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Attorney for Plaintiff,
Susanne Arani

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO- CENTRAL DIVISION**

SUSANNE ARANI, an individual,
Plaintiff,

vs.

COUNCIL ON AMERICAN-ISLAMIC
RELATIONS, CALIFORNIA, a corporation, and
DOES 1-20

Defendants.

) Case No.: 37-2019-00021331-CU-MC-CTL

) **[Unlimited] COMPLAINT FOR DAMAGES:**

) WRONGFUL TERMINATION
) HOSTILE WORK ENVIRONMENT
) RETALIATION
) DISPARATE TREATMENT
) FAILURE TO HIRE
) FAILURE TO PREVENT
) DISCRIMINATION AND RETAILATION

) **JURY TRIAL DEMANDED**
)
)
)

Plaintiff, Susanne Arani, sues herein as "Plaintiff," alleges the following against Defendant and Does 1-20:

I.

INTRODUCTION, VENUE AND GENERAL ALLEGATIONS

1. At all times relevant in this Complaint, Plaintiff lived and worked in the County of San Diego, in the State of California.
2. Plaintiff was at all times mentioned in this Complaint, unless stated otherwise, a salaried part-time attorney and employee of DEFENDANT COUNCIL ON AMERICAN-ISLAMIC RELATIONS, CALIFORNIA, ("Defendant CAIR-California").

- 1 3. Plaintiff alleges the amount in controversy is over 25,000.00 dollars, and that the matter
2 should be marked as an unlimited civil case for this reason.
- 3 4. Plaintiff is a forty (40) year-old, female attorney who has been licensed to practice law since
4 December of 2005. She is a “non-Muslim,” and worked exclusively in the San Diego Office
5 of Defendant CAIR-California while employed for the corporation.
- 6 5. At all times mentioned in this Complaint, Plaintiff describes her religious identity as “non-
7 Muslim” for purposes of ease, as Plaintiff considers herself non-denominational in her faith
8 belief system.
- 9 6. Plaintiff openly stated she was not Muslim in her 2015 interview, and at all times mentioned
10 in this Complaint, held herself out as non-Muslim. On information and belief this was a fact
11 that each and every supervisor she ever had knew about Plaintiff.
- 12 7. At all times mentioned in this Complaint, unless stated otherwise, Plaintiff’s main job duties
13 were to assist members of the Muslim-American community in legal matters involving their
14 civil rights, discrimination against them, and some immigration matters.
- 15 8. Defendant CAIR-California was at all times relevant to this Complaint, a California
16 corporation with business operations located in San Diego, Orange County, Sacramento,
17 Fresno, and the San Francisco Bay area.
- 18 9. Mr. Dustin Craun (“ Mr. Craun”) was at all times relevant to this Complaint, a full-time
19 employee and agent of Defendant CAIR-California. Mr. Craun at all times relevant to this
20 Complaint, worked exclusively in the San Diego office of CAIR California, as the executive
21 director, and on information and belief and on that basis Plaintiff alleges that Mr. Craun also
22 lives in the County of San Diego.
- 23 10. Mr. Craun was at all times relevant to this Complaint, unless stated otherwise, Plaintiff’s
24 supervisor since January 22, 2019, which included the ability to promote, demote, provide
25 salary and terminate Plaintiff.
- 26 11. Defendant CAIR-California often refers to itself as the largest civil rights organization for
27 Muslims in America and recently stated on its 2017 tax return, “While focusing primarily on
28 American Muslims, we have established a reputation as an advocate for group or individual

1 whose civil rights are in jeopardy and for partnering with local minority and legal aid
2 organizations.”

3 12. All actions, obligations, statements and failure to act in this Complaint occurred in the
4 County of San Diego, where Plaintiff and Mr. Craun live, and where the vast majority of the
5 witnesses live and work. As such venue is proper in the County of San Diego.

6 13. DEFENDANTS, DOES 1-20, inclusive are sued herein under fictitious names, their true
7 names and capacities being unknown to Plaintiff. Plaintiff will ask leave of Court to amend
8 her Complaint by inserting their true names and capacities in the place of said fictitious
9 names when the same have been ascertained in the discovery process.

10 14. Plaintiff is informed and believes and based upon such information and belief alleges that
11 each defendant designated herein as DOES 1-20, inclusive, is responsible in some way
12 and/or manner for the acts and occurrences herein alleged, which such acts and occurrences
13 were committed intentionally, negligently, recklessly or otherwise, and that each DOE
14 Defendant is liable to Plaintiff for the damages she has suffered.

15 15. Whenever reference is made in this Complaint to any act of any corporate or other business
16 of Defendant CAIR-California, and including those named as Does 1-20, that reference shall
17 mean that the corporation or other business did the acts alleged in the Complaint through its
18 Officers, Directors, Employees, Agents, and/or Representatives while acting within the
19 actual and ostensible scope of their authority.

20 16. Wherever reference is made in this Complaint to “Defendant,” that term shall mean
21 Defendant CAIR-California.

22 17. Plaintiff was hired as Defendant CAIR-California’s staff attorney for the San Diego office,
23 on or about May 11, 2015.

24 18. Plaintiff had a full-time position at that time, and was paid approximately \$47,500 dollars a
25 year in starting salary.

26 19. Plaintiff was re-hired on or about March 22, 2018, after having left Defendant CAIR-
27 California in December of 2017.

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1 20. Plaintiff was placed on a temporary contract for six months in March of 2018, and was a
2 part-time employee starting September 21, 2018, without a mandatory arbitration clause.

3 21. At all times mentioned in this Complaint, Plaintiff was the attorney in Defendant CAIR-
4 California with the most years of experience, out of approximately nine (9) attorneys, with
5 good or excellent reviews from Defendant CAIR-California, and with the Muslim
6 community she served.

7 22. At times in this Complaint, the names of certain individuals have been omitted, when
8 possible, in order to prevent ridicule, retaliation or retribution.

9 **II.**

10 **FACTUAL ALLEGATIONS**

11 **[POLITICAL BELIEF]**

12 23. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 22 above, as though
13 fully set forth herein.

14 24. The San Diego office previously had an Executive Director who prevented any potential
15 claim for discrimination, harassment or retaliation for reasons like gender, and religion, and
16 from the years 2015 until April 2018, Plaintiff worked under said Executive Director
17 without much issue.

18 25. Plaintiff is informed and believes and on that basis alleges that the *former* Executive
19 Director did not show any hostility to the American flag.

20 26. Plaintiff had an American flag affixed to her desk and an American flag as her computer's
21 desktop image until she received a new computer in approximately September of 2018.

22 27. In 2016, Plaintiff submitted a photo of her at her desk for use in one of Defendant
23 CAIR-California's publications, but on information and belief, Zahra Billoo, executive
24 director of the San Francisco Bay Area office, objected to the image containing both
25 depictions of the American flag. Plaintiff is informed and believes and on that basis alleges
26 that the final photo was photo shopped by Zahra Billoo to omit the image of the American
27 flag from the audience's view in the final publication.
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1 28. On or about the end of February 2019, the new Executive director, Mr. Craun, was
2 interested in an office space that cost approximately two and a half times the rate of the
3 current location, located at 7710 Balboa Avenue, San Diego California 92111, and the
4 office space had a balcony that overlooked the building's flagpole which displayed a large
5 American flag.

6 29. On or about the same date, Mr. Craun stated to Plaintiff, "If I would have to see that flag
7 everyday, I am going to want to put bullets or darts through it. I've been thinking of at least
8 taking the American flag [the building's American flag] and hiding it in our office so no one
9 has to look at it."

10 30. Plaintiff responded that there is "[n]o way we are disparaging that flag on my watch nor will
11 be playing "hide the American flag" so long as I work here."

12 31. Mr. Craun has his own Facebook page wherein he routinely issues statements on behalf of
13 the CAIR San Diego office, and it's a page where he refers to himself as the executive
14 director of CAIR San Diego. On March 30, 2019, Mr. Craun wrote a Facebook post with
15 the words, "This country [America] is disgusting." Plaintiff is informed and believes and on
16 that basis alleges that several directors and board members of CAIR-California are Mr.
17 Craun's "Facebook friends," and that the statement went without admonishment from any
18 such persons.

19 32. On or about April 8, 2019, Plaintiff noticed that the approximately eight-foot tall American
20 flag positioned in the general office space of the CAIR San Diego office near the State of
21 California flag had suddenly disappeared, and Plaintiff found it hidden in the back office by
22 the supply closet. Plaintiff removed the American flag from its hidden position, and placed
23 it back in its position of prominence in the general office space near the flag for the State of
24 California.

25 33. Plaintiff is informed and believes and on that basis alleges that the only other person with
26 access to the CAIR San Diego office between April 5th and April 8th, 2019 was Mr. Craun,
27 as Plaintiff's coworker who is the Government and Policy Coordinator for the Defendant
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1 CAIR-California San Diego office, (“Susanne’s Coworker”) was out of town on work-
2 related business during those dates.

3 34. The very next day on April 9, 2019, Plaintiff was suddenly and without warning, terminated
4 from her position as attorney at the CAIR San Diego office.

5 35. Plaintiff is informed and believes and on that basis alleges that after her termination, the
6 American flag was again taken from its position of prominence in the San Diego office and
7 stored in the supply closet, again by Mr. Craun.

