

**COPY**

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SAN FRANCISCO COUNTY  
SUPERIOR COURT

2014 SEP 26 AM 11:49

CLERK OF THE COURT

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**ADISHIAN LAW GROUP, P.C.**  
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Attorneys for Plaintiff Curtis Monk, Jr.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

CURTIS MONK, JR.,  
Plaintiff,

V.

TEACHERS INSURANCE AND ANNUITY  
ASSOCIATION OF AMERICA (TIAA-CREF);  
TIAA-CREF TRUST COMPANY, FSB; and  
DOES 1-50, Inclusive,  
Defendants.

Case No.: **CGC 14-541857**

Honorable  
Department

**COMPLAINT FOR DAMAGES:**

1. **Wrongful Termination in Violation of Public Policy**
2. **Age Discrimination**  
[GOVERNMENT CODE §12940(a)]
3. **Race Discrimination**  
[GOVERNMENT CODE §12940(a)]
4. **Failure to Prevent Discrimination**  
[GOVERNMENT CODE §12940(k)]
5. **Retaliation (FEHA)**  
[GOVERNMENT CODE §12940(h)]
6. **Intentional Infliction of Emotional Distress**
7. **Negligent Infliction of Emotional Distress**

Complaint Filed:  
Trial Date:

**BY FAX**

ADISHIAN LAW GROUP, P.C.

1 COMES NOW Plaintiff CURTIS MONK, JR. and alleges the following, upon  
2 information and belief.

3 **PARTIES**

4 1. Defendant TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF  
5 AMERICA (“TIAA-CREF”) is, and at all times herein mentioned was, a transnational  
6 business organization of unknown form doing business within the State of California with a  
7 principal place of business located at 560 Mission Street, San Francisco, California 94105.

8 2. Defendant TIAA-CREF TRUST COMPANY, FSB (“Trust Company”) (“Trust  
9 Company” with “TIAA-CREF”, collectively referred to as “TIAA-CREF Entities”) is, and  
10 at all times herein mentioned was, a Federal Savings Bank incorporated in the State of  
11 Texas, operating as a subsidiary, fund and/or companion company of TIAA-CREF, and  
12 jointly employed Plaintiff at its place of business located at 560 Mission Street, San  
13 Francisco, California 94105.

14 3. Defendants TIAA-CREF ENTITIES employ more than 5 persons and collectively  
15 are an employer as defined in the California Fair Employment and Housing Act (“FEHA”).

16 4. Plaintiff is informed and believes and thereon alleges that, at various times herein  
17 mentioned, each of the defendants was the agent, either direct, ostensible or otherwise,  
18 servant, representative of employee of each of the remaining defendants and, in engaging in  
19 certain acts hereinafter alleged, was acting within the course and scope of said agency,  
20 service, representation, or employment and materially assisted the other defendants.

21 Plaintiff is further informed and believes and thereon alleges that each of the defendants  
22 ratified the acts of the remaining defendants.

23 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,  
24 associate or otherwise, of defendants sued herein as Does 1 through 50, inclusive, and  
25 therefore sues said defendants by such fictitious names. Plaintiff is informed and believes  
26 and, upon such information and belief, alleges that each of the defendants designated as a  
27 Doe is legally responsible in some manner for the events and happenings referred to herein  
28 and caused the damages proximately thereby to Plaintiff as hereinafter alleged. Plaintiff

1 will seek leave of court to amend this complaint to show the true names and capacities of  
2 said Doe defendants when same have been ascertained.

3 **STATEMENT OF FACTS**

4 6. On or about June 29, 1992, Plaintiff Curtis Monk (“Curtis”) was hired by TIAA-  
5 CREF as Financial Consultant in its Boston office. Less than two years later and based on  
6 exemplary performance, Curtis was promoted to Senior Financial Consultant. In 1998,  
7 Curtis was promoted to Director, Financial Consultant, with each of his promotions  
8 accompanied by a salary increase based on performance.

9 7. In or about January, 1999, Curtis was promoted to Senior Trust Services Consultant  
10 and transferred to the TIAA-CREF ENTITIES’ San Francisco office, with primary  
11 responsibility for investment product sales and trustee services.

