



BERRETH LAW GROUP
Attorneys and Counselors at Law

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KEVIN JULIUS BERRETH SBN 236759
kevin@berrethlaw.com
BERRETH LAW GROUP
2020 West Kettleman Lane, Suite E
Lodi, California 95242
Tel: 209.920.3330
Fax: 209.280.0907

Attorney for Plaintiff
Jessley Pennington

ELECTRONICALLY
FILED

*Superior Court of California,
County of San Francisco*

04/22/2024
Clerk of the Court

BY: AUSTIN LAM
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

CGC-24-614104

JESSLEY PENNINGTON,

Plaintiff,

v.

CBRE GROUP, INC. and DOES 1-10,
inclusive,

Defendants.

CASE NO.

COMPLAINT FOR DAMAGES:

1. **DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET. SEQ.**
 2. **RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET. SEQ.**
 3. **FAILURE TO PROVIDE REASONABLE ACCOMODATION IN VIOLATION OF GOV'T CODE §12940 ET. SEQ.**
 4. **DISPARATE IMPACT IN VIOLATION OF GOV'T CODE §12940 ET. SEQ.**
 5. **FAILURE TO ENGAGE IN GOOD FAITH INTERACTIVE PROCESS IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
 6. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
- DEMAND FOR JURY TRIAL**

COMES NOW PLAINTIFF, JESSLEY PENNINGTON, and for causes of action
against the Defendants and each of them, alleges as follows:



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JURISDICTION

1. This Court has original jurisdiction of the claims arising from the California Fair Employment and Housing Act, Cal. Govt. Code § 12900 et seq. (FEHA). Venue is proper pursuant to California Code of Civil Procedure Code §394, as Plaintiff worked in and was terminated in San Francisco County and all acts and omissions giving rise to liability are alleged to have occurred in San Francisco County.

THE PARTIES

2. Plaintiff, JESSLEY PENNINGTON, is and at all times relevant hereto was a resident of the County of Contra Costa, State of California and was employed in San Francisco County, California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto Defendant CBRE GROUP, INC. a Delaware Corporation (hereinafter referred to as (“CBRE”)), doing business in the State of California, in the County of San Francisco.

4. The true names and capacities of Defendant Does 1-10, inclusive, are unknown to Plaintiff, who therefore sues said Defendant by such fictitious names. Plaintiff is informed and believes and thereon alleges that each Defendant designated herein as a fictitiously named Defendant is in some manner responsible for the events and happenings herein referred to, either contractually or tortiously, and caused the damage to Plaintiff as herein alleged. When Plaintiff ascertains the true names and capacities of Does 1-10, inclusive, Plaintiff with ask leave of this Court to amend her Complaint by setting forth the same.

5. Plaintiff is informed and believes and, on that basis, alleges, that at all times mentioned herein, Defendant, and each of them, were the agents, servants and/or employees of each of the other Defendant, and in doing the things alleged herein were acting within the course and scope of said agency and/or employment.

6. Plaintiff is informed and believes and based thereon alleges, that at all times herein mentioned, one or more of each named and/or unnamed Defendant was in some fashion by contract or otherwise, the successors, or assigns of one or more of the remaining names and/or unnamed Defendant, and hereinafter alleged, was acting within that capacity.

GENERAL ALLEGATIONS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein and further alleges the following:

8. At all relevant times, Plaintiff was employed by CBRE Group Inc. and was assigned to CBRE’s client, Cruz Automation (hereinafter “CRUZ”). CRUZ had contracted with Plaintiff’s employer to provide personnel to run and manage the facility being leased by CRUZ.

9. CBRE notified Plaintiff that he had to be vaccinated (COVID 19) to be onsite at CRUZ. Plaintiff had filed a request for reasonable accommodation with respect to his sincerely held religious beliefs regarding the requirement to be vaccinated. CBRE approved his request yet CBRE required Plaintiff to separately submit his request to CRUZ. CRUZ denied his request on the grounds it was unduly burdensome. Plaintiff was locked out of his email account and all access was revoked. This was done without warning or explanation.

