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9 ALICIA BERBER

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF RIVERSIDE - RIVERSIDE HISTORIC COURTHOUSE

13 ALICIA BERBER,

14 Plaintiffs,

15 v.

16 RIVERSIDE COMMUNITY COLLEGE
17 DISTRICT, and Does 1-20, inclusive,

18 Defendants.

Case No. Unassigned CVRI2103233

COMPLAINT FOR DAMAGES:

- 19 **1.) DISCRIMINATION BASED ON SEX IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT;**
- 20 **2.) FAILURE TO PREVENT DISCRIMINATION FOR REPORTING AND OPPOSING DISCRIMINATION IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT;**
- 21 **3.) RETALIATION IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT;**
- 22 **4.) FAILURE TO PREVENT RETALIATION FOR REPORTING AND OPPOSING DISCRIMINATION IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT.**

DEMAND FOR JURY TRIAL

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25 **PLAINTIFF, ALICIA BERBER, IS INFORMED AND BELIEVES AND THEREUPON**
26 **ALLEGES AS FOLLOWS:**
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PARTIES

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2 1. Plaintiff ALICIA BERBER (hereinafter referred to as “Plaintiff”) is, and at all times
3 mentioned in this Complaint, was an employee of Riverside Community College District (“District”),
4 at the Riverside Community College, and a resident of Riverside County, California. At all times
5 material herein, Plaintiff was and is employed as the Head Women’s Basketball Coach and,
6 ultimately, Associate Professor of Kinesiology for classes in related subjects, such as kinesiology,
7 physiology, and health. Plaintiff is a woman and is of Hispanic (Mexican) descent. She is married to
8 Frank Berber and has two children.

9 2. Defendant RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter referred
10 to as “Defendant” or “District”) is comprised of various community colleges, located in Riverside
11 County, State of California. At all times relevant hereto, it was a legally constituted public school
12 district and body incorporated pursuant to the California Education Code. RCC is one of the two-year
13 community colleges within the District.
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15 3. At all times relevant to this action, the employees and/or agents of the District, were
16 acting within the course and scope of their employment/agency, and on behalf of the District, such
17 that their acts and/or omissions to act are imputable to the District under the doctrine of respondeat
18 superior.

19 4. Alternatively, at all times relevant to this action, the District cloaked its employees
20 with the appearance of actual authority, such that Plaintiff was justified in relying thereon, and
21 therefore their acts and/or omissions to act are imputable to the District under the doctrine of
22 respondeat superior.
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24 5. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as
25 Does 1 through 20, inclusive, and therefore, Plaintiff sues those Defendants by such fictitious names.
26 Plaintiff will amend this complaint to allege their names and capacities when ascertained. Plaintiff is
27 informed and believes and thereon alleges that each of the fictitiously named Defendants is
28 responsible in some manner for the occurrences alleged herein.

1 10. In January 2011, Mr. Meier’s conduct brought Ms. Berber to a breaking point. He
2 verbally berated, and physically and verbally threatened Athletic Equipment Manager, John Garcia
3 (“Mr. Garcia”) in Ms. Berber’s presence. Later, Mr. Meier turned on Ms. Berber and told her “Don’t
4 fuck with me!” At that point, feeling physically and emotionally threatened, and exhausted, Ms.
5 Berber and Mr. Garcia both reported Meier’s conduct, including the facts of sexual harassment, and
6 racial/ethnic discrimination and harassment. This initiated an investigation.
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8 11. Remarkably, instead of putting Mr. Meier on leave during the investigation, RCCD
9 allowed him to continue in his usual duties. In immediate retaliation for the reporting to HR, Mr.
10 Meier caused Mr. Garcia to be removed as volunteer assistant coach of Women’s Basketball, just
11 before the playoffs, which left Ms. Berber in a precarious position as she had counted on Mr. Garcia’s
12 support. Moreover, because Meier was not removed pending the investigation, during that initial
13 investigation, he spoke with Athletic Department staff before they were interviewed by the
14 investigator and disclosed confidential information to them about the investigation, and manipulated
15 the investigation in his favor by keeping people quiet about his gross misconduct.
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17 12. After RCCD’s independent investigator conducted a cursory investigation of Mr.
18 Meier’s conduct and gave him a “pass,” Mr. Meier regarded this as a license to retaliate against Ms.
19 Berber and to freely continue his misconduct. After Meier was “cleared,” Ms. Berber filed a complaint
20 with the Department of Fair Employment and Housing and the EEOC. On the other hand, with his
21 “pass” in hand, Mr. Meier violated District policies against retaliation (as well as the Fair Employment
22 and Housing Act) and continued to manipulate the Athletic Department staff to cause them to turn on
23 and retaliate against Ms. Berber. Dorine Uribe and Elaine Wilson, Mr. Meier’s office staff, became
24 rude, confrontational and uncooperative toward Ms. Berber and her players. The trainers, including
25 Maria Castro and Guido Sendowsky in particular, and other coaches acted in similar fashion. Dorine
26 Uribe and Elaine Wilson, together with Maria Castro and Guido Sendowsky, drafted and circulated
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1 several petitions against Ms. Berber, one signed by many of the Athletic Department staff, including
2 the Chair of the Kinesiology Department, Steve Sigloch (“Sigloch”), in an effort to get Ms. Berber
3 terminated. They submitted them to the President, former Ed Bush, Worker’s Compensation and
4 Student Services Vice President, and likely others in an effort to defame Ms. Berber and get her
5 removed.
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7 13. Meanwhile, Mr. Meier contrived a league rules violation in order to besmirch Ms.
8 Berber’s name and credibility and jeopardize her professional reputation and career. Mr. Meier
9 conducted no investigation, did not give Ms. Berber the opportunity to explain what had actually
10 occurred (which was no violation) and then reported the matter to the governing body in a manner
11 that would ensure disciplinary action would be taken. When he was informed that he made an error,
12 he did nothing to correct it. In addition, he gave Ms. Berber a false evaluation, and enlisted other
13 coaches and two ADs at other schools (his cronies) to support the false statements in the evaluation.
14 He also had Ms. Berber placed on an “improvement plan” based upon the false evaluation, which was
15 further harassment. Mr. Meier made every effort to try to get her fired/not rehired. Although her
16 contract was renewed, she was denied summer pay and her class schedule was cut, resulting in income
17 loss that she depended on to support her family. Ms. Berber’s home went into foreclosure because of
18 the income loss and she had to move.
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21 14. Additionally, Athletic Department staff began to shun Ms. Berber or to openly harass
22 her. At one meeting in particular in July 2011, she was treated like a leper and openly chastised and
23 harangued by her colleagues for her opposition to Mr. Meier’s conduct, including by Assistant
24 Athletic Director Clara Lowden.

25 15. Remarkably, such conduct continued even after new college president Ms. Azari
26 informed the Athletic Department that she would be initiating a new investigation of the Athletic
27 Department. That investigation commenced in the Fall, conducted by Li Fellers (Public Interest
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1 Investigations). For example: in September 2011, Meier wrote false emails to Ms. Berber and copied
2 other Athletic Department staff purporting that Ms. Berber was not doing enough for the Tiger
3 Backers. In October 2011, Monica Trainer made a false accusation against Ms. Berber concerning a
4 basketball and volleyball student, Josette Calhoun. Around that same time, Maria Castro began
5 questioning Ms. Berber’s student-athletes regarding Ms. Berber’s conduct, in an apparent effort to
6 find “dirt” on her and to undermine her. She was also rude and abusive towards Ms. Berber’s student
7 athletes. In November 2011, Lowden and Meier purposefully came close to running over Ms. Berber
8 as they were driving into the Athletic Department parking lot, while Uribe looked on from the Athletic
9 Department office window and laughed. Also, in November, Mr. Meier excluded Ms. Berber from
10 discussions with an opposing Women’s Basketball coach regarding scheduling changes, thus
11 diminishing her professional stature and ignoring proper protocol. Shortly after Mr. Meier was placed
12 on administrative leave (November 9, 2011), coaches Darrin Chivirini and Danny Lynds chided Ms.
13 Berber about Mr. Meier as she was walking through campus.
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16 16. Li Fellers’ new independent investigation revealed a whole different perspective on
17 Mr. Meier than the prior investigation. Among other “truths,” it was discovered that Mr. Meier had a
18 cache of pornography on his work computer. When confronted about this, Mr. Meier responded as if
19 it was normal and acceptable for him to have and view such material at the workplace. As a result of
20 that investigation, Meier was finally placed on administrative leave in or about November 2011.
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22 17. Nonetheless, RCCD continued to allow Mr. Meier to come on campus and to RCCD
23 athletic events, despite his administrative leave status, which he gleefully did with brazen disregard
24 for Ms. Berber. For example, he sat *behind the bench* at the Men’s basketball game against Saddleback
25 College on February 29 (at SC) and attended softball games in early March and appeared at the
26 Athletic Department office. In fact, he made particular efforts to flaunt his presence when he saw Ms.
27 Berber, as if to say “I’m still here, whether you like it or not.” Even the Press Enterprise made note of
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1 his presence in an article on March 1, 2012. Though this was brought to the attention of RCCD
2 administration, nothing was ever done to curtail his presence, at least at public RCCD events.