12 8. On or around May 3, 1999, TIAA-CREF formed the Trust Company.

13 9. Solely for its own business reasons, having nothing to do with actual  
14 responsibilities, duties or knowledge, the TIAA-CREF ENTITIES unilaterally designated  
15 Mr. Monk as an “Officer” of the Trust Company.

16 10. The TIAA-CREF ENTITIES’ designation of Mr. Monk, and others, as “Officers”  
17 was a pure sham as Mr. Monk had no duties, responsibilities or operational oversight of the  
18 Trust Company.

19 11. Mr. Monk continued to excel in his role.

20 12. In or about January 2004, in recognition of his superior skills and exemplary  
21 performance, Curtis was promoted to Director, Investment Product Sales.

22 13. Between 1999 and 2012, Curtis consistently met or exceeded the goals set for him  
23 by TIAA-CREF ENTITIES, receiving performance-driven annual cash awards of \$50,000  
24 (2009, \$35,000 (2010) \$55,000 (2011) and \$65,000 (2012).

25 14. In or about 2009-2010, TIAA-CREF ENTITIES hired various former Bank of  
26 America employees who were promoted to positions of authority in TIAA-CREF  
27 ENTITIES’s corporate hierarchy, including Vice President of Wealth Management, Kathy  
28 Andrade and Managing Director, Head of Product Distribution, Kevin O’Leary. The influx

1 of Bank of America hires created a culture, as substantiated in 2010 and 2011 Culture  
2 Surveys, that devalued long-term employees by restricting their ability to transfer within  
3 the company and, in some cases, forcing them out of TIAA-CREF ENTITIES altogether.

4 15. In 2009, both Andrade and O’Leary became Curtis’ supervisors when he was on the  
5 cusp of turning 60 years old.

6 16. On or about December 31, 2010, Curtis lodged a written complaint with Defendants’  
7 Human Resources department, wherein he articulated his concerns that O’Leary was  
8 attempting to extricate Curtis from TIAA-CREF ENTITIES based on a 2010 year-end  
9 unjustified performance review which indicated Curtis’ performance “needs improvement”,  
10 irrespective of the fact that Curtis exceeded his 2010 yearly goals in Portfolio Advisor sales  
11 by 300% and in Private Asset Management sales by 200%.

12 17. TIAA-CREF ENTITIES’s HR department abdicated its responsibility to handle  
13 Curtis’ complaint and rather handed it off to another Vice President of the Wealth  
14 Management Group, Jane Magpiong, who coincidentally had hired both Andrade and  
15 O’Leary as well as other former Bank of America employees.

16 18. In 2011, Curtis’ sales performance exceeded his annual sales goals by more than  
17 200% with aggregate sales exceeding \$360 million, yet, he received another “needs  
18 improvement” year-end performance review by O’Leary and another former Bank of  
19 America employee who had been appointed Curtis’ manager mid-year, Lance Hallam.

20 19. On or about January 18, 2012, as a result of the second year-end negative review  
21 unsupported by Curtis’ sales figures and performance goals, Curtis e-mailed his concerns to  
22 both the Vice-President of Human Resources and company President and CEO, Roger  
23 Ferguson, substantiating his complaints with documented sales figures.

24 20. In 2012, Curtis exceeded his sales goals by 20% which was finally recognized by a  
25 favorable year-end performance evaluation by Hallam, rendering the two prior year-end  
26 evaluations suspect as Curtis had exceeded his sales goals by a greater margin than had  
27 occurred in 2012 when he received a higher performance rating.

28 21. On or about May 1, 2013, Curtis inexplicably received a written warning from

1 Hallam based on his alleged poor year-to-date sales results. Irrespective of Curtis'  
2 explanation that his 2013 sales figures followed the same pattern as in 2012, when he  
3 experienced a slower pace in the first half of the year, followed by stronger sales the second  
4 half resulting in meeting yearly sales goals, Hallam refused to withdraw the written  
5 warning.

6 22. Curtis refused to sign the written warning and on or about May 6, 2013, e-mailed  
7 President and CEO Ferguson and the TIAA-CREF ENTITIES' Human Resources  
8 department questioning why another Wealth Management director who was Caucasian and  
9 female had not been given a similar written warning when her year-to-date sales figures  
10 were lower than Curtis' figures.

