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Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

LUCIANNA BORREGO and KIRSTEN
KELLY, on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

RALEY'S FAMILY OF FINE STORES and
DOES 1-20,

Defendants.

Case No.:

**COMPLAINT FOR DAMAGES AND
DECLARATORY AND INJUNCTIVE
RELIEF**

CLASS ACTION

JURY TRIAL DEMANDED

Plaintiffs Lucianna Borrego and Kirsten Kelly bring this class action on behalf of
themselves individually and all others similarly situated against Defendants Raley's Family of

1 Fine Stores and Does 1-20 (collectively, “Raley’s” or “Defendants”), and complain and allege as
2 follows:

3 **INTRODUCTION**

4 1. The California Fair Employment and Housing Act’s (“FEHA’s”) prohibitions
5 against discrimination against pregnant workers are a vital part of enabling working pregnant
6 women in California to remain in the workforce and to continue to support their families.
7 Among other protections, the FEHA requires employers to provide reasonable accommodations
8 for pregnant employees. Cal. Gov’t Code § 12945(a)(3)(A). The FEHA further states that if “an
9 employer . . . has a policy, practice, or collective bargaining agreement requiring or authorizing
10 the transfer of temporarily disabled employees to less strenuous or hazardous positions for the
11 duration of the disability,” it is unlawful for the employer “to refuse to transfer a pregnant female
12 employee who so requests.” Cal. Gov’t Code § 12945(a)(3)(B). The FEHA also prohibits
13 employers from discriminating against employees because of pregnancy. Cal. Gov’t Code §
14 12940(a).

15 2. Raley’s has a policy and practice of providing “light duty” accommodations to
16 workers who are injured on the job. However, as a matter of policy and practice, Raley’s does
17 not provide similar accommodations to pregnant workers with pregnancy-related conditions
18 affecting their ability to work. This policy and practice violate the California FEHA and the
19 California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.*

20 3. Among other consequences, the failure of Raley’s and other employers to provide
21 reasonable accommodations to their pregnant workers has a very real and devastating economic
22 impact on pregnant workers and their families. Pregnant workers rely upon their jobs to earn
23 income to support themselves and their families. Without reasonable accommodations to help
24 them stay in the workforce, many pregnant women are forced to take unpaid leave or are
25 deprived of their jobs altogether. Given the difficulties that unemployed pregnant workers and
26 new mothers often encounter when looking for new jobs, these women often end up out of work
27 for many months.

28 4. Plaintiffs bring this action on behalf of themselves and a class of all current and

former Raley’s workers who worked in California and who, at any time beginning four years before the filing of this action, were, or in the future will be, denied reasonable accommodations for pregnancy-related conditions (the “Class” or “Class Members”).

5. Plaintiffs seek declaratory, injunctive, and monetary relief, disgorgement of profits, and an award of costs and attorneys’ fees on behalf of themselves and the Class.

PARTIES

6. Plaintiff Lucianna Borrego is an adult woman who resides in Mendocino County, California.

7. Plaintiff Kirsten Kelly is an adult woman who resides in Sacramento County, California.

8. Raley’s Family of Fine Stores is a California corporation doing business in California and maintaining corporate headquarters in Sacramento County. Raley’s Family of Fine Stores owns and operates approximately 115 supermarket stores in California under the Raley’s, Bel Air Markets, Nob Hill Foods, and Food Source brands.

9. Raley’s Family of Fine Stores has more than five employees and is therefore an employer within the meaning of the FEHA.

10. The true names and capacities of the defendants named herein Does 1-20, inclusive, whether individual, corporate, associate, or otherwise, are unknown to Plaintiffs, who therefore sue such defendants by fictitious names pursuant to California Code of Civil Procedure § 474. Plaintiffs will amend this Complaint to show such true names and capacities of Does 1-20, inclusive, when they have been determined.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this action because the action involves issues of state law.

12. Venue is proper in this judicial district pursuant to California Code of Civil Procedure § 395.5 because Defendants’ principal place of business is situated in Sacramento County. Venue is also proper in this judicial district pursuant to California Government Code § 12965 because the unlawful policies and practices alleged herein were promulgated in

1 Sacramento County, and the records relevant to the unlawful policies and practices are
2 maintained and administered in Sacramento County.

