

1 Charles S. LiMandri, SBN 110841  
cslimandri@limandri.com  
2 Paul M. Jonna, SBN 265389  
pjonna@limandri.com  
3 Jeffrey M. Trissell, SBN 292480  
jtrissell@limandri.com  
4 Robert E. Weisenburger SBN 305682  
rweisenburger@limandri.com  
5 LiMANDRI & JONNA LLP  
P.O. Box 9120  
6 Rancho Santa Fe, California, 92067  
Telephone: (858) 759-9930  
7 Facsimile: (858) 759-9938  
8 Norman Grissom, SBN 257389  
ndglaw2014@gmail.com  
9 Law Offices of Norman David Grissom  
5060 North Harbor Drive, Suite 255  
10 San Diego CA, 92106  
Telephone: (619) 544-8940  
11 Facsimile: (888) 672-4954

12 Attorneys for Plaintiff NELLI PARISENKOVA

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF LOS ANGELES – NORTH CENTRAL

15 NELLI PARISENKOVA, an individual,

16 Plaintiff,

17 v.

18 BRIGHT HORIZONS CHILDREN’S  
19 CENTER, LLC, a Delaware Limited Liability  
Company, KATY CALLAS, an individual  
20 and as a managing Agent of Defendant Bright  
Horizons Children’s Center, LLC, and DOES  
21 1 through 20, inclusive,

22 Defendants.  
23  
24  
25  
26  
27

Case No.:

**COMPLAINT FOR:**

1. **RELIGIOUS DISCRIMINATION  
(GOV. CODE, § 12940(a))**
2. **RELIGIOUS DISCRIMINATION  
(GOV. CODE, § 12940(l))**
3. **WRONGFUL TERMINATION IN  
VIOLATION OF PUBLIC  
POLICY**
4. **HARRASMENT  
(GOV. CODE, §§ 12940(j), 12923)**
5. **FAILURE TO PREVENT  
DISCRIMINATION AND  
HARASSMENT  
(GOV. CODE, § 12940(k))**
6. **RETALIATION  
(GOV. CODE, § 12940(h))**
7. **CONSTRUCTIVE DISCHARGE**

**JURY TRIAL DEMANDED**

1 Plaintiff NELLI PARISENKOVA, hereby alleges as follows:

2 **INTRODUCTION**

3 1. Ms. Nelli Parisenkova is a devout Christian woman who has been in the child-care  
4 and teaching field for many years. Prior to the incident in this case, she was employed with Bright  
5 Horizons Children’s Center in Studio City, California for four (4) years. There was approximately  
6 a 17-month gap in her working hours during the pandemic due to facility closures. In her  
7 employment position, she provided child-care services to children ages 1-5. Like many Christians,  
8 she has a sincere religious belief that marriage is a sacred covenant divinely instituted by God to be  
9 a lifelong union between one man and one woman. She further believes that it would be sinful for  
10 her to personally promote any messages that are contrary to her beliefs regarding this sacred  
11 covenant of marriage. This would include messages promoting sexual experimentation before  
12 marriage, same sex marriage, and polyamorous relationships or polygamous marriages.

13 2. The childcare room at Bright Horizons where Ms. Parisenkova works has children’s  
14 books on the shelf that promote and celebrate same-sex relationships and marriage. When Ms.  
15 Parisenkova first started working for Bright Horizons, her supervisor at the time provided her with  
16 an informal accommodation that she would not be required to read books to the children promoting  
17 same-sex marriage. However, on or around April 7, 2022, Katy Callas, the director of the location  
18 where Ms. Parisenkova worked, discovered Ms. Parisenkova’s religious beliefs in this regard. Ms.  
19 Callas, who is lesbian, apparently took personal offense at Ms. Parisenkova’s religious beliefs.

20 3. Ms. Callas called Ms. Parisenkova into her office, questioned her in an irate manner,  
21 told her that if she did not want to celebrate diversity this was not the place for her to work, gave  
22 her an administrative leave memo, escorted her outside with a security guard, and left her out in the  
23 96-degree heat with no transportation. As a result, Ms. Parisenkova was forced to walk 20 minutes  
24 in the heat and wait 45 minutes for transportation. She suffered heat exhaustion and the physical  
25 effects of heat exhaustion for the next two days. She was afraid to return to work.

26 4. Ms. Parisenkova formally requested a religious accommodation from Bright  
27 Horizons that aligned with her prior informally granted request. Bright Horizons responded by  
28 categorically denying the request. Bright Horizons did not engage in any negotiations and made no

1 attempt whatsoever to determine whether a reasonable accommodation could be reached. Instead,  
2 Bright Horizons issued a counseling memo with false statements, terminated her life-insurance  
3 benefits, required her to complete retraining in diversity issues, and encouraged her to resign her  
4 position. Ms. Parisenkova could not return to work without an accommodation; so, Bright Horizons  
5 terminated her employment.

6 5. This lawsuit addresses Bright Horizons’ and Ms. Callas’ harassment and  
7 discrimination against Ms. Parisenkova due to her religious beliefs. Accommodating Ms.  
8 Parisenkova’s religious beliefs would impose almost no burden on Bright Horizons. There were  
9 always other employees available who could read the books instead of Ms. Parisenkova. Bright  
10 Horizons and Ms. Callas treated Ms. Parisenkova like a criminal, harassed her, and terminated here  
11 after four (4) years of faithful service. This treatment was despicable.

12 6. It is worth noting that Ms. Parisenkova has no personal objection to working with  
13 individuals who engage in a lifestyle that conflicts with her beliefs. She treats all people with respect  
14 and love regardless of their lifestyle choices, and teaches children to also treat all people with respect  
15 and love, but she cannot personally engage in acts that promote such lifestyles. In this case, Ms.  
16 Parisenkova was not posting or displaying any negative messages regarding same-sex relationships.  
17 She was only seeking to be excused from promoting same-sex relationships due to the conflict with  
18 her sincere religious beliefs.

19 **GENERAL ALLEGATIONS**

20 7. Plaintiff NELLI PARISENKOVA (“Plaintiff” or “Ms. Parisenkova”) is and, at all  
21 times relevant herein, was an individual and a California resident residing in Los Angeles County.

22 8. On information and belief, Defendant BRIGHT HORIZONS CHILDREN’S  
23 CENTER, LLC (“Bright Horizons”), is and all times relevant herein was, a foreign limited liability  
24 company organized under the laws of the State of Delaware and duly registered to conduct business  
25 in the State of California.