8 **III.**

9 **FACTUAL ALLEGATIONS**

10 **[GENDER]**

11 36. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 35 above, as though
12 fully set forth herein.

13 37. On or about April 14, 2018, the former Executive Director left his position in Defendant
14 CAIR-California’s San Diego office, and the San Diego office was without an Executive
15 Director from approximately April of 2018, until January 22, 2019.

16 38. Plaintiff is informed and believes and on that basis alleges that the employee handbook
17 during a significant portion of the time of her employment included a section that required
18 all disputes be resolved under “Islamic principles” of jurisprudence.

19 39. Plaintiff is informed and believes and on that basis alleges that Islamic principles of
20 jurisprudence includes, under Islamic Sharia law, that the testimony of a woman is worth
21 half of that of a man’s testimony.

22 40. Plaintiff and other employees objected to this requirement on the bases that it was
23 discriminatory towards women, non-Muslims, and secular, law abiding individuals, and that
24 CAIR shouldn’t treat disagreements with Islamic jurisprudence.

25 41. Since April of 2018 until her termination, Plaintiff had approximately six different male
26 bosses--all Muslim.

27 42. Plaintiff is informed and believes and on that basis alleges that of the positions that were
28 taken by males that were application based, that all those men received significantly higher

1 salary than Plaintiff, despite Plaintiff's professional job duties, her education, her years of
2 experience as a lawyer, and the approximately three years of service to the CAIR San Diego
3 office.

4 43. Plaintiff is informed and believes on that basis alleges that one male operation's staff
5 earned approximately twenty-four (24) percent more than Plaintiff who was the senior most
6 attorney in Defendant CAIR-California, that a male fundraiser earned approximately three
7 and a half times more than Plaintiff, and that Mr. Craun was given a salary that was fifty-
8 seven (57) percent higher than Plaintiff's salary.

9 44. The other positions were Interim Director positions, which means those men were able to
10 oversee all staff and personnel and make hiring and firing decisions—all such positions were
11 never open for application and were self-appointed positions.

12 45. On or about the middle of July 2018, Plaintiff asked Fahad Ahmad, the Interim Director at
13 the time, why neither she nor Susanne's Coworker, a female, were being considered for the
14 position of Interim Director, and his response was laughter in Plaintiff's face.

15 46. Plaintiff is informed and believes and on that basis alleges that none of the three Interim
16 male Directors had ever worked in a not-for-profit, had ever worked in an environment
17 focused on direct services to people, nor did any of the three Interim Directors have any
18 management experience, while Plaintiff had years of experience in all such necessary
19 qualifications, and was located in the office, unlike the three Interim male Directors.

20 47. Plaintiff is informed and believes and on that basis alleges that Defendant CAIR-California
21 has had a myriad of problems with gender and pay and inequity to female employees. For
22 example, the Los Angeles office of Defendant CAIR-California was caught in an
23 independent, accounting audit in approximately 2016 or 2017 for paying its female workers
24 *substantially less* income than the male employees, who were generally managing the
25 female employees at the time.

26 48. Plaintiff is informed and believes and on that basis alleges that for several years, Defendant
27 CAIR-California stated on their tax returns that it had a director overseeing the salaries of all
28 personnel to prevent disparate salaries.

- 1 49. Plaintiff is informed and believes and on that basis alleges another such egregious example
2 of perpetual male management occurred from 2017 to 2018 when a male non-attorney in the
3 Los Angeles office supervised female attorneys in their legal work—attorneys who had
4 many years of experience and who had passed the State’s bar.
- 5 50. Plaintiff is informed and believes and on that basis alleges that this male manager made
6 more income than the female attorneys he supervised, and further that the management
7 system was in violation of the State Bar of California’s prohibition on non-attorneys
8 supervising members of the bar. Plaintiff is informed and believes and on that basis alleges
9 breaches of client confidentiality may have occurred as the male non-attorney was their
10 supervisor, as opposed to an agent of the female attorneys. Plaintiff complained to her
11 supervisor at the time as well as others about the male manager’s position.
- 12 51. In approximately 2017, Plaintiff was performing grant work and was privy to the salaries
13 listed for all executive directors at the time on CAIR California’s tax return.
- 14 52. Plaintiff is informed and believes and on that basis alleges that in 2017, Zahra Billoo who is
15 a female Executive Director of many years at the CAIR California San Francisco Bay Area
16 office, and a licensed attorney, was making less in salary than Mr. Craun is currently
17 making, despite the fact Mr. Craun has been working for Defendant CAIR-California for
18 less than four months at the time of filing this Complaint.
- 19 53. Plaintiff is informed and believes and on that basis alleges that Zahra Billoo had years more
20 of experience in leadership, coalition building, fundraising and years dedicated to Defendant
21 CAIR-California. Plaintiff is informed and believes and on that basis alleges that said salary
22 differentials and positions for females versus males are the pattern and practice at CAIR-
23 California.
- 24 54. Plaintiff was present on a grant call with Zahra Billoo, the executive director of the San
25 Francisco Bay area office, when Ms. Billoo stated that Defendant CAIR-California has a
26 problem with females in management positions at the corporation.
- 27 55. Plaintiff is informed and believes and on that basis alleges that in the summer of 2018, an all
28 male board of San Diego, aggressively removed the single female board member.

- 1 56. Plaintiff is aware of complaints made about the board members “acting like a boys club,”
2 and Plaintiff complained on or the summer of 2018 about the lack of any female
3 representation on boards or in important discussions.
- 4 57. Defendant CAIR California has a dress code that prevents women from wearing skirts, mid-
5 length dresses, any sleeve shorter than $\frac{3}{4}$'s length, and it also requires that women consider
6 their “modesty,” in what they wear while working for Defendant CAIR-California.
- 7 58. Plaintiff is informed and believes and on that basis alleges that the use of the word
8 “modesty” was used as religious term that connotes an integral part of some Muslim’s
9 worship in Islam that pertains to clothing in addition to actions—particularly the covering up
10 of a woman’s body.
- 11 59. Plaintiff is informed and believes and on that basis alleges the dress code was used to restrict
12 a pregnant attorney’s attire whose clothing was too tight in the male director’s opinion,
13 despite her medical condition.
- 14 60. Plaintiff is informed and believes and on that basis alleges that the dress code was not
15 enforced against males in the Los Angeles office as they were frequently seen in short-
16 sleeved shirts. Plaintiff saw Mr. Craun on several occasions wearing short-sleeved shirts in
17 the San Diego office.
- 18 61. Plaintiff is informed and believes and on that basis alleges that one of her male superiors
19 told a woman who did not wear hijab, or the Islamic headscarf, in the San Diego office that,
20 “We clearly have ideological differences with hijab.”
- 21 62. In August of 2018, Plaintiff and other attorneys requested modification of the current dress
22 code policy as the current dress code was too restrictive, especially against women, and that
23 the word “modesty” be changed to the word “professional.”
- 24 63. In September of 2018, Plaintiff was yelled at by her Interim Director regarding the request
25 for a dress code modification in the presence of her former colleague and Susanne’s
26 Coworker. It is alleged here that the Interim Director at the time stated that allowing women
27 to wear skirts and dresses would not be modest, would lead to women showing more of their
28

1 bodies, and then went into a tirade about how women would dress and what you could see
2 on women's bodies in his old place of work.

3 64. In or about December of 2018, the executive director of the San Francisco Bay Area
4 Chapter, Zahra Billoo, who wears the Islamic headscarf, declined the request for a dress
5 code modification, and on information and belief, the draconian dress code policy against
6 women persists today.

7 65. In early October of 2018, Plaintiff was removed from an email list-serve called "Shura"
8 which is discussed in more detail *infra*, however, Plaintiff was told that she needed to say
9 "please" and "thank you" more often and to be nice after she complained about her removal
10 from the email list serve.

11 66. In or about November or December of 2018, Susanne's Coworker applied for the open
12 position in San Diego for "Executive Director," the position currently held by Mr. Craun.

13 67. Plaintiff is informed and believes and on that basis alleges Susanne's Coworker is a Muslim
14 woman, who does not wear the Islamic headscarf outside of prayer, and who has significant
15 work experience in government and public policy matters, including:

- 16 a. being one of the policy coordinators for the Speaker of the House Nancy Pelosi;
- 17 b. who has received prestigious awards for her work in the civil rights community;
- 18 c. who has a dedicated track record of working for the refugee and immigrant
19 community;
- 20 d. who had experience fundraising;
- 21 e. who has worked for Defendant CAIR-California for approximately two years and;
- 22 f. in addition, has extensive contacts in the Muslim American community and civil
23 rights community in San Diego.

24 68. Plaintiff is informed and believes and on that basis alleges that Mr. Craun:

- 25 a. has never worked in an office;
- 26 b. never managed staff;
- 27 c. never spent any considerable amount of time in San Diego;
- 28 d. never fundraised, which is a key aspect of his position of executive director, and;

1 e. has no experience in law, policy or government.

2 69. Plaintiff is informed and believes and on that basis alleges that Mr. Craun was never credit
3 checked by CAIR California, despite the significant amount of financial information that his
4 job duties require—including access to donors’ credit information. Plaintiff is informed and
5 believes and on that basis alleges that both Plaintiff and Susanne’s Coworker signed releases
6 for a credit check, despite their positions requiring little to no fiduciary duties to CAIR-
7 California.