3 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

4 13. On September 25, 2014, Ms. Borrego obtained her Right-to-Sue Letter from the
5 Department of Fair Employment and Housing. A true and correct copy of Ms. Borrego's Right-
6 to-Sue Letter is attached hereto as Exhibit A.

7 14. On April 8, 2015, Ms. Kelly obtained her Right-to-Sue Letter from the
8 Department of Fair Employment and Housing. A true and correct copy of Ms. Kelly's Right-to-
9 Sue Letter is attached hereto as Exhibit B.

10 15. Plaintiffs have exhausted all administrative remedies on behalf of themselves and
11 the Class they seek to represent.

12 **STATEMENT OF FACTS**

13 **Ms. Borrego**

14 16. Ms. Borrego began working for a Raley's store in Ukiah, California, in June 2011
15 in the position of deli/bakery clerk.

16 17. In June 2013, Ms. Borrego informed her managers that she was pregnant. Prior to
17 announcing her pregnancy, Ms. Borrego enjoyed her job at Raley's and had generally had a very
18 positive experience working there. After announcing this pregnancy, however, she noticed a
19 negative change in her managers' conduct and attitude towards her. One of Ms. Borrego's
20 managers also told her that she should go on leave because she was pregnant.

21 18. On or around July 11, 2013, Ms. Borrego requested and received permission to
22 use the floor machine to mop the floors in the deli/bakery. The next day, the food service
23 manager told Ms. Borrego that she had heard about Ms. Borrego's request, that Ms. Borrego was
24 not allowed to use the floor machine anymore, and that Ms. Borrego would not get to play the
25 "pity card" just because she was pregnant. However, Raley's had regularly permitted Ms.
26 Borrego and other employees to use a motorized floor mop to clean the floors in the deli/bakery
27 prior to this time.

28 19. On or around July 16, 2013, at around 8 am, Ms. Borrego provided the store

1 manager a doctor's note dated July 15, 2013 explaining that Ms. Borrego had several restrictions
2 due to her pregnancy, and recommending that Ms. Borrego not lift more than 10 pounds or do
3 any heavy manual labor. The doctor's note stated that Ms. Borrego could otherwise work full-
4 time.

5 20. After receiving the doctor's note, the store manager told Ms. Borrego that Raley's
6 did not accommodate pregnant workers just because they are pregnant. She again advised Ms.
7 Borrego to take leave. She also told Ms. Borrego that Raley's would place her on unpaid leave if
8 the note specified that Ms. Borrego could not mop. The store manager then gave Ms. Borrego
9 until 9 am that very day (one hour) to provide the revised doctor's note, or else she would take
10 Ms. Borrego off the schedule for the following week. Ms. Borrego told the store manager that
11 she would not be able to produce a note by then because the doctor's office would not even open
12 until 9 am. The store manager then said that she would be taking Ms. Borrego off the schedule
13 for the following week.

14 21. Later that day, Ms. Borrego contacted Raley's human resources department in
15 their Sacramento headquarters to explain the situation and to ask that she be put back on the
16 schedule. The human resources manager denied her request.

17 22. On or around July 18, 2013, Ms. Borrego's physician faxed a revised doctor's
18 note to the Raley's store in Ukiah where Ms. Borrego worked, as well as to Raley's human
19 resources department. The revised note again stated that Ms. Borrego could work full-time with
20 the following restrictions: (1) no lifting more than 10 pounds, and (2) no heavy manual labor
21 such as mopping and climbing up and down ladders more than two feet. The following day,
22 after Ms. Borrego gave the store manager a paper copy of the doctor's note, the store manager
23 again refused to put Ms. Borrego on the schedule.

24 23. That same day, Ms. Borrego again contacted Raley's human resources manager to
25 see if she would help with her accommodation request. The human resources manager denied
26 Ms. Borrego's request for accommodation and informed Ms. Borrego that she would have to go
27 out on unpaid leave for the remainder of her pregnancy. At this point, neither the human
28 resources manager nor the store manager had informed Ms. Borrego of her right to reasonable

1 accommodation, nor had either initiated any kind of interactive process with Ms. Borrego.