26 9. On information and belief, Defendant KATY CALLAS (“Callas”), sued in her  
27 individual capacity and as a managing agent of Bright Horizons, is and at all times relevant herein  
28 was, an individual and a California resident residing in Los Angeles County.



1 including but not limited to, providing for the everyday physical needs of children such as feeding,  
2 diaper changes, and putting them to sleep, documenting developmental progress and communicating  
3 to parents, providing stimulating age-appropriate educational activities in the areas of literacy,  
4 sensory activities, music, large-muscle and fine motor skills, reporting to administration,  
5 cooperating with co-teachers, participating in professional development, and following licensing  
6 guidelines for safety and health. One of the tasks among these numerous job requirements involved  
7 reading books to children.

8 17. Ms. Parisenkova is a devout Christian. Like many Christians, she has sincere  
9 religious beliefs regarding sexuality, marital relationships, and parenting. Ms. Parisenkova’s  
10 religious beliefs teach her that sexual activity should only occur within the context of a marriage, as  
11 defined by her faith. For Ms. Parisenkova, marriage is a sacred covenant divinely instituted by God  
12 as a lifelong union between one man and one woman. Ms. Parisenkova further believes that  
13 marriage was instituted by God to create a specific family structure ideal for the rearing of children.

14 18. Ms. Parisenkova is loving, tolerant, and kind to individuals regardless of their  
15 personal circumstances, sexual orientations, marital statuses, or parenting choices. However, she  
16 believes that it would be sinful for her to personally promote intimate relationships and choices that  
17 are contrary to the teachings of her faith.

18 19. On the day in question, Ms. Parisenkova was working in the Subject Location’s  
19 infant room, which had certain books with content that violated Ms. Parisenkova’s religious beliefs.  
20 Specifically, on the shelves were various books written for young children that promoted concepts  
21 of marriage between individuals of the same sex and families led by individuals of the same sex.  
22 For example, some of the books included: “Daddy, Papa, and Me” by Leslea Newman (2008),  
23 “Mommy, Mama, and Me” by Leslea Newman (2008), and “Love Makes a Family” by Sophie Beer  
24 (2018).<sup>1</sup> The books changed from time to time, but books with content promoting same-sex  
25

---

26 <sup>1</sup> These books can be found at the following links:  
27 [https://www.amazon.com/dp/1582462623/ref=cm\\_sw\\_r\\_em\\_api\\_i\\_MTB29TAZSRTNXQ2EQ6E](https://www.amazon.com/dp/1582462623/ref=cm_sw_r_em_api_i_MTB29TAZSRTNXQ2EQ6E)  
28 [4](#) (accessed August 24, 2022).

1 marriage and same-sex parenting were always present in the infant room.

2         20. For Ms. Parisenkova, reading such books to children would violate her religious  
3 beliefs and constitute promotion of intimate relationships and choices that are contrary to the  
4 teachings of her faith. For Ms. Parisenkova, reading these books to children would be no different  
5 than reading books that promote sexual experimentation before marriage, polyamorous relationships  
6 or polygamous marriages. Such messages would also violate Ms. Parisenkova’s religious beliefs  
7 regarding sexuality, marriage, and parenting.

8         21. When Ms. Parisenkova first started working at the Subject Location, she noticed the  
9 forgoing books that violated her religious beliefs and informed her supervisor that she could not  
10 read to the children those books or similar books with content violating her religious beliefs. Ms.  
11 Parisenkova’s supervisor at the time was understanding and allowed Ms. Parisenkova the option of  
12 directing or diverting a child’s attention to a different activity or book if a request was made to read  
13 one of the books promoting content that violated her religious beliefs. Thereafter, and for  
14 approximately the next four (4) years, if a child requested a book with such content, Ms. Parisenkova  
15 would divert the child’s attention to a different activity or to a book that did not contain such content  
16 violating her sincerely held religious beliefs.

17         22. On or around April 7, 2022, Ms. Parisenkova was performing her normal childcare  
18 duties, but was feeling a lot of pressure to read the books promoting same-sex marriage and same-  
19 sex parenting to the children. It was reaching in excess of 96 degrees outside, so the children could  
20 not go outside, and there were only 12 children’s books available, five of which contained such  
21 content. Due to the limited selection of books and lack of outside activities available, Ms.  
22 Parisenkova was feeling pressured to read the books. When all of the children were down for a nap,  
23 Ms. Parisenkova asked the lead-teacher Ana if it would be okay to remove those five books from  
24 the shelf for the rest of the day. Ana agreed without any objection.

25

26

[https://www.amazon.com/dp/1582462631/ref=cm\\_sw\\_r\\_em\\_api\\_i\\_KSY530MKY410Y078YS4T?  
encoding=UTF8&pvc=1](https://www.amazon.com/dp/1582462631/ref=cm_sw_r_em_api_i_KSY530MKY410Y078YS4T?encoding=UTF8&pvc=1) (accessed August 24, 2022).

27

28

[https://www.amazon.com/dp/052555422X/ref=cm\\_sw\\_r\\_em\\_api\\_i\\_J3JMJ7MM0DXG6VC4BW  
GB?encoding=UTF8&pvc](https://www.amazon.com/dp/052555422X/ref=cm_sw_r_em_api_i_J3JMJ7MM0DXG6VC4BWGB?encoding=UTF8&pvc) (accessed August 24, 2022).

1           23.     Unbeknownst to Ms. Parisenkova, Ana reported the interaction to director Callas.  
2 Callas talked to Ana outside the infant care-room. Callas then called Ms. Parisenkova to Callas'  
3 office. Ms. Parisenkova sensed that Callas was angry and assumed that Ana reported the request to  
4 remove the books from the shelf to Callas. In the office, Callas was obviously angry and  
5 reprimanded Ms. Parisenkova for her request to remove the books for the day. Callas became  
6 increasingly angry, her breathing got harder, her skin became blotchy red, her eye expression livid,  
7 and she her bodily posture was threatening as she leaned forward over the desk. Callas concluded  
8 her tirade stating, "if you cannot celebrate with us, then Bright Horizons is not a place for you."  
9 Callas never asked Ms. Parisenkova to explain her side of the story, did not ask any questions about  
10 the incident, and then asked Ms. Parisenkova what she wanted to do. Ms. Parisenkova asked for  
11 some time to process what had just happened and asked how much time she had to decide. Callas  
12 responded that the amount of time was up to Ms. Parisenkova. Ms. Parisenkova left and returned  
13 to work.

14           24.     After this interaction with Callas, Ms. Parisenkova approached Ana, who was alone  
15 at the time. Holding back tears, Ms. Parisenkova said: "you could've handled this differently. Now  
16 I am basically fired."

