

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Malcolm Mackey

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CELENIA TAPIA,

Plaintiff,

vs.

WELLS FARGO BANK, NATIONAL
ASSOCIATION; DONALD JOSEPH
PIPINO; and DOES 1 to 25, inclusive,

Defendants.

CASE NO.: 22STCV20226

COMPLAINT FOR DAMAGES FOR:

- 1) SEXUAL HARASSMENT IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT (“FEHA”);
- 2) RETALIATION IN VIOLATION OF FEHA;
- 3) FAILURE TO PREVENT HARASSMENT AND RETALIATION IN VIOLATION OF FEHA;
- 4) RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;
- 5) NEGLIGENT RETENTION AND SUPERVISION;
- 6) WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;
- 7) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;
- 8) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- 9) DISCRIMINATION AGAINST SEXUAL ASSAULT VICTIM;
- 10) FAILURE TO ACCOMMODATE;
- 11) FAILURE TO ENGAGE IN INTERACTIVE PROCESS TO DETERMINE REASONABLE ACCOMMODATION;
- 12) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION

1) 17200
2)
3)
4)
5)

JURY TRIAL DEMANDED

6
7 COMES NOW Plaintiff, CELENIA TAPIA (hereinafter "Plaintiff"), and alleges as
8 follows:

9 **PARTIES, JURISDICTION, and VENUE**

10 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
11 County of Los Angeles in this judicial district because Defendants WELLS FARGO BANK,
12 NATIONAL ASSOCIATION; DONALD JOSEPH PIPINO; and DOES 1 to 25, inclusive, do
13 business in the County of Los Angeles, and because Defendants' obligations and liabilities arise
14 therein, and because the work that was performed by Plaintiff in the County of Los Angeles is
15 the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

16 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

17 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant WELLS
18 FARGO BANK, NATIONAL ASSOCIATION is an out of state corporation, with its principal
19 place of business in South Dakota, and is doing business in the County of Los Angeles, State of
20 California. Defendant WELLS FARGO BANK, NATIONAL ASSOCIATION ("WELLS
21 FARGO") is an entity subject to suit under the California Fair Employment and Housing Act,
22 Government Code section 12940, et. seq. ("FEHA") and employed Plaintiff during the relevant
23 time period. Plaintiff worked at the address of 333 S. Grand Ave., Suite 888, Los Angeles, CA
24 90071.

25 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
26 DONALD JOSEPH PIPINO ("Pipino" or "Mr. Pipino") is a male resident of the County of Los
27 Angeles, State of California, and was Plaintiff's co-worker at Wells Fargo during the relevant
28 time period.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or

1 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
2 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
3 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
4 for the conduct alleged herein. Upon discovering the true names and capacities of these
5 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
6 capacities of these fictitiously named defendants.

7 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
8 that information and belief, alleges that at all times herein mentioned, each of the remaining
9 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
10 under the authority of their agency, employment, or representative capacity, with the consent of
11 his/her codefendants.

12 **GENERAL ALLEGATIONS**

13 7. Plaintiff started working for Wells Fargo over 15 years ago. Her latest job title was "Vice
14 President, Commercial Foreign Exchange and Rates Solutions" and Plaintiff was classified as a
15 salaried, exempt employee.

16 8. On or around July 13, 2019, Plaintiff attended a work-related function wherein Plaintiff
17 was sexually harassed by co-worker Defendant Donald Joseph Pipino, who consistently touched
18 Plaintiff without her consent, held Plaintiff without her consent, rubbed up on Plaintiff, and then
19 sexually assaulted Plaintiff by grabbing Plaintiff's behind.

20 9. On or around December 2020, Plaintiff reported the aforementioned sexual
21 harassment/sexual battery incident to Wells Fargo. Plaintiff initially reported the incident
22 through a Wells Fargo Ethics line and went through an independent Human Resources
23 organization. The interesting thing to note is that Plaintiff's superiors did not want to report
24 Plaintiff's complaints regarding Mr. Pipino's sexual harassment. In fact, Jessica Murphy pulled
25 Plaintiff aside shortly after Plaintiff's initial complaint about Mr. Pipino and said, "If I file this,
26 I can get in trouble. What if I tell Donny to stop harassing you and he stops, and we don't have
27 to file anything?" After investigation, Plaintiff's claims were substantiated.