10. CBRE then placed Plaintiff on a thirty (30) day leave of absence without pay. CBRE then instructed Plaintiff to apply to a different department. CBRE terminated Plaintiff’s position at CRUZ due to the fact he was not fully vaccinated. CBRE expressly stated that it had no other position available for Plaintiff. To make matters more confusing and despite communicating to Plaintiff that no other positions were available, CBRE invited Plaintiff to apply for other positions.

11. Defendant CBRE had a facially neutral practice or policy, baring no manifest relationship to job requirements which had a disproportionate adverse effect on members of a protected class. In this case, CBRE required employees to either be vaccinated with the COVID-19 vaccine. CBRE had no policy which would allow employees to undergo weekly testing as an alternative to receiving the vaccine. Plaintiff requested reasonable accommodation for his sincerely held religious beliefs. His request was to undergo weekly testing. Defendant CBRE’S policy had a disproportionate effect on those seeking accommodation for their religious beliefs. In fact, CBRE’S policy did not even allow for a discussion with Plaintiff about His beliefs and whether there could be an accommodation. Plaintiff submitted his request and was simply



1 denied without explanation. This constituted a clear violation of FEHA and had a disparate
2 impact on Plaintiff.

3 12. In this case, Defendant CBRE was using the practice as a mere pretext for
4 discrimination. The only individuals, including Plaintiff, that were terminated or adversely
5 affected were those requesting reasonable accommodation for religious beliefs. The policy of
6 the CBRE had an obvious disproportionate effect on those seeking accommodations for the
7 sincerely held religious beliefs and creed.

8 13. As an employee of Defendant CBRE, Plaintiff was harmed by CBRE's policy
9 requiring employees receive the COVID-19 vaccine as it had a disproportionate effect on
10 employees with religious beliefs that did not allow them to be vaccinated but would agree to
11 weekly testing. This policy was a substantial factor in causing Plaintiff's harm as she was
12 terminated for not meeting CBRE's conditions of employment that conflicted with his religious
13 creed and beliefs.

14 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

15 14. Plaintiff filed a complaint with the California Department of Fair Employment
16 and Housing (DFEH). On August 9, 2023, the DFEH issued Plaintiff a Right to Sue letter.

17 **FIRST CAUSE OF ACTION**

18 **For Discrimination in Violation of Gov't Code §§12940 et seq.**

19 **Against all Defendants**

20 15. Plaintiff hereby incorporates and realleges the preceding paragraphs as though
21 fully set forth herein.

22 16. At all times hereto, the FEHA was in full force and effect and was binding upon
23 Defendants and each of them.

24 17. As such term is used under FEHA, "on the basis enumerated in this part" means
25 or refers to discrimination on the basis of one or more of the protected characteristics under
26 FEHA.

27
28



1 18. FEHA requires Defendants to refrain from discriminating against an employee on
2 the basis of disability, real and perceived, and religious creed, and to prevent discrimination and
3 harassment based on the protected class.

4 19. Plaintiff was a member of multiple protected classes based on his sincerely held
5 religious beliefs and religious creed and disability or perception that he was suffering from a
6 disability.

7 20. At all times relevant hereto, Plaintiff was performing competently in the position
8 Plaintiff held with Defendant.

9 21. Plaintiff suffered the adverse employment actions of unlawful, discrimination,
10 failure to accommodate, failure to investigate, remedy, and/or prevent discrimination, failure to
11 reinstate and/or return to work, and termination, and was harmed thereby.

12 22. Plaintiff is informed and believes that Plaintiff's religious beliefs and disability,
13 and some combination of these protected characteristics under Government Code §12926(j) were
14 motivating reasons and/or factors in the decisions to subject Plaintiff to the aforementioned
15 adverse employment actions.

16 23. Said conduct violates the FEHA, and such violations were a proximate cause
17 Plaintiff damage as stated below.

18 24. The foregoing conduct of Defendant, or by and through its officers, directors
19 and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
20 despicable conduct carried on by the Defendants with a willful and conscious disregard of the
21 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of
22 Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294,
23 thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an
24 example of Defendants.

25 25. As a result of Defendants' actions, Plaintiff has suffered special damages such as
26 lost wages, benefits, and earning capacity. Plaintiff claims general damages for emotional and
27 mental distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

28

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.