17           25.     Ms. Parisenkova then went on her lunch break. While on her lunch break, Callas had  
18 evidently decided that Ms. Parisenkova had run out of time. Callas called Ms. Parisenkova outside  
19 and told Ms. Parisenkova that she had to leave the Center immediately and Bright Horizons would  
20 pay Ms. Parisenkova for Thursday and Friday. Ms. Parisenkova asked why, but Callas didn't  
21 explain. Ms. Parisenkova also asked Callas to put the request in writing and asked if she could wait  
22 until the end of the day before leaving because Ms. Parisenkova did not have transportation and it  
23 was 96 degrees outside. But this request was not honored and a few minutes later Ms. Parisenkova  
24 was summoned to Callas' office again. Callas provided Ms. Parisenkova with an Administrative  
25 Leave memo with a witness present and escorted Ms. Parisenkova with a security guard to the gate  
26 of the Bright Horizon's facility grounds. Ms. Parisenkova was not offered a ride to the studio gate,  
27 nor was she allowed to remain inside the air-conditioned building until she could arrange  
28 transportation. She was forced outside into the 96-degree heat.

1           26. Ms. Parisenkova was then required to walk 15-20 minutes across the complex to the  
2 studio gate and a road, as there was no way for a taxi or Uber driver to enter the complex due to the  
3 gate. There was also no pedestrian walkway across the complex. Ms. Parisenkova then waited  
4 another 40-60 minutes outside in the heat until an Uber driver came to pick her up. Ms. Parisenkova  
5 suffered heat exhaustion that lasted two days including headaches as a result of being forced to wait  
6 for an extended time out in the heat.

7           27. Ms. Parisenkova was treated like a dangerous criminal. She felt discarded,  
8 humiliated, and shunned despite four (4) years of faithful service and employment with Bright  
9 Horizons. It was clear to Ms. Parisenkova that Callas had engaged in these threatening, intimidation  
10 tactics with the intent of dissuading Ms. Parisenkova from continuing her employment at Bright  
11 Horizons and to make it clear that if Ms. Parisenkova returned to work, she would not be welcome  
12 and her employment would be under constant scrutiny.

13           28. On April 7, 2022, Ms. Parisenkova was placed on administrative leave pending the  
14 results of the investigation. The administrative leave memorandum required Ms. Parisenkova to  
15 provide a statement concerning the incident within two (2) hours of receiving the memo. However,  
16 due to being forced to wait out in the heat for an hour and suffering from heat exhaustion, Ms.  
17 Parisenkova was unable to complete the required “incident statement” until the following day April  
18 8, 2022. Thereafter, Ms. Parisenkova began communicating with Bright Horizons Regional  
19 Director Kimberly Rinder.

20           29. On or around April 15, 2022, Ms. Parisenkova formally submitted a written request  
21 for a religious accommodation. That request reiterated her prior informally granted request to be  
22 excused from reading books promoting content that violated her sincerely held religious beliefs and  
23 requested that she be excused from personally participating in “celebrations of diversity.” On  
24 information and belief, the phrase/term “celebrations of diversity” included participating in  
25 promoting same-sex marriage and same-sex parenting, which violates Ms. Parisenkova’s religious  
26 beliefs.

27           30. On or around April 20, 2022, Bright Horizons responded to the religious  
28 accommodation request categorically denying it. Bright Horizons did not engage in any



1 negotiations and/or interactive process to determine whether an accommodation of Ms.  
2 Parisenkova's religious beliefs could be reached. Bright Horizons just categorically denied the  
3 request making it clear that there would be no negotiation of the issue.

4 31. On or around April 21, 2022, Bright Horizons issued an Employee Conference  
5 Memo ("Memo") containing many false statements concerning the events that occurred on April 7,  
6 2022. The Memo also required Ms. Parisenkova to undergo "retraining" in the following areas:

- 7 Review Non-Discrimination and Harassment Policy by 4/27/2022
- 8 Review the Bright Horizons article "Teaching Children about  
Diversity" by 4/27/2022.
- 9 Complete Diversity Awareness Training by 4/27/2022.

10 32. Ms. Rinder discussed the Memo with Ms. Parisenkova and informed her that in order  
11 to return to work she needed to complete the above-mentioned retraining. The Memo and retraining  
12 requirements were retaliation against Ms. Parisenkova resulting from the expression of her sincerely  
13 held religious beliefs to Bright Horizons. The forgoing training was intended to train Ms.  
14 Parisenkova to comply with the company policy of promoting same-sex marriage and same-sex  
15 parenting in violation of Ms. Parisenkova's religious beliefs. The Memo also stated that Ms.  
16 Parisenkova was expected to "celebrate diversity" and that failure to do so represented a ground for  
17 disciplinary action up to and including termination. On information and belief, the phrase  
18 "celebrating diversity" was intended to encompass and require Ms. Parisenkova to violate her  
19 religious beliefs by requiring her to promote and/or otherwise participate in promoting same-sex  
20 marriage and same-sex parenting to very young and impressionable children.

21 33. On or around April 22, 2022, Ms. Parisenkova's administrative leave ended. Ms.  
22 Parisenkova then requested and was forced to use her accrued paid time off to extend the term of  
23 her employment while negotiations concerning her religious accommodation request were still  
24 pending. Ms. Parisenkova could not return to work and face Callas in the office again without a  
25 formal approval of Ms. Parisenkova's religious accommodation request.

26 34. On or around April 22, 2022, Ms. Parisenkova sent a response to the April 15, 2022,  
27 Memo, detailing the various false statements in the Memo, providing additional details as to her  
28 interaction with Callas, and requesting an explanation as to why the accommodation request could

1 not be granted, especially in light of the availability of other co-workers who could read the books  
2 on Ms. Parisenkova’s shifts. Ms. Parisenkova never received any explanation as to why other co-  
3 workers could not read the books instead of Ms. Parisenkova.

4 35. Also, on April 22, 2022, Ms. Parisenkova received a notice of termination of certain  
5 of her employment benefits, even though her employment had not yet been terminated to her  
6 knowledge.

7 36. On or around April 25, 2022, Bright Horizons sent a revised Employee Conference  
8 Memo (“Revised Memo”) deleting one sentence containing a false accusation, but leaving other  
9 false statements in the Revised Memo. Ms. Parisenkova refused to sign it due to the false nature of  
10 the statements in the Revised Memo and requested again that Bright Horizons reconsider its position  
11 regarding her religious accommodation request. However, Bright Horizons did not reconsider its  
12 position. Instead, Ms. Rinder suggested to Ms. Parisenkova that instead of undergoing the stress  
13 and conflict that would exist in returning to work under these conditions, Ms. Parisenkova should  
14 not make herself suffer; rather, she should just resign.