28 10. Following the investigation, Plaintiff asked her long-time employer, Wells Fargo, to

1 accommodate her in making sure that she would not see or be around Mr. Pipino, who was still
2 employed by the company and worked in her department. Plaintiff's requests would be found in
3 company emails from Plaintiff to Jessica Murphy, Tiffany Hughes, and Leah Moen, just to name
4 a few. As Plaintiff's department got ready to return to work in the office after working remotely,
5 Plaintiff had unequivocally told management that she did not feel comfortable returning to work
6 with Pipino, her harasser, especially after she had reported him. Plaintiff asked for time to
7 transition to the office and stated that she wanted to go home early if she felt uncomfortable. The
8 head of Plaintiff's group, Jessica, conveyed to Plaintiff that Plaintiff and Mr. Pipino needed to
9 find a way to work together still, which was absolutely demoralizing for Plaintiff as Plaintiff was
10 looking for any way to make her work environment less hostile. As such, management shut
11 Plaintiff down and refused to accommodate her requests.

12 11. After Plaintiff had voiced her concerns about getting back to work in the office,
13 Plaintiff's lead, Tiffany Hughes, told Plaintiff that the seating arrangement at the office had
14 changed and that Plaintiff would ONLY be one seat closer to her harasser, Mr. Pipino. Moreover,
15 Tiffany Hughes also made a comment to Plaintiff that usually one person will always just leave
16 their work (between Plaintiff and Mr. Pipino) and it was just a matter of which one of them
17 would leave (to not deal with the situation any longer). The latter seemed to be Wells Fargo's
18 way of dealing with Plaintiff's situation – do nothing and wait for the situation to solve itself by
19 either Plaintiff leaving her employment or Mr. Pipino leaving his employment. Around this time,
20 Human Resources also asked Plaintiff for the sexual harassment story again, even though the
21 investigation was done, notes had been taken, and Plaintiff's claims substantiated. It also
22 important to note that Regional Sales Manager, Lee Williams, who is considered Plaintiff's
23 supervisor, was unequivocally aware of the situation involving Plaintiff and Mr. Pipino and had
24 been in communication with Human Resources on the subject. Despite Lee Williams' knowledge
25 of the situation, he failed to protect Plaintiff and ensure that Plaintiff was accommodated and felt
26 safe in her working environment.

27 12. Plaintiff's concerns were raised during her employment, and it was the lack of response
28 and action by Wells Fargo that ultimately led to Plaintiff quitting her employment and seeking
an external opportunity. Plaintiff's request was to NOT be around Mr. Pipino and to not be placed

1 in a situation where the harassment could continue. Wells Fargo could have easily terminated
2 the relationship with Mr. Pipino due to his obvious misconduct (as ONE example of a solution).
3 Inexplicably, Wells Fargo's response was to somehow have Plaintiff and Mr. Pipino working
4 EVEN CLOSER in proximity. Under California law, the mere presence of an employee who has
5 engaged in particularly severe or pervasive harassment can create a hostile working environment.
6 Ellision v. Brady, 924 F. 2d 872 (9th Cir. 1991). *See also Paroline v. Unisys Corp.*, 879 F.2d
7 100, 106-107 (4th Cir. 1989).The bottom line was that Wells Fargo belittled and brushed off
8 Plaintiff's legitimate and objective concerns and fears.

9 13. It is also important to note that Plaintiff had to essentially go into therapy for a year due
10 to these events at the workplace AND even had a trip to the emergency room at Providence St.
11 John's due to anxiety issues/panic attacks precipitated by her workplace issues. It is also
12 important to note that Plaintiff was a prior victim of sexual harassment while at Wells Fargo and
13 the company equally failed to properly deal with that situation.

14 14. Due to Wells Fargo's conduct in refusing to protect Plaintiff from sexual harassment and
15 from having contact with her harasser and due to Wells Fargo's conduct in failing to ensure a
16 safe and comfortable work environment for Plaintiff, she was forced to quit her employment on
17 or around August 6, 2021. Plaintiff was essentially given a choice between being around and
18 working closely with her harasser (even closer in proximity than ever before) OR having to quit.
19 Plaintiff was forced to give up a good living and was forced to walk away from a company after
20 16 years of service, hard work, and dedication.