2 24. On or around July 19, 2013, an attorney from Equal Rights Advocates contacted
3 the Raley's human resources manager on Ms. Borrego's behalf to inform the company of
4 Raley's duty to reasonably accommodate Ms. Borrego's pregnancy, as well as its duty to engage
5 in a good faith interactive process to identify a reasonable accommodation. The human
6 resources manager stated that it was the Ukiah store manager who had determined that Raley's
7 could not accommodate Ms. Borrego.

8 25. On or around July 25, 2013, having already been refused any reasonable
9 accommodation for her pregnancy-related conditions, Ms. Borrego completed paperwork to take
10 a leave of absence. On the back of one of the forms, she handwrote a notation that Raley's had
11 told her that it could not accommodate her, but that she wanted to continue to work with a
12 reasonable accommodation.

13 26. On or around July 26, 2013, Raley's human resources manager called Ms.
14 Borrego. After asking Ms. Borrego a few questions about her job duties, the human resources
15 manager declared in a conclusory manner that Raley's could not provide Ms. Borrego with an
16 accommodation. During the phone call, the human resources manager also informed Ms.
17 Borrego that Raley's policy was only to accommodate workers who were injured on the job, and
18 that Raley's could not accommodate her just because she was pregnant. Ms. Borrego was then
19 forced to take unpaid leave.

20 27. On October 8, 2013, Raley's, through counsel, offered Ms. Borrego a position
21 with only 10 hours per week and no medical benefits. Ms. Borrego had previously worked full-
22 time. This eleventh hour offer came nearly three months after her original request for a
23 reasonable accommodation, after she had been on unpaid leave for nearly 12 weeks, and when
24 she was already seven months pregnant. Ms. Borrego could not afford to work only 10 hours per
25 week with no medical benefits, and therefore declined to take the position.

26 28. Raley's employee handbook states that, under its "Return-to-Work Program,"
27 employees "injured on the job may perform modified or alternate duties or a modified schedule
28 for a period of time generally limited to six weeks." The handbook further states that such "light

duty” work “is not available for non-occupational injuries, illnesses, diseases or conditions.”

29. Other employees at the Raley’s store in Ukiah who have been injured on the job have received accommodations allowing them to continue to work full-time.

30. Other pregnant employees at the Raley’s store in Ukiah have also been denied reasonable accommodations for pregnancy-related conditions.

Ms. Kelly

31. Ms. Kelly began working for Raley’s in December 2011 as a courtesy clerk at the Bel Air store in Antelope, California.

32. In the fall of 2014, Ms. Kelly learned that she was pregnant. In or around October and November 2014, Ms. Kelly told several managers at her store that she was pregnant. Ms. Kelly also provided them with a note from her doctor stating that she should not lift items over a specific weight.

33. After Ms. Kelly notified her managers that she was pregnant, they immediately began treating her less favorably than they had before –giving her less leeway and criticizing her more often. They also refused to provide Ms. Kelly with reasonable accommodations of her pregnancy. For example, on one occasion, a customer needed Ms. Kelly to lift 7-8 20-packs of soda out from under a cart and into her car. Concerned that repeated lifting of heavy items might endanger her pregnancy, Ms. Kelly asked another courtesy clerk to help her. When one of Ms. Kelly’s managers heard her do this, the manager told Ms. Kelly that she had to lift the soda packs herself.

34. During this period, Ms. Kelly also began experiencing severe morning sickness. As a courtesy clerk staffed to the early morning shift, Ms. Kelly had to conduct “sweeps” of the aisles – going up and down each aisle to sweep the floor. The smell of certain aisles of the store would trigger Ms. Kelly’s nausea and cause her to throw up. Ms. Kelly therefore asked her managers if she could wear a mask to avoid throwing up. They denied this request. On another day, Ms. Kelly asked a manager if someone else could finish the sweep for her because she was feeling nauseous. The manager denied the request. Ms. Kelly then asked the bookkeeper in charge of scheduling if she could switch to a later shift so that she would not have to do sweeps.