15 37. On or around April 26, 2022, Ms. Parisenkova sent a further written response  
16 disputing the content of the Revised Memo and requesting reconsideration of the religious  
17 accommodation request. That response noted that Ms. Parisenkova could not return to work without  
18 the accommodation due to the fear of future reprimands.

19 38. Ms. Parisenkova repeated her request for an explanation as to why the  
20 accommodation request could not be granted and for an explanation as to why another co-worker  
21 on Ms. Parisenkova’s shifts could not substitute for reading children’s books promoting concepts  
22 that violated her religious beliefs. There were always multiple caregivers on duty during Ms.  
23 Parisenkova’s shifts, and so there would always be someone else available to read the subject books.  
24 Ms. Parisenkova could easily substitute with a co-worker to perform a different job duty such as  
25 changing diapers, feeding children, putting them down for naps, or playing a game, etc., because  
26 there were always plenty of other care needs demanding attention. Consequently, there would be  
27 little or no burden placed on Bright Horizons by Ms. Parisenkova’s religious accommodation  
28 request. Bright Horizons never provided any substantive response or explanation as to why it could

1 not approve this accommodation request and as to why it would not approve the obvious and *de*  
2 *minus* cost accommodation of a co-worker reading the books that violate Ms. Parisenkova's  
3 religious beliefs.

4 39. On April 29, 2022, Ms. Parisenkova informed Bright Horizons that she could not  
5 return back to work because her religious accommodation request was denied but that she was not  
6 resigning from her employment. Bright Horizons terminated Ms. Parisenkova's employment as a  
7 result. Ms. Parisenkova noted that she did not accept the termination and that this was a very  
8 difficult time for her to be changing jobs, especially since she had emotional connections and felt a  
9 need to financially help people affected by the war in Ukraine and due to her mother's illness in  
10 Russia. Ms. Parisenkova also noted she would need to take a big pay cut switching jobs, and was  
11 not even confident in her ability to find alternate employment. She stressed that she had been forced  
12 to choose between conforming to the company's requirements and violating her religious  
13 convictions.

14 40. Ms. Parisenkova has been searching diligently for alternate employment, but has  
15 been unable to find such employment that will not violate her sincerely held religious beliefs. Many  
16 other preschool employers will also require Ms. Parisenkova to promote same-sex marriage and  
17 same-sex parenting, which makes it very difficult to find alternate employment in the same field.

18 **FIRST CAUSE OF ACTION**

19 **RELIGIOUS DISCRIMINATION – DISPARATE TREATMENT**

20 **Gov. Code, § 12940(a)**

21 **(Against Defendant BRIGHT HORIZONS and Does 1-20, Inclusive)**

22 41. Plaintiff incorporates by reference the allegations in the preceding paragraphs as  
23 though fully set forth herein.

24 42. At all times relevant herein, Bright Horizons was and is an employer subject to  
25 Government Code Sections 12940, *et seq.* because it regularly employed five (5) or more persons.

26 43. At all times relevant herein, Ms. Parisenkova was employed by Bright Horizons prior  
27 to being terminated for her religious beliefs as discussed herein.

28 ///

1           44.     Bright Horizons took adverse employment action against Ms. Parisenkova placing  
2 her on administrative leave, terminating certain employment benefits, forcing Ms. Parisenkova to  
3 utilize accrued paid time off benefits, issuing a counseling memo, requiring retraining, and  
4 eventually terminating Ms. Parisenkova's employment. Bright Horizons also constructively  
5 discharged Ms. Parisenkova as discussed in paragraphs 109 to 110 below.

6           45.     Ms. Parisenkova's religious beliefs were a substantial motivating reason for Bright  
7 Horizons' decision to take the forgoing adverse employment actions against Ms. Parisenkova.

8           46.     As alleged herein, Ms. Parisenkova has suffered harm in the form of special damages  
9 including, but not limited to, past and future lost wages and benefits and other pecuniary loss, plus  
10 interest thereon, in an amount to be determined according to proof at trial.

11          47.     As a further direct and proximate result of Bright Horizons' discriminatory actions  
12 against Ms. Parisenkova, as alleged herein, Ms. Parisenkova has suffered harm in the form of general  
13 damages including, but not limited to, humiliation, heat exhaustion with related headaches, mental  
14 anguish, and emotional and physical distress in an amount to be determined according to proof at  
15 trial.

16          48.     The conduct complained of herein was carried out by directors, officers or managing  
17 agents of Bright Horizons, and was done with malice, oppression or fraud. Specifically, Bright  
18 Horizons knew that discrimination on the basis of religion is unlawful and harmful to Ms.  
19 Parisenkova and to the public. Despite this, Bright Horizons intentionally discriminated against Ms.  
20 Parisenkova, retaliated against her, and eventually terminated her employment, in a manner that was  
21 cold, callous, cruel, and despicable. Among other things, Bright Horizons used threatening  
22 intimidation tactics such as verbal abuse while reprimanding Ms. Parisenkova, escorting Ms.  
23 Pariseknova out of the building using a security guard, and depriving Ms. Parisenkova of shelter in  
24 the extreme heat and forcing her to walk in the heat and wait on the road without shelter for over an  
25 hour, while waiting for transportation to arrive. Accordingly, Ms. Parisenkova seeks exemplary and  
26 punitive damages in an amount according to proof at trial, but no less than an amount sufficient to  
27 punish Bright Horizons and set an example in order to deter such malicious and despicable conduct  
28 in the future.

1 49. Bright Horizons’ conduct was a substantial factor in causing Ms. Parisenkova’s  
2 harm.

3 50. Ms. Parisenkova is also entitled to attorneys’ fees pursuant to law including, but not  
4 limited to, Government Code §§ 12653 and 12965 and California Code of Civil Procedure §1021.5.

5 **SECOND CAUSE OF ACTION**

6 **RELIGIOUS DISCRIMINATION – FAILURE TO ACCOMMODATE**

7 **Gov. Code, § 12940(l)**

8 **(Against Defendant BRIGHT HORIZONS and Does 1-20, Inclusive)**

9 51. Plaintiff incorporates by reference the allegations in the preceding paragraphs as  
10 though fully set forth herein.

11 52. At all times herein mentioned, Defendant Bright Horizons was subject to  
12 Government Code § 12940 *et seq.* because it regularly employed five (5) or more persons.