8 70. Plaintiff is informed and believes and on that basis alleges that Mr. Craun has unfavorable
9 credit, that no lender will give him credit, and that he cannot even receive a credit card, and
10 furthermore, that a simple credit check would have eliminated him as a viable candidate for
11 the position of executive director.

12 71. Plaintiff is informed and believes and on that basis alleges that the following persons knew
13 of Mr. Craun’s less than desirable qualifications at the time Susanne’s Coworker’s
14 application was pending: Arefa Simjee, head of personnel for CAIR California, Hussam
15 Ayloush, CEO of Defendant CAIR-California, Omar Hassaine, President of the Defendant
16 CAIR-California Board, unknown persons at CAIR National, and the San Diego board.

17 72. Despite these allegations, Susanne’s Coworker was not even considered for the job as she
18 was not extended an interview despite her qualifications. Plaintiff is informed and believes
19 and on that basis alleges Susanne’s Coworker was not considered for the job because she is
20 female.

21 73. In or about February of 2019, Defendant Dustin Craun stated that the board told him,
22 ““These women [referring to Plaintiff and Susanne’s Coworker] have been unmanaged for
23 so long that they might not be able to be managed.”” to which Plaintiff responded that this
24 was a “[h]ighly offensive and sexist comment for the board to make.” Mr. Craun responded
25 that he did not “see” the comment as sexist.

26 74. On or about early March of 2019, Mr. Craun stated to CAIR San Diego’s bookkeeper, a
27 male, “How do you deal with all these girls.” Plaintiff responded the correct term was
28 “women.”

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75. Plaintiff is informed and believes and on that basis alleges that when Susanne’s Coworker complained that her request to accept the November 2018 offer for salary was now being denied from Mr. Craun, that Mr. Craun yelled at her in front of CAIR San Diego’s accountant and bookkeeper, and tried to intimidate her from making a complaint to the Defendant CAIR-California board.

76. Plaintiff is informed and believes and on that basis alleges that this was not the first or last time that Mr. Craun showed great hostility towards women, as the first time was likely in March after Mr. Craun came in with his wife and sister-in-law to take two bookshelves from Plaintiff’s office for his own personal use on or about March 12, 2019.

77. Plaintiff was present on March 13, 2019, when he berated Defendant CAIR-California’s accountant, a female, in the CAIR-San Diego office for complaining, on information and belief, that Defendant CAIR-California had to be compensated for the taking of the office property bookshelves.

78. Plaintiff was extremely uncomfortable with the exchange as CAIR California’s accountant stated that the bookshelves had to be compensated for as they were office equipment and Mr. Craun’s voice was raised as he yelled that the bookshelves were not being used, that he would not pay for them, he would never return them, and that Defendant CAIR-California’s accountant should never contact “my president” again if she ever has a problem with him.

79. Plaintiff is informed and believes and on that basis alleges that Mr. Craun refused to pay for the taken office property and that funds had to be garnished from his wages.

80. Plaintiff is informed and believes and on that basis alleges Susanne’s Coworker was contacted by Basim Elkarra on March 26, 2019, who is the Executive Director of the Defendant CAIR-California Sacramento office, and who stated that the dispute about the bookshelves was a “he said she [Plaintiff] said,” situation, and who also admonished Susanne’s Coworker for believing Plaintiff’s statements despite Susanne’s Coworker and the Defendant CAIR-California accountant bearing witness to part or all of the taking of Defendant CAIR-California office property.

- 1 81. Plaintiff is informed and believes and on that basis alleges that Basim Elkarra warned
2 Susanne's Coworker to be careful of what side she chose to support.
- 3 82. On or about March 13, 2019, Plaintiff came to learn that Mr. Craun had offered to hire a
4 male, without posting a job announcement first, who could assist in digital marketing, which
5 is alleged to be the only skill Mr. Craun had for his current position.
- 6 83. When Plaintiff came to learn the position was offered at sixty (60) dollars an hour, or more
7 than double Plaintiff's pay, Plaintiff complained to Mr. Craun that the offered pay was too
8 much, that it was unfair given Plaintiff's education and skill, and that it was especially
9 wrong given the board had refused Plaintiff's request for a modest bonus of one or two
10 thousand dollars.
- 11 84. Plaintiff also stated at that time that every male who had worked in the office regardless of
12 experience or skill had been paid more than Plaintiff, and asked that Mr. Craun's wife no
13 longer be present in the CAIR office because she was present (with headphones) working on
14 Defendant CAIR-California's computer like the office was her own living room while
15 Plaintiff and Susanne's Coworker were doing a legal office intake on approximately
16 February 27, 2019, or thereabouts. Plaintiff is informed and believes and on that basis
17 alleges that Mr. Craun's wife was never background checked or credit checked prior to
18 being invited into the office by her husband, Mr. Craun.
- 19 85. Defendant Dustin Craun left the office for approximately 15 minutes, and after he came
20 back, his eyes looked weepy to Plaintiff as if he had just been crying, was going to cry, or
21 was extremely angry.
- 22 86. Defendant Dustin Craun first falsely alleged that Plaintiff called his wife a derogatory name,
23 but then stated the market rate for the male media marketing contractor was fair at sixty
24 dollars an hour, to which Plaintiff responded her market rate is \$350 dollars an hour.
- 25 87. The next day on March 14, 2019, Plaintiff and Susanne's Coworker complained to the
26 president of the San Diego board, Adib Mahdi, about the male digital marketer's proposed
27 pay and why that was unacceptable and also about the following issues involving Mr. Craun:
28

- 1 a. that Mr. Craun does not work eight hours a day on a consistent basis, did not inform
2 Plaintiff or Susanne's Coworker of his whereabouts and has stated several times he
3 was tired and needed to sleep in the middle of a work day;
- 4 b. that its unacceptable for his wife to be present with in the office and using Defendant
5 CAIR-California equipment as she had on several occasions, including while
6 painting her nails, and;
- 7 c. about Mr. Craun's spending of three-hundred dollars on a coffee pot and other
8 planned and expensive events, and the taking of two bookshelves from Plaintiff's
9 office without payment.

10 88. These aforementioned complaints were committed to writing along with others on or about
11 March 19, 2019, to Arefa Simjee, head of personnel for CAIR California, Hussam Ayloush,
12 CEO of Defendant CAIR-California, and Omar Hassaine, President of the Defendant CAIR-
13 California Board.

14 89. Plaintiff is informed and believes and on that basis alleges that Arefa Simjee, head of
15 personnel for CAIR California, Hussam Ayloush, CEO of Defendant CAIR-California, and
16 Omar Hassaine, President of the Defendant CAIR-California Board took no action with
17 respect to any complaint that was made from March 13th to March 19th of 2019.

18 90. Plaintiff is informed and believes and on that basis alleges that the day after Plaintiff made
19 her complaint about payment to males in CAIR San Diego, the hiring of a male of lower
20 skill and education than Plaintiff, in addition to the complaints listed above, that Mr. Craun
21 went on a rampage on or about March 15, 2019, wherein he stated, "Susanne has a bad
22 attitude and I don't give a damn who she is, I will dismiss her," and "[The female
23 accountant] has no business being in the office because she doesn't go into any other CAIR
24 offices so she doesn't need to be in ours. I don't want her here or coming to the office
25 anymore," and further, "This office is rotten to the core," ("these statements").

26 91. Plaintiff is informed and believes and on that basis alleges that these statements were the
27 same day as the New Zealand terrorist attack against Muslims, and that Plaintiff and others
28 took the statements as hostile about the three women.

1 92. Plaintiff complained about these statements on or about March 15, 2019, to the president of
2 the San Diego board, Adib Mahdi, (hereinafter “Mr. Mahdi”). Plaintiff is informed and
3 believes and on that basis alleges that Susanne’s Coworker complained via email about these
4 statements on or about March 17, 2019, to Mr. Mahdi. Weeks later, Plaintiff received a
5 response from Mr. Mahdi that they were transitioning into a new way of speaking in the
6 office, and that this was Mr. Craun’s method of trying for a new manner of communication.

7 93. Plaintiff is informed and believes and on that basis alleges that Susanne’s Coworker
8 complained of these statements to Arefa Simjee, head of personnel for CAIR California,
9 Hussam Ayloush, CEO of Defendant CAIR-California, and Omar Hassaine, President of the
10 Defendant CAIR-California Board on March 19, 2019, and that those persons took no
11 action with respect to any complaint that was made that day.

12 94. Plaintiff recalls at least two occasions when Mr. Craun asked Susanne’s Coworker to
13 perform administrative tasks, like filling out a spreadsheet and ordering food for his White
14 Privilege / Malcolm X event. Plaintiff objected to Susanne’s Coworker being asked to order
15 food as she was a professional and not a “party planner.”

16 95. Plaintiff is informed and believes and on that basis alleges that Susanne’s Coworker was
17 turned down for a management title to oversee successive staff, and that Mr. Craun stated
18 that he was the only person allowed to be a manager in the San Diego office.

19 96. Plaintiff is informed and believes and on that basis alleges that at least one director of
20 Defendant CAIR-California stated, “We [presumed to mean the executive directors] do not
21 believe a word he [Mr. Craun] says,” to head of personnel, Arefa Simjee, on or about the
22 first week of April, 2019.

