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 Julia CrowleyFarenga

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

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 10 JULIA CROWLEYFARENGA, an
 individual,

11 Plaintiff,

12 vs.

13 SPACE EXPLORATION TECHNOLOGIES,
 14 CORP. a Delaware corporation; and DOES 1
 through 50, inclusive,

15 Defendants.

Case No. **20STCV32031**

COMPLAINT FOR DAMAGES

1. **DISCRIMINATION IN VIOLATION OF THE FAIR EMPLOYMENT & HOUSING ACT (“FEHA”) – GOVERNMENT CODE SECTION 12940 et seq.; and**
2. **RETALIATION IN VIOLATION OF FEHA; and**
3. **FAILURE TO PREVENT DISCRIMINATION & RETALIATION IN VIOLATION OF FEHA**

[DEMAND FOR JURY TRIAL]

1 Plaintiff Julia CrowleyFarenga (“Plaintiff” or “CrowleyFarenga”) alleges as follows on
2 knowledge as to herself and her known acts, and on information and belief as to all other matters:

3 **I.**

4 **PARTIES**

5 1. At the relevant times mentioned herein, Plaintiff was jointly employed by Defendant
6 Space Exploration Technologies, Corp. (“Defendant,” the “Company” or “Defendants” (with DOES)).
7 The unlawful conduct alleged herein occurred in Los Angeles County.

8 2. At the relevant times mentioned herein, Defendant was a Delaware Corporation with its
9 principal place of business in Los Angeles County.

10 3. At the relevant times mentioned herein, Defendant was an “employer” of Plaintiff as such
11 term is defined by California Government Code section 12926(d) in that they regularly employed five
12 (5) or more persons such that it was at all times subject to the Fair Employment and Housing Act (the
13 “FEHA”).

14 4. At all material times mentioned herein, Defendants and each DOE defendant was an
15 agent, employee and/or partner of the remaining Defendant, including the DOE Defendant, and, in doing
16 the things alleged herein, was acting within the scope of such agency, employment and/or partnership
17 with the permission, authority and/or consent of his, her or its co-Defendant.

18 5. At all times mentioned herein, Defendants acted in concert, and/or as alter egos of each
19 other, or otherwise are jointly liable for the unlawful conduct complained of herein. Indeed, Defendants
20 handle certain aspects of their employer-employee relationships jointly and are a single employer, joint
21 employer and/or integrated enterprise. Defendants at the relevant times were a single employer, joint
22 employer and/or an integrated enterprise employing Plaintiff.

23 6. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES
24 1 through 50, inclusive, and therefore sue these defendants by such fictitious names. Plaintiff will amend
25 this Complaint to allege the true names and capacities of said defendants when the same has been
26 ascertained. Each of the fictitiously named defendants is responsible in some manner for the acts
27 complained of herein. Unless otherwise stated, all references to named defendants shall include DOE
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1 defendants as well.

2 **II.**

3 **JURISDICTION AND VENUE**

4 7. Jurisdiction and venue are proper in this Court because all of the claims alleged herein
5 arose substantially in Los Angeles County and all of the defendants are doing or did business or reside
6 in Los Angeles County, and/or their principal place of business is in Los Angeles County, in each case,
7 at the times relevant herein. *See also* Govt. Code § 12965(b).

8 8. The amount in controversy in this matter exceeds the jurisdictional limits of this Court,
9 exclusive of interest and costs.

10 **III.**

11 **FACTUAL ALLEGATIONS**

12 9. CrowleyFarenga started working for the Company as a summer intern while in college in
13 or around June 2015. She worked for the Company again during the 2016 and 2017 summers. During
14 each of her summers, she worked for the propulsion department with manager Erik Palitsch.

15 10. During her third summer, in or around June 2017, CrowleyFarenga complained to the
16 human resources department that Palitsch was subjecting her to gender/sexual harassment.

17 11. CrowleyFarenga told the human resources professional that spoke to her that Palitsch was
18 coercing her to meet with him for 1.5 to 2 hours for “one on-one-manager meetings.” That is, the
19 meetings would be scheduled for 30 minutes, but he would continue then for up to two hours without
20 any legitimate need. She also explained at that meeting or a later date that his other interns over the
21 years, who were all male, met with him for no more than 30 minutes for these meetings. She further
22 explained that Palitsch would almost entirely talk about non-work-related topics during their meetings.