21 15. Pursuant to California Government Code section 12960, Plaintiff has exhausted her
22 administrative remedies. Plaintiff filed a complaint with the Department of Fair Employment
23 and Housing ("DFEH"), alleging claims in this complaint. The DFEH immediately issued to
24 Plaintiff a right to sue letter.

25 **FIRST CAUSE OF ACTION**

26 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

27 **(Plaintiff against DONALD JOSEPH PIPINO and all DOE Defendants)**

28 16. Plaintiff re-alleges and incorporates by reference each and every allegation in
paragraphs 1 through 15, inclusive, of this Complaint as though fully set forth herein.

1 17. At all times herein mentioned, FEHA, Government Code section 12900, et seq., was in
2 full force and effect and was binding on Defendant Donald Joseph Pipino.

3 18. Pipino was and is at all times relevant hereto an employee of Wells Fargo and Plaintiff's
4 co-worker. The actions of Pipino towards Plaintiff, while in the course and scope of his
5 employment with Wells Fargo as described herein, created a hostile sexual environment which
6 materially altered Plaintiff's working conditions, and which constitutes sexual harassment in
7 violation of California Government Code section 12940(j)(1).

8 19. In engaging in the aforementioned conduct, DOES 1 to 25, inclusive, and each of them,
9 aided, abetted, incited, compelled, and/or coerced unlawful employment practices in violation of
10 the announced policy of this State against such practices. Furthermore, they failed to take
11 immediate and appropriate corrective action to prevent this harassment.

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

18 21. In committing the foregoing acts, Defendant PIPINO has been guilty of oppression,
19 fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to
20 punitive damages in a sum appropriate to punish and make an example out of the foregoing
21 Defendant.

22 22. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
23 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
24 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
25 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
26 award of attorneys' fees and costs.

27 **SECOND CAUSE OF ACTION**

28 **RETALIATION IN VIOLATION OF FEHA**

(Plaintiff against WELLS FARGO and all DOE Defendants)

1 23. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.

3 24. At all times herein mentioned, Government Code section 12940 et. seq. was in full
4 force and effect and was binding upon Defendants and each of them. Said statute imposes certain
5 duties upon Defendants concerning harassment and retaliation against persons, such as Plaintiff,
6 on the basis of sex/gender or due to complaints of sexual harassment. Said statutes were intended
7 to prevent the type of injury and damage set forth herein. Plaintiff was, at all times herein
8 mentioned, a member of the class of persons intended to be protected by said statutes. As alleged
9 above, Plaintiff was retaliated against and was forced to quit her employment after reporting and
10 complaining about Pipino's sexually harassing behavior at the workplace and after complaining
11 of having to be in close proximity with Pipino while at work.

12 25. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed
13 in that Plaintiff has suffered the loss of wages, salary, and benefits, among other things. As a
14 result, Plaintiff has suffered such damages in an amount according to proof.

15 26. As a further direct and proximate result of the conduct of Defendants, and each of
16 them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish and
17 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
18 such damages in an amount according to proof.

19 27. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
20 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
21 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.

22 28. The acts of oppression, fraud, and/or malice, were engaged in by employees of
23 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
24 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
25 wrongful conduct for which an award of punitive damages is sought, and/or was personally
26 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
27 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
28 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff

1 to punitive and exemplary damages against each of the Defendants in accordance with California
2 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant

3 29. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
4 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
5 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
6 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
7 award of attorneys' fees and costs.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PREVENT HARASSMENT AND RETALIATION**

10 **IN VIOLATION OF FEHA**

11 **(Plaintiff against WELLS FARGO and all DOE Defendants)**

12 30. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

14 31. At all times herein mentioned, FEHA, California Government Code section 12940(k),
15 was in full force and effect and was binding on Defendants. This statute states that it is an
16 unlawful employment practice in California for an employer to "fail to take all reasonable steps
17 necessary to prevent discrimination and harassment from occurring."

18 32. As alleged above, Plaintiff was subjected to harassment and retaliation.

