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REBECCA WEBER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES (STANLEY MOSK COURTHOUSE)**

REBECCA WEBER, an individual,

Plaintiff,

vs.

CALIFORNIA GOVERNOR'S OFFICE
OF EMERGENCY SERVICES;
STATE OF CALIFORNIA;
RYAN BURAS;
and DOES 1-100, inclusive,

Defendants.

Case No.:

VERIFIED COMPLAINT FOR:

- 1. HOSTILE WORK ENVIRONMENT
BASED ON SEX IN VIOLATION OF
THE FEHA, CAL. GOV. CODE § 12900 et
seq.;**
- 2. DISCRIMINATION BASED ON SEX
AND/OR GENDER IN VIOLATION OF
THE FEHA, CAL. GOV. CODE § 12900 et
seq.;**
- 3. FAILURE TO PREVENT HARASSMENT
AND DISCRIMINATION BASED ON
SEX AND/OR GENDER IN VIOLATION
OF THE FEHA, CAL. GOV. CODE §
12900 et seq.;**
- 4. RETALIATION – CALIFORNIA LABOR
CODE VIOLATION OF CALIFORNIA
LABOR CODE § 1102.5 (A) - (C);**
- 5. DISCRIMINATION AGAINST
SOMEONE ASSOCIATED WITH A
DISABLED PERSON GOV. CODE §
12926(o)**

6. **FAILURE TO ACCOMMODATE
DISABILITY IN VIOLATION OF FEHA
CAL. GOV. CODE, § 12900, et seq.;**
7. **FAILURE TO ENGAGE IN THE
INTERACTIVE PROCESS IN
VIOLATION OF FEHA CAL. GOV.
CODE, § 12900, et seq.;**
8. **RETALIATION IN VIOLATION OF
FEHA CAL. GOV. CODE, § 12900, et seq.
FOR SEEKING DISABILITY
ACCOMMODATIONS; and**
9. **VIOLATION OF/INTERFERENCE
WITH THE CALIFORNIA FAMILY
RIGHTS ACT (CFRA) CAL. GOV.
CODE, §§ 12900, et seq. & 12945.2**

DEMAND FOR JURY TRIAL

PLAINTIFF REBECCA WEBER (“PLAINTIFF” or “Weber”) alleges against
DEFENDANT CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES
 (“Cal OES”), DEFENDANT STATE OF CALIFORNIA (“STATE OF CA” or “State”), Ryan
Buras (“Buras”), and DEFENDANTS DOES 1 through 100, inclusive (collectively,
 “DEFENDANTS”), and each of them, as follows:

INTRODUCTION

Ryan Buras, a former employee of Cal OES, subjected Rebecca Weber to a prolonged
campaign of sex and gender-based discrimination, harassment, and retaliation. He sabotaged
Weber’s job and inflicted a massive toll on her personal life by interfering with her partner’s
ability to seek treatment for a life-threatening, chronic kidney illness. Weber had been working
from home successfully for years, which allowed her to care for her disabled partner. But Buras,
as part of his retaliation, arbitrarily revoked her work-from-home status, which made it much
more difficult for Weber to care for her partner. Buras did so because Weber rejected his sexual
overtures and pushed back against his plans to illegally distribute State funds. Buras retaliated
against Weber because he believed that his political connections allowed him to abuse his female

1 colleagues without impunity. He openly bragged that he was “untouchable.” And while he was
2 busy sabotaging Weber’s career, he replaced her boss with a beautiful, 23-year-old woman with
3 no government experience who worked at his gym. Weber’s new 23-year old supervisor refused
4 to grant Weber’s reasonable request to work from home to care for her disabled, ailing partner for
5 no good reason, and even threatened to mark her as “AWOL” for taking time off to care for her
6 partner. On information and belief, the supervisor was a “cat’s paw” executing the will of Buras.
7 Buras’s behavior is now well-known because of a pending sexual harassment lawsuit against him
8 brought by Kendra Bowyer (*Bowyer v. Cal OES*, Case No. 24CV000663 pending in Sacramento
9 Superior Court), and in another lawsuit against Cal OES and Buras with trial scheduled to begin
10 on October 7, 2024 (*Larson v. Cal OES*, Case No. 34-2020-00290271 pending in Sacramento
11 Superior Court).

12 Cal OES allowed Buras, a governor appointee, to wield unchecked power and supported
13 his retaliation campaigns against those that objected to his unlawful sexual harassment and
14 unlawful retaliation for reporting fraud, waste, and abuse. Human Resources, Cal OES attorneys,
15 and even Director Nancy Ward supported Buras’s conduct. Director Ward supervised Buras when
16 the two worked at FEMA. During Director Ward’s tenure at FEMA, sexual harassment was so
17 substantial the United State Government Accountability Office found “FEMA Must Take
18 Additional Steps to Better Address Employee Allegations of Sexual Harassment and Sexual
19 Misconduct.” <https://www.oig.dhs.gov/taxonomy/term/275>. Despite the investigation under
20 Director Ward’s watch, when she personally received information regarding Buras’s conduct, she
21 dismissed it as “noise.” Director Ward, Human Resources, and Cal OES’s attorneys’ actions
22 emboldened Buras to continue to sexually harass women and retaliate against whistleblowers.
23 Cal OES has entirely failed to take any action and has instead sought to withhold information and
24 deny all claims. Plaintiff here seeks to hold Cal OES responsible for its failures and demands a
25 full, fair and complete investigation via an outside agency.

26 **THE PARTIES**

27 1. PLAINTIFF REBECCA WEBER is, and at all times herein mentioned was, an
28 adult woman residing in the State of California.

1 2. PLAINTIFF is informed, believes, and thereon alleges that DEFENDANT
2 CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES (“Cal OES”) is, and at
3 all times herein mentioned was, an agency or subdivision of the STATE OF CALIFORNIA
4 responsible for coordinating the overall state response to major disasters, assuring the state’s
5 readiness to respond to and recover from natural, manmade, and war-caused emergencies, and
6 assisting local governments in their emergency preparedness, response and recovery efforts.

7 3. PLAINTIFF is informed, believes, and thereon alleges that DEFENDANT STATE
8 OF CALIFORNIA is, and at all relevant times herein mentioned was, the proper political entity
9 subject to suit as PLAINTIFF’S employer and as the entity liable or vicariously liable for the acts
10 or omissions of its employees, agencies, and subdivisions, including but not limited to Cal OES
11 and Cal OES employees.