13 53. At all times relevant herein, Ms. Parisenkova was employed by Bright Horizons prior  
14 to being terminated for her religious beliefs as discussed herein.

15 54. Government Code § 12940(l) provides that it is unlawful to discriminate against a  
16 person based on religion unless the employer demonstrates it has “explored any available reasonable  
17 alternative means of accommodating the religious belief but is unable to reasonably accommodate  
18 the religious belief without undue hardship.”

19 55. Ms. Parisenkova is a devout Christian. Like many Christians, she has sincere  
20 religious beliefs regarding sexuality, marital relationships, and parenting. Ms. Parisenkova’s  
21 religious beliefs teach her that sexual activity should only occur within the context of a marriage, as  
22 defined by her faith. For Ms. Parisenkova, marriage is a sacred covenant divinely instituted by God  
23 as a lifelong union between one man and one woman. Ms. Parisenkova further believes that  
24 marriage was instituted by God to create a specific family structure ideal for the rearing of children.

25 56. Ms. Parisenkova is loving, tolerant, and kind to individuals regardless of their  
26 personal circumstances, sexual orientations, marital statuses, or parenting choices. However, she  
27 believes that it would be sinful for her to personally promote intimate relationships and choices that  
28 are contrary to the teachings of her faith.

1           57.     Ms. Parisenkova worked in the Subject Location’s infant room, which had certain  
2 books with content that violated Ms. Parisenkova’s religious beliefs. Specifically, on the shelves  
3 were various books written for young children that promoted concepts of marriage between  
4 individuals of the same sex and families led by individuals of the same sex. For example, some of  
5 the books included: “Daddy, Papa, and Me” by Leslea Newman (2008), “Mommy, Mama, and Me”  
6 by Leslea Newman (2008), and “Love Makes a Family” by Sophie Beer (2018). The books changed  
7 from time to time, but books with content promoting same-sex marriage same-sex parenting were  
8 always present in the infant room.

9           58.     For Ms. Parisenkova, reading such books to children would violate her religious  
10 beliefs and constitute promotion of intimate relationships and choices that are contrary to the  
11 teachings of her faith. For Ms. Parisenkova, reading these books to children would be no different  
12 than reading books that promote sexual experimentation before marriage, polyamorous relationships  
13 or polygamous marriages. Such messages would also violate Ms. Parisenkova’s religious beliefs  
14 regarding sexuality, marriage, and parenting.

15           59.     Ms. Parisenkova’s religious belief in this regard conflicted with a job requirement,  
16 specifically, the job requirement of reading books to impressionable children that promote same-  
17 sex marriage and same-sex parenting.

18           60.     Ms. Parisenkova informed Bright Horizons of her religious belief and the conflict  
19 with the forgoing job requirement, and Bright Horizons was aware of and acknowledged the conflict  
20 with the job requirement.

21           61.     Bright Horizons did not explore available reasonable alternatives of accommodating  
22 Ms. Parisenkova, including excusing Ms. Parisenkova from the duties that conflicted with Ms.  
23 Parisenkova’s religious beliefs, or permitting those duties to be performed by another person, or by  
24 otherwise reasonably accommodating Ms. Parisenkova’s religious beliefs. Instead, Bright Horizons  
25 engaged in threatening intimidation tactics and pressured Ms. Parisenkova to resign her position in  
26 order to avoid having to accommodate Ms. Parisenkova’s religious beliefs. Furthermore, Bright  
27 Horizons did not engage in any interactive process and made no effort whatsoever to determine  
28 whether reasonable solutions to the conflict existed. Bright Horizons categorically and without

1 negotiation denied Ms. Parisenkova's accommodation request.

2           62. Ms. Parisenkova's inability to comply with the conflicting job requirement was a  
3 substantial motivating reason for Bright Horizon's decision to take adverse employment action  
4 against Ms. Parisenkova, including placing her on administrative leave, terminating certain  
5 employment benefits, forcing Ms. Parisenkova to utilize accrued paid time off benefits, issuing a  
6 counseling memo, requiring retraining, and eventually terminating Ms. Parisenkova's employment.  
7 Bright Horizons also constructively discharged Ms. Parisenkova as discussed in paragraphs 109 to  
8 119 below.

9           63. As a direct and proximate result of the discriminatory actions of Bright Horizons, as  
10 alleged herein, Ms. Parisenkova has suffered harm in the form of special damages including, but not  
11 limited to, past and future lost wages and benefits and other pecuniary loss, plus interest thereon, in  
12 an amount to be determined according to proof at trial.

13           64. As a further direct and proximate result of Bright Horizons' discriminatory actions  
14 against Ms. Parisenkova, as alleged herein, Ms. Parisenkova has suffered harm in the form of general  
15 damages including, but not limited to, humiliation, heat exhaustion with related headaches, mental  
16 anguish, and emotional and physical distress in an amount to be determined according to proof at  
17 trial.

18           65. The conduct complained of herein was carried out by directors, officers or managing  
19 agents of Bright Horizons, and was done with malice, oppression or fraud. Specifically, Bright  
20 Horizons knew that discrimination on the basis of religion is unlawful and harmful to Ms.  
21 Parisenkova and to the public. Despite this, Bright Horizons intentionally discriminated against Ms.  
22 Parisenkova, retaliated against her, and eventually terminated her employment, in a manner that was  
23 cold, callous, cruel, and despicable. Among other things, Bright Horizons used threatening  
24 intimidation tactics such as verbal abuse while reprimanding Ms. Parisenkova, escorting Ms.  
25 Parisenkova out of the building using a security guard, and depriving Ms. Parisenkova of shelter in  
26 the extreme heat and forcing her to walk in the heat and wait on the road without shelter for over an  
27 hour while waiting for transportation to arrive. Accordingly, Ms. Parisenkova seeks exemplary and  
28 punitive damages in an amount according to proof at trial, but no less than an amount sufficient to

1 punish Bright Horizons and set an example in order to deter such malicious and despicable conduct  
2 in the future.

3 66. Bright Horizons' failure to reasonably accommodate Ms. Parisenkova's religious  
4 beliefs was a substantial factor in causing her harm.

5 67. Ms. Parisenkova is also entitled to attorneys' fees pursuant to law including, but not  
6 limited to, Government Code §§ 12653 and 12965 and California Code of Civil Procedure §1021.5.

7 **THIRD CAUSE OF ACTION**

8 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

9 **Common Law Tort**

10 **(Against Defendant BRIGHT HORIZONS and Does 1-20, Inclusive)**

11 68. Plaintiff incorporates by reference the allegations in the preceding paragraphs as  
12 though fully set forth herein.