23 **IV.**

24 **FACTUAL ALLEGATIONS**

25 **[RELIGION]**

26 97. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 96 above, as though
27 fully set forth herein.
28

1 98. From approximately May 11, 2015 until December 25, 2017, Plaintiff was the sole attorney
2 working on behalf of the clients in the community. Plaintiff resigned on December 25,
3 2017. Plaintiff reapplied for the open position of staff attorney at the CAIR San Diego
4 office on or about the end of January of 2018, and was rehired on or about March 22, 2018.

5 99. As mentioned *supra*, all of Plaintiff's six male bosses were all Muslims, and based on
6 information and belief, all six male bosses were Sunni Muslims, and that there are no non-
7 Muslims or Shia Muslims (a minority sect in Islam) on any CAIR-California board. Plaintiff
8 is informed and believes and on that basis alleges that there are no non-Muslims on any of
9 Defendant CAIR-California's boards either.

10 100. Plaintiff is informed and believes and on that basis alleges that the vacant position was
11 offered as full-time and exempt, and that the position would be at-will with no fixed
12 termination date.

13 101. To Plaintiff's surprise, the position was left open and vacant from December 25, 2017, until
14 March 22, 2018, when Plaintiff was finally rehired.

15 102. Plaintiff was presented with an offer letter that was not at-will, but rather a contract for six
16 months in duration, or only just a temporary contract. Plaintiff spoke to three individuals
17 between February and May of 2018, that were present during the board discussions
18 involving whether to rehire Plaintiff.

19 103. Plaintiff is informed and believes and on that basis alleges that several board members
20 wanted to hire a Muslim attorney who wore hijab, or the Islamic headscarf.

21 104. Plaintiff is informed and believes and on that basis alleges that the reasons why the position
22 was held open for such a long period of time and the reason for her temporary contract for
23 employment for Plaintiff were because of CAIR-California's desire to hire a Muslim.

24 105. Plaintiff is informed and believes and on that basis alleges she was demoted based on her
25 non-Muslim status and excluded by this temporary contract and from working on cases with
26 her colleagues.

27 106. Plaintiff made requests in the summer of 2018 to the Interim Director at the time and Zahra
28 Billoo, the executive director of the San Francisco Bay Area office, to be placed on emails

1 regarding a case CAIR-National and CAIR California were monitoring. Plaintiff's request
2 was denied by both Zahra Billoo and the Interim Director of CAIR San Diego's office at the
3 time, citing that Plaintiff's contract was only temporary and the concern Hussam Ayloush
4 had was that Plaintiff would not necessarily be working for CAIR California at the end of
5 the temporary contract's term.

6 107. Plaintiff is informed and believes and on that basis alleges her inability to work on the case
7 with a colleague in Los Angeles was because of her non-Muslim status, and CAIR San
8 Diego's stated desire to hire a Muslim woman instead of Plaintiff.

9 108. At the first staff meeting with the second Interim Director, Plaintiff's religion was discussed
10 for hiring purposes, when he stated that, "CAIR/We should not hire non-Muslims, but they
11 are ok for optics so I understand it has to happen sometimes, but we should never allow a
12 non-Muslim on our board." Susanne's Coworker and former coworker were present for this
13 statement.

14 109. On or about October 6, 2018, Plaintiff was no longer on the email list-serve called "Shura."
15 Plaintiff had been on the Shura list-serve since approximately May of 2015 when she was
16 first hired. Plaintiff is informed and believes and on that basis alleges that the term "shura"
17 is an Islamic and Arabic term used to mean "consultation," and it arises from Muslims' holy
18 book, The Quran, to be required for Muslims to consult with each other about matters that
19 may affect Muslims or the Muslim community in general. Plaintiff's experience on being
20 on Shura was that it was an email list where feedback was given on a national scale on
21 issues affecting CAIR's leadership including but not limited to outreach inside and outside
22 the Muslim community, CAIR's publicity, and other matters.

23 110. Plaintiff filed a complaint via email to Arefa Simjee, Zahra Billoo and the Interim Director
24 at the time about being removed from the list, and that no person from the CAIR San Diego
25 office was on the Shura email list serve anymore.

26 111. The best of Plaintiff's recollection, she was accused of being aggressive, but was never told
27 why she was abruptly taken off the email list, nor was she ever placed back on the email list.
28

1 112.Plaintiff is informed and believes and on that basis alleges that Plaintiff was taken off the
2 Shura email list because she is not Muslim.

3 113.On October 27, 2018, a synagogue and Jewish Americans were the victims of a horrific
4 terrorist attack in Pittsburgh. Susanne’s Coworker wanted to attend a vigil being held the
5 next day on October 28, 2018.

6 114.Plaintiff is informed and believes and on that basis alleges that the Interim Director stated
7 that CAIR California employees should not waste their time going to that vigil and that “We
8 don’t need to be fake for those people [Jewish people].”

9 115.In early 2019, one of the attorneys in CAIR sent an emailed resignation notice to many
10 lawyers and staffers across the country in CAIR. In that email resignation notice, he cited to
11 part of his reason for leaving as the CAIR “corporate culture” he experienced as a Jewish
12 American in the organization.

13 116.Plaintiff was shocked to hear the statement about the vigil with and for Jewish Americans
14 and was going to file numerous complaints about the statements being made inside and the
15 office when without warning or notice, Plaintiff’s former coworker, a person she legally had
16 to supervise on all legal matters based on seniority and licensing, and who was a self-
17 described *Salafi* who wears hijab, was announced as a deputy executive director, as is
18 discussed more *infra*.

19 117. Plaintiff is informed and believes and on that basis alleges a *Salafi* or *Salafism* is a branch
20 of Sunni Islam that generally takes a more literal approach to Islamic texts and are
21 sometimes referred to as “fundamentalists.”

22 118.Plaintiff’s interim director, a divorced Sunni Muslim man, offered to pay Plaintiff’s former
23 colleague, a self-described *Salafi* Muslim woman who wears hijab, approximately three-
24 thousand dollars, out of his own pocket, i.e. not from Defendant CAIR-California’s account.
25 Plaintiff is informed and believes and on that basis alleges this out-of-pocket money was so
26 that Plaintiff’s former coworker could study and take the California State Bar exam. Plaintiff
27 is informed and believes and on that basis alleges his offer of money from personal funds
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1 was made openly in the office to the Defendant CAIR-California accountant, to Plaintiff's
2 former coworker, and within hearing distance of Susanne's Coworker.

3 119. A second time the then Interim Director offered to pay out of his own funds money to
4 Plaintiff's former coworker was, on information and belief, documented in an email that
5 Plaintiff was removed from. Plaintiff is informed and believes and on that basis alleges that
6 the then Interim Director offered to pay for any labor code violations that Defendant CAIR-
7 California would incur if Plaintiff's former coworker didn't follow the wage and hour laws,
8 as Plaintiff alleges from her own personal knowledge she did not follow.

9 120. Plaintiff was told of this email from her former coworker and again later on or about
10 October 31, 2018, by the head of personnel representative Arefa Simjee.

11 121. Neither Plaintiff nor Susanne's Coworker, to the best of Plaintiff's knowledge, were ever
12 offered money from the personal funds of the then Interim Director, and neither Plaintiff or
13 Susanne's Coworker were Sunni Muslims, and neither wore the Islamic headscarf.

14 122. The position of deputy executive director was never offered openly, as was required in the
15 CAIR-California employee handbook, and it is alleged here that Plaintiff's former coworker
16 did not have the skills, time, experience or tenure to supervise Plaintiff or Susanne's
17 coworker, and that she was placed in the position over Plaintiff due to discrimination.

18 123. Plaintiff is informed and believes and on that basis alleges that the news of Plaintiff's
19 former coworker's new deputy director position for the San Diego office was met with great
20 shock and disgust by both Plaintiff's and Susanne's Coworker's colleagues.

21 124. Both Plaintiff and Susanne's Coworker filed immediate complaints in or about the end of
22 October of 2018, and soon thereafter, Ms. Elizabeth Riles, Esq. who proclaims on her
23 website to be an attorney for Plaintiffs instead of defendants in employment matters, was
24 charged with investigating the matter and with representing Defendant CAIR-California.

25 125. While the discrimination complaint was pending, Plaintiff asked Zahra Billoo, who was
26 Plaintiff's legal advisor, whether she or Plaintiff's new deputy director would be advising on
27 the legal work of CAIR San Diego's office.
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1 126.Zahra Billoo’s response was that the new deputy director would be Plaintiff’s new
2 supervisor and that Plaintiff could no longer seek advice from her or ask for her assistance.

3 127.Plaintiff is informed and believes and on that basis alleges that Zahra Billoo, who also
4 wears the Islamic headscarf, knew the many years of experience that Plaintiff had, that the
5 new deputy director was not a licensed California attorney, that the new deputy director had
6 only six months of legal experience in the United States, all under Plaintiff’s supervision,
7 and that it would be the unlawful practice of law for the new deputy director to supervise
8 any case Plaintiff was handling.

9 128.Plaintiff is informed and believes and on that basis alleges that Zahra Billoo’s decision not
10 to be Plaintiff’s advisor, placed the clients’ matters at risk, Plaintiff’s reputation and ability
11 to advise clients at risk, and was based on discrimination, poor judgment, and one that
12 allowed a discriminatory decision to persist. Plaintiff is informed and believes and on that
13 basis alleges that such a decision was also in violation, again, of the California State Bar’s
14 rules prohibiting the unauthorized practice of law by persons who were not barred in this
15 state, and potentially the rule against non-lawyers managing attorneys. Plaintiff declined to
16 allow the prohibited supervision on the cases she handled during this time.