12 4. Buras is a natural person who—during the times relevant to this lawsuit—lived
13 and worked in the state of California.

14 5. PLAINTIFF is informed, believes, and thereon alleges that each defendant aided
15 and abetted each other such that the principal is liable for the acts of each DEFENDANT.

16 6. PLAINTIFF is informed, believes, and thereon alleges, that at all times mentioned
17 in this Complaint, DEFENDANTS were the agents and employees of their co-defendants, and in
18 doing the things alleged in this Complaint were acting within the course and scope of such agency
19 and employment and acted in such a manner as to ratify the conduct of their co-defendants.

20 7. PLAINTIFF is ignorant of the true names and capacities of DEFENDANTS sued
21 herein under the fictitious names DOES 1-100, inclusive, and therefore sues these
22 DEFENDANTS by such fictitious names. PLAINTIFF will seek leave of court to amend this
23 complaint to allege their true names and capacities when ascertained. PLAINTIFF is informed,
24 believes, and thereon alleges that each of the fictitiously named DEFENDANTS is responsible as
25 hereinafter shown for the occurrences and injuries to PLAINTIFF as herein alleged.

26 8. PLAINTIFF is informed, believes, and thereon alleges that, at all times herein
27 mentioned, DEFENDANTS, and each of them, were the agents of each and all of the other
28

1 DEFENDANTS, and in doing the things hereinafter alleged, were acting in the course and scope
2 of such agency and with the permission and consent of their co-defendants.

3 9. PLAINTIFF is informed, believes, and thereon alleges that DEFENDANTS
4 employed PLAINTIFF individually and as joint employers and/or as an integrated enterprise.
5 Each DEFENDANT exercised substantial control over PLAINTIFF'S compensation, hours, and
6 terms of employment, and knew or should have known of the discriminatory conduct alleged
7 herein and failed to take those corrective measures within its control. DEFENDANTS, and each
8 of them, further operated as an integrated enterprise with interrelation of operations, centralized
9 control of labor relations, common management, and/or common ownership or financial control.

10 **JURISDICTION AND VENUE**

11 10. Under article VI, section 10 of the California Constitution and section 12965 of the
12 Government Code, this Court has jurisdiction over the subject matter of this case.

13 11. This Court has personal jurisdiction over the State and Cal OES because they are
14 both California-based government entities.

15 12. This Court has personal jurisdiction over Buras because, for the times relevant to
16 this cause of action, Buras worked and resided in California.

17 13. Venue is proper in this Court because "Notwithstanding any other provision of
18 law, where the State is named as a defendant in any action or proceeding for death or injury to
19 person or personal property and the injury or the injury causing death occurred within this State,
20 the proper court for the trial of the action is a court of competent jurisdiction in the county where
21 the injury occurred or where the injury causing death occurred." Cal. Gov't Code § 955.2.
22 Weber sustained at least some of the injuries that give rise to this cause of action in Los Angeles
23 County because she performed much of her work for Cal OES within Los Angeles County. She
24 also suffered much of the abuse she endured while residing in Los Angeles County.

25 14. The amount in controversy in this matter exceeds the sum of \$35,000.00, exclusive
26 of interest and costs.

ADMINISTRATIVE EXHAUSTION

15. PLAINTIFF submitted a claim to the Government Claims Program (“GCP”) against Cal OES and Buras (Claim # CGP190000368). The response was dated June 26, 2024, and stated: “The GCP believes the court system is the appropriate means for resolution of such claims because the issues presented are complex and outside the scope of analysis and interpretation typically undertaken by the GCP . . . Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. . . .”

16. In response to Plaintiff filing a detailed claim with Cal OES it simply responded “the GCP believes the court system is the appropriate means for resolution...”

Claims for money or damages presented not later than six months after accrual of the cause of action are timely, and the GCP believes the court system is the appropriate means for resolution of such claims because the issues presented are complex and outside the scope of analysis and interpretation typically undertaken by the GCP.

17. On August 29, 2024, Weber applied for and obtained an immediate “right-to-sue” letter from the State Civil Rights Department.

GENERAL ALLEGATIONS

18. Cal OES’s “Mission, Values, and Goals” are all related to “Integrity, Service, Respect, and Resiliency” yet those are just words on paper.

expected to follow our core values.

- **Integrity:** We maintain trust by fulfilling our mission with honesty, accountability, and transparency.
- **Service:** We are dedicated to carrying out the duties and responsibilities entrusted to us and upholding a shared and principled commitment to our mission.
- **Respect:** We recognize and value the diversity that exists within our organization, throughout our communities, and among our partners while demonstrating concern and compassion for all.
- **Resiliency:** We promote safe and prepared communities with the strength to withstand or rebound from any event or emergency.

1 19. In March 2008, Cal OES hired Rebecca Weber. She received constant praise,
2 merit pay increases, and promotions. She was deeply dedicated to serving communities in
3 providing disaster relief.

4 20. In 2015, Weber's family suffered a devastating hardship that required her to move
5 from Sacramento to Southern California. Weber told Cal OES about this hardship and was given
6 a full-time remote working position. This allowed Weber to more easily care for her long-term
7 partner, who suffers from a chronic, life-threatening medical condition.

8 21. While working remotely Weber remained a dedicated employee. So dedicated that
9 she continued to even while being evacuated from her house in 2017 and then continuing to work
10 from a hotel.

11 22. Around the beginning of July 2019, Weber began to be supervised by then-Deputy
12 Director Ryan Buras. At first, Buras was sometimes friendly and complementary towards Weber.
13 For example, after learning that Weber was unmarried with children, Buras told her that "I love
14 single moms" and that he would do what he could to help her out.

15 23. Overall, however, Buras was a tyrannical boss who routinely intimidated and
16 bullied his colleagues at Cal OES. Buras publicly bragged that "no matter what I do, I won't get
17 in trouble." Buras had political connections to high-ranking State officials (including his then-
18 wife). Also, he helped many Cal OES, state, and local governmental officials obtain their jobs.
19 Buras would purposefully help unqualified people obtain high-visibility and high-paying
20 positions. Accordingly, he would engage in illegal conduct without impunity.

21 **Weber tries to stop Buras from illegally distributing State funds.**

22 24. In 2020, Weber tried to stop Buras from misusing funds regarding the Lake Fire.
23 Weber told Buras and several other Cal OES employees that Buras was attempting to provide
24 state funding for the Lake Fire cleanup in a manner forbidden by state law. In August of 2020,
25 the Lake Fire destroyed several dozen residences in Los Angeles County. Because Buras had a
26 friendship with a Los Angeles County Office of Emergency Management employee, Buras
27 insisted on providing Los Angeles County with State cleanup funds for the Lake Fire.