13 69. At all times relevant herein, Ms. Parisenkova was employed by Bright Horizons prior  
14 to being terminated for her religious beliefs as discussed herein.

15 70. Bright Horizons discharged Ms. Parisenkova in violation of important and well-  
16 established public policies, set forth in various statutes and Constitutional provisions including but  
17 not limited to Government Code § 12940, see §§ 12920, 12923, and 12926 (employment  
18 discrimination and retaliation); Cal. Const., art. I, § 8 (employment discrimination on the basis of  
19 creed).

20 71. Bright Horizon's wrongful conduct directly and proximately caused Ms. Parisenkova  
21 to suffer general and special damages in an amount to be proven.

22 72. As alleged herein, Ms. Parisenkova has suffered harm in the form of special damages  
23 including, but not limited to, past and future lost wages and benefits and other pecuniary loss, plus  
24 interest thereon, in an amount to be determined according to proof at trial.

25 73. As a further direct and proximate result of Bright Horizons' discriminatory actions  
26 against Ms. Parisenkova, as alleged herein, Ms. Parisenkova has suffered harm in the form of general  
27 damages including, but not limited to, humiliation, heat exhaustion with related headaches, mental  
28 anguish, and emotional and physical distress in an amount to be determined according to proof at



1 trial.

2 74. The conduct complained of herein was carried out by directors, officers or managing  
3 agents of Bright Horizons, and was done with malice, oppression or fraud. Specifically, Bright  
4 Horizons knew that discrimination on the basis of religion is unlawful and harmful to Ms.  
5 Parisenkova and to the public. Despite this, Bright Horizons intentionally discriminated against Ms.  
6 Parisenkova, retaliated against her, and eventually terminated her employment, in a manner that was  
7 cold, callous, cruel, and despicable. Among other things, Bright Horizons used threatening  
8 intimidation tactics such as irately reprimanding Ms. Parisenkova, escorting Ms. Parisenkova out of  
9 the building using a security guard, and depriving Ms. Parisenkova of shelter in the extreme heat  
10 and forcing her to walk in the heat and wait on the road without shelter for over an hour, while  
11 waiting for transportation to arrive. Accordingly, Ms. Parisenkova seeks exemplary and punitive  
12 damages in an amount according to proof at trial, but no less than an amount sufficient to punish  
13 Bright Horizons and set an example in order to deter such malicious and despicable conduct in the  
14 future.

15 75. Bright Horizons' conduct was a substantial factor in causing Ms. Parisenkova's  
16 harm.

17 76. Ms. Parisenkova is also entitled to attorneys' fees pursuant to law including, but not  
18 limited to, California Code of Civil Procedure §1021.5.

19 **FOURTH CAUSE OF ACTION**

20 **HARRASMENT – BASED ON RELIGION**

21 **Gov. Code, §§ 12940(j), 12923**

22 **(Against Defendants BRIGHT HORIZONS and CALLAS)**

23 77. Plaintiff incorporates by reference the allegations in the preceding paragraphs as  
24 though fully set forth herein.

25 78. At all times relevant herein, Ms. Parisenkova was employed by Bright Horizons prior  
26 to being terminated for her religious beliefs as discussed herein. At all times relevant herein, Callas  
27 was Bright Horizons' director of the Subject Location, was a managing agent of Bright Horizons,  
28 and held a supervisory position over Ms. Parisenkova.

1           79.     Bright Horizons and Callas subjected Ms. Parisenkova to harassing conduct because  
2 of Ms. Parisenkova’s Christian religious beliefs that marriage is a sacred covenant divinely instituted  
3 by God as a lifelong union between one man and one woman. It was this belief that prompted Ms.  
4 Parisenkova’s religious accommodation request seeking to be excused from reading books to  
5 impressionable children with content promoting same-sex marriage and same-sex parenting. On  
6 account of these religious beliefs and this accommodation request, Callas, individually and as a  
7 supervisor/manager of Bright Horizons, participated in the forgoing harassing conduct including  
8 engaging in verbally abusive questioning of Ms. Parisenkova, telling Ms. Parisenkova that “this was  
9 not the place for her to work,” issuing an administrative leave memo, escorting Ms. Parisenkova out  
10 onto the street with security like a violent criminal, abandoning Ms. Parisenkova out in the 96-  
11 degree heat without shelter and forcing Ms. Parisenkova to walk across the complex and wait for an  
12 Uber driver in heat outside the complex gate. Bright Horizons continued the harassing conduct  
13 through its Human Resources department by terminating certain employment benefits, categorically  
14 denying Ms. Parisenkova’s formal religious accommodation request without making any attempt to  
15 negotiate a reasonable accommodation, issuing a counseling memo containing many false  
16 statements of fact concerning Ms. Parisenkova’s interactions on April 7, 2022, requiring retraining  
17 prior to returning to work, asking Ms. Parisenkova to resign rather than suffer the stress of this  
18 situation, and eventually terminating Ms. Parisenkova’s employment. All of the forgoing acts were  
19 intended and calculated to deter Ms. Parisenkova from continuing her employment with Bright  
20 Horizons.

21           80.     The forgoing conduct was severe or pervasive.

22           81.     A reasonable person in Ms. Parisenkova’s circumstances would have considered the  
23 work environment to be hostile, intimidating, offensive, oppressive, or abusive.

24           82.     Ms. Parisenkova in fact considered the work environment to be hostile, intimidating,  
25 offensive, oppressive, and abusive.

26           83.     Bright Horizons and Callas, individually and as a supervising agent of Bright  
27 Horizons, participated in the forgoing described harassing conduct.

28     ///

1           84.     As a direct and proximate result of the discriminatory actions of Bright Horizons, as  
2 alleged herein, Ms. Parisenkova has suffered harm in the form of special damages including, but not  
3 limited to, past and future lost wages and benefits and other pecuniary loss, plus interest thereon, in  
4 an amount to be determined according to proof at trial.

5           85.     As a further direct and proximate result of Bright Horizons' discriminatory actions  
6 against Ms. Parisenkova, as alleged herein, Ms. Parisenkova has suffered harm in the form of general  
7 damages including, but not limited to, humiliation, heat exhaustion with related headaches, mental  
8 anguish, and emotional and physical distress in an amount to be determined according to proof at  
9 trial.