23 12. CrowleyFarenga further told the human resources professional that Palitsch had told her
24 that she “talks to men too much.” She also told HR that he told her that she was a “social butterfly,”
25 that she was “never at [her] desk,” and that she was “always at the coffee cart and froyo stand.” The
26 general idea that CrowleyFarenga articulated was that Palitsch wanted her to refrain from talking to men
27 at the Company as much as possible. Indeed, it even seemed to her that he wanted her to refrain even
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1 when it was necessary for work. In other words, it appeared to her that he was acting possessive and
2 jealous.

3 13. CrowleyFarenga also told HR that Palitsch had told her, “you are unique, I could spend
4 the rest of my life trying to figure you out,” and that she felt very uncomfortable with her manager
5 making such a comment without any indication from her that it may be invited.

6 14. CrowleyFarenga also told HR that once when Palitsch saw her talk to a man that he did
7 not recognize, Palitsch asked “was that your boyfriend?” and he further stated “be careful who you are
8 seen talking to, people may get the wrong impression about why you are here.”

9 15. CrowleyFarenga also told HR that Palitsch told her that he wished he was out with her
10 during a meeting – specifically, he said “wouldn’t this [meeting] be better if we were at Harry Potter
11 World” or similar words. In context, he was saying that he wanted to go Harry Potter World with her
12 and only her.

13 16. Generally, CrowleyFarenga painted a picture of protracted gender and/or sexual
14 harassment towards her. She told HR that Palitsch was controlling towards her and only her, and that
15 he made several unwelcome advances towards her, and only would become more even controlling when
16 she did not reciprocate.

17 17. After the meeting with HR, CrowleyFarenga met with Will Heltsley, the Vice President
18 of Propulsion to tell him about the gender and sexual harassment detailed above. In that meeting,
19 Heltsley told her that he believed that there is “some problematic behavior happening” and that he was
20 going to talk to Palitsch’s male intern to find out if “this is happening because Erik is Erik or because
21 you are you.”

22 18. At that meeting, Heltsley offered to transfer CrowleyFarenga to a different team, and
23 CrowleyFarenga accepted as she felt that she had no choice but to accept or work with Palitsch.

24 19. After five performance reviews that indicated CrowleyFarenga met expectations, her
25 sixth and last performance review at the Company in August 2017 was negative. Though she received
26 a negative review, she had frequently asked for feedback during the term of her internship and she had
27 been told that she was doing fine.
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1 20. When the extern term ended, CrowleyFarenga was not extended an offer to return to the
2 Company upon graduation from her master's degree program, which would been complete in the
3 subsequent academic year. At that time, CrowleyFarenga's new manager, Ron Bates, told her that she
4 is not getting an offer because there are insufficient open positions, but that she should check in with
5 him in the fall about a potential job.

6 21. Later, in or around January 2018, Heltsley told CrowleyFarenga that she was not getting
7 an offer because of low performance, but that she was still eligible for rehire.

8 22. In or around January 2018, CrowleyFarenga was interviewing with the Customer
9 Operations & Integration Department (it may have had a different formal name) at the Company for a
10 job after graduation. She was told by Damaris Toepel, who was a lead engineer in the department, that
11 CrowleyFarenga was very well liked by those who interviewed her, and that there was "no indication"
12 that she would not get the job. CrowleyFarenga was also told by her recruiter that she would get the
13 job pending a rubber stamp from certain executives at the Company. CrowleyFarenga was not extended
14 an offer for that position. She was told that the Company wanted someone with more experience. But
15 she later learned that Heltsley had stopped her from being hired.

16 23. CrowleyFarenga's gender and her complaints about gender and sex harassment were
17 substantial motivating factors in the failure of the Company to hire her on fulltime or on an indefinite
18 basis after her master's program was complete.

19 24. The misconduct, as described above, was performed or ratified by managing agents of
20 the Company, including, but not limited to Palitsch, Heltsley, Bates, and Toepel (collectively, the
21 "Managing Agents"). The Managing Agents were each responsible for overseeing a substantial portion
22 of the companies' business operations, and each exercised substantial discretionary authority over vital
23 aspects of such operations including without limitation the investigation of sexual harassment
24 complaints. The Managing Agents engaged in malicious and oppressive conduct that justifies an award
25 of punitive damages.

26 25. In committing the foregoing acts as set forth above, the Managing Agents willfully
27 disregarded Plaintiff's right to be free from unlawful discrimination and retaliation.
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1 36. California Government Code section 12940(h) makes it an unlawful employment practice
2 for an employer to “discharge, expel, or otherwise discriminate against any person because the person
3 has opposed any practices forbidden under [the FEHA] or because the person has filed a complaint,
4 testified, or assisted in any proceeding under [the FEHA].”