11 23. On or about May 8, 2013, President and CEO Ferguson responded that Curtis'  
12 complaints would be investigated, but no investigation was undertaken either by the  
13 President's office or by the HR department. However, Curtis was advised by a HR  
14 representative that Hallam could potentially require anger management training to control  
15 his temper and frustration exhibited toward Curtis, but to Plaintiff's knowledge, no such  
16 training ever occurred.

17 24. On or about June 28, 2013, according to public records, the Trust Company, through  
18 its acting Board of Directors, entered into a "Consent Order" with the Comptroller of the  
19 Currency of the United States of America granting the Comptroller of the Currency  
20 "supervisory authority over TIAA-CREF Trust Company, FSB, St. Louis, Missouri."

21 25. On or about August 4, 2013, Curtis traveled to Charlotte, North Carolina, for two  
22 days of sales training for the national sales team. At the conclusion of the meeting on  
23 August 6<sup>th</sup>, Curtis met with Hallam and HR representative, Joretta Berardi, who terminated  
24 Curtis for alleged "performance deficiencies".

25 26. When questioned as to the specific "performance deficiencies" on which Curtis was  
26 fired, Berardi disavowed reviewing Curtis' sales results, but rather relied upon  
27 "conversations" with O'Leary and Hallam as grounds for finding "performance  
28 deficiencies".

1 27. Curtis' termination could not have been based on "performance deficiencies" for the  
2 following reasons:

- 3 • Curtis' year-to-date sales figures as of September 2013 were 89-90% of his yearly  
4 goals which was the same dynamic as had been demonstrated in prior years when  
5 Curtis had always met his sales goals at year-end;
- 6 • Curtis had successful interaction with Wealth Management Advisors in his region  
7 effectuating their sales goals and providing necessary support to his team;
- 8 • Curtis' performance was at such a high level that he was called upon by Wealth  
9 Management Advisor Directors to host/conduct "Strategy Calls" for their respective  
10 advisor teams relating to sales opportunities of \$1 million or more;
- 11 • TIAA-CREF ENTITIES's management requested Curtis to develop, coordinate and  
12 present high net worth client education seminars based on his expertise and  
13 command of the subject matter concerning investment allocation, income  
14 management, tax efficiency, health care and estate planning issues;
- 15 • Curtis presented seminars on Tax-Efficient Fixed Income Planning and  
16 Understanding the Fiscal Cliff which led to new business sales opportunities in 2011  
17 and 2012.

18 28. Curtis had **21 years of loyal and exemplary service** to TIAA-CREF ENTITIES  
19 when terminated in August of 2013 for unjustified and legally unsupportable reasons which  
20 had nothing to do with his performance.

21 29. On or about August 4, 2014, Plaintiff filed a complaint with the Department of Fair  
22 Employment and Housing against Defendants Teachers Insurance and Annuity Association  
23 of America and TIAA-CREF Trust Company, FSB.

24 30. On or about August 4, 2014, Plaintiff received a Right to Sue letter from DFEH as  
25 to Defendants, a true and correct copy of which is attached hereto as **Exhibit "1"** and  
26 incorporated herein by reference.

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**FIRST CAUSE OF ACTION**

**(For Wrongful Termination in Violation of Public Policy Against All Defendants)**

31. Plaintiff realleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 31 as though fully set forth herein.

32. On May 6, 2013, Plaintiff was a 62-year old male of African-American descent.

33. At all times herein mentioned, there existed fundamental and established California public policies, as codified by case law and statute, including but not limited to *California Government Code* §12940 et seq. providing that an employer cannot terminate an employee on the basis of certain characteristics, including but not limited to race or age.

34. On or about May 6, 2013, Defendants violated the aforesaid public policies by wrongfully terminating Plaintiff on the basis of his age and/or race.

35. As a proximate result of Defendant’s wrongful termination in violation of public policy of the State of California, Plaintiff has sustained and continues to sustain substantial loss in past, present and future earnings, career opportunities, bonuses and other employment benefits in amounts to be proven at trial. Plaintiff’s damages include all consequential, general and special economic damages in amounts to be proven at trial.