10          86.     The conduct complained of herein was carried out by directors, officers or managing  
11 agents of Bright Horizons, and was done with malice, oppression or fraud. Specifically, Bright  
12 Horizons knew that discrimination on the basis of religion is unlawful and harmful to Ms.  
13 Parisenkova and to the public. Despite this, Bright Horizons intentionally discriminated against Ms.  
14 Parisenkova, retaliated against her, and eventually terminated her employment, in a manner that was  
15 cold, callous, cruel, and despicable. Among other things, Bright Horizons used threatening  
16 intimidation tactics such as verbal abuse while reprimanding Ms. Parisenkova, escorting Ms.  
17 Pariseknova out of the building using a security guard, and depriving Ms. Parisenkova of shelter in  
18 the extreme heat and forcing her to walk in the heat and wait on the road without shelter for over an  
19 hour while waiting for transportation to arrive. Accordingly, Ms. Parisenkova seeks exemplary and  
20 punitive damages in an amount according to proof at trial, but no less than an amount sufficient to  
21 punish Bright Horizons and set an example in order to deter such malicious and despicable conduct  
22 in the future.

23          87.     Bright Horizon's and Callas' conduct was a substantial factor in causing Ms.  
24 Parisenkova's harm.

25          88.     Ms. Parisenkova is also entitled to attorneys' fees pursuant to law, including but not  
26 limited to, Government Code §§ 12653 and 12965 and California Code of Civil Procedure §1021.5.

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT**

3 **Gov. Code, § 12940(k)**

4 **(Against Defendant BRIGHT HORIZONS and Does 1-20, Inclusive)**

5 89. Plaintiff incorporates by reference the allegations in the preceding paragraphs as  
6 though fully set forth herein.

7 90. At all times relevant herein, Ms. Parisenkova was employed by Bright Horizons prior  
8 to being terminated for her religious beliefs as discussed herein.

9 91. Ms. Parisenkova was subjected to harassment, discrimination, and retaliation in the  
10 course and scope of her employment as discussed herein. Specifically, on account of Ms.  
11 Parisenkova's request for a religious accommodation, Callas irately questioned Ms. Parisenkova,  
12 told Ms. Parisenkova that "this was not the place for her to work," issued an administrative leave  
13 memo, escorted Ms. Parisenkova out onto the street with security like a violent criminal, abandoned  
14 Ms. Parisenkova out in the 96-degree heat without shelter and forced Ms. Parisenkova to walk across  
15 the complex and wait for an Uber driver in the extreme heat outside the complex gate. Bright  
16 Horizons continued the harassing, discriminatory, and retaliatory conduct through its Human  
17 Resources department by terminating certain employment benefits, categorically denying Ms.  
18 Parisenkova's formal religious accommodation request without making any attempt to negotiate a  
19 reasonable accommodation, issuing a counseling memo containing many false statements of fact  
20 concerning Ms. Parisenkova's interactions on April 7, 2022, requiring retraining prior to returning  
21 to work, asking Ms. Parisenkova to resign rather than suffer, and eventually terminating Ms.  
22 Parisenkova's employment.

23 92. Bright Horizons failed to take all reasonable steps to prevent the harassment,  
24 discrimination, and retaliation, in particular by failing to grant and/or otherwise reasonably  
25 accommodate Ms. Parisenkova's religious beliefs, instead requiring her to compromise her religious  
26 beliefs in order to continue her employment.

27 93. As a direct and proximate result of Bright Horizons' failure to prevent harassment,  
28 discrimination, or retaliation, Ms. Parisenkova has suffered harm in the form of special damages

1 including, but not limited to, past and future lost wages and benefits and other pecuniary loss, plus  
2 interest thereon, in an amount to be determined according to proof at trial.

3 94. As a further direct and proximate result of Bright Horizons' failure to prevent  
4 harassment, discrimination, or retaliation Ms. Parisenkova has suffered harm in the form of general  
5 damages including, but not limited to, humiliation, heat exhaustion with related headaches, mental  
6 anguish, and emotional and physical distress in an amount to be determined according to proof at  
7 trial.

8 95. The conduct complained of herein was carried out by directors, officers or managing  
9 agents of Bright Horizons, and was done with malice, oppression or fraud. Specifically, Bright  
10 Horizons knew that discrimination on the basis of religion is unlawful and harmful to Ms.  
11 Parisenkova and to the public. Despite this, Bright Horizons intentionally discriminated against Ms.  
12 Parisenkova, retaliated against her, and eventually terminated her employment, in a manner that was  
13 cold, callous, cruel, and despicable. Among other things, Bright Horizons used threatening  
14 intimidation tactics such as verbal abuse while reprimanding Ms. Parisenkova, escorting Ms.  
15 Parisenkova out of the building using a security guard, and depriving Ms. Parisenkova of shelter in  
16 the extreme heat and forcing her to walk in the heat and wait on the road without shelter for over an  
17 hour while waiting for transportation to arrive. Accordingly, Ms. Parisenkova seeks exemplary and  
18 punitive damages in an amount according to proof at trial, but no less than an amount sufficient to  
19 punish Bright Horizons and set an example in order to deter such malicious and despicable conduct  
20 in the future.

21 96. Bright Horizon's failure to take reasonable steps to prevent harassment,  
22 discrimination, and/or retaliation was a substantial factor in causing Ms. Parisenkova's harm.

23 97. Ms. Parisenkova is also entitled to attorneys' fees pursuant to law including, but not  
24 limited to, Government Code §§ 12653 and 12965 and California Code of Civil Procedure §1021.5.

25 ///

26 ///

27 ///

28 ///

1 **SIXTH CAUSE OF ACTION**

2 **RETALIATION**

3 **Gov. Code, § 12940(h)**

4 **(Against Defendant BRIGHT HORIZONS and Does 1-20, Inclusive)**

5 98. Plaintiff incorporates by reference the allegations in the preceding paragraphs as  
6 though fully set forth herein.

7 99. At all times relevant herein, Ms. Parisenkova was employed by Bright Horizons prior  
8 to being terminated for her religious beliefs as discussed herein.

9 100. Ms. Parisenkova made a request for a religious accommodation as described herein,  
10 including asking to be excused from certain employment obligations due to a conflict with her  
11 sincerely held religious beliefs as further described elsewhere in this complaint. In summary, this  
12 included requesting to be excused from reading books promoting same-sex marriage or same-sex  
13 parenting to young children, and seeking more generally to be excused from participation in any  
14 activities that promote same-sex marriage due to the conflict with her religious beliefs.