19 33. Defendants failed to take all reasonable steps necessary to prevent harassment and
20 retaliation. In addition, WELLS FARGO failed to remedy such harassment and retaliation when
21 it realized and was informed that it was occurring. WELLS FARGO further failed to train,
22 supervise, and monitor its employees and agents.

23 34. The failure of Defendants to prevent harassment and retaliation created and encouraged
24 an environment where such harassment and retaliation was condoned, encouraged, tolerated,
25 sanctioned, and/or ratified.

26 35. As a direct and proximate result of the aforementioned acts and omissions of Defendants
27 Plaintiff suffered general and compensatory damages, including but not limited to, loss of
28 income (past and future), loss of employment benefits (past and future), general and

1 compensatory damages (past and future), mental pain and anguish and emotional distress (past
2 and future), and will continue to suffer in the future, in an amount to be proved at trial.

3 36. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and
4 each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression
5 and was authorized, ratified, and carried on with a conscious and willful disregard of their
6 workers' right to work in an environment free of harassment and retaliation and free of retaliation
7 as a victim of sexual assault, so as to justify the imposition of punitive damages to punish and
8 set an example of said Defendants.

9 37. As a proximate result of the foregoing conduct, which violated the provisions of
10 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
11 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

12 **FOURTH CAUSE OF ACTION**

13 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

14 **(Plaintiff against WELLS FARGO and all DOE Defendants)**

15 38. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 37, inclusive, of this Complaint as though fully set forth herein.

17 39. At all times material to this Complaint, California Labor Code § 1102.5 was in effect
18 and binding on Defendants. This section requires Defendants to refrain from retaliating against
19 an employee for refusing to participate in an activity that he/she reasonably believes would
20 result in a violation of state or federal statute, or a violation or noncompliance with a state or
21 federal rule or regulation. California Labor Code section 1102.5 also requires Defendants to
22 refrain from retaliating against an employee for disclosing information to a person with authority
23 over the employee if the employee has reasonable cause to believe that the information discloses
24 a violation of state or federal statute, or a violation of or noncompliance with a local, state, or
25 federal rule or regulation, regardless of whether disclosing the information is part of the
26 employee's job duties.

27 40. As discussed fully above, Plaintiff complained to Defendants about Pipino's sexually
28 harassing behavior at the workplace and also complained about not wanting to be around or
work in close proximity to Pipino at the workplace.

1 41. Defendants retaliated against Plaintiff for her whistleblowing, as alleged above, all in
2 violation of Labor Code § 1102.5.

3 42. As a direct and proximate result of the aforementioned acts and omissions of Defendants,
4 Plaintiff suffered general and compensatory damages, including but not limited to, loss of
5 income (past and future), loss of employment benefits (past and future), general and
6 compensatory damages (past and future), mental pain and anguish and emotional distress (past
7 and future), and will continue to suffer in the future, in an amount to be proved at trial.

8 43. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
9 and the imposition of civil penalties of \$10,000 for each violation as well as attorney's fees.

10 **FIFTH CAUSE OF ACTION**

11 **NEGLIGENT RETENTION AND SUPERVISION**

12 **(Plaintiff against WELLS FARGO and all DOE Defendants)**

13 44. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 43, inclusive, of this Complaint as though fully set forth herein.

15 45. Upon information and belief, WELLS FARGO, by and through its agents and employees,
16 including Tiffany Hughes and Lee Williams knew or reasonably should have known through
17 reasonable investigation, of manager Pipino's propensity for sexually harassing behavior.

18 46. Defendants had a duty not to hire or retain Pipino, provide proper training to Pipino
19 and provide reasonable supervision of Pipino.

20 47. Defendants negligently hired, retained and/or failed to adequately train and supervise
21 Pipino, wherein Pipino was able to commit the wrongful acts complained of herein against
22 Plaintiff. Defendants failed to provide reasonable supervision of Pipino despite knowing of his
23 propensities for sexually harassing behavior. Moreover, Defendants failed to terminate Pipino's
24 employment or transfer Pipino to a different department despite knowing that Plaintiff had
25 previously filed a formal complaint of sexual harassment against Pipino (which was
26 substantiated) and despite Plaintiff formally requesting that she not work around or near Pipino
27 in the workplace.