5 37. Defendants retaliated against Plaintiff for making complaints about discrimination and
6 harassment on the basis of sex and gender. Specifically, Defendants subjected Plaintiff to retaliatory
7 adverse employment actions by transferring her and failing to hire her, without limitation.

8 38. As a proximate result of the conduct of Defendants, Plaintiff suffered and continues to
9 suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to
10 proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
11 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue,
12 and anxiety. The amount of Plaintiff’s damages will be ascertained at trial.

13 39. The act of oppression, fraud, and/or malice were engaged in by employees and Managing
14 Agents of Defendants. Defendants had advance knowledge of the unfitness of each employee and/or
15 agent who acted with oppression, fraud, and/or malice, and/or authorized or ratified the wrongful conduct
16 for which an award of punitive damages is sought, and/or was personally guilty of oppression, fraud,
17 and/or malice. The advance knowledge and conscious disregard, authorization, ratification, or act of
18 oppression, fraud, and/or malice was committed by or on part of an officer, director, or managing agent
19 of Defendants, thereby entitling Plaintiff to punitive and exemplary damages against Defendants in
20 accordance with California Civil Code section 3294 in a sum appropriate to punish and make an example
21 out of Defendants.

22 40. 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 continue
24 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will
25 continue to incur attorneys’ fees and costs herein. Plaintiff is entitled to an award of attorneys’ fees and
26 costs.

27 41. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
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1 Court.

2 **VII.**

3 **THIRD CAUSE OF ACTION**

4 **(Failure to Prevent Discrimination and Retaliation in Violation of the FEHA)**

5 **(On Behalf of Plaintiff Against all Defendants)**

6 42. Plaintiff realleges and incorporates by reference paragraphs 1-41, inclusive, of this
7 Complaint as though fully set forth herein.

8 43. California Government Code section 12940(k) makes it an unlawful employment practice
9 for an employer to “fail to take all reasonable steps to prevent discrimination and harassment from
10 occurring.” This provision also makes it unlawful for an employer to fail to prevent retaliation. *See,*
11 *e.g., Ortiz v. Georgia Pacific* (E.D. Cal. 2013) 973 F.Supp.2d 1162, 1184 (citing *Taylor v. City of Los*
12 *Angeles Dep’t of Water & Power* (2006) 144 Cal.App.4th 1216, 1240).

13 44. Defendants violated this provision by failing to prevent discrimination and retaliation
14 against Plaintiff. Specifically, Defendants knew or should have known of the discrimination and
15 retaliation against Plaintiff yet failed to take any prompt remedial action or other adequate measures and
16 failed to prevent not only her hostile work environment but also the various other adverse employment
17 actions such as forced transfer and failure to hire.

18 45. As a proximate result of the entity Defendants’ conduct, Plaintiff suffered and will
19 continue to suffer physical and emotional injuries, including nervousness, humiliation, depression,
20 anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff’s
21 damages will be ascertained at trial.

22 46. The 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 continue
24 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will
25 continue to incur attorneys’ fees and costs herein. Plaintiff is entitled to an award of attorneys’ fees and
26 costs.

27 47. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
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1 Court.

2 **PRAYER FOR RELIEF**

3 1. For general damages, including emotional distress damages, according to proof on each
4 cause of action for which such damages are available.

5 2. For special damages, according to proof on each cause of action for which such damages
6 are available.

7 3. For compensatory damages, including emotional distress damages, according to proof on
8 each cause of action for which such damages are available.

9 4. For declaratory and injunctive relief, as appropriate.

10 5. For punitive damages, as appropriate.

11 6. For pre-judgment interest and post-judgment interest according to law.

12 7. For reasonable attorneys' fees incurred in this action pursuant to the FEHA and California
13 Code of Civil Procedure section 1021.5.

14 8. For costs of suit incurred in this action.

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

16 Dated: August 21, 2020

MEHTANI LAW OFFICES

17 By: 
18 AANAND MEHTANI

19 Attorneys for Plaintiff
20 Julia CrowleyFarenga

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff Julia CrowleyFarenga hereby demands a trial by jury on all causes of action alleged
3 herein in the Complaint for Damages.

4 Dated: August 21, 2019

MEHTANI LAW OFFICES

5 By: 
6 AANAND MEHTANI

7 Attorneys for Plaintiff
8 Julia CrowleyFarenga

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