3 18. Meanwhile, Ms. Berber was required to attend regular “improvement plan” meetings
4 with Ed Bush and had to endure a difficult athletic season under close scrutiny and probations, which
5 also affected her ability to recruit players for upcoming years. Ms. Berber persevered despite all odds
6 and setbacks, even after she was left with a roster of only 7 players. For her integrity and coaching of
7 the remaining players to a 10-18 season, Ms. Berber was named as an Orange Empire conference
8 Coach of the Year (along with two other coaches at competing programs). In fact, she was also named
9 Coach of the Year in 2005 and CCCWBCA Coach of the Year in 2006. Unsurprisingly, Mr. Meier
10 engineered a baseless protest by other campus Athletic Directors (friends of her who also supported
11 the false evaluation) concerning the award, with allegations that Ms. Berber and others had somehow
12 rigged the vote.
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14 19. Meier’s outrageous conduct, and RCCD’s apathy to it all, left Ms. Berber alone and
15 struggling for survival after so many years of commitment and dedication to successfully serving
16 RCCD’s ideals and goals, and its students and supporters. She suffered financially, emotionally,
17 mentally, and physically. With no choice remaining and utterly drained and abused, Ms. Berber filed
18 a discrimination and retaliation lawsuit against RCCD and Barry Meier.
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20 20. On July 24, 2012, Ms. Berber and RCCD resolved the former discrimination/retaliation
21 lawsuit against RCCD. As part of the Agreement, RCCD retracted the two contrived negative
22 evaluations that Mr. Meier concocted against Ms. Berber. RCCD also promised to conduct “sensitivity
23 and sexual harassment training to all Athletic Department Staff in conjunction with a mandatory staff
24 meeting,” thus implicitly admitting there was indeed a problem which needed correcting.
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26 21. However, rather than cease its discriminatory pattern and change its methods, the
27 RCCD *continued* to harass Ms. Berber, finding new ways to discriminate against her and treat her as
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1 a second-class employee from 2012 to the present day. RCCD's conduct before the lawsuit and
2 settlement was atrocious, but now after the settlement, RCCD had an additional retaliatory motivation
3 against her because of the "trouble" "she" caused the RCCD through her legitimate lawsuit.

4 22. RCCD continued, and continues, to harass Ms. Berber and fosters an unwelcoming and
5 discriminatory environment for her.

6 23. On August 27, 2012, RCCD placed a letter in Ms. Berber's college mailbox,
7 insinuating that she was going to be under investigation yet *again*. There were no grounds for any
8 investigation, and Ms. Berber had not committed any misconduct. On the same day, Former President
9 Cynthia Azari thanked Ms. Berber for her efforts to move past the prior discriminatory events, and
10 for working with the new Athletic Director who came in, Derrick Johnson.

11 24. Just days later, on August 30, 2012, the new Athletic Director, Derrick Johnson,
12 singled Ms. Berber out and diminished her fundraising ability and authority. Prior to that, for 11 years,
13 Ms. Berber had the authority to raise funds at all home football games solely to support her own
14 students and her sports program. Mr. Johnson informed her that she was no longer permitted to do
15 this. Instead, he apportioned her fundraising time slots to other Athletic Department sports teams,
16 excluding Ms. Berber. By taking this authority and her time slots away from her and sharing it among
17 all the other sports program, he disrupted her efforts to raise funds for her program and her students.
18 Additionally, Mr. Johnson's discriminatory actions were fueled by Ms. Berber's colleagues in the
19 Athletic Department, who conspired to urge him to take her fundraisers away from her.

20 25. The next week, on September 6, 2012, the Athletic Trainer, Todd Babcock, spoke
21 openly with students about Ms. Berber's Worker's Compensation case, violating the law and
22 betraying Ms. Berber's private employee information and records.

23 26. On September 7, 2012, Athletic Director Derrick Johnson asked Ms. Berber to sell
24 football media guides to raise funds for Athletics. Ms. Berber and her students complied and sold
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1 numerous media guides in a show of teamwork and cooperation. However, instead of fairly
2 apportioning the profits between the Women’s Basketball program and the Athletics Department as a
3 whole, Mr. Johnson claimed all of the funds for himself and for his own budget.

4 27. On September 11, 2012, Athletic Director Derrick Johnson unfairly denied Ms. Berber
5 and her assistant coaches access to the Wheelock Gymnasium Building, which was the only updated,
6 modern gymnasium on campus, and which was the only gymnasium suitable for Women’s Basketball.
7 However, Mr. Johnson continued to provide full and unrestricted access to all the other coaches in the
8 Department. Ms. Berber made repeated requests to correct this issue.

9 28. On September 12, 2012, due to the maltreatment and ostracization Ms. Berber
10 constantly received at the hands of Derrick Johnson and other colleagues in the Athletic Department,
11 the work environment grew so hostile and uncomfortable, that Ms. Berber asked for her department
12 mail to be sent to a different campus address, so that she would not have to face the daily stress of
13 picking up her mail in the presence of her harassers. This resulted in added inconvenience in receiving
14 her mail, because she was constructively forced to trek across the entire campus to retrieve her mail,
15 instead of simply picking it up at the Department Athletic Office like all the other coaches.

16 29. On September 27, 2012, Department Chair Steve Sigloch assigned three (3) lecture
17 courses to a brand new, male Assistant Football coach. The assignment of lecture courses afforded
18 the recipients higher pay, as well as opportunities for advancement. During that period of time, despite
19 having served RCCD for 13 years, Ms. Berber was never assigned lecture courses despite her many
20 requests. Not only would such courses provide her financial opportunities, but lecture courses were
21 also a way for Ms. Berber to teach without constantly submitting her body to the rigors of physical-
22 activity courses. Instead, Mr. Sigloch would inform her that “no lecture courses are available” or that
23 “lecture courses belong to specific programs, so we cannot assign them to you.” However, when
24 semester schedules were finally posted, on several such occasions, Ms. Berber discovered that in fact
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1 Mr. Sigloch did assign away numerous lecture courses to male part-time coaches who were his friends,
2 and some of whom were brand new to the school. There was no legitimate reason for him to have not
3 assigned the courses, at least one of them, to her.

4 30. On October 4, 2012, Ms. Berber submitted four different “entry fee” forms to Dorine
5 Uribe. The entry fee forms were used to request payment and for submitting a purchase requisition
6 for scheduled tournaments during the basketball season. When Ms. Berber received “FYI” copies in
7 her mailbox on October 15, 2012, of the purchased requisitions completed by Dorine Uribe, Ms.
8 Berber noticed several mistakes which needed immediate attention to ensure that Ms. Berber’s
9 tournament fees were paid, so that her team would not be barred from participating.

10 31. Therefore, on October 16, 2012, Ms. Berber went to see Athletic Director Derrick
11 Johnson to inform him about the critical mistakes on the forms. The documents showed that Dorine
12 Uribe submitted payment to Bakersfield for \$400.00, when the fee owed was only \$150. Mr. Johnson
13 advised Ms. Berber to leave the documents on Ms. Uribe’s desk and to email her, so she would be
14 aware to make the changes when she returned to the office the next day. This was not the first time
15 Ms. Uribe had made important errors. In Ms. Berber’s first lawsuit, Ms. Uribe had forged Ms. Berber’s
16 signature on timesheets. She also “accidentally” left \$3,000 off Ms. Berber’s paycheck, which caused
17 Ms. Berber to wait a week to get paid.

18 32. On the following day, October 17, 2012 (Wednesday), Ms. Berber was to meet Derrick
19 Johnson and Elaine Wilson in the Athletic Department about an eligibility question for one of her
20 students. Because Dorine Uribe worked in the office on Mondays, Wednesdays, and Fridays, Ms.
21 Berber decided to come in early to follow up on the requisition paperwork errors with Ms. Uribe. Ms.
22 Berber came into the Athletic Office where Ms. Uribe was at her desk. Elaine Wilson was in a chair
23 next to her desk as well. Ms. Uribe started talking about the documents in question, so Ms. Berber sat
24 down to listen. Ms. Uribe said that “first of all I want you to know that I am not being vindictive or
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1 trying to intentionally do things to you.” Ms. Berber replied that she didn’t want the discussion to go
2 down that path and that she only wanted the error resolved. Ms. Uribe went on, in a sarcastic and rude
3 manner, to say that Ms. Berber shouldn’t email her about errors, but should just call her instead, and
4 that Ms. Berber should just “trust” her.