28 48. As a result of the above-described conduct, Plaintiff has suffered and continues to

1 suffer a great amount of stress, anxiety, humiliation, embarrassment, loss of sleep, loss of
2 confidence, loss of self-esteem, and general discomfort.

3 49. Defendants engaged in these acts alleged herein and/or condoned, permitted, authorized,
4 and/or ratified the conduct of their employees and agents and are vicariously liable for the
5 wrongful conduct of their employees and agents for this cause of action.

6 **SIXTH CAUSE OF ACTION**

7 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

8 **(Plaintiff against WELLS FARGO and all DOE Defendants)**

9 50. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 49 inclusive, of this Complaint as though fully set forth herein.

11 51. At all times during her employment with Defendants, Plaintiff performed her duties
12 with the utmost diligence and competence.

13 52. Plaintiff is informed and believes and thereon alleges that Defendants' decision and
14 actions to treat her differently and retaliate against her as alleged herein, was motivated
15 by Plaintiff's whistleblowing and complaints about illegal activity at the workplace. Plaintiff is
16 further informed and believes and thereon alleges that any other reasons proffered by Defendants
17 were and are pretextual in nature. The work environment became intolerable for Plaintiff,
18 especially in having to continue working with and in fact being even closer to Pipino, her
19 harasser. As a result, Plaintiff was forced to quit her employment of more than a decade.

20 53. The employment of Plaintiff was wrongfully constructively terminated in or around
21 August 6, 2021 in violation of the fundamental public policy of the State of California with
22 respect to retaliating against an employee on account of her whistleblowing, not providing
23 Plaintiff with a safe and healthy work environment, failing to protect Plaintiff in the workplace,
24 and failing to prevent sexual harassment. Plaintiff was forced to hire an attorney to assist her to
25 end these illegal activities. Said conduct violated statutory and constitutional expressions of
26 public policy including, but not limited to, California Government Code sections 12940 et seq.,
27 California Labor Code sections 6400-6404, California Labor Code section 230(e) and (f),
28 California Labor Code Section 1102.5, and the California Constitution, Article 1 section 8.

54. As set forth above, said actions by Defendants were wrongful and in violation of the

1 fundamental principles of the public policy of the State of California as reflected in its laws,
2 objectives and policies. Said statutes and constitutional expressions of public policy include,
3 but are not limited to, California Government Code sections 12940 et seq., California Labor
4 Code sections 6400-6404, California Labor Code section 230(e) and (f), California Labor Code
5 section 1102.5, and the California Constitution, Article 1 section 8. These laws inure to the
6 benefit of the public at large, and not just the private interests of the employers and employees
7 whom they govern or protect.

8 55. As a direct and proximate result of the aforementioned acts and omissions of
9 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
10 loss of income (past and future), loss of employment benefits (past and future), general and
11 compensatory damages (past and future), mental pain and anguish and emotional distress (past
12 future), and will continue to suffer in the future, in an amount to be proved at trial.

13 56. The foregoing conduct engaged in by Defendants and each of their directors, officers
14 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
15 and carried on with a conscious and willful disregard of their workers' right to work in an
16 environment free of harassment and retaliation due to whistleblowing and due to Plaintiff's status
17 as a victim of sexual assault, so as to justify the imposition of punitive damages to punish and
18 set an example of said Defendants.

19 SEVENTH CAUSE OF ACTION

20 NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

21 **(Plaintiff against all named Defendants and all DOE defendants)**

22 57. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

24 58. As an employee of Defendants, Plaintiff was owed a duty of care by Defendants, and
25 each of them, to ensure that Plaintiff was not exposed to foreseeable harms.

26 59. Defendants, and each of them, knew, or should have known, that Plaintiff was being
27 subjected to sexual harassment and retaliation, and that the failure to exercise due care to
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1 prevent a harassing course of conduct and to reasonably accommodate Plaintiff as a victim of
2 sexual assault could and would cause Plaintiff to suffer severe emotional distress.

3 60. Defendants, and each of them, failed to exercise their duty of care to prevent their
4 employees, managers, supervisors, and/or officers from retaliating against Plaintiff as alleged
5 above and in failing to accommodate Plaintiff's requests as a victim of sexual assault under
6 Labor Code sections 230(e) and (f).