1 The bookkeeper denied that request.

2 35. Because Raley's did not make any accommodations for her, Ms. Kelly regularly
3 threw up at work and sometimes felt so nauseous and sick that she had to go home during her
4 shift. A manager then told her that she was throwing up and leaving the store too often.

5 36. Sometime in November 2014, the store director called Ms. Kelly into his office.
6 He told Ms. Kelly that she either had to go on leave, or that Raley's would have to let her go.
7 Ms. Kelly did not want to go on leave, but she did not want to lose her job. Ms. Kelly was
8 therefore forced to go on leave, effective on or around December 11, 2014.

9 37. At no point did the store director or any of Ms. Kelly's managers tell her about
10 her right to a reasonable accommodation for her pregnancy, or engage in any good faith
11 interactive process to determine whether a reasonable accommodation could be made for her.

12 38. Ms. Kelly is currently on leave, with a return to work date of June 15, 2015.

13 39. Other employees at the Raley's store in Antelope who have been injured on the
14 job have received accommodations allowing them to continue to work full-time.

15 40. Other pregnant employees at the Raley's store in Antelope have also been denied
16 reasonable accommodations for pregnancy-related conditions.

17 **CLASS ACTION ALLEGATIONS**

18 41. Plaintiffs hereby incorporate by reference all preceding paragraphs as alleged
19 above as if fully set forth herein.

20 42. Plaintiffs bring this class action on behalf of a Class of all current and former
21 Raley's workers who worked in California and who, at any time beginning four years before the
22 filing of this action, were, or in the future will be, denied reasonable accommodations for
23 pregnancy-related conditions.

24 43. Plaintiffs are members of the Class they seek to represent.

25 44. This action may properly be maintained as a class action pursuant to California
26 Code of Civil Procedure § 382 because the Class is ascertainable, there is a well-defined
27 community of interest in the litigation, and the Class is manageable in that certification would
28 produce substantial benefits to both the litigants and the Court.

1 45. The Class Members are so numerous that joinder of all Class Members is
2 impracticable. According to Raley’s website, www.raleys.com/www/feature/facts.jsp, it
3 operates approximately 115 stores in California. Raley’s employs approximately 13,000
4 employees company-wide and an average of 100 employees per store.

5 46. There are questions of law and fact common to the Class, and these questions
6 predominate over any questions affecting only individual members. Common questions include,
7 among others, whether Raley’s policy of providing accommodations to workers injured on the
8 job but not to pregnant workers who need similar accommodations violates the FEHA and UCL,
9 and whether equitable remedies, declaratory relief, injunctive relief, compensatory damages, and
10 punitive damages for the Class are warranted.

11 47. Plaintiffs’ claims are typical of the claims of the Class. Plaintiffs and Class
12 Members have been subjected to the same Raley’s policy of denying reasonable
13 accommodations to pregnant workers and failing to provide pregnant workers with light duty
14 accommodations on an equal basis as non-pregnant workers.

15 48. Plaintiffs will fairly and adequately represent and protect the interests of Class
16 Members. Plaintiffs have no conflict with Class Members. Plaintiffs are committed to having
17 Raley’s revise its policy to provide reasonable accommodations to pregnant workers, as required
18 by the FEHA. Plaintiffs have retained counsel competent and experienced in employment
19 discrimination class actions.

20 49. A class action is superior to other available methods for the fair and efficient
21 adjudication of this litigation.

22 **FIRST CAUSE OF ACTION**

23 **Failure to Reasonably Accommodate Pregnancy**

24 **Cal. Gov’t Code § 12945(a)(3)**

25 **(On Behalf of Plaintiffs and the Class Against All Defendants)**

26 50. Plaintiffs hereby incorporate by reference all preceding paragraphs as alleged
27 above as if fully set forth herein.

28 51. California Government Code § 12945(a)(3)(A) prohibits an employer from
“refus[ing] to provide reasonable accommodation for an employee for a condition related to

pregnancy, childbirth, or a related medical condition, if she so requests, with the advice of her health care provider.”