1 25. Soon after, Weber found out Buras had reviewed her briefing on providing funding
2 for the Lake Fire. The briefing described why Buras had no legal authority to provide funding for
3 the Lake Fire. Buras then called out Weber asking, “are you trying to get me fired?” She
4 responded “no, we are doing our jobs and protecting the taxpayer dollars and following all codes
5 and regulations pertaining to the program and state disaster funding.”

6 26. Weber repeatedly told Buras that it was not possible to use State funds for the
7 Lake Fire cleanup effort. State funds could be released only if the Governor issued a state of
8 emergency proclamation. But the Lake Fire did not qualify as a state of emergency because it
9 was contained within Los Angeles County and did not require any mutual aid from a neighboring
10 county. Weber repeatedly explained this to Buras.

11 27. Weber also expressed her concerns to several other state employees. For example,
12 she told Cal OES’s general counsel, Alex Pal (now a Superior Court judge), that Buras’s plan was
13 illegal. Pal seemed to understand the issue and agreed with Weber’s analysis. Weber also told
14 Sean Smith about the issue, and Smith agreed with Weber that he did not see a legal way for State
15 funds to be released. Weber also spoke with a coworker about the issue and warned him not to
16 approve the use of any state funds for the Lake Fire cleanup.

17 28. Nevertheless, Buras ordered that State funds be diverted towards the Lake Fire
18 cleanup. On pressure from Buras, diverted funds from a different project towards the Lake Fire
19 cleanup. Buras’s justification was that it was “bad optics” to not help Los Angeles County
20 because FEMA was currently helping the County clean up private property debris from a
21 different, federally declared disaster (the Bobcat Fire). This justification was improper because
22 “bad optics” do not permit Cal OES to violate the law.

23 29. Buras was aware that his actions were illegal. Weber had repeatedly explained
24 why State funds could not be used for the cleanup effort. And after diverting state funds for the
25 project, Buras stated his intention to “make things right” by finding a way to get Los Angeles
26 County to pay the money back.

27 30. On information and belief, Los Angeles County’s budget documents indicate
28 receiving state funds for the Lake Fire cleanup efforts.

1 31. As a result of Weber's complaints about the Lake Fire funding, Buras instructed
2 her not to not communicate with Cal OES's legal department without first conferring with him.
3 Buras was determined to prevent Weber from again raising any red flags about his misconduct to
4 the legal department.

5 32. To take another example of how Buras retaliated against Weber for attempting to
6 comply with the law, in December of 2021 Buras had promised local governments 100% funding
7 for cleanup effort. When Weber told him that this was against the law, he became angry and
8 yelled and started shouting and Weber.

9 33. Buras created silos and cut off all communication, so staff were left clueless and
10 unprepared. Hindering communication in a very dynamic disaster response and recovery
11 environment caused utter chaos, which allowed Buras to manipulate not only the staff but also the
12 program he was responsible for overseeing.

13 34. Buras's shocking behavior extended to many other employees of Cal OES. For
14 example, in December 2021, Buras said that he "wanted her scalp" because an employee
15 supposedly turned in an assignment late (even though it was Buras, and not her, who was causing
16 the delays).

17 35. To take another example, Buras told a gay female employee that she was a
18 diversity hire because the State practiced affirmative action.

19 36. When Buras found out attractive women were leaving to potentially work at
20 FEMA, he confronted them and sought to get them to stay. The women were so uncomfortable
21 they reported the conduct, but the complaint was dismissed in its entirety. Buras then went to the
22 male employees that reported the incident and began retaliating against them.

23 37. Upon being hired Buras hired, beautiful women who were unqualified for the
24 positions they obtained. He then attempted to place their offices near his. For example, after
25 meeting a Division Chief who worked at a gym where she claims she was the "service Manger
26 (sic)" and previously the "aquatics supervisor", he hired her in or around October 2022 into a
27 management role that she had no relevant experience for. Under Buras she became a "Division
28

Chief” having just graduated college in 2021. Buras would later assign the young woman to be Weber’s supervisor (hereinafter “Division Chief”).

Weber is subjected to sexual harassment, gender discrimination, and retaliation at the hands of Buras.

38. Buras initially treated Weber with favor believing she was single. He would often attempt to engage Weber in lengthy, late-night telephone calls. During these calls, Buras would discuss personal matters, such as his failing marriage. He would also attempt to flatter and charm Weber. Due to the rambling, inappropriate nature of the calls—as well as the altered timbre of voice—Weber believed Buras was intoxicated.

39. Buras made continuous flattering comments to Weber until he saw Weber wearing a diamond ring on her finger and commented “I see you are no longer single now.”

40. After learning Weber had a partner Buras made it difficult for Weber to perform her job duties. He would not invite her to meetings to which she should have been invited. He would also leave her off email chains that she should have been on. When Weber was not aware of an email or meeting, Buras would accuse her of being incompetent.

41. Buras would also go behind Weber’s back to her federal counterparts and encourage those federal partners to change the information they had previously told Weber, which would then allow Buras to publicly humiliate Weber by saying she was “stupid” in front of her peers in meetings when the information was changed without her knowledge.

42. By preventing Weber from receiving communications she should have been receiving, Buras sabotaged her ability to do her job.

Buras’s Last Retaliatory Act Was Brutal

43. In 2023, Buras interfered with Weber’s ability to work remotely. Buras persuaded others to insist that Weber report to a physical Cal OES office more than 70 miles away from her remote work location.

44. He did this even though he knew that Weber’s partner had a chronic disease that required Weber to live near specialized medical care facilities in Los Angeles County. Despite Weber’s caretaking duties and eight years of successfully working remotely, Buras orchestrated a

1 campaign to require that Weber physically report to a Cal OES office in Orange County. Even
2 after Weber moved to Los Angeles County and asked for accommodation to work in Los Angeles
3 County offices, she was told she had to report to the Cal OES Office in Orange County.

4 45. Doing so caused her tremendous hardship, as reporting to the Cal OES Orange
5 County Office required spending hours in traffic each day, making it much more difficult to respond
6 to her partner's medical needs in the event of an emergency. Furthermore, this commute was
7 unnecessary, as 1) Weber had successfully worked remotely for eight years, 2) all of Weber's unit
8 coworkers were located in Sacramento; therefore, Weber had no team members to work with in
9 Orange County, and 3) there were state and county offices in Los Angeles County (where Weber
10 has resided since 2021) that Cal OES allows other staff to work from and that Weber could have
11 reported to as well, if needed.