7 61. As a direct and proximate result of the aforementioned acts and omissions of
8 Defendants, Plaintiff has been caused to and did in fact suffer severe and extreme mental and
9 emotional distress, including but not limited to, anguish, humiliation, embarrassment, loss of
10 confidence, fright, depression, and anxiety, the exact nature and extent of which are not now
11 known to her, but in an amount to be proved at trial.

12 62. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiff has been
13 directly and legally caused to suffer damages as alleged herein.

14 **EIGHTH CAUSE OF ACTION**

15 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 63. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 62, inclusive, of this Complaint as though fully set forth herein.

19 64. Defendants' harassing and retaliatory actions against Plaintiff and failure to prevent
20 harassment/retaliation, reasonably accommodate Plaintiff's requests as a victim of sexual
21 assault, and take appropriate remedial measures constituted severe and outrageous misconduct
22 and caused Plaintiff extreme emotional distress.

23 65. Defendants were aware that treating Plaintiff in the manner alleged above, including
24 forcing Plaintiff to quit her employment, would devastate Plaintiff and cause Plaintiff extreme
25 hardship.

26 66. As a direct and proximate result of the aforementioned acts and omissions of
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1 Defendants, Plaintiff has been caused to and did in fact suffer severe and extreme mental and
2 emotional distress, including but not limited to, anguish, humiliation, embarrassment, loss of
3 confidence, fright, depression, and anxiety, the exact nature and extent of which are not now
4 known to her, but in an amount to be proved at trial.

5 67. Defendants' misconduct was done intentionally, in a malicious, fraudulent, oppressive
6 manner, entitling Plaintiff to punitive damages.

7
8 **NINTH CAUSE OF ACTION**

9 **DISCRIMINATION AGAINST SEXUAL ASSAULT VICTIM**

10 **(Labor Code Section 230(e) et seq.)**

11 **(Plaintiff against WELLS FARGO and all DOE Defendants)**

12 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

14 69. Pursuant to Labor Code section 230(e) et seq., an employer shall not in any way
15 discriminate against an employee because of the employee's status as a victim of crime or
16 abuse/sexual assault.

17 70. After being sexually assaulted, Plaintiff provided notice to WELLS FARGO of the
18 assault. As such, WELLS FARGO was on notice of Plaintiff being a victim of sexual assault.
19 Plaintiff was, therefore, a member of the class of persons protected from discrimination.
20 Plaintiff was treated different due to her status as a sexual assault victim, was not taken
21 seriously, and her requests for accommodation to not be around her harasser were not
22 considered. As a result, Plaintiff was forced to quit her employment.

23 71. As a direct and proximate result of the aforementioned acts and omissions of
24 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
25 loss of income (past and future), loss of employment benefits (past and future), general and
26 compensatory damages (past and future), mental pain and anguish and emotional distress (past
27 and future), and will continue to suffer in the future, in an amount to be proved at trial.
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1 72. The foregoing conduct engaged in by Defendants and each of their directors,
2 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
3 ratified, and carried on with a conscious and willful disregard of their workers' right to receive
4 reasonable accommodations, so as to justify the imposition of punitive damages to punish and
5 set an example of said Defendants.

6 **TENTH CAUSE OF ACTION**

7 **FAILURE TO ACCOMMODATE**

8 **(Plaintiff against WELLS FARGO and all DOE Defendants)**

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10 73. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.

12 74. California Labor Code section 230(f)(1) provides that: "An employer shall provide
13 reasonable accommodations for a victim of domestic violence, sexual assault, or stalking, who
14 requests an accommodation for the safety of the victim while at work."

15 75. Plaintiff requested a reasonable accommodation in not having to work with or be in
16 close proximity to Donald Pipino.

17
18 76. Defendants failed to make a reasonable accommodation, as alleged above, and in fact
19 informed Plaintiff that Plaintiff would in fact be one seat closer to Mr. Pipino per a new seating
20 arrangement at the workplace.