15 101. As a result of this request, Bright Horizons took adverse employment action against  
16 Ms. Parisenkova placing her on administrative leave, terminating certain employment benefits,  
17 forcing Ms. Parisenkova to utilize accrued paid time off benefits, issuing a counseling memo,  
18 requiring retraining, and eventually terminating Ms. Parisenkova's employment. Bright Horizons  
19 also constructively discharged Ms. Parisenkova as discussed in paragraphs 109 to 110 below.

20 102. Ms. Parisenkova's religious beliefs and her request for a religious accommodation  
21 were a substantial motivating reason for Bright Horizons' decision to take this adverse employment  
22 action against Ms. Parisenkova.

23 103. As a direct and proximate result of the discriminatory actions of Bright Horizons, as  
24 alleged herein, Ms. Parisenkova has suffered harm in the form of special damages including, but not  
25 limited to, past and future lost wages and benefits and other pecuniary loss, plus interest thereon, in  
26 an amount to be determined according to proof at trial.

27 104. As a further direct and proximate result of Bright Horizons' discriminatory actions  
28 against Ms. Parisenkova, as alleged herein, Ms. Parisenkova has suffered harm in the form of general

1 damages including, but not limited to, humiliation, heat exhaustion with related headaches, mental  
2 anguish, and emotional and physical distress in an amount to be determined according to proof at  
3 trial.

4 105. The conduct complained of herein was carried out by directors, officers or managing  
5 agents of Bright Horizons, and was done with malice, oppression or fraud. Specifically, Bright  
6 Horizons knew that discrimination on the basis of religion is unlawful and harmful to Ms.  
7 Parisenkova and to the public. Despite this, Bright Horizons intentionally discriminated against Ms.  
8 Parisenkova, retaliated against her, and eventually terminated her employment, in a manner that was  
9 cold, callous, cruel, and despicable. Among other things, Bright Horizons used threatening  
10 intimidation tactics such as verbal abuse while reprimanding Ms. Parisenkova, escorting Ms.  
11 Pariseknova out of the building using a security guard, and depriving Ms. Parisenkova of shelter in  
12 the extreme heat and forcing her to walk in the heat and wait on the road without shelter for over an  
13 hour while waiting for transportation to arrive. Accordingly, Ms. Parisenkova seeks exemplary and  
14 punitive damages in an amount according to proof at trial, but no less than an amount sufficient to  
15 punish Bright Horizons and set an example in order to deter such malicious and despicable conduct  
16 in the future.

17 106. Bright Horizons' retaliation and decision to take adverse employment actions against  
18 Ms. Parisenkova on account of her religious beliefs and religious accommodation request were a  
19 substantial factor in causing Ms. Parisenkova's harm.

20 107. Ms. Parisenkova is also entitled to attorneys' fees pursuant to law including, but not  
21 limited to, Government Code §§ 12653 and 12965 and California Code of Civil Procedure §1021.5.

22 **SEVENTH CAUSE OF ACTION**

23 **CONSTRUCTIVE DISCHARGE**

24 **(Against Defendant BRIGHT HORIZONS)**

25 108. Plaintiff incorporates by reference the allegations in the preceding paragraphs as  
26 though fully set forth herein.

27 109. Bright Horizons through its officers, directors, managing agents, or supervisory  
28 employees intentionally created or knowingly permitted working conditions to exist that were so

1 intolerable that a reasonable person in Ms. Parisenkova’s position would have had no reasonable  
2 alternative except to resign. Specifically, Bright Horizons and Callas subjected Ms. Parisenkova to  
3 harassing, discriminatory, and retaliatory conduct because of Ms. Parisenkova’s Christian religious  
4 beliefs that marriage is a sacred covenant divinely instituted by God as a lifelong union between one  
5 man and one woman. It was this belief that prompted Ms. Parisenkova’s religious accommodation  
6 request seeking to be excused from reading books to impressionable children with content  
7 promoting same-sex marriage or same-sex parenting. On account of these religious beliefs and this  
8 accommodation request, Callas, individually, and as a supervisor/manager of Bright Horizons,  
9 irately questioned and reprimanded Ms. Parisenkova, told Ms. Parisenkova that “this was not the  
10 place for her to work,” issued an administrative leave memo and placed her on administrative leave,  
11 escorted Ms. Parisenkova out onto the street with security like a violent criminal, abandoned Ms.  
12 Parisenkova out in the 96-degree heat without shelter and forced Ms. Parisenkova to walk across  
13 the complex and wait for an Uber driver in extreme heat outside the complex gate. Bright Horizons  
14 continued the harassing conduct through its Human Resources department by terminating certain  
15 employment benefits, categorically denying Ms. Parisenkova’s formal religious accommodation  
16 request without making any attempt to negotiate a reasonable accommodation, issuing a counseling  
17 memo containing many false statements of fact concerning Ms. Parisenkova’s interactions on April  
18 7, 2022, requiring retraining prior to returning to work, asking Ms. Parisenkova to resign rather than  
19 suffer the stress of this situation, and eventually terminating Ms. Parisenkova’s employment. All of  
20 the forgoing acts were intended and calculated to deter Ms. Parisenkova from continuing her  
21 employment with Bright Horizons.

22 110. Although Ms. Parisenkova did not resign her employment, to the extent it is  
23 determined that she resigned her employment, Ms. Parisenkova’s resignation occurred because of  
24 the forgoing described intolerable working conditions.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays for judgment as follows:

- 27 1. For general and special damages according to proof;
- 28 2. For compensatory damages according to proof including, but not limited to, past and



- 1 future loss of earnings and other employment benefits, and costs of seeking other employment;
- 2 3. For non-economic damages for emotional distress, humiliation, and mental anguish;
- 3 4. For punitive and exemplary damages;
- 4 5. For Labor Code § 1198.5 penalties according to statute and/or proof;
- 5 6. For all other damages available for violations of FEHA or the Labor Code;
- 6 7. For a declaratory judgment that Defendants have violated Gov. Code § 12940;
- 7 8. For prejudgment interest at the legal rate or as otherwise applicable;
- 8 9. For an award of attorney’s fees pursuant to Government Code §§ 12653 and 12965
- 9 and California Code of Civil Procedure § 1021.5 and any other applicable provisions of California
- 10 statutory or common law;
- 11 10. For costs of suit incurred;
- 12 11. For additional relief as the court deems just and proper.

14 LiMANDRI & JONNA LLP

16 Dated: October 13, 2022

By: 

17 Charles S. LiMandri  
18 Paul M. Jonna  
19 Jeffrey M. Trissell  
20 Robert E. Weisenburger  
21 Attorneys for Plaintiff  
22 Nelli Parisenkova  
23  
24  
25  
26  
27  
28