12 46. Buras would also arbitrarily demand that Weber physically come to the Sacramento
13 office, even when there was no legitimate need for a visit. When Weber did physically come to the
14 Sacramento office, Buras would sometimes force her to work by herself in an isolated room without
15 windows, even though there were plenty of other better rooms available.

16 47. Weber sought accommodations but was sent to the newly hired Division Chief.

17 48. Weber pleaded with the Division Chief writing "my significant other..., still needs
18 my assistance as a result of his severe health condition...I am requesting temporary
19 accommodations...I appreciate your understanding." In response the Division Chief told Weber
20 she would have to work three days in the office or "take time off to tend to your significant other..."
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1 Hi [REDACTED],

2 While my health is improving, unfortunately my significant other, [REDACTED] (designated person), still needs
3 my assistance as a result of his severe health condition.

4 Therefore, I wanted to let you know I am in process of applying for FMLA/CFRA and/or a Reasonable
5 Accommodation so I can assist [REDACTED], and I am working with the Wellness & Disability Unit on these
6 requests.

7 In the meantime, while we are waiting for the medical certifications from [REDACTED] medical provider
8 and a determination from the Wellness & Disability Unit, I am requesting a temporary
9 accommodation to work 100 percent remotely from home. If that is not possible, I will need to take
10 additional time off and will use my annual leave to pay for the time off.

11 I appreciate your understanding and I look forward to your response.

12 I will plan to report to work remotely on Monday, October 16, 2023, pending your approval.

13 Thank you,
14 Becka

15 *****

16 I understand you are currently in the process of pursuing FMLA/CFRA to care for your significant other. While we await
17 the official determination from the Wellness & Disability Unit, we will need to get the standard hybrid work schedule (3
18 days in office, 2 days remote with Tuesday being one of the days in office) established. During the timeframe in which
19 the final determination is pending, if you need to take time off to tend to your significant other, please let me know
20 and it can be recorded and submitted using your leave balances.

21 49. Weber pleaded "Being over 70 miles away in an office is just too far to be from
22 [significant other] should he have a medical emergency. In So Cal traffic that is two to three
23 hours one way."

24 50. The Division Chief rarely communicated with Weber and began actively
25 retaliating against her for requesting reasonable accommodations. Given the Division Chief's
26 lack of experience, it was clear to Weber her actions were at Buras's direction.

27 51. Throughout late 2023 Weber continued to seek accommodations via the Division
28 Chief and human resources. In response on October 16, 2023, the Division Chief sent Weber a
letter of expectations regarding Weber's need for reasonable accommodations.

52. The Division Chief continuously refused to respond to any emails or provide
direction other than to seek to discipline Weber for taking protected leave. Weber repeatedly
informed Buras' hire her significant other has a terminal illness.

53. In November 2023, Weber reached out writing "I read Cal OES' revised RA
[reasonably accommodation] Policy dated March 2021, and while it references the ADA and
FEHA in the first sentence, I understand Cal OES is only implementing the RA laws under the

1 ADA, and not the expanded laws under FEHA. Also, the forms provided to fill out for an RA,
2 only address the employee...For background, my designated person's disability became classified
3 as terminal in 2017. At that time, Cal OES allowed me an RA for 100 percent telework because
4 under the FEHA, I was associated with a person with a disability and I was assisting in his daily
5 care. Six years later, I am being told Cal OES will no longer honor the RA I had been granted
6 under the previous administration....My ability to telework 100 percent for the past six years has
7 provided no undue hardship to Cal OES, yet withdrawing the RA from me now is literally created
8 a life and death situation for my family. I know of no legal or moral justification for these
9 actions."

10 I read Cal OES' revised RA Policy dated March 2021, and while it references the ADA and
11 FEHA in the first sentence, I understand Cal OES is only implementing the RA laws under the
12 ADA, and not the expanded laws under FEHA. Also, the forms provided to fill out for an RA,
only address the employee, and do not allow for the medical evaluation of an employee's
designated person who has the disability.

13 Would it be possible to obtain an explanation for why Cal OES does not allow for RAs that fall
14 under the state's expanded FEHA?

15 For background, my designated person's disability became classified as terminal in 2017. At
16 that time, Cal OES allowed me an RA for 100 percent telework because under the FEHA, I
17 was associated with a person with a disability and I was assisting in his daily care. Six years
18 later, I am now being told Cal OES will no longer honor the RA I had been granted under the
19 previous administration. Is that because Cal OES' updated policy of 2021 is only based on
20 the federal ADA, and not California's FEHA? I can assure you the RA has enabled me to work
21 efficiently without negative ramifications to Cal OES. To the contrary, I have received
22 excellent evaluations and praise from supervisors and executive staff for my dedication and
hard work. I have been available at all hours and for extended periods of time and have
been instrumental in assisting the agency's efforts to address statewide and local
emergencies. Before now, no one has ever mentioned any concern in regard to my status as
a remote worker. Instead, as I am sure you will agree, we employees of Cal OES have
worked well together to the benefit of the people of California. My ability to telework 100
percent for the past six years has provided no undue hardship to Cal OES, yet withdrawing
the RA from me now is literally creating a life and death situation for my family. I know of no
legal or moral justification for these actions.

23 Please clarify the authority under which Cal OES is revoking my prior RA from 2017. I look
24 forward to your response.

25 Thank you,
26 Becka

27 54. In the end, Cal OES refused to provide Weber with work-from-home
28 accommodations or to allow her to work closer to her house.

1 55. Cal OES refused to accommodate Weber and instead forced her to take leave on
2 the days it was forcing her to work in the office.

3 56. Cal OES then scrutinized her leave. The Division Chief, with no human resources
4 experience, wrote, "On November 12, 2023; November 14, 2023; and November 17, 2023 [you
5 submitted request] to take care of your designated person. However, I was off on November 8-10,
6 2023...Did you reach out to another Branch Chief or Assistant Director to obtain approval for
7 these time off requests, nice I was off on November 9, 2023?"