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6 33. At that time, Mr. Derrick Johnson walked into the office and asked what they were
7 discussing. Ms. Berber replied that she just wanted the mistakes resolved, and that Ms. Uribe was
8 taking the discussion down a different path about communication and “trust.” Mr. Johnson replied
9 that he had advised Ms. Uribe to share those things with Ms. Berber, and added that Ms. Berber needs
10 to “build trust” with Ms. Uribe. Ms. Berber was standing by a cabinet during this discussion, but Mr.
11 Johnson commanded her to come forward so she could be seen by everybody. At that point Clara
12 Lowden (who was rehired as the Assistant Athletic Director) walked into the office and interjected
13 into the middle of the discussion that “[Ms. Berber,] nobody is against you, but there is a process.”
14 Ms. Lowden was coming into this discussion at the end of the conversation, and the conversation was
15 not concerning any “process.” Ms. Berber restated that the only issue she was bringing up were the
16 important documentation errors being made by Ms. Uribe. Ms. Lowden replied that “all you need to
17 do is make a phone call.” It was clear from the behavior and speech of the parties that prior to this
18 discussion, Mr. Johnson, Ms. Uribe, and Ms. Lowden had been discussing Ms. Berber behind her
19 back.
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22 34. Later that day, as Ms. Berber was in class, her cell phone kept beeping. She received
23 an alarming text from her supervisor Derrick Johnson demanding she respond immediately. When
24 she called him, she informed her that he was “sitting in [her] worker’s compensation accommodations
25 meeting.” Ms. Berber was concerned and confused because she did not know what he was talking
26 about. He insisted that she end her class immediately and come to the meeting. When she came to the
27 meeting, Mr. Johnson walked her into a room full of people, including Mike Simmons (Risk
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1 Management), Chani Beeman (Diversity, Equity, & Compliance), Martha Arrellano (Human
2 Resources), Derrick Johnson (Athletic Director), and the two consultants (Rachel Shaw, and an
3 intern). This exhausting meeting lasted for almost 2.5 hours. At the conclusion, Ms. Berber signed the
4 review/summary which was put before her, but she asked the investigator if she could make changes
5 because she was mentally exhausted. The investigator responded affirmatively and added an
6 additional statement at the end to support this.
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8 35. During the accommodations meeting, Ms. Berber had been asked if she could get
9 details about her restrictions from her doctor, Dr. Wall, the next morning. Ms. Berber agreed. As Ms.
10 Berber left the meeting, Risk Manager Mike Simmons told her that as she starts her work day, she
11 needs to wear a knee brace until Dr. Wall provided further clarification. Mr. Simmons also specifically
12 addressed Derrick Johnson and instructed him that she was not allowed to follow her around or harass
13 her to check whether she was wearing it or not. Mr. Johnson agreed to comply.
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15 36. That night, after reading the meeting summary statement, Ms. Berber realized that her
16 words had been twisted against her. Ms. Berber immediately called the investigator the same night
17 and told her the report was wrong. The investigator responded that it was “no big deal” and Ms. Berber
18 could make changes “later.”
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20 37. On Thursday, October 18, 2012 (the day after the meeting), Ms. Berber went to Dr.
21 Wall’s office to see him, but he was not there. The medical office staff informed her that Dr. Wall’s
22 prior summary of Ms. Berber’s restrictions and condition stands without changes. The staff informed
23 Ms. Berber that two days prior, Rachel Shaw from RCCD had called them 2 days prior, and they
24 already gave her the same information as well. Ms. Berber replied that Ms. Shaw had been trying to
25 contact Dr. Wall’s office for two weeks straight. The staff clarified and stated that no, Ms. Shaw had
26 only called one time and left one voicemail. Thus, RCCD deceived Ms. Berber into thinking that her
27 doctor was “not cooperating” with the worker’s compensation investigation, which was untrue.
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1 38. Upon learning this, Ms. Berber immediately took a copy of Dr. Wall’s “permanent
2 and stationary” report to Derrick Johnson, in his office. She also put her knee brace on and began
3 working. Suddenly, she received a call from Risk Manager Mike Simmons, who said she “had bad
4 news” for her. she said that Dr. Wall “was not cooperating” and therefore they were sending her home
5 from work. Ms. Berber began to cry. She told Mr. Simmons that she had been working with the same
6 restrictions for a year, and suddenly only now, RCCD was demanding “clarification” of her
7 restrictions and forbidding her from working. Mr. Simmons replied that she was “violating” her
8 restrictions because she came to work without her knee brace. Ms. Berber responded that she had
9 come from Dr. Wall’s office, as instructed, obtained the report for Mr. Johnson, and put on her knee
10 brace as soon as she started working.

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12 39. In response, Mr. Simmons began accusing Ms. Berber of being a liar, and began
13 attributing false statements to her, claiming she made them during the accommodations meeting,
14 though she had not. He repeatedly twisted her words to make her appear dishonest. Ms. Berber asked
15 him why was he threatening her job and twisting her words. He replied that if she wanted to continue
16 working, she had to “get rid of Dr. Wall,” because “he is preventing you from working.” He said she
17 should “get a doctor that we suggest” so she could have “proper documents to work.” He demanded
18 she do all this by November 5, 2012, which was the date of the next accommodations meeting.
19 Furthermore, Mr. Simmons said that until then, “I am putting you in a wheelchair because you are a
20 liability.” Ms. Berber informed him she did not need any wheelchair. He essentially said it was too
21 bad, because it was “her decision” if she wanted to continue coaching or not. He then promised to
22 order her an “electric wheelchair” which she could leave in her office. He stated she could walk from
23 her car to her office using only the knee brace, but he demanded that during the work hours, she
24 remain in the wheelchair at all times.

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27 40. Thereafter, on Friday, October 19, 2012, Ms. Berber went to work with her knee brace.
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1 Her class was suddenly interrupted as a delivery person delivered a wheelchair to her. Incidentally,
2 the wheelchair was not electric. To the contrary, it was an old, outdated wheelchair which was far too
3 small and uncomfortable for Ms. Berber. The wheelchair delivery man indicated he did not understand
4 why Ms. Berber needed it, because he saw her standing and walking around. Ms. Berber asked him
5 to leave the wheelchair in her office and she continued to coach her students.
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7 41. Soon thereafter, on October 19, 2012, her supervisor Derrick Johnson walked in and
8 asked her if she had her knee brace on. She replied that she did. He then insisted that she let him “see
9 it.” Ms. Berber promised she had it on. At this point, Mr. Johnson reached down and rubbed Ms.
10 Berber’s left knee, searching for her brace. She told him to stop and reminded him that he had been
11 instructed not to behave this way. He then started rubbing her other knee and ordered her to lift her
12 pant leg. Before she could respond, he reached down and pulled up her pant leg. Ms. Berber protested
13 that he was not allowed to do this. He said “I am your supervisor, I can do it.” Ms. Berber replied that
14 she would complain about him, to which he said arrogantly, “go ahead! I wasn’t even in here for you,
15 I was looking for John Smith [another employee]!” Mr. Mike Barnes was present to hear these
16 exchanges. The students in the gym witnessed this and, embarrassed for Ms. Berber, asked her later
17 why the Athletic Director was pulling up her pants. Berber filed a police report on Nov. 21, 2012,
18 regarding the incident, because of her continued fear of retaliation from the athletic/kinesiology
19 department, especially because her lawsuit was settled only about three months prior.
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22 42. On Monday, October 22, 2012, Ms. Berber met with Martha Arrellano as planned and
23 discussed by Rachel Shaw, to make changes on the accommodations document dated October 17,
24 2012. Ms. Berber walked into Human Resources and was greeted by Chani Beeman as well. As they
25 began discussing the accommodations document, Ms. Beeman said, “Well, you had time that
26 afternoon of the 17th to make changes and you signed it already.” Ms. Berber directed Ms. Beeman to
27 the supplemental notes which Rachel Shaw typed, which stated that Ms. Berber would review the
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1 document later and make additions. Ms. Berber also pointed out that at the meeting, RCCD changed
2 the definition of “walking” and attributed false statements to Ms. Berber. Ms. Beeman replied that
3 Ms. Berber was “making this difficult.” She also accused Ms. Berber of violating her restrictions
4 because on October 18, 2012 she walked into Derrick Johnson’s office without her brace. Ms. Berber
5 explained the same to her as she had to Mr. Simmons, and that the knee brace was kept in her office
6 and used for basketball practice. Ms. Beeman incorrectly stated that Ms. Berber needed to wear the
7 brace “as soon as she got out of her car.”

9 43. Ms. Berber reminded her that the work restrictions themselves only indicated that the
10 brace should be worn during actual work, and that there were no documents showing any requirement
11 to put the brace in upon getting out of her car in the mornings. Ms. Beeman continued to assert that
12 Ms. Berber was “making this difficult.” Ms. Berber then informed her of Derrick Johnson’s harassing
13 of her, checking on her and rubbing her legs and lifting her pants. Ms. Beeman shockingly replied
14 that “Derrick Johnson has the right to use any means possible to make sure you are safe.” Ms. Berber
15 again asked to stop being forced into the wheelchair, which Ms. Beeman refused. Ms. Berber asked
16 if she had to keep sitting in the wheelchair all day, at which point Ms. Beeman said “we are trying to
17 help you and you’re making this more difficult. If you don’t sit in the wheelchair, we will stop you
18 from coaching.”

20 44. On November 2, 2012, Ms. Berber made yet another request to the Kinesiology
21 Department Chair Steve Sigloch, to be assigned a lecture class. Ms. Berber had been making identical
22 requests for over a decade, and they had always been denied. She was limited to “activity” courses
23 (as distinct from “lecture” courses). As usual, he denied her request, claiming that they were “making
24 cuts.”

26 45. During the period of November 2, 2012, and as described above, due to Ms. Berber’s
27 legitimate worker’s compensation case against RCCD, RCCD Risk Management had ordered that Ms.
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1 Berber be put into and make use of a wheelchair any time she was on campus. However, Ms. Berber
2 was perfectly capable of walking on her own and did not require any wheelchair. This RCCD directive
3 was directly against Ms. Berber’s doctor’s orders, and when her surgeon discovered what RCCD had
4 done, the doctor was infuriated and astounded, because the doctor’s orders were that she walk upright
5 as the best rehabilitation for her knee. RCCD had the wheelchair publicly delivered to Ms. Berber,
6 which was surprising to her colleagues and which provoked puzzlement and questioning from them,
7 because she clearly was able to walk. Even the wheelchair delivery person asked Ms. Berber, “why
8 do you even need this? You walk fine.” The wheelchair they provided her was an exceptionally
9 outdated, used, and uncomfortable wheelchair, and far too small for Ms. Berber and caused her pain.
10 Ms. Berber requested a modernized and motorized wheelchair, which RCCD refused.
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12 46. RCCD insisted that Ms. Berber continue to make uninterrupted use of the unnecessary
13 wheelchair for over a week during all work hours. To make matters worse, the Athletic Department
14 building did not even have a wheelchair-accessible ramp for the bathroom, thus Ms. Berber nearly
15 injured herself several times, almost flipping over the wheelchair and falling over, trying to roll herself
16 into the bathroom. The wheelchair exposed her to even greater risk of injury. Not only this, but on
17 several occasions compassionate students ran over to Ms. Berber to roll her into the bathroom, even
18 though Ms. Berber was perfectly capable of walking, but simply was forbidden from walking by
19 RCCD. Also, Ms. Berber could not wheel herself to the rest of the campus, as it was too difficult,
20 causing her work to be delayed. All of this was embarrassing and troubling for Ms. Berber.
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22 47. This absurd wheelchair directive came from Michael Simmons, the Director of RCCD
23 Risk Management. Ms. Berber spoke with Mr. Simmons and protested that her doctor opposed the
24 wheelchair and that she did not even need it. Mr. Simmons angrily threatened Ms. Berber that “if you
25 get out of that wheelchair, if we see you out of it for one second, we will send you home immediately.”
26 Ms. Berber asked him where he expected her to keep the wheelchair. Mr. Simmons bizarrely
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1 instructed her to leave the wheelchair in her office, to park her car in the mornings on the lot, walk to
2 her office, sit in the chair all day, and at the end of the day, to get out of the chair, leave it at her office,
3 and walk back to her car and go home.