52. California Government Code § 12945(a)(3)(B) prohibits “an employer who has a policy, practice, or collective bargaining agreement requiring or authorizing the transfer of temporarily disabled employees to less strenuous or hazardous positions for the duration of the disability [from] refus[ing] to transfer a pregnant female employee who so requests.”

53. California Government Code § 12945(a)(3)(C) further prohibits an employer from “refus[ing] to temporarily transfer a pregnant female employee to a less strenuous or hazardous position for the duration of her pregnancy if she so requests, with the advice of her physician, where that transfer can be reasonably accommodated.”

54. Plaintiffs made timely requests to Raley’s for reasonable accommodations of their pregnancy-related restrictions.

55. Pursuant to its policy of providing light duty accommodations only to workers who have been injured on the job, Raley’s refused to reasonably accommodate Plaintiffs’ pregnancy-related conditions. Raley’s also did not engage in a good faith interactive process with Plaintiffs to determine whether a reasonable accommodation of their pregnancy-related conditions could be made. Instead, Raley’s forced Plaintiffs to go on unpaid leave.

56. Raley’s policy of providing light duty accommodations only to workers who have been injured on the job and but not providing similar accommodations to pregnant workers violates California Government Code § 12945(a)(3)(A)-(C).

57. As a direct and proximate result of Raley’s unlawful actions, Plaintiffs and Class Members have suffered lost wages, employment benefits, and other compensation and benefits in amounts to be proven at trial.

58. As a direct and proximate result of Raley’s unlawful actions, Plaintiffs and Class Members have suffered injury, including but not limited to emotional distress, entitling them to compensatory damages in an amount to be proven at trial.

59. Defendants committed the unlawful actions herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiffs and Class

Members, from an improper and evil motive amounting to malice, and in conscious disregard of the rights of Plaintiffs and Class Members. Plaintiffs and Class Members are therefore entitled to recover punitive damages from Defendants in an amount to be proven at trial.

60. Plaintiffs and Class Members are entitled to declaratory relief declaring that Raley's policy of providing light duty accommodations only to workers who have been injured on the job and not providing similar accommodations to pregnant workers is unlawful and appropriate injunctive relief.

61. Plaintiffs and Class Members are entitled to reasonable attorneys' fee and costs pursuant to California Government Code § 12965(b).

SECOND CAUSE OF ACTION

Pregnancy Discrimination

Cal. Gov't Code § 12940(a)

(On Behalf of Plaintiffs and the Class Against All Defendants)

62. Plaintiffs hereby incorporate by reference all preceding paragraphs as alleged above as if fully set forth herein.

63. Under California Government Code § 12940(a), "[i]t is an unlawful employment practice . . . [f]or an employer, because of . . . sex, . . . to discriminate against [any] person in compensation or in terms, conditions, or privileges of employment." The FEHA defines "sex" to include "[p]regnancy or medical conditions related to pregnancy." Cal. Gov't Code § 12926(r)(1).

64. Plaintiffs and Class Members were or are members of a protected class because they were or are pregnant.

65. Plaintiffs and Class Members were or are able to continue working for Raley's with the benefit of a reasonable accommodation.

66. Plaintiffs and Class Members were or will be denied reasonable accommodations.

67. Other Raley's employees who have been injured on the job but who are not pregnant have received reasonable accommodations allowing them to continue to work.

68. Raley's policy of providing light duty accommodations only to workers who have been injured on the job and not providing similar accommodations to pregnant workers

discriminates against pregnant workers in violation of California Government Code § 12940(a).

69. As a direct and proximate result of Raley's unlawful actions, Plaintiffs and Class Members have suffered lost wages, employment benefits, and other compensation and benefits in amounts to be proven at trial.

70. As a direct and proximate result of Raley's unlawful actions, Plaintiffs and Class Members have suffered injury, including but not limited to emotional distress, entitling them to compensatory damages in an amount to be proven at trial.

71. Defendants committed the unlawful actions herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiffs and Class Members, from an improper and evil motive amounting to malice, and in conscious disregard of the rights of Plaintiffs and Class Members. Plaintiffs and Class Members are therefore entitled to recover punitive damages from Defendants in an amount to be proven at trial.