8 On November 14, 2023, I saw that on November 9, 2023, you submitted time-off requests to me
9 through Lotus Notes for November 13, 2023; November 14, 2023; and November 17, 2023, to take
10 care of your designated person. However, I was off on November 8-10, 2023, as the team was aware
11 and as was reflected on my Outlook calendar and automated replies. Did you reach out to another
12 Branch Chief or Assistant Director to obtain approval for these time off requests, since I was off on
November 9, 2023? I have attached a copy of your most recent signed Expectations Memo for your
reference. Please refer to page 6 which states, "It is your responsibility to obtain approval for use of
leave. Leaving a voicemail message or sending a text does not establish approval; it does not relieve
you of your requirement to obtain approval."

13 57. The Division Chief went on to threaten "Please note this is a requirement under the
14 Vacation/Annual Leave portion of your Standard Expectations Memo, and failure to follow these
15 protocols, as stated in my previous email on October 19, 2023, may result in corrective action and
16 will not be permissible moving forward...Failure to submit the medical note to me by
17 COB...may result in your absences...being unapproved and reported as Absence Without Leave
18 (AWOL)...I plan to review your time off request on a case-by-case basis..."

1 Additionally please refer to my previous email dated October 19, 2023, stating, "If you find you may
2 need an extension of this time off request, please inform me immediately **and** submit through the
3 proper channels so I can review and re-evaluate when that time comes". Please also see page 6 of
4 your Expectations Memo which states, "... please submit a 'Request for Time Off' using the PTR
5 database in Lotus Notes as soon as you are aware you need to use leave and update your Outlook
6 calendar." As of close of business November 14, 2023, your Outlook calendar does not reflect your
7 request for time off for November 13, 2023, and November 14, 2023. Please note this is a requirement

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8 under the Vacation/Annual Leave portion of your Standard Expectations Memo, and failure to follow
9 these protocols, as stated in my previous email on October 19, 2023, may result in corrective action
10 and will not be permissible moving forward.

11 Since you have not been approved for FMLA/CFRA yet, I will need a medical note that excuses you
12 from work on November 13, 2023; November 14, 2023; and November 17, 2023, in order to allow you
13 to use Annual Leave for those dates. Please submit the medical note to me by COB November 17,
14 2023. Failure to submit the medical note to me by COB November 17, 2023, may result in your
15 absences from November 13, 2023; November 14, 2023; and November 17, 2023, in being
16 unapproved and reported as Absence Without Leave (AWOL).

17 58. Weber responded writing "As a reminder, I am using my annual leave to care for
18 my designated person which is specifically authorized under the amendments to the California
19 Healthy Workplace Healthy Families Act as of January 1, 2023 (AB 1041). As you know, my
20 designated person/significant other... has terminal health issues which require me to be accessible
21 and within a short distance from our residence... Cal OES is well aware of my efforts to take
22 protected leave, and the reasons that leave is necessary. Under the circumstances, if you elect to
23 classify me as AWOL for my attempts to take this leave, I believe that would be not only
24 retaliatory, but also a violation of the California law, including CFRA, FEHA and Labor Code
25 1102.5"

26 59. Weber was ostracized by her colleagues as retaliation for her legally protected
27 complaints about her treatment. The Division Chief intentionally excluded Weber from events.
28 For example, Weber was the only employee who did not get an invite to the 2023 holiday
gathering at the Sacramento Zoo. Her supervisor, the Division Chief, and others would also
routinely ignore Weber's emails and avoid speaking with her.

Random notes



Weber, Rebecca@CalOES <Rebecca.Weber@CalOES.ca.gov>
To: Weber, Rebecca@CalOES



Reply

Reply All

Forward



Thu 12/21/2023 4:59 PM

Another week has gone by where [REDACTED] hasn't spoken with me. I returned October 16, 2023. She sent one email asking me to sign an employee expectation memo on Tuesday (12/19). No response from her after I sent her the signed memo on Wednesday (12/20). There was a team holiday gathering at the Sacramento Zoo on Wednesday. [REDACTED] never told me about it and never included me in any way. So, I wasn't invited to the holiday festivities with my team. I will turn in my weekly status report to [REDACTED] tonight as a normally do. She has yet to respond to those emails either. It's like I don't exist. The message is clear ... she has either been told to ignore me (which is abusive) or she has just chosen to ignore me (which is abusive and immature). I'm grateful I live so far away from Cal OES ... it has turned into an agency full of anger, hatred, and abuse. I truly don't belong there and I am hopeful the New Year brings a better job ... one where I am respected again.

Yes, my significant other has a terminal disability, but he has since 2017. While he may have tough days, it has never impacted my work at Cal OES. However, Cal OES sees this as an opportunity to push me out by using my significant other as a punishment. I am being discriminated against and retaliated against (probably stemming from turning down Ryan Buras' advances on multiple occasions). But oh well ... I don't need to give them my time or energy ... I will give my significant other and my kiddos my precious time and energy instead. Happy Holidays

Rebecca (Becka) Weber

60. Eventually, the harassment, discrimination, and retaliation became so severe that as a result Weber was constructively discharged in February 2024.

FIRST CAUSE OF ACTION
HOSTILE WORK ENVIRONMENT BASED ON SEX
IN VIOLATION OF THE FEHA, CAL. GOV. CODE § 12900 et seq.
(AGAINST ALL DEFENDANTS)

61. PLAINTIFF re-alleges and incorporates by reference the allegations contained in the preceding paragraphs fully as though set forth at length herein.

62. California Government Code Section 12940(j)(1) makes it an unlawful employment practice for an employer “because of . . . sex [or] gender . . . to harass an employee”

63. Cal OES, the STATE OF CA, and each of them, are “employers” within the meaning of California Government Code Section 12940(j)(4)(A), and are subject to FEHA as employers of one (1) or more persons.

1 64. The harassing conduct was so severe and/or pervasive as to alter the conditions of
2 PLAINTIFF'S employment and created a hostile and abusive work environment that affected
3 tangible aspects of her compensation, terms, conditions, and/or privileges of employment.

4 65. The harassing conduct was so widespread and/or persistent that a reasonable
5 person in PLAINTIFF'S circumstances would have considered the work environment to be
6 hostile and/or abusive, and PLAINTIFF in fact considered the work environment created by
7 DEFENDANTS, and each of them, to be hostile and/or abusive.

8 66. DEFENDANTS, and each of them, including supervisors and/or agents knew or
9 should have known of the harassing conduct and failed to take immediate and appropriate
10 corrective action.

11 67. DEFENDANTS, and each of them, are vicariously and strictly liable under FEHA
12 for sex and/or gender-based harassment of PLAINTIFF because they and/or their agents and/or
13 supervisors, knew or should have known of the harassment conduct and failed to take immediate
14 and appropriate corrective action.