4 48. This caused incredible public embarrassment, humiliation, and grief to Ms. Berber.
5 Ms. Berber’s students and colleagues were misled by RCCD into believing that she was unable to
6 walk, and she repeatedly endured their prying and quizzical questions and their kind but misplaced
7 offers to roll her around the campus and open doors for her. Not only that, but those colleagues who
8 knew she could walk, were misled into believing that Ms. Berber was doing something fraudulent.

9 49. Eventually, RCCD President Dr. Cynthia Azari visited Ms. Berber’s basketball
10 practice and was stunned to see Ms. Berber directing the students from a wheelchair. Ms. Berber
11 explained the entire situation to the President. President Azari was livid and personally investigated
12 the situation to verify Ms. Berber’s claims. Upon verifying the truth of the RCCD abuses against Ms.
13 Berber, President Azari immediately called RCCD Risk Management and demanded that they cease
14 their harassment. The very next day, Ms. Berber suddenly received clearance from Risk Management,
15 releasing her from the wheelchair. None of Risk Management’s decisions regarding the issuance or
16 the release of the “wheelchair directive,” were ever based on any medical evidence or data, but purely
17 on the desire to humiliate, degrade, and dehumanize Ms. Berber. Ms. Berber was forced to use the
18 useless wheelchair from approximately October 22 – November 2, 2012.

19 50. On November 21, 2012, Ms. Berber was in practice, coaching her team. Athletic
20 Director Derrick Johnson walked over to her in front of all her players and assistant coaches, and
21 publicly humiliated Ms. Berber when, without permission and in a very offensive manner, he touched
22 Ms. Berber’s leg, and pulled her pant leg up to check if she had her knee brace on, to “keep her
23 honest.” Ms. Berber, shocked, asked him what he was doing and he responded that he was checking
24 to make sure she was wearing her knee brace, since she was no longer in the wheelchair. This was
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1 deeply upsetting and shocking to Ms. Berber and her coaches and other staff and players. Ms. Berber
2 contacted the on-campus police and filed a report. After this, RCCD Human Resources suddenly hired
3 Dolce Pena, who repeatedly contacted Ms. Berber, interrupting her during the day during work hours.
4 Ms. Pena behaved rudely and tried to speak to Ms. Berber about Derrick Johnson’s behavior. The
5 person directing Ms. Pena was Chani Beeman Director of Diversity Compliance, who herself had
6 previously participated in harassment against Ms. Berber. Ms. Berber told Mark Sellick, the grievance
7 chair for the union, about these events. Mr. Sellick intervened and contacted RCCD and directed them
8 to stop Ms. Pena’s and Mr. Johnson’s harassment and to simply follow up on the police report, which
9 was already thorough and filed.
10

11 51. On December 10, 2012, Ms. Berber requested that she be provided a second Assistant
12 Coach, which was provided to all the male coaches but not to her, in violation of Title IX. All the
13 male coaches were provided stipends to have two assistant coaches. Ms. Berber was the only coach
14 who was denied such a stipend for her female basketball team. The men’s basketball coach was
15 provided 2 assistants, but Ms. Berber only had one that was a paid assistant.
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17 52. On December 19, 2012, Former Athletic Director Derrick Johnson, the same man who
18 had pulled up Ms. Berber’s pants leg in November 2012, continued to harass Ms. Berber. In the first
19 lawsuit, Barry Meier had demanded that Ms. Berber remove paper coverings from her private office
20 windows so she could look into her office as an exact of surveillance and harassment. The paper
21 provided privacy for Ms. Berber in her office. During the first lawsuit, however, RCCD informed Ms.
22 Berber she could keep the paper up because it was her right to do so. However, on December 19,
23 2012, as an act of continuing harassment, Mr. Johnson approached Ms. Berber and told her it’s
24 “better” for her to remove the paper so she “could be more engaging” with her department colleagues,
25 according to him. Ms. Berber again stated her discomfort with what she was asking and her reluctance
26 to remove the papers. Mr. Johnson then proceeded to personally pull the paper coverings off her office
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1 windows. Ms. Berber complained to her union (Dariush Haghghat) and the union informed her that
2 there is no policy regarding the paper, and that she had every right to put the paper back up. Ms.
3 Berber did so. Mr. Johnson then emailed Ms. Berber and said she was “directing” her to take the
4 papers off “immediately” because this was a “District-wide policy and mandate.” However, upon
5 research, there was no such District-wide policy in existence, and this claim was a pure fabrication.
6 Dariush Haghghat, the union representative, emailed Mr. Johnson informing him that Mr. Johnson
7 was violating the collective bargaining agreement and that there was no policy regarding the paper
8 coverings, and that his harassment must cease.
9

10 53. On March 2, 2013, RCCD investigator Dulce Pena investigated Athletic Director
11 Derrick Johnson for sexual harassment. The Cheer Coach, Rachel Fawcett, had also filed a complaint
12 against Derrick Johnson, which was being investigated at this time.
13

14 54. On April 22, 2013, the basketball theory lecture instructor, who was also the head
15 men’s basketball coach, was leaving his employment at RCCD. This would leave a vacancy and
16 necessity for a new basketball theory lecture instructor. As the head female basketball coach, Ms.
17 Berber was the most qualified and obvious choice to fill this sudden vacancy. Therefore, Ms. Berber
18 asked Department Chair Steve Sigloch to teach this lecture course. This would provide additional
19 salary and promotional opportunities to Ms. Berber, and it would be best for the students who were
20 losing their original instructor. However, Mr. Sigloch replied that there was a male assistant baseball
21 coach, Mr. Rudy Arguelles, who “wanted to pick up another class,” so this lecture course would be
22 assigned to him instead. Ms. Berber responded that she had been requesting to teach a lecture course
23 for the last 14 years, yet always been denied. Mr. Sigloch replied that Mr. Arguelles had the “right of
24 assignment” over Ms. Berber and she was entitled to it. Therefore, instead of making the obvious
25 choice in favor of Ms. Berber, who was well-qualified in basketball, Mr. Sigloch gave this basketball-
26 theory lecture position to an assistant baseball coach, Mr. Arguelles, who had no experience or
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1 knowledge in basketball and who has never taught basketball in his life. However, it turned out this
2 entire exercise was simply a ruse to keep Ms. Berber from ever obtaining the position. Just before the
3 summer lecture course began, Mr. Arguellas suddenly “no longer needed” the class, and Mr. Sigloch
4 then assigned a male basketball coach to fill the position. This male basketball coach had just been
5 newly hired to the District. There was absolutely no reason (other than a discriminatory reason) to
6 have preferred this brand new male hire over Ms. Berber, who was a veteran employee, well qualified,
7 and who had repeatedly indicated her desire for the position.
8

9 55. On April 8, 2014, Ms. Berber once again requested to be assigned lecture courses,
10 which would provide her increased salary and promotional opportunities. She had been kept only in
11 “activity” classes and never was provided any lecture courses. Department Chairman Steve Sigloch
12 denied her request yet again, stating that “full time” faculty had priority over her for lecture courses,
13 and since Ms. Berber was only “part time,” she was not entitled to the courses. However, Ms. Berber
14 had been teaching for RCCD for fifteen years. Yet, Mr. Sigloch continually assigned brand new,
15 newly hired male coaches to these lecture courses.
16

17 56. On June 14, 2014, Ms. Berber was interviewed by Chani Beeman for a student athlete’s
18 accusations against her. However, this was later determined to be a witch-hunt orchestrated to
19 terminate Ms. Berber. Ms. Berber hired legal counsel at her own expense, who demanded that RCCD
20 cease and desist from its ongoing harassment. Nevertheless, Chani Beeman and Sylvia Thomas, in
21 brazen defiance, still sent the investigation report to the State Chancellor’s office, even after they were
22 directed by their superiors not to do so. Subsequently, both Chani Beeman and Sylvia Thomas
23 resigned and/or retired.
24

25 57. On August 14, 2014, Ms. Berber’s union representative Dariush Haghghat wrote to
26 Chani Beeman pointing out the inappropriate practices of Ms. Beeman’s Summer 2014 investigation
27 against Ms. Berber. Rather than simply interviewing students, Ms. Beeman had solicited students’
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1 parents to complain against Ms. Berber as well. This was completely inappropriate and improper. The
2 students were adults and there was no legitimate reason for involving their parents. Ms. Beeman's
3 efforts were directed at terminating Ms. Berber.

4 58. On March 9, 2015, Steve Sigloch approached Ms. Berber and told her that "Virginia
5 McKeleone wants to know what you do in your class for the first 8 weeks of the class." He said this
6 in an attempt to scare Ms. Berber into thinking that she was not doing her job right and was being
7 critically evaluated. Ms. Berber emailed Virginia about this and Virginia said this was not true, and
8 she simply had a basic question about the student caps in Ms. Berber's class.

9
10 59. On March 24, 2015, the Director of Basketball Operations position was flown. Ms.
11 Berber applied and did not receive an interview, despite her high qualifications and years of
12 experience. Ms. Berber later discovered that Steve Sigloch was on the committee with other coaches.
13 Ms. Berber heard a newly-hired basketball male coach talking about his interview and how he would
14 get the position. Though Ms. Berber had qualifications to get this position, it was essentially created
15 for the male coach. Subsequently, Ms. Berber learned that Steve Sigloch wanted his friend to get the
16 position, and the position was never filled, despite Ms. Berber's qualifications for it.