17 129.In or about early December of 2018, Defendant CAIR-California’s hired lawyer, Elizabeth
18 Riles, concluded that Defendant CAIR-California was not responsible for any unlawful
19 harassment against Plaintiff or Susanne’s Coworker, but that the position of deputy interim
20 director should be open for application. On belief and information, Elizabeth Riles was paid
21 to investigate and come to this very favorable conclusion for Defendant CAIR-California’s
22 board of directors as opposed to the employees who suffered from the discriminatory
23 remarks alleged *supra* and the discriminatory decision alleged *supra*. Plaintiff is informed
24 and believes and on that basis alleges that Elizabeth Riles, Esq. was not an independent fact
25 finder for the investigation, but an agent of CAIR-California to support their discriminatory
26 hiring decision.

27 130.Plaintiff is informed and believes and on that basis alleges that the entire Defendant CAIR-
28 California board of directors was aware of the complaints made by Plaintiff and Susanne’s

1 Coworker, as were all the executive directors and the local San Diego board. Plaintiff
2 asserts that the position of deputy director was held by Plaintiff's former coworker until she
3 resigned, therefore going against the advice of Defendant CAIR-California's own hired
4 attorney/agent.

5 131. Plaintiff is informed and believes and on that basis alleges that one of the board members,
6 Fahad Ahmad, who was charged in the discrimination complaint is currently on the San
7 Diego board, despite being over his term limit.

8 132. Plaintiff is informed and believes and on that basis alleges that neither Plaintiff nor
9 Susanne's Coworker received the position because neither are Sunni Muslims and neither
10 wear hijab, unlike their former coworker who did receive the position.

11 133. The position of deputy executive director was never offered or open to Plaintiff or
12 Susanne's Coworker, and from early December 2018 until the date of Plaintiff's
13 termination, it has been a vacant position.

14 134. Plaintiff alleges, but cannot recall the date and reserves the right to amend the Complaint
15 that sometime in February of 2019, Mr. Craun stated at his first staff meeting that there
16 would be "mandatory prayer" and "faith reflection" at every meeting. Plaintiff, a non-
17 Muslim, objected to having mandatory prayers at staff meeting, stating in part that
18 Defendant CAIR-California was a civil rights organization and that mandatory prayer would
19 be ostracizing to Plaintiff as a non-Muslim. To the best of Plaintiff's recollection, Mr.
20 Craun insisted that mandatory prayer and faith reflection could occur because this is what
21 happens in the Los Angeles office and that Plaintiff could "just go to the closet," if she
22 objected.

23 135. Plaintiff responded that she refused to go to the closet and that this proposal was illegal.
24 Regardless, Plaintiff alleges that Mr. Craun openly prayed at staff meetings in Arabic, and
25 that Plaintiff was extremely uncomfortable with his insistence on mandatory Arabic prayer
26 and faith reflections.

27 136. Mr. Craun at a staff meeting criticized CAIR's logo because it wasn't "Islamic enough."
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1 137. In early March of 2019, Mr. Craun told Plaintiff that she was no longer allowed to refer to
2 herself as a “non-Muslim” because it sounded “bad.”

3 **VI.**

4 **FACTUAL ALLEGATIONS**

5 **[AGE]**

6 138.Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 137 above, as
7 though fully set forth herein.

8 139.Plaintiff turned forty (40) years old in 2018.

9 140. In or about February of 2019, Plaintiff stated she had recently turned forty (40) years old
10 last year.

11 141.On or about the end of February 2019, Mr. Craun stated that “we need younger people
12 working for us.”

13 142.Plaintiff is informed and believes and on that basis alleges that the most likely attorneys to
14 handle Plaintiff’s former cases are located in the Los Angeles office and that both are under
15 the age of forty (40).

16 **VII.**

17 **FACTUAL ALLEGATIONS**

18 **[BREACHES OF ATTORNEY CLIENT INFORMATION]**

19 143.Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 142 above, as
20 though fully set forth herein.

21 144. In early December of 2018, Plaintiff’s former coworker, who was a licensed attorney in
22 New York and who was working on cases in the San Diego office, resigned. Despite the
23 fact she had sensitive attorney client privileged information in her email, Plaintiff is
24 informed and believes and on that basis alleges that her emails were being sent to two non-
25 attorneys, Arefa Simjee, the head of personnel and Fahad Ahmad, who was the Interim
26 Director at the time. Plaintiff complained about the breach and the emails were then
27 believed to be forwarded first to Plaintiff in order to protect the privilege.
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1 145. On or about March 18, 2019, Plaintiff was at her computer and noticed that her computer
2 appeared to have been accessed the previous day, Sunday, March 17, 2019, by looking at the
3 “console” report of her metadata. The computer Plaintiff worked on was an iMac that was
4 password protected.

5 146. Since Plaintiff started using her workplace computer months prior, she had not changed the
6 password.

7 147. Susanne’s Coworker had been out of town and would not arrive back into town later that
8 evening on March 18, 2019. Plaintiff is informed and believes and on that basis alleges that
9 the only person with physical access to her computer was Mr. Craun.

10 148. Plaintiff is informed and believes and on that basis alleges that Mr. Craun admitted to Arefa
11 Simjee, head of personnel, that he was accessing Plaintiff’s and Susanne’s Coworker’s
12 computer on that March 17, 2019 date.

13 149. Plaintiff’s computer stored massive amounts of client data for approximately 300-500
14 current and former clients—all of whom had a reasonable expectation of privacy and
15 privilege—ones that only they could waive. These documents included highly sensitive
16 immigration applications, copies of birth certificates, social security numbers, and green
17 cards, in addition to settlement agreements and other attorney client privileged documents.
18 In addition, it allowed access to Plaintiff’s highly sensitive email and her case management
19 account where all notes and updates and contact information were stored.

20 150. Plaintiff immediately complained in email to Mr. Mahdi and Arefa Simjee, head of
21 personnel, citing sensitive material, that the computer should not be accessed ever without
22 an attorney present and that liability attaches to an employer that fails to protect attorney
23 client information.

24 151. Defendant Dustin Craun admitted to plaintiff, verbally, that he accessed her computer to
25 try to “grow the office,” on or about March 27, 2019, and that he had spoken to Zahra Billoo
26 about it, who is a licensed attorney and executive director.

27 152. Weeks later during the week of April 1, 2019, Mr. Mahdi stated in writing that there had
28 been no access to the computer.

1 153. Plaintiff is informed and believes and on that basis alleges that the San Diego board and
2 head of personnel never contacted Plaintiff about the complaint or the evidence she had of
3 alleged, unauthorized access, nor did they conduct a forensic examination of the computer to
4 demonstrate whether or not the computer had been accessed.

5 154. Plaintiff is informed and believes and on that basis alleges that the only investigation
6 Defendant CAIR-California performed was to forward Plaintiff's March 18, 2019,
7 complaint email about the unauthorized access to her work computer and attorney client
8 privileged information directly to Mr. Craun.

9 155. Plaintiff is informed and believes and on that basis alleges that on or about April 4, 2019,
10 Mr. Craun sought the advice of Zahra Billoo, the executive director and attorney in the San
11 Francisco Bay area office, as to how to get more access to Plaintiff's computer, despite him
12 being a non-attorney.

13 156. On or about that same day, Plaintiff received an email demanding the password to her
14 computer. Plaintiff is informed and believes and on that basis alleges that the password did
15 not change and that Plaintiff would not email the password for security purposes. Mr. Craun
16 also emailed that the CEO of Defendant CAIR-California, Hussam Alyoush, a non-attorney,
17 had access to all of the lawyers' confidential attorney client privileged material on all of the
18 lawyers' computers in the Los Angeles office.

19 157. Plaintiff wrote to Arefa Simjee of head of personnel again that the password had never
20 changed, and that the computer has already been accessed on March 17, 2019, a fact that
21 Mr. Craun denied despite admitting this fact to Plaintiff, Arefa Simjee, and possibly Zahra
22 Billoo.

23 158. The day of Plaintiff's termination, April 9, 2019, Mr. Craun offered Plaintiff's office to
24 Susanne's Coworker that same day.

25 159. Plaintiff's old office had approximately 200-300 hard copy files that like her computer,
26 were filled with sensitive information. Plaintiff is informed and believes and on that basis
27 alleges that Mr. Craun had the keys to access those files and did not store the sensitive
28 material with any attorney prior to offering Susanne's Coworker the office.

1 160. After Plaintiff was terminated, Plaintiff saw a photo of her old office with the doors wide
2 open and with a white box on her old desk. Plaintiff is informed and believes and on that
3 basis alleges that her office should not have been accessed by any person, other than an
4 attorney licensed in the State of California, given the multitude of attorney client privileged
5 information that was within her old office.

6 161. Plaintiff is informed and believes and on that basis alleges that there is no attorney on the
7 San Diego board, there has not been an attorney on the board for approximately three years,
8 and that the only person with unauthorized access to the privileged client files was Mr.
9 Craun.

10 162. Plaintiff is informed and believes and on that basis alleges that these aforementioned acts
11 were all also in violation of California Rules of Professional Conduct regarding access to
12 attorney-client privileged information.

13 163. Plaintiff is informed and believes and on that basis alleges that CAIR-California's failure to
14 investigate, failure to have a procedure for accessing attorney's computers, and failing to
15 educate all of its executive directors were also in violation of California's Data Breach
16 Privacy Law, Civil Code Section 1798.2.