15 68. As a direct and proximate result of the acts of DEFENDANTS, and each of them,
16 as alleged above, PLAINTIFF has suffered and will continue to suffer economic damages,
17 including lost wages and benefits, and other compensatory damages in an amount to be
18 ascertained at the time of trial.

19 69. As a further direct and proximate result of the acts of DEFENDANTS, and each of
20 them, as alleged above, PLAINTIFF has suffered mental, physical, and emotional distress,
21 including but not limited to humiliation, anxiety, nervousness, depression, sleeplessness, and has
22 been generally damaged in an amount to be ascertained at the time of trial.

23 70. As a further direct and proximate result of the acts of DEFENDANTS, and each of
24 them, as alleged above, PLAINTIFF will continue to expend sums in the future for the treatment
25 of the emotional, physical, and mental injuries sustained by PLAINTIFF as a result of said
26 DEFENDANTS', and each of their, acts in an amount to be ascertained at the time of trial.

27 71. As a further direct and proximate result of the above-described acts of
28 DEFENDANTS, and each of them, PLAINTIFF has incurred attorney's fees and costs and,

1 pursuant to the provisions of California Government Code Section 12965(b), PLAINTIFF is
2 entitled to the reasonable value of such attorney's fees.

3
4 **SECOND CAUSE OF ACTION**
5 **DISCRIMINATION BASED ON SEX AND/OR GENDER**
6 **IN VIOLATION OF THE FEHA, CAL. GOV. CODE § 12900 et seq.**
7 **(AGAINST CAL OES & STATE OF CA)**

8 72. PLAINTIFF re-alleges and incorporates by reference the allegations contained in
9 the preceding paragraphs fully as though set forth at length herein.

10 73. California's Fair Employment and Housing Act ("FEHA") prohibits
11 discriminating against an employee in the workplace "because of race, religious creed, color,
12 national origin, ancestry, physical handicap, medical condition, marital status, sex or age" and
13 retaliation for complaining of discrimination.

14 74. At all relevant times, PLAINTIFF was (1) a member of a protected class [woman];
15 (2) was denied the ability to work remotely without justification, was subjected to unwanted
16 questioning and banter about her relationship status, was ostracized, and was subjected to verbal
17 abuse; (3) her sex and gender were a substantial motivation for the adverse actions she
18 experienced; and (4) DEFENDANTS the State and Cal OES are liable for the discrimination.
19 Several supervisors within Cal OES were aware of the discrimination but did nothing to stop it.

20 75. As a result of DEFENDANTS' actions, PLAINTIFF sustained economic damages
21 to be proven at trial. As a further result of DEFENDANTS' actions, PLAINTIFF suffered non-
22 economic losses including, but not limited to, emotional distress resulting in damages to be
23 proven at trial.

24 76. By reason of the conduct of DEFENDANTS, as alleged herein, PLAINTIFF has
25 necessarily retained attorneys to prosecute the within action. PLAINTIFF therefore is entitled to
26 reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
27 incurred in bringing the within action.

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THIRD CAUSE OF ACTION
FAILURE TO PREVENT HARASSMENT AND DISCRIMINATION
BASED ON SEX AND/OR GENDER
IN VIOLATION OF THE FEHA, CAL. GOV. CODE § 12900 et seq.
(AGAINST CAL OES & STATE OF CA)

77. PLAINTIFF re-alleges and incorporates by reference the allegations contained in the preceding paragraphs fully as though set forth at length herein.

78. In violation of the FEHA, DEFENDANTS failed to take all reasonable steps necessary to prevent discrimination and harassment against Weber and employees of Cal OES.

79. In perpetrating the above-described conduct, DEFENDANTS engaged in a pattern, practice, policy, and custom of unlawful discrimination. Said conduct on the part of Cal OES and DOES 1-100, and each of them, constituted a policy, practice, tradition, custom, and usage that denied PLAINTIFF protections of the FEHA.

80. At all relevant time periods Cal OES and DOES 1-100, and each of them established a policy, custom, practice, or usage within the organization of Cal OES that condoned, encouraged, tolerated, sanctioned, ratified, approved of, and/or acquiesced in unlawful harassment and discrimination towards employees of Cal OES including, but not limited to, PLAINTIFF.

81. At all relevant time periods there existed within the organization of Cal OES a pattern and practice of conduct by its personnel that resulted in harassment and discrimination including, but not limited to, conduct directed at PLAINTIFF.

82. On information and belief, Cal OES did not provide adequate harassment and discrimination training with respect to its employees and managers.

83. DEFENDANTS, and each of them were put on notice that they might be committing harassment and discrimination in the workplace and/or are strictly liable for the discriminatory behaviors. Once DEFENDANTS were put on notice that they might be committing discrimination in the workplace, it was a reasonable step to conduct a thorough investigation into whether there was harassment and discrimination in the workplace.

1 DEFENDANTS, and each of them, failed to take this reasonable step of conducting a thorough
2 investigation into PLAINTIFF'S complaint of harassment and discrimination in the workplace.

3 84. DEFENDANTS and each of them, knew, or reasonably should have known, that
4 the failure to provide any or adequate education, training, and information as to their personnel
5 policies and practices regarding harassment and discrimination would result in retaliation.
6 Providing adequate education, training, and information as to their personnel policies and
7 practices regarding harassment and discrimination was a reasonable step that they could have
8 taken, but did not take, to prevent harassment and discrimination in the workplace.

9 85. The failure of DEFENDANTS, and each of them, to take the above-mentioned
10 reasonable steps to prevent harassment and discrimination constituted deliberate indifference to
11 the rights of employees of Cal OES including, but not limited to, those of PLAINTIFF.

12 86. By reason of the conduct of DEFENDANTS, as alleged herein, PLAINTIFF has
13 necessarily retained attorneys to prosecute the within action. PLAINTIFF therefore is entitled to
14 reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
15 incurred in bringing the within action.

16 87. The above harassing and discriminatory conduct and failure to take reasonable
17 steps to prevent the same violates California's FEHA, Cal. Gov. Code §§ 12940 *et seq.*, and
18 California public policy and entitles PLAINTIFF to all categories of damages.

19
20 **FOURTH CAUSE OF ACTION:**
21 **RETALIATION – CALIFORNIA LABOR CODE**
22 **VIOLATION OF CALIFORNIA LABOR CODE § 1102.5 (A) - (C)**
(AGAINST CAL OES & STATE OF CA)

23 88. PLAINTIFF re-alleges and incorporates by reference the allegations contained in
24 the preceding paragraphs fully as though set forth at length herein.