72. Plaintiffs and Class Members are entitled to declaratory relief declaring that Raley's policy of providing light duty accommodations only to workers who have been injured on the job and not providing similar accommodations to pregnant workers is unlawful and appropriate injunctive relief.

73. Plaintiffs and Class Members are entitled to reasonable attorneys' fee and costs pursuant to California Government Code § 12965(b).

THIRD CAUSE OF ACTION

Unfair Competition in Violation of California's Unfair Competition Law

Cal. Bus. & Prof. Code §§ 17200, *et seq.*

(On Behalf of Plaintiffs and the Class Against All Defendants)

74. Plaintiffs hereby incorporate by reference all preceding paragraphs as alleged above as if fully set forth herein.

75. Unfair practices prohibited by the UCL include "any unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200.

76. Raley's committed unlawful and unfair business practices, including but not limited to failing to reasonably accommodate Plaintiffs and Class Members and discriminating against Plaintiffs and Class Members because of their pregnancy in violation of the FEHA.

Accordingly, Plaintiffs and Class Members have suffered injury in fact.

77. Raley's conduct alleged herein occurred during the four years preceding the filing of this complaint.

78. Raley's unfairly obtained profits as a direct and proximate result of its unlawful conduct alleged herein. Plaintiffs and Class Members are therefore entitled to disgorgement by Raley's of those profits.

79. Defendants committed the unlawful actions herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiffs and Class Members, from an improper and evil motive amounting to malice, and in conscious disregard of the rights of Plaintiffs and Class Members. Plaintiffs and Class Members are therefore entitled to recover punitive damages from Defendants in an amount according to proof.

80. Plaintiffs and Class Members are entitled to declaratory relief declaring that Raley's policy of providing light duty accommodations only to workers who have been injured on the job and not providing similar accommodations to pregnant workers is unlawful and appropriate injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and the Class pray for relief as follows:

- A. Certification of the case as a class action on behalf of the proposed Class;
- B. Designation of Plaintiffs as representatives of the Class;
- C. Designation of Plaintiffs' counsel of record as Class Counsel;
- D. A declaratory judgment that Raley's policy of providing light duty accommodations to workers injured on the job but refusing similar accommodations to pregnant workers violates California Government Code §§ 12940(a) and 12945(a)(3) and California Business & Professions Code §§ 17200, *et seq.*
- E. A preliminary and permanent injunction:
 - 1. Prohibiting Raley's from applying its policy of providing light duty accommodations to workers injured on the job but refusing similar

1 accommodations to pregnant workers;

- 2 2. Requiring Raley's to grant reasonable pregnancy accommodations
3 requested by Plaintiffs and Class Members on the advice of their health
4 care providers;
- 5 3. Requiring Raley's to engage in the interactive process with Plaintiffs and
6 Class Members to identify and implement their requested reasonable
7 accommodations;
- 8 4. Requiring Raley's to develop, adopt, and apply written policies, to be
9 approved by the Court, which will ensure Raley's compliance with
10 California Government Code §§ 12940(a) and 12945(a)(3);
- 11 5. Requiring Raley's to train its human resources and store management
12 personnel regarding the requirements and proper enforcement of
13 California Government Code §§ 12940(a) and 12945(a)(3);
- 14 6. Requiring Raley's to take other steps that are shown to be necessary to
15 ensure Raley's compliance with California Government Code §§ 12940(a)
16 and 12945(a)(3);
- 17 7. Requiring Raley's to disgorge any and all profits obtained as a result of its
18 refusal to reasonably accommodate pregnant workers; and
- 19 8. Requiring Raley's to provide appropriate injunctive relief to Plaintiffs and
20 individual Class Members who establish that they are entitled to injunctive
21 relief;

22 F. Wages, salary, employment benefits, and other compensation denied to or lost by
23 Plaintiffs and Class Members in an amount to be proven at trial;

24 G. Compensatory damages to Plaintiffs and Class Members for pain and suffering in
25 an amount to be proven at trial;

26 H. Restitution to Plaintiffs and Class Members who were deprived of wages,
27 compensation, employment benefits, or other equitable monetary relief as a result
28 of Raley's violation of law to the extent that California's UCL provides such

1 remedies;