17 **VIII.**

18 **FACTUAL ALLEGATIONS**

19 **[TERMINATION]**

20 164. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 163 above, as
21 though fully set forth herein.

22 165. Mr. Craun told Plaintiff around noon on April 9, 2019, that her position with Defendant
23 CAIR-California, had been eliminated, effective that same day. Plaintiff was also told that
24 there would no longer be an attorney in the San Diego office and that the Los Angeles office
25 would take on new cases. Plaintiff was immediately cut off from all email and told to gather
26 her belongings with two men watching her.

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1 166.Plaintiff has seen a bank statement for Defendant CAIR-California’s financial statement
2 that indicated that the San Diego office had approximately \$200,000.00 dollars in its total
3 budget as of April 1, 2019.

4 167.Mr. Craun stated in early March to Plaintiff and Susanne’s Coworker that there was enough
5 money, “[f]or the current staff and additional staff for at least four more months.”

6 168.Plaintiff’s salary was approximately \$52,000.00 dollars a year, or approximately \$4,333.33
7 dollars monthly. Plaintiff is informed and believes and on that basis alleges that Mr. Craun’s
8 salary is approximately \$90,000.00 or \$7,500.00 dollars monthly. Plaintiff is informed and
9 believes and on that basis alleges that Susanne’s Coworker’s salary was a mere \$42,000.00,
10 or \$3,500.00, monthly salary. Plaintiff is informed and believes and on that basis alleges that
11 Defendant CAIR-California could have paid these aforementioned salaries for a period of
12 eight months, with ease.

13 169.At the time of Plaintiff’s sudden termination, she had approximately 40-50 open cases, was
14 on pace to handle 245 matters for the 2019 calendar year, and has already settled cases for
15 an amount that was 75% of the amount she had settled in the entire 2018 year.

16 170.Plaintiff told Mr. Mahdi and Mr. Craun separately in writing about her success with
17 settlements for the community on or about March 26, 2019, and neither of them responded.

18 171. Plaintiff is informed and believes and on that basis alleges that Mr. Craun had not raised
19 any money for the San Diego office from January 22, 2019 until April 9, 2019, despite it
20 being his main job function.

21 172.Plaintiff is informed and believes and on that basis alleges that both Plaintiff and Susanne’s
22 Coworker raised thousands of dollars combined during that period of time.

23 173.Plaintiff told the attorneys of Defendant CAIR-California about her departure, including the
24 attorneys in the Los Angeles office. Plaintiff is informed and believes and on that basis
25 alleges that the Los Angeles attorneys and the Sacramento attorney were genuinely surprised
26 regarding her termination.

27 174. Plaintiff saw a memorandum of understanding that stated the CAIR San Diego office
28 agreed to pay the lawyers in the CAIR Los Angeles office sixty (60) dollars an hour for their

1 work on San Diego cases from approximately December 25, 2017, until March 21, 2018.
2 Plaintiff is informed and believes and on that basis alleges that this is approximately double
3 her working salary while at the CAIR San Diego office and that this is the same agreement
4 in place currently per the request of Defendant CAIR-California's CEO, Hussam Ayloush.

5 175. Plaintiff is informed and believes and on that basis alleges that Zahra Billoo and Mr. Craun
6 conspired to terminate Plaintiff given her aforementioned demographics and the complaints
7 she made by hiring Elizabeth Riles again, a lawyer who previously defended CAIR-
8 California in a discrimination complaint, in the middle or late weeks of the month of March
9 to advise Defendant CAIR-California. Plaintiff is informed and believes and on that basis
10 alleges that after Plaintiff's termination, Mr. Craun stated "This was the best way to get rid
11 of her [Plaintiff]."

12 176. Plaintiff is informed and believes and on that basis alleges she was terminated for unlawful
13 reasons as is set forth more fully below.

14 **IX.**
15 **FIRST CAUSE OF ACTION**
16 **(WRONGFUL TERMINATION/ RETALIATION POLITICAL BELIEF)**
17 **(Against Defendant CAIR-California)**

18 177. Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 176, above, as
19 though fully set forth herein.

20 178. Plaintiff at all times mentioned in this Complaint was employed by Defendant CAIR-
21 California, with the exception of the period of time between December 25, 2017, and
22 approximately March 21, 2018.

23 179. Plaintiff at all times mentioned in this Complaint had an American flag in her office right
24 above her computer. Plaintiff said on several occasions since her start of work with
25 Defendant CAIR-California that she loved and revered the American flag and that it stood
26 for her work she did as a civil rights and immigration attorney.

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1 180. Plaintiff at all times mentioned in this Complaint had the political belief that the American
2 flag should not be disparaged, vandalized or hidden from view in shame, a political belief
3 which is a characteristic that is protected by the California Constitution.

4 181. Plaintiff at all times relevant did refuse to have the American flag in the office placed in a
5 supply closet and removed the flag from the closet the day before her termination.

6 182. As mentioned *supra*, Plaintiff's supervisor, Mr. Craun stated to Plaintiff, "If I would have
7 to see that flag everyday, I am going to want to put bullets or darts through it. I've been
8 thinking of at least taking the American flag [the building's American flag] and hiding it in
9 our office so no one has to look at it," and Plaintiff complained directly to him about his
10 statements. Plaintiff believes and alleges under the circumstances that any such action
11 would have been unlawful. As alleged *supra*, Mr. Craun stated in his Facebook page the
12 statement, "This country is disgusting," and that no board member or executive director is
13 alleged to have admonished or corrected him.

14 183. After said events, Plaintiff was discharged on April 9, 2019, by her supervisor in person and
15 by Defendant CAIR-California. Plaintiff alleges that the Corporation, Defendant CAIR-
16 California, its officers, directors, supervisors and employees, knew or should have known of
17 Plaintiff's political beliefs regarding the American flag and that Defendant CAIR-California
18 discharged Plaintiff on April 9, 2019, regardless.

19 184. Plaintiff's belief in protecting the American flag, as outlined *supra*, and her complaint
20 against its vandalism were a substantial motivating reason for Mr. Craun to terminate her
21 employment.

22 185. As a direct cause and result of the aforementioned acts, Plaintiff has been damaged in an
23 amount according to proof at the time of trial.

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X.
SECOND CAUSE OF ACTION
(WRONGFUL TERMINATION/ RETALIATION—GENDER)
(Against Defendant CAIR-California)

186.Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 185, above, as though fully set forth herein.

187.Plaintiff at all times mentioned in this Complaint was a female attorney, employed by Defendant CAIR-California, with the exception of the period of time between December 25, 2017, and approximately March 21, 2018.

188.Mr. Craun and the president of the San Diego board terminated Plaintiff’s employment on April 9, 2019, in person.

189.Plaintiff alleges that the Corporation, Defendant CAIR-California, its officers, directors, supervisors and employees discharged Plaintiff on April 9, 2019.

190.Plaintiff complained on numerous occasions regarding pay towards women, management and leadership towards women, was exposed to derogatory statements about women, and experienced the unequal treatment of women in general including hiring and leadership, as alleged *supra*, during the course of her employment, the most recent being March 13th and March 14th. Plaintiff believes and therefore alleges that CAIR-California’s desire to hire a Muslim female attorney was to continue the disparity in pay for females in CAIR-California.

191.Plaintiff’s gender and complaints regarding treatment due to her gender were substantial motivating reasons (separately and together) for Defendant CAIR-California’s decision to terminate Plaintiff’s employment.

192.Defendant CAIR-California’s decision to terminate Plaintiff’s employment was a substantial factor in causing harm to Plaintiff, and that Plaintiff has been damaged in an amount according to proof at the time of trial.

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XI.
THIRD CAUSE OF ACTION
(WRONGFUL TERMINATION/ RETALIATION—RELIGION)
(Against Defendant CAIR-California)

193. Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 192, above, as though fully set forth herein.
194. Plaintiff at all times mentioned in this Complaint was a non-Muslim, employed by Defendant CAIR-California, with the exception of the period of time between December 25, 2017, and approximately March 21, 2018.
195. Mr. Craun and the president of the San Diego board terminated Plaintiff's employment on April 9, 2019, in person.
196. Plaintiff alleges that the Corporation, Defendant CAIR-California, its officers, directors, supervisors and/or employees, and DOES 1-20, discharged Plaintiff on April 9, 2019.
197. Plaintiff complained about treatment of non-Muslims in her office, was exposed to derogatory remarks about the hiring of non-Muslims, was prevented from leadership and other roles while employed at Defendant CAIR-California because Plaintiff is not Muslim, ostracized in mandatory Islamic prayer and faith reflections, and told how not to refer to herself based on her religion.
198. The attorneys assigned to a portion of Plaintiff's former clients are both, on information and belief, practicing Muslims.
199. Plaintiff, as a non-Muslim, and her complaints regarding treatment of non-Muslims were substantial motivating reasons (separately and together) for Defendant CAIR-California's decision to terminate Plaintiff's employment.
200. Defendant CAIR-California's decision to terminate Plaintiff's employment was a substantial factor in causing harm to Plaintiff, and that Plaintiff has been damaged in an amount according to proof at the time of trial.

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XII.
FOURTH CAUSE OF ACTION
(WRONGFUL TERMINATION—AGE)
(Against Defendant CAIR-California)

201.Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 200, above, as though fully set forth herein.