21 77. As a direct and proximate result of the aforementioned acts and omissions of
22 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
23 loss of income (past and future), loss of employment benefits (past and future), general and
24 compensatory damages (past and future), mental pain and anguish and emotional distress (past
25 and future), and will continue to suffer in the future, in an amount to be proved at trial.

26
27 78. The foregoing conduct engaged in by Defendants and each of their directors,
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1 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
2 ratified, and carried on with a conscious and willful disregard of their workers' right to receive
3 reasonable accommodations, so as to justify the imposition of punitive damages to punish and
4 set an example of said Defendants.

5 **ELEVENTH CAUSE OF ACTION**

6 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS TO DETERMINE**

7 **REASONABLE ACCOMMODATION**

8 **(Plaintiff against WELLS FARGO and all DOE Defendants)**

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10 79. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

12 80. California Labor Code section 230(f)(4) provides that: "The employer shall engage in a
13 timely, good faith, and interactive process with the employee to determine effective reasonable
14 accommodations" for victims of crime, including sexual assault and abuse.

15 81. As described above, Defendants knew that Plaintiff was a victim of sexual assault.
16 Defendants failed to engage in any kind of interactive process with Plaintiff in order to
17 determine whether they could provide Plaintiff with reasonable accommodations.
18 Instead, Defendants did the opposite and informed Plaintiff that she would be seated one seat
19 closer to her harasser, Donald Pipino.

20 82. As a direct and proximate result of the aforementioned acts and omissions of
21 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
22 loss of income (past and future), loss of employment benefits (past and future), general and
23 compensatory damages (past and future), mental pain and anguish and emotional distress (past
24 and future), and will continue to suffer in the future, in an amount to be proved at trial.

25
26 83. The foregoing conduct engaged in by Defendants and each of their directors,
27
28

1 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
2 ratified, and carried on with a conscious and willful disregard of their workers' right to engage
3 in the interactive process and receive reasonable accommodations, so as to justify the
4 imposition of punitive damages to punish and set an example of said Defendants.

5
6 **TWELFTH CAUSE OF ACTION**

7 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

8 **(California Business and Professions Code Section 17200)**

9 **(Plaintiff against WELLS FARGO and all DOE Defendants)**

10 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.

12 85. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
13 WELLS FARGO constitutes unfair and unlawful business practices under California Business
14 and Professions Code Section 17200, et seq.

15 86. Defendants' violations of the FEHA and the California Labor Code constitutes a business
16 practice because it was done repeatedly over a significant period of time in a systematic manner
17 that was detrimental to Plaintiff.

18 87. For the four years preceding the filing of this action, Plaintiff has suffered damages and
19 request damages and/or restitution of all monies and profits to be disgorged from Defendant
20 WELLS FARGO in an amount according to proof at time of trial, but in excess of the
21 jurisdiction of this Court.

22 **PRAYER FOR RELIEF**

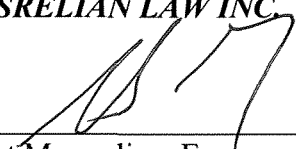
23 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
24 follows:

- 25 1. For compensatory damages including lost past and future wages, overtime,
26 commissions, and all other sums of money, including employment benefits, together
27 with interest on said amounts, and any other economic injury to Plaintiff, according to
28 proof;
2. For general damages according to proof;

3. For special and consequential damages to the extent allowed by law;
4. For restitution and disgorgement for all unfair business practices by WELLS FARGO against Plaintiff in an amount according to proof;
5. For an award of punitive and exemplary damages against Defendants according to proof;
6. For an order enjoining Defendant WELLS FARGO from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;
7. For the imposition of civil penalties and/or statutory penalties;
8. Reasonable attorney's fees where available by law, including but not limited to, pursuant to the California Labor Code, Fair Employment and Housing Act, and/or other applicable laws; and
9. Costs and expenses of suit incurred herein;
10. For all interest as allowed by law;
11. For such other and further relief as the Court deems just and proper.

DATED: June 21, 2022

MESSRELIAN LAW INC

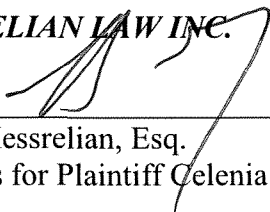
By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Celenia Tapia

DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: June 21, 2022

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Celenia Tapia