36. As a further proximate result of Defendant’s wrongful conduct, Plaintiff has suffered and continues to suffer humiliation, severe emotional distress and mental and physical pain and anguish, all to his damage in a sum according to proof.

37. The foregoing acts of Defendant were oppressive, malicious, and despicable, and Plaintiff is, therefore, entitled to an award of punitive damages against Defendant in an amount to be proven at trial.

**SECOND CAUSE OF ACTION**

**(For Age Discrimination Against all Defendants)**

38. Plaintiff realleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 38 as though fully set forth herein.

39. This cause of action is brought pursuant to *Government Code* §12940(a) which prohibits discrimination against a person in terms, conditions or privileges of employment

1 on the basis of age, and the corresponding regulations of the California Fair Employment  
2 and Housing Commission, or its successor.

3 40. At all times relevant herein, Defendants regularly employed five or more persons,  
4 bringing said Defendant employer within the provision of *California Government Code*  
5 §12900 et seq., prohibiting employers or their agents from discriminating against  
6 employees on the basis of age.

7 41. Plaintiff is a member of a protected class within the meaning of the aforementioned  
8 *Government Code* sections. At all relevant times herein, Plaintiff satisfactorily performed  
9 his duties and responsibilities as expected by Defendants and, in fact, exceeded those  
10 expectations by his performance and generation of profitability for employer TIAA-CREF  
11 ENTITIES.

12 42. Plaintiff alleges that his age was a factor in Defendants TIAA-CREF ENTITIES's  
13 wrongful actions toward him, including but not limited to retaliation, discrimination and  
14 termination.

15 43. As a proximate result of Defendants' discriminatory conduct, Plaintiff has sustained  
16 and continues to sustain substantial loss in past, present and future earnings, career  
17 opportunities, bonuses and other employment benefits in amounts to be proven at trial.  
18 Plaintiff's damages include all consequential, general and special economic damages in  
19 amounts to be proven at trial.

20 44. As a further proximate result of Defendants' discriminatory conduct, Plaintiff has  
21 suffered and continues to suffer humiliation, severe emotional distress and mental and  
22 physical pain and anguish, all to his damage in a sum according to proof.

23 45. The foregoing acts of Defendants were oppressive, malicious, and despicable, and  
24 Plaintiff is, therefore, entitled to an award of punitive damages against Defendants in an  
25 amount to be proven at trial.

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1 **THIRD CAUSE OF ACTION**

2 **(For Race Discrimination**

3 **Against All Defendants)**

4 46. Plaintiff realleges and incorporates herein by reference all of the allegations set  
5 forth in paragraphs 1 through 46 as though fully set forth herein.

6 47. This cause of action is brought pursuant to *Government Code* §12940(a) which  
7 prohibits discrimination against a person in terms, conditions or privileges of employment  
8 on the basis of race, and the corresponding regulations of the California Fair Employment  
9 and Housing Commission, or its successor.

10 48. At all times relevant herein, Defendants regularly employed five or more persons,  
11 bringing said Defendant employer within the provision of *California Government Code*  
12 §12900 et seq., prohibiting employers or their agents from discriminating against  
13 employees on the basis of race.

14 49. Plaintiff is a member of a protected class within the meaning of the aforementioned  
15 *Government Code* sections. At all relevant times herein, Plaintiff satisfactorily performed  
16 his duties and responsibilities as expected by Defendants and, in fact, exceeded those  
17 expectations by his performance and generation of profitability for employer TIAA-CREF  
18 ENTITIES.

19 50. Plaintiff alleges that his race was a factor in Defendants TIAA-CREF ENTITIES's  
20 wrongful actions toward him, including but not limited to retaliation, discrimination and  
21 termination.

22 51. As a proximate result of Defendants' discriminatory conduct, Plaintiff has sustained  
23 and continues to sustain substantial loss in past, present and future earnings, career  
24 opportunities, bonuses and other employment benefits in amounts to be proven at trial.  
25 Plaintiff's damages include all consequential, general and special economic damages in  
26 amounts to be proven at trial.