202.Plaintiff at all times mentioned in this Complaint was the attorney with the most amount of years of experience in CAIR-California, and was employed by Defendant CAIR-California from May of 2015 until December of 2017, and then again from March 22, 2018, until April 9, 2019.

203.Mr. Craun and the president of the San Diego board terminated Plaintiff’s employment on April 9, 2019, in person.

204.Plaintiff alleges that the Corporation, Defendant CAIR-California, its officers, directors, supervisors and/or employees and DOES 1-20, discharged Plaintiff on April 9, 2019.

205.As mentioned *supra*, Plaintiff turned forty (40) years old in 2018, that Mr. Craun and the head of personnel, Arefa Simjee, were aware of that fact, and that on or about the end of February 2019, Mr. Craun stated that “We need younger people working for us.”

206.Plaintiff is informed and believes and on that basis alleges that the most likely attorneys to handle Plaintiff’s former cases are located in the Los Angeles office and that both are under the age of forty (40).

207.Plaintiff’s age was a substantial motivating reason for Defendant CAIR-California’s decision to terminate Plaintiff’s employment.

208.Defendant CAIR-California’s decision to terminate Plaintiff’s employment was a substantial factor in causing harm to Plaintiff, and that Plaintiff has been damaged in an amount according to proof at the time of trial.

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XIII.
FIFTH CAUSE OF ACTION
(WRONGFUL TERMINATION/RETALIATION- ATTORNEY/CLIENT PRIVILEGE
and CAL. CIV. CODE SEC. 1798.2)
(Against Defendant CAIR-California)

209. Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 208, above, as though fully set forth herein.

210. Plaintiff at all times mentioned in this Complaint was the attorney with the most amount of years of experience in CAIR-California, and was employed by Defendant CAIR-California from May of 2015 until December of 2017, and then again from March 22, 2018, until April 9, 2019.

211. Mr. Craun and the president of the San Diego board terminated plaintiff's employment on April 9, 2019.

212. Plaintiff alleges that the Corporation, Defendant CAIR-California, its officers, directors, supervisors and/or employees, and DOES 1-20, discharged Plaintiff on April 9, 2019.

213. As mentioned *supra*, Plaintiff complained to protect the attorney-client privileged information that Mr. Craun breached, which he admitted, on or about March 18, 2019.

214. As mentioned *supra*, Defendant CAIR-California, by means of Arefa Simjee, and Zahra Billoo on information and belief consulted with Mr. Craun on ways to breach attorney-client privilege in the San Diego office by 1) advising Mr. Craun on ways to ask for her password and log-in information, 2) respond to the accusation that he had already breached attorney-client information, and 3) deny there had been access by way of an incomplete investigation.

215. As mentioned *supra*, Susanne's Coworker reported Plaintiff's old office was offered to her after Plaintiff's termination despite hundreds of files being present in the office the day she was terminated, and Plaintiff saw a picture of Plaintiff's old office doors were wide open after Plaintiff's termination. Plaintiff is informed and believes and on that basis alleges that Defendant CAIR-California took no action to secure attorney-client privileged material and

1 in the course of such conduct, breached a duty Plaintiff owed to the clients she served at
2 CAIR-California.

3 216. As mentioned *supra*, Defendant CAIR-California had a policy, practice and custom where
4 non-attorneys had access to lawyers' computers and attorney-client information, despite
5 Plaintiff's protests.

6 217. Plaintiff's complaints regarding treatment of attorney-client information were a substantial
7 motivating reason for Defendant CAIR-California's decision to terminate Plaintiff's
8 employment.

9 218. Defendant CAIR-California's decision to terminate Plaintiff's employment was a
10 substantial factor in causing harm to Plaintiff, and that Plaintiff has been damaged in an
11 amount according to proof at the time of trial.

12 **XIV.**

13 **SIXTH CAUSE OF ACTION**

14 **(RETALIATION)**

15 **(Against Defendant CAIR-California)**

16 219. Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 218, above, as
17 though fully set forth herein.

18 220. Plaintiff at all times mentioned in this Complaint was an attorney, employed by Defendant
19 CAIR-California, with the exception of the period of time between December 25, 2017, and
20 approximately March 21, 2018.

21 221. Mr. Craun and the president of the San Diego board terminated plaintiff's employment on
22 April 9, 2019.

23 222. Plaintiff alleges that the Corporation, Defendant CAIR-California, its officers, directors,
24 supervisors and/or employees, and DOES 1-20, discharged Plaintiff on April 9, 2019.

25 223. As outlined *supra* in November of 2018, Plaintiff and Susanne's Coworker made several
26 complaints regarding discrimination based on religion, corporate attire, and romantic
27 preference for a deputy executive director position that neither she nor Susanne's Coworker
28 received, despite overwhelming qualifications.

1 224.Plaintiff's November 2018 complaints were a substantial motivating reason for Defendant
2 CAIR-California's decision to terminate her employment on April 9, 2019 and the
3 complaints were a direct and proximate cause of the retaliatory termination.

4 225.Plaintiff was harmed by Defendant CAIR-California's decision to terminate her
5 employment and that decision was a substantial factor in causing harm to Plaintiff, in an
6 amount according to proof at trial.

7 **XV.**

8 **SEVENTH CAUSE OF ACTION**

9 **(FAILURE TO HIRE)**

10 **(Against Defendant CAIR-California)**

11 226.Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 225, above, as
12 though fully set forth herein.

13 227.Plaintiff at all times mentioned in this Complaint was a non-Muslim attorney, employed by
14 Defendant CAIR-California, with the exception of the period of time between December 25,
15 2017, and approximately March 21, 2018.

16 228.As outlined *supra*, Plaintiff was placed on a six-month, temporary contract in March of
17 2018, as opposed to an at-will employee with no duration. Plaintiff is informed and believes
18 and on this basis alleges she was placed on a temporary contract because of Defendant
19 CAIR-California's desire to hire a Muslim woman who wears hijab.

20 229.Plaintiff was discriminated against and subjected to this adverse employment action,
21 because the substantial motivating reason for the adverse action was Defendant CAIR-
22 California's desire to hire a Muslim attorney in the six months she was on a temporary
23 contract, despite Plaintiff having over ten years of experience and approximately three years
24 of experience with Defendant CAIR-California.

25 230.Defendant CAIR-California's action was a substantial motivating reason preventing
26 Plaintiff to access on important cases that would allow her to advise Defendant CAIR-
27 California, as outlined *supra*, and therefore caused her harm.

1 231.Plaintiff was harmed by Defendant CAIR-California’s decision to keep her on a temporary
2 contract and that decision was a substantial factor in causing harm to Plaintiff.

3 **XVI.**

4 **EIGHTH CAUSE OF ACTION**

5 **(FAILURE TO HIRE)**

6 **(Against Defendant CAIR-California)**

7 232.Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 231, above, as
8 though fully set forth herein.

9 233.Plaintiff at all times mentioned in this Complaint was a non-Muslim, female attorney,
10 employed by Defendant CAIR-California, with the exception of the period of time between
11 December 25, 2017, and approximately March 21, 2018.

12 234.As outlined *supra*, Plaintiff was never offered the appointed positions of Interim Director
13 on three separate occasions. This is despite Plaintiff’s extensive work history with
14 Defendant CAIR-California, her proven track record as an effective lawyer for clients, the
15 direct services she provided to clients, her fiduciary duty she held to her clients while
16 employed at Defendant CAIR-California, her education and degrees, and ability to relate to
17 persons in need of assistance and advice. Plaintiff is informed and believes and alleges here
18 that the only qualifications she did not have are that she was not Muslim or a male.

19 235.As mentioned *supra*, Plaintiff’s inquiry as to why she was not named as the Interim
20 Director was met with laughter in Plaintiff’s face.

21 236.As alleged *supra*, the three different Interim Directors were all male, Muslim and had none
22 of the qualifications Plaintiff has alleged she had.

23 237.Plaintiff was not appointed as Interim Director, despite her qualifications because she was
24 female and a non-Muslim.

25 238.Plaintiff was discriminated against and subjected to this adverse employment action,
26 because the substantial motivating reason for the adverse action was Defendant CAIR-
27 California’s desire to have male and Muslim directors at all times.

28

1 239. Defendant CAIR-California's action to not appoint Plaintiff as an Interim Director was a
2 substantial motivating reason preventing Plaintiff to have the prestige, leadership and access,
3 and increased salary that she should have had in that position.

4 240. Plaintiff was harmed by Defendant CAIR-California's decision to not appoint her as
5 Interim Director and that decision was a substantial factor in causing harm to Plaintiff, in an
6 amount to be determined at the time of trial.

7 **XVII.**

8 **NINTH CAUSE OF ACTION**

9 **(FAILURE TO HIRE)**

10 **(Against Defendant CAIR-California)**

11 241. Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 240, above, as
12 though fully set forth herein.

13 242. Plaintiff at all times mentioned in this Complaint was a non-Muslim, female, attorney,
14 employed by Defendant CAIR-California, with the exception of the period of time between
15 December 25, 2017, and approximately March 21, 2018.

16 243. As outlined *supra*, Plaintiff was never offered the position of deputy executive director
17 despite her numerous qualifications and ability to perform the job functions required.

18 244. As mentioned *supra*, a self-described *Salafi* Muslim woman who wore the Islamic
19 headscarf with many years less experience as an attorney, less years of management or time
20 with Defendant CAIR-California, was awarded the position of deputy executive director,
21 instead of Plaintiff.

22 245. Plaintiff was not appointed or allowed to apply for the position of deputy executive
23 director, despite her qualifications, because she is a non-Muslim, and does not wear the
24 Islamic headscarf.

25 246. Plaintiff was discriminated against and subjected to this adverse employment action,
26 because the substantial motivating reason for the adverse action was Defendant CAIR-
27 California's desire to have a Muslim woman who wears hijab appointed to the position.
28

1 247. Defendant CAIR-California's action to not appoint Plaintiff as the deputy executive director
2 was a substantial motivating reason preventing Plaintiff to have the prestige, leadership and
3 access, and income that she should have had given her qualifications.

4 248. Plaintiff was harmed by Defendant CAIR-California's decision to not appoint her as deputy
5 Executive Director and that decision was a substantial factor in causing harm to Plaintiff.

6 **XVIII.**

7 **TENTH CAUSE OF ACTION**

8 **(HOSTILE WORK ENVIRONMENT-GENDER and RELIGION)**

9 **(Against Defendant CAIR-California)**

10 249. Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 248, above, as
11 though fully set forth herein.

12 250. Plaintiff at all times mentioned in this Complaint was a non-Muslim female, attorney,
13 employed by Defendant CAIR-California, with the exception of the period of time between
14 December 25, 2017, and approximately March 21, 2018.

15 251. Plaintiff was subjected to a harassing and hostile work environment, as outlined *supra*,
16 including but not limited to the following actions based upon her gender and religion: hired
17 as a temporary employee and excluded from case work, subjected to hostile, discriminatory
18 and improper statements about non-Muslims and Jewish Americans, not hired for key
19 positions in Defendant CAIR-California, abusively treated for objecting to a dress code
20 imposed only against female employees, told she could go to the closet if she did not want to
21 participate in mandatory, Islamic prayer and faith reflections, retaliated against for multiple
22 complaints based on her religion and gender, and Defendant CAIR-California failed to
23 protect Plaintiff from the harassment and destructive actions.

24 252. Plaintiff was subjected to so many harassing actions and statements that a reasonable person
25 in Plaintiff's work environment would have considered the work environment to be hostile
26 or abusive and Plaintiff considered the work environment to be hostile and/or abusive.

1 253.Plaintiff's immediate supervisors were the cause of all of the alleged harassing behavior
2 towards women and non-Muslims and neither they nor Defendant CAIR-California as a
3 corporation took any appropriate or corrective action.

4 254.As a result of the aforementioned acts and failure for corrective action, Plaintiff was harmed
5 and the conduct was a substantial factor in causing harm to Plaintiff, according to proof at
6 the time of trial.

7 **XIX.**

8 **ELEVENTH CAUSE OF ACTION**

9 **(DISPARATE IMPACT-Gov. Code, Sec. 12940(a))**

10 **(Against Defendant CAIR-California)**

11 255.Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 254, above, as
12 though fully set forth herein.

13 256.Plaintiff at all times mentioned in this Complaint was a non-Muslim female, attorney,
14 employed by Defendant CAIR-California, with the exception of the period of time between
15 December 25, 2017, and approximately March 21, 2018.

16 257.Plaintiff was subjected to a harassing and hostile work environment, as outlined *supra*,
17 including but not limited to the following actions based upon her gender and religion: hired
18 as a temporary employee and excluded from case work, subjected to hostile, discriminatory
19 and improper statements about non-Muslims and Jewish Americans, not hired for key
20 positions in Defendant CAIR-California, abusively treated for objecting to a dress code
21 imposed only against female employees, told she could go to the closet if she did not want to
22 participate in mandatory, Islamic prayer and faith reflections, retaliated against for multiple
23 complaints based on her religion and gender, and Defendant CAIR-California failed to
24 protect Plaintiff from the harassment and destructive actions.

25 258.As outlined *supra*, Defendant CAIR-California had an employment practice of selecting
26 males and Muslims for leadership, board positions, management positions and higher-
27 salaried positions that had a disproportionate and adverse effect on female and non-Muslim
28 employees.

1 259.Plaintiff was harmed as non-Muslim and female employee and Defendant CAIR-
2 California's employment practices were a substantial factor in causing Plaintiff's harm, in an
3 amount according to proof at the time of trial.

4 **XX.**

5 **TWELFTH CAUSE OF ACTION**

6 **(FAILURE TO PROTECT AGAINST DISCRIMINATION AND RETALIATION- Gov.**

7 **Code Sec. 12940(k))**

8 **(Against Defendant CAIR-California)**

9 260.Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 259, above, as
10 though fully set forth herein.

11 261.Plaintiff alleges that Defendant CAIR-California failed to take all reasonable steps to
12 prevent discrimination, harassment and retaliation against her given Plaintiff's gender,
13 religion and complaints to protect attorney-client privileged material.

14 262.Plaintiff at all times mentioned in this Complaint was a non-Muslim female, attorney,
15 employed by Defendant CAIR-California, with the exception of the period of time between
16 December 25, 2017, and approximately March 21, 2018.

17 263.Plaintiff was subjected to harassment, discrimination and retaliation, as outlined above,
18 during the course of her employment and that Defendant CAIR-California failed to take all
19 reasonable steps to prevent the harassment, discrimination and retaliation, despite Plaintiff's
20 numerous complaints.

21 264.Plaintiff was harmed and Defendant CAIR-California's failure to take all reasonable steps
22 to prevent harassment, discrimination and retaliation were substantial factors in causing
23 harm to Plaintiff, in an amount to be determined at the time of trial.

24 **XXI.**

25 **PUNITIVE DAMAGES**

26 265.Plaintiff re-alleges and incorporates by Reference Paragraphs 1 through 264, above, as
27 though fully set forth herein.

28

1 266. At all times mentioned in this Complaint, Zahra Billoo, Dustin Craun, Basim Elkarra and
2 Hussam Ayloush, who is also the CEO of Defendant CAIR-California, were all managing
3 directors of the corporation which means they had broad authority over decisions that
4 determined policy for the corporation as a whole and for their individual offices. At all
5 times mentioned in this Complaint, Plaintiff's three Interim Directors were all officers on
6 the CAIR-California board and the San Diego board, and Omar Hassaine, was president of
7 the board of Defendant CAIR-California, who had broad decision making authority on all
8 matters involving the CAIR San Diego office and CAIR-California as a whole.

9 267. Together and separately, these directors and officers performed the following actions or
10 inactions that are at-issue in this Complaint: Mr. Craun stating or allowing Mr. Craun to
11 state on behalf of CAIR-California that "This country is disgusting," permitting the
12 American flag to be threatened or disparaged or erased; retaliating against Plaintiff's
13 objections; encouraging males to disparately manage female staff; permitting men to be paid
14 substantially more than Plaintiff, despite her skills and education; prohibiting females and/or
15 non-Muslims from management positions in Defendant CAIR-California's San Diego
16 office; allowing and promoting a draconian dress code policy against women; exposing
17 Plaintiff to discriminating comments about women, non-Muslims, and Jewish Americans;
18 excluding Plaintiff from work on important cases and emails discriminatorily; credit-
19 checking all female staff in the San Diego office, but not doing the same for Mr. Craun
20 because he is male; allowing Mr. Craun to take office property without payment and
21 blaming those actions on Plaintiff because she is a woman and would not be believed by
22 other Directors, despite several witnesses; enforcing mandatory prayer and faith reflections
23 at staff meetings; openly stating the desire for a younger attorney and then moving
24 Plaintiff's former cases to younger attorneys; conspiring and allowing, despite protests, to
25 allow Mr. Craun to have access to attorney-client privileged material before and after
26 Plaintiff's termination despite the fact that several of Plaintiff's current client files were in
27 her old office; and allowing Mr. Craun to disparage Plaintiff openly to others.

1 268. Plaintiff complained about each and every action or inaction to an officer or a director or
2 both and Defendant CAIR-California knew or should have known of the illegal employment
3 acts, but permitted the discriminatory and harassing behavior to continue against Plaintiff
4 and others and ratified them by their action and failure to act.

5 269. On these bases, Defendant CAIR-California's actions were despicable and carried on with
6 a willful and conscious disregard with the rights and safety of Plaintiff and others, subjected
7 Plaintiff to conduct that was cruel and unjust hardships in violation of Plaintiff's rights,
8 and/or Defendant CAIR-California's conduct was so vile and contemptible that it would be
9 looked down upon and despised by ordinary decent people, and therefore constituted malice,
10 oppression and/or fraud by Defendant CAIR-California.

11 270. As such, Plaintiff makes her claim for punitive damages as is set forth below.


12
13 **XXII.**

14 **PRAYER FOR DAMAGES**

15 WHEREFORE, Plaintiff prays judgment against Defendant CAIR-California as follows:

- 16 1. Compensatory damages including lost wages and benefits, and front pay,
17 2. Non-economic damages including emotional distress and loss of professional reputation,
18 3. Attorney fees,
19 4. Punitive damages,
20 5. Costs according to proof, and
21 6. Any other relief the Court deems fair and proper.

22
23 DATED: April 24, 2019

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25 _____
26 Susanne Arani, Esq.
27 Attorney for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff respectfully demands a jury trial in this matter on all triable issues.

DATED: April 24, 2019



Susanne Arani, Esq.
Attorney for Plaintiff