25 89. California Labor Code Section 1102.5(a) provides: "An employer may not make,
26 adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing
27 information to a government or law enforcement agency, where the employee has reasonable
28

1 cause to believe that the information discloses a violation of state or federal statute, or a violation
2 or noncompliance with a state or federal rule or regulation.”

3 90. California Labor Code Section 1102.5(b) provides: “An employer, or any person
4 acting on behalf of the employer, shall not retaliate against an employee for disclosing
5 information, or because the employer believes that the employee disclosed or may disclose
6 information, to a government or law enforcement agency, to a person with authority over the
7 employee or another employee who has the authority to investigate, discover, or correct the
8 violation or noncompliance, or for providing information to, or testifying before, any public body
9 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe
10 that the information discloses a violation of state or federal statute, or a violation of or
11 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing
12 the information is part of the employee's job duties.”

13 91. California Labor Code Section 1102.5(c) provides: “An employer may not retaliate
14 against an employee for refusing to participate in an activity that would result in a violation of
15 state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.”

16 92. Weber was retaliated against, in part, because she blew the whistle on and refused
17 to participate in Buras’s illegal schemes, such as his efforts to divert funds to the Lake Fire
18 cleanup effort.

19 93. This statutory scheme explicitly protects State employees. “For purposes of
20 Sections 1102.5, 1102.6, 1102.7, 1102.8, 1104, and 1105, ‘employee’ includes, but is not limited
21 to, any individual employed by the state or any subdivision thereof” Lab. Code, § 1106.

22 94. Weber could establish the elements of either § 1102.5(b) or § 1102.5(c). Weber
23 warned several State employees (including Buras) that Buras’s plans to help fund the Lake Fire
24 was likely illegal. And Weber refused to assist in the plan. When she did so, Buras became
25 enraged and intensified his campaign of retribution against her.

FIFTH CAUSE OF ACTION:
DISCRIMINATION AGAINST SOMEONE
ASSOCIATED WITH A DISABLED PERSON
GOV. CODE § 12926(o)
(AGAINST CAL OES & STATE OF CA)

95. PLAINTIFF re-alleges and incorporates by reference the allegations contained in the preceding paragraphs fully as though set forth at length herein.

96. The State and Cal OES discriminated against Weber because she was associated with someone who is disabled. And even though the State and Cal OES could have easily accommodated her association with her disabled partner, they refused to do so for arbitrary reasons.

97. FEHA protects not only the disabled, it also protects those who are “associated with” a disabled person. Gov. Code § 12926(o) (“[P]hysical disability, mental disability, medical condition . . .’ includes . . . that the person is associated with a person who has, or is perceived to have, any of those characteristics.”) “Accordingly, when FEHA forbids discrimination based on a disability, it also forbids discrimination based on a person’s association with another who has a disability.” *Castro-Ramirez v. Dependable Highway Express, Inc.* (2016) 2 Cal.App.5th 1028, 1036.

98. The State and Cal OES discriminated against Weber because her long-term partner suffered from a serious kidney disease. Weber was ostracized by their colleagues and forced to take on a punishing and unnecessary commute because of her association with a disabled partner.

99. By reason of the conduct of DEFENDANTS, as alleged herein, PLAINTIFF has necessarily retained attorneys to prosecute the within action. PLAINTIFF therefore is entitled to reasonable attorney’s fees and litigation expenses, including expert witness fees and costs, incurred in bringing the within action.

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SIXTH CAUSE OF ACTION
FOR FAILURE TO ACCOMMODATE DISABILITY IN VIOLATION OF FEHA
CAL. GOV. CODE, § 12900, et seq.
(AGAINST CAL OES & STATE OF CA)

100. PLAINTIFF re-alleges and incorporates by reference the allegations contained in the preceding paragraphs fully as though set forth at length herein.

101. FEHA requires an employer to make reasonable accommodations for the disability of employees (or those associated with an employee) to enable them to perform a position's essential functions, unless doing so would produce undue hardship to the employer's operations. Cal. Gov. Code, § 12940(m); *Castro-Ramirez v. Dependable Highway Express, Inc.*, 2 Cal.App.5th 1028, at 1038–1039 (2016) (“Accordingly, when section 12940, subdivision (m) requires employers to reasonably accommodate ‘the known physical ... disability of an applicant or employee,’ read in conjunction with other relevant provisions, subdivision (m) may reasonably be interpreted to require accommodation based on the employee’s association with a physically disabled person.”)

102. The State and Cal OES failed to reasonably accommodate the fact that Weber's long-term partner suffered from a serious kidney disease. The State and Cal OES could have easily accommodated Weber by allowing her to work from home, as she had done successfully for many years. Because they failed to do so, Weber was forced to take on a punishing and unnecessary commute.

103. By reason of the conduct of DEFENDANTS, as alleged herein, PLAINTIFF has necessarily retained attorneys to prosecute the within action. PLAINTIFF therefore is entitled to reasonable attorney's fees and litigation expenses, including expert witness fees and costs, incurred in bringing the within action.

SEVENTH CAUSE OF ACTION
FOR FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF
FEHA CAL. GOV. CODE, § 12900, et seq.
(AGAINST CAL OES & STATE OF CA)

104. PLAINTIFF re-alleges and incorporates by reference the allegations contained in the preceding paragraphs fully as though set forth at length herein.

1 105. FEHA makes it an unlawful employment practice for an employer to fail to engage
2 in a timely, good faith, interactive process with an employee to determine effective reasonable
3 accommodations, if any, in response to a request for reasonable accommodation by an employee
4 with a known physical or mental disability or medical condition. (Cal. Gov. Code, § 12940(n).)

5 106. Weber notified DEFENDANTS of her need for a reasonable accommodation for
6 her partner's disability (working from home). However, DEFENDANTS failed to engage in a
7 good-faith interactive process. Instead, they stated—in conclusory fashion—that Weber would
8 need to regularly come into the office, even though she had successfully worked remotely for
9 many years in the past.

10 107. By reason of the conduct of DEFENDANTS, as alleged herein, PLAINTIFF has
11 necessarily retained attorneys to prosecute the within action. PLAINTIFF therefore is entitled to
12 reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
13 incurred in bringing the within action.