17
18 60. On March 26, 2015, Derrick Johnson was out from March 30, 2015 to April 3, 2015.
19 He put Football Coach Tom Craft in charge of the Athletic Department. Ms. Berber became isolated
20 and fearful, because Tom Craft was one of the individuals who made sexual innuendos and supported
21 the harassment and discrimination that resulted in Ms. Berber's first lawsuit.

22
23 61. On April 10, 2015, Derrick Johnson resigned.

24 62. On May 11, 2015, Jim Elton was made interim Athletic Director. At that time, Barry
25 Meier would regularly visit the Athletic Department office. On one occasion, Ms. Berber came in to
26 pick up paperwork and Barry Meier was sitting at a desk in a manner to intimidate Ms. Berber. He
27 would also still park in the staff lot next to Ms. Berber's office because he had been granted a lifetime
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1 free staff permit when he retired.

2 63. On June 10, 2015, Ms. Berber’s union representative Dariush Haghghat fought RCCD
3 to replace “professional expert contracts” with tenured faculty positions. RCCD was regularly
4 exploiting and abusing the professional expert contract paradigm to treat employees differently
5 according to the whims and favoritism of the District. Employees would be given professional expert
6 contracts with widely differing benefits and pay, with no regard for seniority, qualifications,
7 experience, fairness or equality. For example, under Ms. Berber’s professional expert contract, Ms.
8 Berber was only paid \$46,000 a year, while brand new male hires in the same position were paid
9 upwards of \$90,000. This was only one of many egregious inequities, which were unfair, unlawful,
10 and discriminatory. In response to the union and Mr. Haghghat’s campaign for equality, RCCD had
11 to make changes and ultimately was forced to give Ms. Berber a full-time tenure position, for the first
12 time in 16 years.

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15 64. On June 24, 2015, the new Men’s Basketball coach approached Ms. Berber and told
16 her that Jim Elton and the rest of the Athletics Department do not want Ms. Berber employed there
17 anymore, because she won her first lawsuit against RCCD. He went on to tell her that unlike the
18 others, he wanted to get to know Ms. Berber and not only listen to the other staff. Thus, even in 2015,
19 it was evident that Ms. Berber’s colleagues and RCCD still held her 2012 lawsuit against her.

20
21 65. On January 11, 2016, Steve Sigloch walked in and threatened to change Ms. Berber’s
22 schedule of classes again. He threatened that if she “doesn’t get her [student] numbers up,” he would
23 cancel all her classes. Meanwhile, Steve Sigloch always ensured that male coaches did not get their
24 classes canceled or jeopardized.

25 66. On January 12, 2016, as an ongoing harassment, Athletic Department Chairman Steve
26 Sigloch continually manipulated Ms. Berber’s class schedule and also placed incorrect student caps
27 on her classes, all to make it harder for students to take her classes and for her to fill classes, or obtain
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1 overtime pay. Mr. Sigloch moved Ms. Berber’s basketball classes to prime times of the day which
2 competed with core classes such as English and Math. This, of course, caused numerous students to
3 drop her courses. It also forced Ms. Berber to teach accelerated classes at bizarre times of the day just
4 to fulfill her full-time contract.

5
6 67. In terms of caps, RCCD’s policy was that a class must fill 75-80% of its student cap
7 in order to exist or continue. Mr. Sigloch would move the caps upwards to make it harder and harder
8 for Ms. Berber to meet the requirements for her classes to exist. As she met the caps, Mr. Sigloch
9 would then raise the cap, in an apparent hope that she would not garner enough students for the next
10 semester. Furthermore, the caps he instituted created an unsafe overcrowded condition for Ms.
11 Berber’s basketball classes.

12
13 68. Ms. Berber complained about all these issues for several years, but Mr. Sigloch did
14 not relent. Mr. Sigloch continued this harassing practice through Spring 2020. This all resulted in Ms.
15 Berber’s classes either being repeatedly cancelled, students dropping her classes or not signing up,
16 and Ms. Berber being required continually to fight to fix the cap to reasonable levels. It also required
17 the intervention of other administrators, such as the dean, to force Mr. Sigloch to keep Ms. Berber’s
18 caps reasonable. Despite intentionally doing this to harass Ms. Berber for years on end, Mr. Sigloch
19 pretended that these various issues were simply “errors” or that he “forgot,” though this had been
20 brought to his attention repeatedly and consistently, several times a year, for about ten years.

21
22 69. In Winter 2019 and Spring 2020, Ms. Berber was so demoralized by this ongoing
23 behavior that she had no strength left to fight Mr. Sigloch’s maneuvers. She simply allowed him to
24 change her caps and schedule without resistance, leading her to lose classes, pay and opportunity.

25
26 70. On March 2, 2016, Steve Sigloch threatened Ms. Berber that she would be disciplined
27 if she did not notify him of her illness days. However, Ms. Berber did always make proper
28 notifications, which RCCD and Steve Sigloch would mysteriously “lose” or “did not receive.” Ms.

1 Berber notified her union representative, Dariush Haghghat, of the behavior. This became a regular
2 harassing practice of Mr. Sigloch’s which Ms. Berber no longer knew how to address.

3 71. On March 17, 2016, Steve Sigloch made a pattern and practice of personally going to
4 her classes to check to ensure that Ms. Berber was teaching her class. He singled her out and did not
5 do this to any other instructors. On one occasion, he even emailed her to ask where her class was
6 meeting, even though he had assigned the class and knew exactly where it met. Ms. Berber became
7 so anxious and fearful due to his behavior, that even if she called in sick, she would personally come
8 to campus just to hand-deliver a doctor’s note to him. On one occasion, Mr. Sigloch interrupted her
9 in front of her students in the gymnasium. He yelled at her during her instruction to “not forget to turn
10 in” a census report and he publicly announced loudly that he was “evaluating her” this year. Ms.
11 Berber emailed him to address his inappropriate behaviors, which he dishonestly denied. These
12 behaviors by Mr. Sigloch echoed back to the time period of the first lawsuit, when Mr. Sigloch at that
13 time had also been running around “checking on” Ms. Berber, even to the point that he would interrupt
14 her classes to take roll of her students, which he had no right to do. Thus, Ms. Berber, based on his
15 long-standing patterns and abuses, had every reason to be anxious and fearful of his stalking-like, and
16 harassing, behaviors.

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19 72. On January 13, 2017, Ms. Berber was notified of a recommendation to change her
20 employment status to full-time faculty. At this time, Ms. Berber was wearing a medical boot on her
21 foot due to having had a bunion surgery. Sandy Baker, who was in charge of “Improvement of
22 Instruction” meetings, asked Ms. Berber about the boot. Ms. Berber explained about her surgery. Ms.
23 Baker responded that the improvement committee told her that Ms. Berber was supposed to be
24 walking with her class. The rest of the improvement committee was composed of individuals who all
25 had conspired against Ms. Berber in her first lawsuit, including: Dennis Rogers (Baseball), Jim
26 McCarron (Track & Field), Michelle Dadonna (Softball), and Doug Finfrock (Swimming). Ms.
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1 Berber explained that none of the instructors have to walk with their students unless they want to. Ms.
2 Baker replied that she would “look into it further” and contacted Human Resources. Meanwhile, Ms.
3 Berber contacted the Men’s Basketball Coach who was going through the same process, to see if he
4 was being required to walk. The Men’s Coach informed Ms. Berber that when he was asked about
5 walking with his class, he simply told them that he does not walk, and nothing more was said about
6 it. Thus, Ms. Berber was subjected to a scrutiny and requirements which nobody else was at that time,
7 in an effort to delay and impede her becoming a full-time faculty. Afterwards, an email went out from
8 Steve Sigloch commanding every instructor to walk with their classes. Everybody began to walk, and
9 Ms. Berber had to obtain doctor’s clearance to be excused from the walking.

11 73. On June 28, 2018, Steve Sigloch limited opportunities for Ms. Berber’s Women’s
12 basketball program when he assigned the Men’s and Women’s basketball team to share a
13 conditioning class. This resulted in less money being apportioned to the women’s assistant coaches.
14 Instead of being permitted to teach (and be paid for) full 54-hour classes, as a result of Mr. Sigloch’s
15 decision, Ms. Berber’s assistant coaches were only compensated for 27 hours of classes during the
16 “in season conditioning class” though they still had to teach the full 54 hours with the allotted students.
17 Mr. Sigloch claimed that he was combining classes “to get the numbers up to reach the student cap of
18 30.” However, as Berber recently learned, caps can be suggested by coaches of their respective
19 programs based on team size. There is no requirement for student caps to begin with for in and out of
20 season conditioning classes. This was simply another way Mr. Sigloch could minimize available work
21 for Women’s Basketball assistants, and also to continue to harass Ms. Berber and threaten her with
22 losing courses. In addition the male assistant coaches had kinesiology Masters degrees which allowed
23 them to teach additional courses listed as non-varsity classes and make extra income. Thus, Mr.
24 Sigloch also created classes for male coaches to teach to earn extra income. For example, “Varsity
25 Weight Training.” Ms. Berber’s female assistant coaches has a master’s degree in another field and
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1 only meets the qualifications to teach a varsity course. This directly affected not only Ms. Berber's
2 assistant coaches, but Ms. Berber as well, because Ms. Berber's staff did not want to work at reduced
3 hours or without appropriate compensation.