2 I. Exemplary and punitive damages in an amount commensurate with Raley's
3 ability to pay and to deter future conduct;

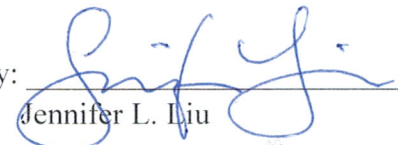
4 J. An award of pre-judgment and post-judgment interest on all monetary amounts
5 awarded in this action, as provided by law;

6 K. An award of reasonable attorneys' fees, costs, and expenses; and

7 L. Such other and further relief that the Court finds equitable, just, and proper.

8
9 Dated: April 9, 2015

**EQUAL RIGHTS ADVOCATES
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Dated: April 9, 2015

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Attorneys for Plaintiffs and the Putative Class

EXHIBIT A



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 | TDD 800-700-2320
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

GOVERNOR EDMUND G. BROWN JR.

DIRECTOR PHYLLIS W. CHENG

September 25, 2014

Lucianna Borrego
c/o Keasara Williams, Esq.,
Equal Rights Advocates
1170 Market Street, Suite 700
San Francisco CA 94102

RE: **Notice of Case Closure and Right to Sue**
DFEH Number: 182628-77111-R
EEOC Number: 37A-2014-00782-C (Mendocino - N)
Borrego / Raley's

Dear Ms. Borrego

The Department of Fair Employment and Housing (DFEH) has closed your case for the following reason: Withdrawn – Intend to File a Lawsuit.

This is your Right to Sue Notice. According to Government Code section 12966, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. This is also applicable to DFEH complaints that are filed under, and allege a violation of, Government Code section 12948, which incorporates Civil Code sections 51, 51.7, and 54. The civil action must be filed within one year from the date of this letter. However, if your civil complaint alleges a violation of Civil Code section 51, 51.7, or 54, you should consult an attorney about the applicable statutes of limitation.

Please note that if a settlement agreement has been signed resolving the complaint, you may have waived the right to file a private lawsuit. Should you decide to bring a civil action on your own behalf in court in the State of California under the provisions of the California Fair Employment and Housing Act (FEHA) against the person, employer, labor organization or employment agency named in your complaint, below are resources for this.

Finding an Attorney

To proceed in Superior Court, you should contact an attorney. If you do not already have an attorney, the organizations listed below may be able to assist you:

- The State Bar of California has a Lawyer Referral Services Program which can be accessed through its Web site at www.calbar.ca.gov or by calling (866) 442-2529 (within California) or (415) 538-2250 (outside California).

- Your county may have a lawyer referral service. Check the Yellow Pages of your telephone book under "Attorneys."

Filing in Small Claims Court

- The Department of Consumer Affairs (DCA) has a publication titled "The Small Claims Court: A Guide to Its Practical Use" online at of "The Small Claims Court: A Guide to Its Practical Use" online at http://www.dca.ca.gov/publications/small_claims/. You may also order a free copy of "The Small Claims Court: A Guide to Its Practical Use" online, by calling the DCA Publication Hotline at (866) 320-8652, or by writing to them at: DCA, Office of Publications, Design and Editing; 1625 North Market Blvd., Suite N-112; Sacramento; CA; 95834.
- The State Bar of California has information on "Using the Small Claims Court" under the "Public Services" section of its Web site located at www.calbar.ca.gov.

Sincerely,



Marissa Jaramillo-Ruiz

Consultant I

916-585-7568

Enclosure

cc: Nikesha Madison
Raley's Family of Fine Stores
681 West Capitol Ave
West Sacramento, CA 95605

EXHIBIT B



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 | TDD 800-700-2320
www.dfeh.ca.gov | email: contact.center@dfef.ca.gov

DIRECTOR KEVIN KISH

April 08, 2015

Kirsten Kelly
[REDACTED]

RE: Notice of Case Closure and Right to Sue

DFEH Matter Number: 525683-154150

Right to Sue: Kelly / Raley's Family Of Fine Stores

Dear Kirsten Kelly,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective April 08, 2015 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

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

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

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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DIRECTOR KEVIN KISH

Enclosures

cc: