 51 above, are re-alleged and incorporated
16 herein by reference.

17 54. Section 1102.5 of the California Labor Code provides that an employer may not retaliate
18 against an employee for disclosing information to a government or law enforcement agency, where
19 the employee has reasonable cause to believe that the information discloses a violation of state or
20 federal statute, or a violation or noncompliance with a state or federal rule or regulation.

21 55. An employer, or any person acting on behalf of the employer, shall not retaliate against an
22 employee for disclosing information, or because the employer believes that the employee disclosed
23 or may disclose information, to a government or law enforcement agency, to a person with authority
24 over the employee or another employee who has the authority to investigate, discover, or correct the
25 violation or noncompliance, or for providing information to, or testifying before, any public body
26 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe
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1 that the information discloses a violation of state or federal statute, or a violation of or
2 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the
3 information is part of the employee's job duties.

4 56. As set forth above, on or about January 27, 2017, Plaintiff made several disclosures to the
5 TELEWAVE ownership concerning practices that Bagheri and Razavi were engaging in that were
6 unlawful; to wit, that Bagheri's hiring practices were taking race into account as a factor, and that
7 the reporting being made was materially representing the financial condition and status of
8 TELEWAVE.
9

10 57. Bagheri knew that PLAINTIFF made the foregoing complaints to the ownership of
11 TELEWAVE, and took adverse action—termination of employment—against PLAINTIFF
12 because of his complaints.

13 58. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered and will
14 continue to suffer pain and mental anguish and emotional distress.
15

16 59. Plaintiff has further suffered and will continue to suffer a loss of earnings and other
17 employment benefits, whereby Plaintiff is entitled to general compensatory damages in amounts to
18 be proven at trial.

19 60. Defendant's actions constituted a willful violation of the above-mentioned state laws. As a
20 direct result, Plaintiff has suffered, and continues to suffer, substantial losses related the loss of
21 wages and is entitled to recover costs and expenses and attorney's fees in seeking to compel
22 Defendant to fully perform their obligations under state law and his respective damage amounts
23 according to proof at time of trial.
24

25 61. The conduct of Defendant described herein above was outrageous and was executed with
26 malice, fraud and oppression, and with conscious disregard for Plaintiff's rights, and further, with
27 the intent, design and purpose of injuring Plaintiff.
28

1 62. Defendant, through its officers, managing agents, employees and/or its supervisors,
2 authorized, condoned and/or ratified the unlawful conduct described herein above. By reason
3 thereof, Plaintiff is entitled to an award of punitive damages in an amount according to proof at the
4 time of trial.

5 63. Defendant committed the acts alleged herein by acting knowingly and willfully, with the
6 wrongful and illegal deliberate intention of injuring Plaintiff, from improper motives amounting to
7 malice, and in conscious disregard of Plaintiff's rights. Plaintiff is thus entitled to recover nominal,
8 actual, compensatory, punitive, and exemplary damages in amounts according to proof at time of
9 trial, in addition to any other remedies and damages allowable by law.

10 WHEREFORE, Plaintiff prays judgment as set forth below.

11
12 **SECOND CAUSE OF ACTION**
13 **DEFAMATION**
14 **Alleged Against All Defendants**

15 64. As a second, separate and distinct cause of action, Plaintiff complains of Defendants, and for
16 a cause of action, alleges:

17 65. The factual allegations of Paragraphs 1 through 63 above, are re-alleged and incorporated
18 herein by reference.

19 66. As stated above both Bagheri and Razavi published falsehoods concerning material facts
20 about PALINTIFF, by making one or more of the false and defamatory statements to persons other
21 other than PLAINTIFF.

22
23 67. PLAINTIFF is informed and believes that the representatives of Tessco, Talley, Associates
24 and Advanced Material Marketing, Jeff Cornehl, Billy Pham, David Ramirez, James Lind, Troed
25 Johnson, Adam Torres, Lilliana Silva, Dave Mexicano and Brad Senge, and others reasonably
26 understood that the statement(s) were about PLAINTIFF.
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1 68. The circumstances surrounding Razavi's and Ramirez's publication of the defamatory
2 statements demonstrate that TELEWAVE lacked a good faith belief in the truth of those statements.
3 All of TELEWAVE's previous management team knows that PLAINTIFF did not delete any files
4 and all are aware of the false statements regarding such acts are being spread throughout
5 TELEWAVE and to TELEWAVE third party customers and suppliers. Also the timing of the
6 statements evidences reckless disregard for the truth.

7
8 69. Razavi and Ramirez were acting within the course and scope of their employment when
9 they made the false statements set forth above.

10 70. TELEWAVE, Razavi, Beghari, and Ramirez published their accusations that PLAINTIFF
11 deleted files before any investigation had been made into the accuracy of that accusation and before
12 PLAINTIFF had been given an opportunity to respond. From this evidence a trier of fact could find
13 TELEWAVE acted with malice in that they demonstrated a reckless disregard for the accuracy of
14 their statements.

15
16 71. Because of the facts and circumstances known to representatives of TESCO, Talley,
17 Associates and Advanced Material Marketing, Jeff Cornehl, Billy Pham, David Ramirez, James
18 Lind, Troed Johnson, Adam Torres, Lilliana Silva, Dave Mexicano and Brad Senge, and others of
19 the statement(s), they tended to injure PLAINTIFF in his occupation and to expose him to hatred,
20 contempt, ridicule, and shame, and to discourage others from associating with, dealing with, or
21 employing PLAINTIFF.

22
23 72. TELEWAVE, Razavi, Beghari, and Ramirez failed to use reasonable care to determine the
24 truth or falsity of the statement(s).

25 73. PLAINTIFF has suffered harm to business, profession, and occupation, including money
26 spent as a result of the false statement(s) set forth above.

27
28 74. The false statements set forth above were a substantial factor in causing CLARK's harm.

1 75. The wrongful conduct of TELEWAVE, Razavi, Beghari, and Ramirez was a substantial
2 factor in causing harm to PLAINTIFF'S profession and occupation, and has harmed PLAINTIFF's
3 reputation, causing him shame, mortification, and hurt feelings.

4 76. PLAINTIFF also seeks to recover damages to punish TELEWAVE because TELEWAVE
5 acted with malice, oppression, or fraud, when it published false statements about PLAINTIFF.

6 WHEREFORE, Plaintiff has been damaged and prays judgment as set forth below.

7
8 **THIRD CAUSE OF ACTION**
9 **RACE/NATIONAL ORIGIN DISCRIMINATION**
10 **Alleged Against Defendant Telewave, Inc., and DOES 1-10**

11 77. As a third separate and distinct cause of action, Plaintiff complains of Defendants
12 Telewave, Inc. and DOES 1-10, and each of them, jointly and severally, and for a cause of action
13 alleges:

14 78. The factual allegations of Paragraphs 1 through 76 above, are re-alleged and incorporated
15 herein by reference.

16 79. Plaintiff alleges that he was singled out for termination from his non-African-American
17 colleagues. PLAINTIFF was the only African-American at this level or higher at TELEWAVE.

18 80. Although TELEWAVE informed PLAINTIFF that his job was being eliminated, the true
19 facts are that others, particularly of Persian/Iranian decent have been hired to perform those job
20 functions.

21 81. Race and/or national origin were a substantial motivating factor in the termination of
22 PLAINTIFF's employment.

23 82. As a direct and proximate result of the discrimination against PLAINTIFF, PLAINTIFF has
24 been damaged, including lost wages, loss of earning capacity, and punitive damages.
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1 83. In doing the acts and engaging in the conduct herein alleged, Defendant TELEWAVE
2 intended to and did vex, harass, annoy, and cause TELEWAVE to suffer and continue to suffer
3 severe emotional distress, and the conduct was made with malice.

4 84. As a result of said actions and conduct of Defendant TELEWAVE, TELEWAVE has
5 suffered damages for loss of earnings, loss of future earnings, and related employment benefits and
6 opportunities, anguish, and indignation. TELEWAVE is thereby entitled to general and
7 compensatory damages in an amount to be proven at trial.
8

9 85. PLAINTIFF exhausted his administrative remedies by obtaining a right-to-sue letter from
10 the California Department of Fair Employment and Housing on July 11, 2017.

11 WHEREFORE, Plaintiff has been damaged and prays judgment as set forth below.
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14 **FOURTH CAUSE OF ACTION**
15 **RETALIATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT**
16 **Alleged Against Defendants Telewave, Inc. and DOES 1-10**

17 86. As a fourth separate and distinct cause of action, Plaintiff complains of Defendants
18 Telewave, Inc. and DOES 1-10, and each of them, jointly and severally, and for a cause of action
19 alleges:

20 87. The factual allegations of Paragraphs 1 through 85 above, are re-alleged and incorporated
21 herein by reference.

22 88. PLAINTIFF engaged in protected activity by complaining to TELEWAVE ownership on
23 January 27, 2017 that Bagheri was making employment decisions based upon race and/or national
24 origin.

25 89. Upon information and belief, TELEWAVE ownership apprised Bagheri of PLAINTIFF'S
26 protected activity.
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1 90. PLAINTIFF'S termination was caused by PLAINTIFF'S protected activity in that
2 PLAINTIFF'S protected activity was a substantial motivating factor in the decision to terminate
3 PLAINTIFF'S employment.

4 91. As a direct and proximate result of the retaliation against PLAINTIFF, PLAINTIFF has
5 been damaged, including lost wages, loss of earning capacity, and punitive damages.

6 92. In doing the acts and engaging in the conduct herein alleged, Defendant TELEWAVE
7 intended to and did vex, harass, annoy, and cause TELEWAVE to suffer and continue to suffer
8 severe emotional distress, and the conduct was made with malice.

9 93. As a result of said actions and conduct of Defendant TELEWAVE, TELEWAVE has
10 suffered damages for loss of earnings, loss of future earnings, and related employment benefits and
11 opportunities, anguish, and indignation. TELEWAVE is thereby entitled to general and
12 compensatory damages in an amount to be proven at trial.

13 94. PLAINTIFF exhausted his administrative remedies by obtaining a right-to-sue letter from
14 the California Department of Fair Employment and Housing on July 11, 2017.

15 WHEREFORE, Plaintiff has been damaged and prays judgment as set forth below.

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18 **FIFTH CAUSE OF ACTION**
19 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
20 **Alleged Against Defendants Telewave, Inc., and DOES 1-10**

21 95. As a fifth separate and distinct cause of action, Plaintiff complains of Defendants Telewave,
22 Inc., and DOES 1-10, and each of them, jointly and severally, and for a cause of action alleges:

23 96. The factual allegations of Paragraphs 1 through 94 above, are re-alleged and incorporated
24 herein by reference.

25 97. PLAINTIFF suffered an adverse employment action—termination—as a result of his
26 protected activities, and based upon race/national origin discrimination in contravention of the
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1 strong public policies set forth in the California Fair Employment and Housing Act and the
2 California Labor Code §1102.5.

3 98. As a direct and proximate result of the termination in violation of public policy, PLAINTIFF
4 has been damaged, including lost wages, loss of earning capacity, and punitive damages.

5 99. In doing the acts and engaging in the conduct herein alleged, Defendant TELEWAVE
6 intended to and did vex, harass, annoy, and cause TELEWAVE to suffer and continue to suffer
7 severe emotional distress, and the conduct was made with malice.

8
9 100. As a result of said actions and conduct of Defendant TELEWAVE, TELEWAVE has
10 suffered damages for loss of earnings, loss of future earnings, and related employment benefits and
11 opportunities, anguish, and indignation. TELEWAVE is thereby entitled to general and
12 compensatory damages in an amount to be proven at trial.

13 WHEREFORE, Plaintiff has been damaged and prays judgment as set forth below.

14
15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for relief as follows:

- 17 1. For an Injunction, specifically requiring Defendants to take corrective action to correct the
18 violations of law set forth above;
- 19 2. For general damages according to proof, however, no less than the jurisdictional limit of this
20 court;
- 21 3. For damages due to reputational harm;
- 22 4. For special damages in amounts according to proof;
- 23 5. For punitive and exemplary damages to punish and deter the willful and malicious conduct
24 in the future;
- 25 6. For attorneys' fees as provided by law;
- 26 7. For interest as provided by law;
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- 1 8. For cost of suit incurred herein; and
2 9. For such other and further relief as the Court deems fair and just.
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5 Dated: July 14, 2017

SMITH PATTEN

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9 DOW W. PATTEN
10 Attorney for Plaintiff
11 MICHAEL CLARK
12
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14 **JURY TRIAL DEMAND**

15 Plaintiff hereby demands a trial by jury of all matters so triable.
16

17 Dated: July 14, 2017

SMITH PATTEN

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