4 74. On September 7, 2018, Ms. Berber requested that her Women's Basketball students be
5 afforded equal use of the weight room to the male teams and students. Jim Wooldridge, the Athletic
6 Director, said he would take care of it by talking to Steve Sigloch (who also had authority over the
7 weight room), but Mr. Wooldridge never did. Therefore, Ms. Berber's female students remained
8 without equal access.
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10 75. On September 12, 2018, Jim Wooldridge walked a plain-clothed man into Ms.
11 Berber's basketball practice class. The stranger proceeded to serve one of Ms. Berber's students with
12 legal documents. When Ms. Berber directed the stranger to leave her class, the man grew frustrated,
13 physically threatened Ms. Berber, and grabbed his testicles in front of her and her team of female
14 students. Mr. Wooldridge watched this and did nothing. This incident deeply shocked and upset Ms.
15 Berber and her students, all of whom felt threatened and upset. Ms. Berber reported it to the union,
16 who informed Mr. Wooldridge that this was inappropriate.
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18 76. On August 24, 2019, as usual, Athletic Department Chair Steve Sigloch once again
19 placed inappropriate caps on Ms. Berber's basketball class, despite having been told several times to
20 leave the cap at "20" for student and teacher safety reasons.
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22 77. On October 21, 2019, one of Ms. Berber's students needed an authorization code to
23 add a Nutrition class to her schedule. The student was a late transfer to RCCD and needed the units
24 to be a full-time student, to be eligible to play female basketball, and to fulfill her educational plan.

25 78. Ms. Berber initially asked the student to obtain the authorization code from Coach
26 James Kuk, the Nutrition teacher. He denied her three times. In an attempt to help the student, Ms.
27 Berber went to Coach Kuk and asked on behalf of the student. Coach Kuk at first denied having any
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1 add codes, which was untrue. This turned out to be a deflection, because moments later Mr. Kuk
2 admitted that the reason he would not help Ms. Berber or her student was because Ms. Berber “would
3 not leave the weight room issue alone,” because she kept trying to get the female students equal access
4 to the weight room as the male football students had. Mr. Kuk then said that Ms. Berber “really needs
5 to learn to respect the men’s football program, because we have a lot of guys.” Incidentally, many of
6 these same male football students made a habit of parking in faculty-designated parking spaces and,
7 when asked to move, would grab their testicles menacingly and defy faculty, refusing to move their
8 vehicles.
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10 79. Mr. Kuk then incited the male football coaches to complain about Ms. Berber
11 becoming upset about not getting an authorization code for the student.
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13 80. Shortly afterwards, in October 2019, Dean Scott Blair summoned Ms. Berber into his
14 office to discuss alleged “complaints” about her “behavior.” He did not provide her any opportunity
15 to be represented by her union during the meeting, nor did he tell her in advance what the meeting
16 would be about. Only once she arrived at his office, Dean Blair informed her that Mr. Kuk and the
17 football coaches complained about her. These complaints included false allegations against Ms.
18 Berber. Mr. Blair explained to Ms. Berber that “not all professors can give authorization codes.” Ms.
19 Berber responded that she understood that, but that Mr. Kuk’s reason for not giving a code was
20 because she would not leave the weight room issue alone, and therefore this was unlawful. Upon
21 discovering this, Mr. Blair understood that the complaints were false and retaliatory, but he informed
22 Ms. Berber that he had already passed the complaints on to Human Resources. This was a violation
23 of due process (in fact, Human Resources had to instruct Mr. Blair to speak to her first) and policy.
24 Ms. Berber complained to her union that Mr. Blair denied her rights in 1) holding a disciplinary
25 meeting without prior notice or union representation and 2) for passing complaints on to Human
26 Resources before he had spoken to Ms. Berber about them.
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1 81. To date, Human Resources, the Chancellor, and the President, refuse to provide Ms.
2 Berber with any evidence substantiating the alleged complaints, “for the safety and well-being of the
3 complainants.” They have not given Ms. Berber the complaints nor followed up on them and Ms.
4 Berber has never been officially “cleared” of the false charges.

5 82. On October 29, 2019, Ms. Berber was unable to attend a Department meeting because
6 her daughter was ill. Although she notified the appropriate individuals, Steve Sigloch claimed he did
7 not get the message. Therefore, Mr. Sigloch sent Ms. Berber an email on October 29, reminding her
8 of the meeting and reminding her that she is full-time faculty and these meetings are her mandatory
9 responsibilities. He also unnecessarily cc’ed Dean Scott Blair on this email as an evident effort to
10 tarnish Ms. Berber’s reputation. Ms. Berber responded that his demands violated the collective
11 bargaining agreement, which only required work from 8am – 4pm, inclusive of any and all meetings.
12 Mr. Sigloch responded that the “department voted on it” and that the next meeting would take place
13 on December 5 at 7am, again violating the collective bargaining agreement. Ms. Berber notified the
14 union, which interceded. The inappropriately scheduled meetings were suddenly changed back to an
15 appropriate, lawful time. This was only one of many examples of the Athletic Department violating
16 the collective bargaining agreement and holding themselves above the policies, while falsely asserting
17 violations against Berber.

18 83. In November 2019, Ms. Berber had a meeting with the college President Dr. Gregory
19 Anderson, her union representatives Rhonda Taube and Dariush Haghghat, Lisa Webb (Dean of Life
20 Sciences) and Athletic Director Jim Wooldridge to discuss numerous issues and concerns. Ms. Berber
21 brought up the fact that during a monthly meeting between her and Mr. Wooldridge, Mr. Wooldridge
22 had asked Ms. Berber a series of uncomfortable questions suggesting and assuming that she “didn’t
23 seem happy” with her work, which was false – as if Mr. Wooldridge was trying to establish a pretense
24 for her not to work there anymore. When the weight room inequality issue arose, Mr. Wooldridge
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1 snidely told Ms. Berber to “go ask your buddy Steve Sigloch about it,” though Mr. Wooldridge well
2 knew of the tension between the two and of Mr. Sigloch’s abuses. At this same meeting, Ms. Berber
3 brought up her discomfort with sexual comments and gestures the male football coaches and players
4 made against her in the past. Mr. Wooldridge exploded and slammed the table, saying “Alicia
5 [Berber], I’m so disappointed with you for bringing that up in front of the college President!”
6 However, the union representative, Dariush Haghghat, instantly reproached him and stated that
7 everyone was well aware of the football coaches’ misbehaviors and that in fact, a separate meeting
8 was scheduled to address those misbehaviors, which Mr. Wooldridge was already aware of. At this
9 meeting, President Anderson also promised to address the unequal access to the weight room between
10 men’s and women’s teams, but he never followed through.

12 84. On February 4, 2020, Ms. Berber yet again requested a copy of the complaints filed
13 against her by the football coaches James Kuk and Mike Ritchie. Her request was ignored and to date,
14 Ms. Berber has not been provided with the complaints.

16 85. Despite all this, Ms. Berber has continued to provide service to District, working hard
17 to teach her classes and coach her team, including leading her team to the second round of playoffs
18 this year and is nearly (if not already the winningest coach in RCCD history. Ms. Berber also has a
19 graduation rate of 100% for her transferring sophomores. Nevertheless, she has become increasingly
20 isolated, unable to speak to other Athletic Department staff other than through email. This has led to
21 increased difficulty in completing certain tasks and have equal opportunities as other, unvictimized
22 staff members.

24 86. Thus, ever since settling her discrimination/retaliation lawsuit against RCCD in 2012
25 (and even before then), the District has continued to victimize Ms. Berber and support other staff in
26 doing the same. At faculty meetings, Ms. Berber is routinely ostracized, ignored, belittled, and
27 isolated. Male and female colleagues in the Athletic Department have engaged in regular mistreatment
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1 against Ms. Berber, including not greeting her, not responding to her, refusing to speak to her, ignoring
2 her, refuse to engage with her, ostracizing her, refusing to look at her, speaking rudely to her, refusing
3 to help her when requested, speaking coarsely and rudely to her, insulting her, yelling at her, giving
4 her silent treatment, refusing to speak to her in person but emailing her instead, refusing to welcome
5 her or acknowledge her in public, refusing to sit next to her, refusing to acknowledge her thoughts or
6 voice at department meetings, and many other similar behaviors, as described and chronicled herein.

8 87. The male assistant coaches and coaches of the football and basketball teams have
9 enjoyed immense privilege and advantages over Ms. Berber, who has been treated as a second-class
10 citizen. Steve Sigloch, the Athletic Department chair for over 20 years, was a former football player
11 of Barry Meier, and a former football coach for Mr. Meier – the very subject of Ms. Berber’s first
12 lawsuit and the original instigator of harassment against Ms. Berber. Thus, Mr. Sigloch’s attitude and
13 treatment of Ms. Berber is nothing more than a continuation of Mr. Meier’s harassment, and a perverse
14 preservation of Mr. Meier’s discriminatory legacy in the Athletic Department.

16 88. Mr. Sigloch, time after time, installed his friends and male coaches to the best
17 positions, classes, and instructional time slots, overlooking Ms. Berber and leaving her and her female
18 students to fend for themselves. As described herein, Mr. Sigloch enforced arbitrary and varying caps
19 on the amount of classes Ms. Berber can teach every semester. In Spring 2020, due to Mr. Sigloch
20 changing Ms. Berber’s class timeslots unexpectedly and in a disadvantageous manner, Ms. Berber
21 had *three* classes utterly canceled due to lack of student enrollment. Mr. Sigloch also repeatedly
22 switched Ms. Berber’s other lecture-based classes in ways he knew could not work in Ms. Berber’s
23 schedule, to ensure that she would not obtain an opportunity to promote to full-time faculty. Even
24 after promoting to full-time faculty, Mr. Sigloch found new ways to harass Ms. Berber and disrupt
25 her schedule. For example, Ms. Berber’s Spring 2020 schedule was worse than even some *part-time*
26 faculty.
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1 89. Mr. Sigloch also exploited the academic system to create extra classes to get his
2 favored male assistant coaches paid extra. For example, at one point in Fall '18 he assigned two
3 Football Theory accelerated classes from 12 noon – 7:25pm, though there is no class which would
4 ever require so much time in the day. By doing so, he created a 3-unit academic class to get his male
5 friends and colleagues on the football team extra pay. He also used these contrived classes to keep
6 football players eligible who required 3 academic units, when in fact they were merely on the field in
7 practice. In previous terms and currently for Fall 2021, Sigloch has created 4 varsity football courses,
8 each with an enrollment cap of 30; he could have created 2 courses with a cap of 50. However, by
9 manipulating the cap, Sigloch was able to offer more 3 unit lecture classes for the football coaches to
10 teach and, in turn, more pay to go around. In past years with other female programs that have a higher
11 number than a 30 cap or at any time was women's basketball able to change the cap to be 10 and
12 create 2 sections to be able to pay more assistants.

15 90. Mr. Sigloch also devised a “seniority” system unique to the Athletic Department in
16 which seniority status “rotates” to different employees through the years. For example, while Ms.
17 Berber might enjoy seniority for one year, the following year, she would be at the bottom of the
18 seniority list and would not come back on top for several years. This is unequal, absurd, and unlawful
19 and ensures that the vast majority of the time male faculty receive preference over her and even other
20 female faculty.

22 91. Additionally, stipends were and are arbitrarily assigned by Jim Wooldridge and given
23 to Cheer and Dance, which is not even recognized in CCCAA as a sport. They were also given
24 strength-coaching stipends, which are \$2,000 more than coaching stipends, though they do not even
25 use the weight room. Ms. Berber was never afforded such opportunities.

26 92. Furthermore, the Football classes currently have their students taking core classes
27 online from different institutions from their football coaches, all to help them transfer. This fraudulent
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1 academic abuse is well documented but goes completely overlooked by RCCD.

2 93. Ms. Berber has consistently and repeatedly not been afforded an equal opportunity to
3 have equal access to weight room that the Men’s Basketball team enjoys, despite her requests and
4 efforts to point out the discrepancy. Even after the aforementioned meeting with the RCCD President
5 on this issue, Ms. Berber’s complaints were ignored.
6

7 94. The Kinesiology Department typically has an “in season conditioning” class, as well
8 as an “out of season” conditioning class for each program. In addition to those two classes, Athletic
9 Department Chair Steve Sigloch created a Varsity Weight Training Class which ran from 1pm - 2:25
10 pm. Any full-time faculty was qualified to teach this. However, he ensured that this time slot is allotted
11 only for the use of Football coaches. The Football coaches use the entire time from 1-2:25, and then
12 continue using it from 2:25 to 3:15 for their “in-season or out of season” conditioning. At 3:15 pm,
13 the next class starts and there is no further access to the weight room, leaving no time for Ms. Berber
14 or her (female) student athletes in the afternoons. He has continued to schedule these classes and
15 ignored Ms. Berber’s request to teach one of the Varsity Weight Training Classes. He has also created
16 Varsity Weight Training Courses slated for the Track and Field Team.
17

18 95. The Athletic Department Chair, Mr. Sigloch, manipulates the scheduling to
19 commandeer the facilities and give male students and coaches all of and the preferred time they need,
20 to the detriment of female coaches and students. For example, in the mornings, the schedule was
21 adjusted to ensure that Men’s Basketball had exclusive use of the weight room throughout the week,
22 leaving Ms. Berber and her students with only a Monday morning and Friday morning timeslot. Thus,
23 Ms. Berber’s students only had use of the weight room at the very beginning and very end of the
24 week, with no opportunity for training in the middle three days – Tuesday, Wednesday, Thursday.
25 This is not conducive for any program and leaves Ms. Berber’s students at a distinct athletic
26 disadvantage and no opportunity for consistent, regular training. Most recently, for the Fall 2021
27
28

1 schedule, Sigloch has scheduled Men's' basketball for weight room access Monday, Wednesday and
2 Friday, but Women's' basketball only on Monday and Thursday.

3 96. In addition, for the Summer 2021 weight room schedule, Sigloch and the acting athletic
4 director informed Ms. Berber that the weight room was not open for use by Women's' basketball, but
5 weights could be removed and returned after use outside. Upon visiting the weight room, however,
6 Ms. Berber observed the track and field throwing athletes were given full access to inside the weight
7 room.
8

9 97. Ms. Berber requested that Mr. Sigloch make adjustments in favor of equality towards
10 her and the female students, and asked for midweek weight room timeslots, but he denied her request,
11 violating the collective bargaining agreement and the laws (discussed below) for equality towards
12 female athletes and Ms. Berber as their coach.
13

14 98. Due to the District's persistent retaliation and discrimination against Ms. Berber, she
15 has suffered severe physical, emotional, and mental damages. She is often isolated in her office in
16 fearful anxiety when she is at work, afraid to interact with colleagues or be seen and risk further
17 discriminatory attention and treatment. Her health has significantly deteriorated, leading to anxiety,
18 depression, sleeplessness, gastrointestinal problems, and immense stress, all requiring repeated
19 medication just to manage these conditions. Additionally, she has required numerous surgeries. No
20 person should have to endure the treatment she has at the hands of the District.
21

22 99. In addition to the prior harassment and discrimination, Ms. Berber has suffered and
23 continues to suffer tremendously, both physically and emotionally. Since July 2011, she has been
24 diagnosed with and has suffered continuously from Post-Traumatic Stress Disorder, severe depression
25 and anxiety, insomnia, mood swings, fatigue and decreased energy, nightmares, agitation and
26 irritability, loss of appetite and concentration, daily headaches and related conditions. She has taken
27 Zoloft, Ativan, Celexa, Trazodone, and NyQuil as prescribed to alleviate her symptoms, but the
28

1 underlying stressors remain.

2 100. Ms. Berber received therapy for these conditions and eventually became dependent on
3 prescription drugs, including Vicodin, Ambien, muscle relaxers, and Oxycontin, to help her sleep.
4 This has all led to Ms. Berber being anxious and jumpy, and nauseated when driving to work. During
5 this period of time, Ms. Berber had a gall-bladder attack and surgery, including other surgeries and/or
6 procedures for back and knee pain. Furthermore, due to stress and anxiety, she has injured herself in
7 other ways at work, including in her shoulder and toes. The stress related to these working conditions
8 was severe and continues to be severe. In 2015, Ms. Berber miscarried a pregnancy, likely due to the
9 stress on her body and emotions throughout her career at RCCD. Afraid that her body could not bring
10 a healthy baby to term in the midst of such career stress, Ms. Berber never again tried to become
11 pregnant (in fact, in 2008, when she became pregnant an earlier time, Barry Meier had told her not to
12 have any more children or she would never get a full-time position at RCCD).

15 101. As a result of her emotional and physical distress, her relationships with family,
16 friends, and professional colleagues have been seriously disrupted. Due to the continued disparate
17 treatment, coupled with RCCD's decade-long pattern of retaliation, she has been in constant fear of
18 losing her job, which she needs to support her family of two children. Despite many years of service
19 to RCCD, for most of that time she was not offered a tenured position and had no guarantees that she
20 would be provided adequate class assignments to supplement her meager coaching salary. She was
21 also denied summer pay for consecutive years, while others, including assistant coaches, received it.
22 Additionally, other less qualified instructors have been offered multiple unit lecture classes, which
23 pay well, and Ms. Berber has never been offered such classes, despite her eminent qualifications to
24 teach them.

26 102. In addition, Ms. Berber has been grossly underpaid relative to her male colleagues,
27 including compared to male assistant coaches. Ms. Berber's base salary and stipends total
28

1 approximately \$45,000, per year. The men’s head baseball coach is paid approximately \$94,000 per
2 year. The assistant football coach earns a base salary of \$54,000 per year and is also able to earn
3 additional amounts through stipends. The assistant men’s baseball coach has a tenured faculty position
4 and is paid approximately \$100,000 annually. Monica Trainer, a volleyball coach for less time than
5 Ms. Berber has been the basketball coach for RCCD, and without the same winning record or
6 credentials as Ms. Berber, was granted tenure recently and is paid a base salary of \$105,707 and never
7 had teaching experience prior to RCC in 2005 more than twice of what Ms. Berber earns. Of course,
8 Ms. Trainer is among those who petitioned against Ms. Berber’s continued employment. Part-timers
9 were making more than Ms. Berber when she had only a contract. As full-time faculty, Ms. Berber
10 makes more than part-timers but still not equal to equivalently-employed male full-time faculty or
11 even less experienced and successful female coaches at RCCD. These disparities are particularly
12 remarkable in light of Ms. Berber’s many achievements as a coach and teacher, in contrast to the
13 serious deficiencies in other sports programs.
14

15
16 103. Ms. Berber remains in a lower pay status, with less privileges, less class assignments
17 and was not able to obtain tenure until much later in her career, as a result of RCCD’s pattern of
18 discrimination and retaliation. Had Ms. Berber been offered equal opportunities as male instructors
19 from 1999 through 2017 (when she became full-time faculty), and through the present, she would
20 have earned far more money. She lost promotional and interview opportunities, lost money due to
21 decreased class loads because she was not permitted to carry class loads equal to her male
22 counterparts, was not permitted to carry “overload” class loads which would pay her more, and was
23 denied stipends for various opportunities that were afforded to male coaches in the Athletic
24 Department.
25

26 104. Plaintiff filed a complaint with the Department of Fair Employment and Housing
27 (hereinafter referred to as “DFEH”) and a Right to Sue Notice was issued on July 20, 2020. A copy
28

1 of the Complaint and Right to Sue Notice is attached and incorporated herein by reference as Exhibit
2 “1”.