14
15 **EIGHTH CAUSE OF ACTION**
16 **FOR UNLAWFUL RETALIATION IN VIOLATION OF FEHA**
17 **CAL. GOV. CODE, § 12900, et seq.**
18 **FOR SEEKING DISABILITY ACCOMMODATIONS**
19 **(AGAINST CAL OES & STATE OF CA)**

20 108. PLAINTIFF re-alleges and incorporates by reference the allegations contained in
21 the preceding paragraphs fully as though set forth at length herein.

22 109. California Government Code section 12940(h) provides that it is an unlawful
23 employment practice “[f]or any employer . . . or person to discharge, expel, or otherwise
24 discriminate against any person because the person has opposed any practices forbidden under
25 this part or because the person has filed a complaint, testified, or assisted in any proceeding under
26 [FEHA].”

27 110. Weber exercised her rights under FEHA and engaged in legally protected activity,
28 including but not limited to by notifying DEFENDANTS of her partner's disability and need for
an accommodation and complaining about DEFENDANTS' failure and refusal to reasonably

1 accommodate her. As a result of her protected conduct, Weber was ostracized by her colleagues
2 and forced to take on a punishing and unnecessary commute because she attempted to assert her
3 rights under FEHA.

4 111. By reason of the conduct of DEFENDANTS, as alleged herein, PLAINTIFF has
5 necessarily retained attorneys to prosecute the within action. PLAINTIFF therefore is entitled to
6 reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
7 incurred in bringing the within action.

8
9 **NINTH CAUSE OF ACTION**
10 **FOR VIOLATION OF/INTERFERENCE WITH THE CALIFORNIA**
11 **FAMILY RIGHTS ACT (CFRA)**
12 **CAL. GOV. CODE, §§ 12900, et seq. and 12945.2**
13 **(AGAINST CAL OES & STATE OF CA)**

14 112. PLAINTIFF re-alleges and incorporates by reference the allegations contained in
15 the preceding paragraphs fully as though set forth at length herein.

16 113. It is an unlawful employment practice under California Government Code section
17 12945.2, commonly known as the California Family Rights Act ("CFRA"), to interfere with,
18 restrain, or deny the exercise of, or the attempt to exercise any right provided under CFRA. Cal.
19 Gov. Code, § 12945.2(q). A CFRA interference claim "requires only that the employer deny the
20 employee's entitlement to CFRA-qualified leave." *Moore v. Regents* (2016) 248 Cal.App.4th 216.

21 114. DEFENDANTS are employers subject to the CFRA in that DEFENDANTS
22 employ 50 or more employees for each working day during each of 20 or more calendar
23 workweeks in the current or preceding calendar year.

24 115. Section 12945.2, subdivision (a), provides that the Fair Employment and Housing
25 Commission "shall adopt a regulation specifying the elements of a reasonable request" for leave
26 under CFRA. California Code of Regulations, title 2, section 11088, subdivision (b)(2) provides:
27 "A request to take a CFRA leave is reasonable if it complies with any applicable notice
28 requirements, as specified in section 11091." A reasonable request is described in relevant parts

1 as “at least verbal notice sufficient to make the employer aware that the employee needs CFRA
2 leave, and the anticipated timing and duration of the leave.”

3 116. Weber provided DEFENDANTS with reasonable notice that she needed leave, in
4 writing and verbally. Weber also provided DEFENDANTS with information regarding the
5 duration of her leave.

6 117. Weber exercised her right to take CFRA leave for a qualifying CFRA purpose
7 (family care for her sick long-time partner.)

8 118. DEFENDANTS interfered with Weber’s ability to take CFRA protected leave by
9 unnecessarily stringing out the CFRA application process, requiring her to jump through
10 bureaucratic hoops others were not required to jump through, and intimidating Weber throughout
11 the process (for example, by threatening to mark her as “AWOL” for taking off time to take care
12 of her partner before Cal OES finalized her leave plan).

13 119. As a further direct and proximate result of the acts of DEFENDANTS as alleged
14 above, Weber has suffered mental, emotional, and/or physical distress, and has been generally
15 damaged in an amount to be ascertained at the time of trial.

16 120. As a further direct and proximate result of the above-described acts of
17 DEFENDANTS, Weber has incurred attorney’s fees and costs and, pursuant to the provisions of
18 California Government Code section 12965(b), Weber is entitled to the reasonable value of such
19 attorney’s fees.

20 121. The conduct of DEFENDANTS as alleged above, was a substantial factor in
21 causing Weber harm, as described above.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF prays judgment as against all DEFENDANTS, and each of
24 them, as follows:

25 1. For compensatory damages against all DEFENDANTS, and each of them,
26 according to proof;

27 2. For special damages against as according to law against any DEFENDANT
28 allowable via law, and each of them, according to proof;

1 3. For general damages against all DEFENDANTS, and each of them, according to
2 proof;

3 4. For costs pursuant to California Code of Civil Procedure section 1032, or as
4 otherwise provided by law;

5 5. For prejudgment interest;

6 6. For an award of costs and attorney's fees, in an amount the court determines to be
7 reasonable, as authorized by the provisions of Government Code section 12965(b), Code of Civil
8 Procedure section 1021.5, or as otherwise provided by law;

9 7. For equitable relief, including injunctive relief where available, including, but not
10 limited to, quantum meruit for services performed, and injunctive relief pursuant to *Harris v. City*
11 *of Santa Monica* (2013) 56 Cal.4th 203;

12 8. PLAINTIFF seeks injunctive relief requiring Cal OES to provide in-person sexual
13 harassment training, conduct a full investigation into Ryan Buras's conduct towards female
14 employees and for all employees that failed to take action to be removed from their positions; and

15 9. For such other and further relief as the court deems just and proper.

16
17 Dated: September 30, 2024

GOMERMAN | BOURN & ASSOCIATES

18
19 By: Maria Bourn
20 MARIA BOURN
21 Attorney for Plaintiff

22 **DEMAND FOR JURY TRIAL**

23 PLAINTIFF Rebecca Weber demands a trial by jury as to all issues so triable.

24
25 Dated: September 30, 2024

GOMERMAN | BOURN & ASSOCIATES

26
27 By: Maria Bourn
28 MARIA BOURN
Attorney for Plaintiff

VERIFICATION

I, REBECCA WEBER, have read the foregoing **PLAINTIFF'S VERIFIED COMPLAINT**, and I know the contents thereof. The same is true of my own knowledge, except for those matters stated upon my information and belief and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Verification was executed on 9/30/2024, at Los Angeles, California.


Rebecca Weber (Sep 30, 2024 20:13 PDT)

Rebecca Weber
Plaintiff