3 **FIRST CAUSE OF ACTION**

4 **DISCRIMINATION IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND**
5 **HOUSING ACT [GOVERNMENT CODE § 12940, ET SEQ.]**

6
7 105. Plaintiff incorporates, by reference, all of the foregoing paragraphs of this Complaint,
8 as though fully set forth herein.

9 106. Plaintiff is a woman and is a member of a group protected against discrimination under
10 *Government Code § 12940, et seq.*

11 107. At all times relevant to this action, the District was an employer who regularly
12 employed five or more persons within the meaning of *California Government Code § 12926(d)*.

13 108. At all times herein mentioned, Plaintiff was qualified to perform the essential duties
14 she was hired for and was willing and able to perform the duties and functions of her respective
15 positions.
16

17 109. The District unlawfully discriminated against Plaintiff as previously alleged on the
18 basis of her gender. As a result, the District denied Plaintiff promotions, job opportunities. Plaintiff
19 experienced adverse employment actions which resulted in loss of pay and benefits, ostracization,
20 and damage to her professional reputation.
21

22 110. The District engaged in the acts set forth herein with the intent of discriminating
23 against Plaintiff based on her gender. The District’s discriminatory actions against Plaintiff, as
24 alleged above, constituted unlawful discrimination in employment on account of gender in violation
25 of the Fair Employment and Housing Act, *Government Code § 12940, et seq.*

26 111. The District is strictly liable for the discrimination against Plaintiff and the damages
27 flowing there from under *Government Code § 12940 et seq.* because the employees and/or Board
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1 members identified herein who sanctioned, condone, participated in or failed to prevent such
2 discrimination were Plaintiff's managers and/or supervisors. Moreover, the District is strictly liable
3 for the acts of its employees, agents, and supervisors in that the discrimination occurred at work and
4 while the District's employees, agents, and supervisors were acting in the course and scope of their
5 employment and in furtherance of their duties as District employees. Furthermore, the District had
6 actual knowledge of the intolerable conditions caused by the acts of discrimination alleged above,
7 but failed to take sufficient and reasonable steps to end the conditions. Thereby, the District endorsed
8 a policy of discrimination.
9

10 112. At all times, the District knew or should have known of the discrimination. The
11 District's discrimination was reported to supervisors and the discrimination was blatantly open and
12 publicly performed. The District failed to investigate the discrimination, to stop the discrimination
13 or adequately remedy the situation. Those who engaged in and/or endorsed the discrimination have
14 not been appropriately disciplined for the discrimination against Plaintiff. Furthermore, before the
15 discrimination occurred, the District failed to take all reasonable steps to prevent such discrimination
16 from occurring.
17

18 113. As a direct and proximate result of the wrongful conduct of the District and its
19 employees as described herein, Plaintiff has suffered damage to her personal and professional
20 reputation, loss of back pay and benefits, loss of front pay and future benefits, and additional amounts
21 had she not been discriminated against and forced to take illness leave. As a result of the
22 discrimination and consequent harm, Plaintiff has suffered such damages in an amount according to
23 proof.
24

25 114. As a direct and proximate result of the wrongful acts of the District and its employees,
26 as alleged above, Plaintiff was harmed in that she has suffered humiliation, mental anguish, anxiety
27 and emotional and physical distress and has been injured in mind and body. As a result of such
28

1 discrimination and consequent harm, Plaintiff has suffered such damages in an amount according to
2 proof.

3 115. As a direct and proximate result of the discriminatory conduct of the District described
4 herein and of bringing this action, Plaintiff has incurred and will incur attorney's fees. Plaintiff is
5 entitled to an award for and recovery of attorney's fees pursuant to *Government Code* § 12940 *et seq.*,
6 and other applicable law.
7

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF THE**
10 **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT [GOVERNMENT CODE §**
11 **12940, ET SEQ.]**

12 116. Plaintiff incorporates, by reference, all of the foregoing paragraphs of this Complaint,
13 as though fully set forth herein.
14

15 117. The District has an obligation and a duty to take reasonable steps to prevent workplace
16 discrimination from occurring. The District has a further duty to take immediate and appropriate
17 corrective action once it knows or should have known of the discrimination.

18 118. Before the discrimination occurred, the District failed to take all reasonable steps to
19 prevent such discrimination from occurring. The District failed to properly train and educate its
20 employees concerning discrimination, discrimination based on gender and other workplace
21 discrimination.
22

23 119. The District knew or should have known of the discrimination. The discrimination
24 was open and publicly performed. The District failed to investigate the discrimination or adequately
25 remedy the situation.

26 120. The District and its employees have not been appropriately reprimanded for the
27 discrimination of the Plaintiff and for the failure to prevent and stop the discrimination.
28

1 *Government Code* § 12900 *et seq.* Plaintiff therefore engaged in an activity that is protected against
2 retaliation under *Government Code* §12940(h).

3 127. At all times of the District’s retaliation against Plaintiff, Plaintiff was an employee of
4 the District.

5 128. In retaliation for reporting and opposing unlawful employment practices, the District
6 denied Plaintiff promotions, and job opportunities. Plaintiff experienced adverse employment actions
7 which resulted in loss of pay and benefits, ostracization, and damage to her professional reputation.
8

9 129. At all times relevant to this action, the District was an employer who regularly
10 employed five or more persons within the meaning of California *Government Code* §12926(d).

11 130. At all times herein mentioned, Plaintiff was qualified to perform the essential duties
12 she was hired for and was willing and able to perform, and did perform, the duties and functions of
13 her respective positions.
14

15 131. As the conduct described herein was done by the various managing agents for the
16 District and Plaintiff’s supervisors, and such conduct was done in the course and scope of their
17 employment with the District, the District are strictly liable for their conduct.
18

19 132. As a direct and proximate result of the wrongful conduct of the District as described
20 herein, Plaintiff has suffered damage to her professional and personal reputation, suffered a loss of
21 back pay and benefits, loss of front pay and future benefits, and additional amounts had she not been
22 retaliated against. As a result of the retaliation and consequent harm, Plaintiff has suffered such
23 damages in an amount according to proof.
24

25 133. As a direct and proximate result of the wrongful acts of the District, as described
26 herein, Plaintiff was harmed in that she suffered humiliation, mental anguish, anxiety, emotional, and
27 physical distress and has been injured in mind and body. As a result of such retaliation and consequent
28

1 harm, Plaintiff has suffered such damages in an amount according to proof.

2 134. As a direct and proximate result of the wrongful conduct of the District described
3 herein and of bringing this action, Plaintiff has incurred and will incur attorney's fees. Plaintiff is
4 entitled to an award for and recovery of attorney's fees pursuant to *Government Code* § 12940 *et seq.*,
5 and other applicable law.
6

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PREVENT RETALIATION IN VIOLATION OF THE CALIFORNIA**
9 **FAIR EMPLOYMENT AND HOUSING ACT [*GOVERNMENT CODE* § 12940, *ET SEQ.*]**

10 135. Plaintiff incorporates, by reference, all of the foregoing paragraphs of this Complaint,
11 as though fully set forth herein.

12 136. The District has an obligation and a duty to take reasonable steps to prevent workplace
13 retaliation from occurring. The District has a further duty to take immediate and appropriate
14 corrective action once it knows or should have known of the retaliation.
15

16 137. Before the retaliation occurred, the District failed to take all reasonable steps to
17 prevent such retaliation from occurring. The District failed to properly train and educate its
18 employees concerning retaliation, retaliation based on gender and other workplace retaliation.

19 138. The District knew or should have known of the retaliation. The retaliation was open
20 and publicly performed. The District failed to investigate the retaliation or adequately remedy the
21 situation.
22

23 139. The District and its employees have not been appropriately reprimanded for the
24 retaliation of the Plaintiff and for the failure to prevent and stop the retaliation.

25 140. As a direct and proximate result of the wrongful conduct of the District as described
26 herein, Plaintiff has suffered damage to her professional and personal reputation, suffered a loss of
27 back pay and benefits, loss of front pay and future benefits, and additional amounts had she not been
28

1 retaliated against. As a result of the retaliation and consequent harm, Plaintiff has suffered such
2 damages in an amount according to proof.

3 141. As a direct and proximate result of the wrongful acts of the District as described herein,
4 Plaintiff was harmed in that she suffered humiliation, mental anguish, anxiety, and emotional and
5 physical distress and has been injured in mind and body. As a result of such retaliation and consequent
6 harm, Plaintiff has suffered such damages in an amount according to proof.
7

8 142. As a direct and proximate result of the wrongful conduct of the District described
9 herein and of bringing this action, Plaintiff has incurred and will incur attorney's fees. Plaintiff is
10 entitled to an award for and recovery of attorney's fees pursuant to *Government Code* § 12940 *et seq.*,
11 and other applicable law.
12

13 **WHEREFORE, PLAINTIFF PRAYS FOR JUDGMENT AS FOLLOWS:**

- 14 1. For judgment against the District for compensatory damages suffered by Plaintiff, including,
15 but not limited to, back pay with pre-judgment interest, retroactive restoration of benefits,
16 including past, present, and future retirement benefits, and other monetary relief to be
17 determined at the time of trial;
18 2. For general damages to be determined at the time of trial;
19 3. For reasonable attorney fees as provided by law;
20 4. For prejudgment interest as allowed by law;
21 5. For costs of suit herein; and
22 6. For such other relief this court deems just and proper.
23

24 DATED: July 19, 2021

TRYGSTAD, SCHWAB & TRYGSTAD

26 By: Daniel J. Kolodziej
27 Daniel Kolodziej
28 Attorneys for Plaintiff
ALICIA BERBER

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims in this action subject to trial by jury (Second, Third and Fourth Causes of Action).

DATED: July 19, 2021

TRYGSTAD, SCHWAB & TRYGSTAD

By: *Daniel J. Kolodziej*

DANIEL J. KOLOBZIEJ
Attorneys for Plaintiff
ALICIA BERBER