27 52. As a further proximate result of Defendants' discriminatory conduct, Plaintiff has  
28 suffered and continues to suffer humiliation, severe emotional distress and mental and

1 physical pain and anguish, all to his damage in a sum according to proof.

2 53. The foregoing acts of Defendants were oppressive, malicious, and despicable, and  
3 Plaintiff is, therefore, entitled to an award of punitive damages against Defendants in an  
4 amount to be proven at trial.

5 **FOURTH CAUSE OF ACTION**

6 **(For Failure to Prevent Discrimination**

7 **Against All Defendants)**

8 54. Plaintiff realleges and incorporates herein by reference all of the allegations set  
9 forth in paragraphs 1 through 54 as though fully set forth herein.

10 55. Defendants TIAA-CREF ENTITIES had a statutory duty, pursuant to the Fair  
11 Employment and Housing Act (FEHA) to take all reasonable steps necessary to prevent  
12 discrimination in the workplace pursuant to *California Government Code* §12940(k).

13 56. Defendants TIAA-CREF ENTITIES breached their statutory duty of care to Plaintiff  
14 by failing to take all reasonable steps necessary to prevent the discrimination experienced  
15 by Plaintiff as alleged herein.

16 57. As a proximate result of Defendants' discriminatory conduct, Plaintiff has sustained  
17 and continues to sustain substantial loss in past, present and future earnings, career  
18 opportunities, bonuses and other employment benefits in amounts to be proven at trial.  
19 Plaintiff's damages include all consequential, general and special economic damages in  
20 amounts to be proven at trial.

21 58. As a further proximate result of Defendant's discriminatory conduct, Plaintiff has  
22 suffered and continues to suffer humiliation, severe emotional distress and mental and  
23 physical pain and anguish, all to her damage in a sum according to proof.

24 59. The foregoing acts of Defendant were oppressive, malicious, and despicable, and  
25 Plaintiff is, therefore, entitled to an award of punitive damages against Defendant in an  
26 amount to be proven at trial.

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**FIFTH CAUSE OF ACTION**

**(For Unlawful Retaliation in Employment  
Against All Defendants)**

60. Plaintiff realleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 60 as though fully set forth herein.

61. California law prohibits retaliation in the workplace. The Fair Employment and Housing Act (FEHA) protects workers who oppose discriminatory and wrongful employment practices. *Government Code* §12940(h) makes it unlawful for “any person” to retaliate against an employee who opposes discrimination in the workplace.

62. As alleged herein, Defendants are charged with retaliating against Plaintiff after Curtis complained to Defendants’ President and CEO, as well as the company’s Human Resources department, that he had received an unjustified and factually unsupported 2013 mid-year review. Within a short period of time after Plaintiff’s May 6<sup>th</sup> emails to Roger Ferguson and Skip Spriggs, head of Human Resources, wherein he reported what he considered to be endemic discriminatory practices by the company, he was fired.

63. Defendants fabricated a reason for Plaintiff’s termination which is not supported by the facts as set forth herein and, in reality, fired Curtis because he had the temerity to report discriminatory hiring practices which were disingenuously concealed by Defendants by department mergers and consolidations which gave the false impression that Defendants’ employee population was racially diverse.

64. As a proximate result of Defendants’ retaliatory conduct, Plaintiff has sustained and continues to sustain substantial loss in past, present and future earnings, career opportunities, bonuses and other employment benefits in amounts to be proven at trial. Plaintiff’s damages include all consequential, general and special economic damages in amounts to be proven at trial.

65. As a further proximate result of Defendants’ retaliatory conduct, Plaintiff has suffered and continues to suffer humiliation, severe emotional distress and mental and physical pain and anguish, all to her damage in a sum according to proof.

1 66. The foregoing acts of Defendants were oppressive, malicious, and despicable, and  
2 Plaintiff is, therefore, entitled to an award of punitive damages against Defendants in an  
3 amount to be proven at trial.

4 **SIXTH CAUSE OF ACTION**

5 **(For Intentional Infliction of Emotional Distress**

6 **Against All Defendants)**

7 67. Plaintiff realleges and incorporates herein by reference all of the allegations set  
8 forth in paragraphs 1 through 67 as though fully set forth herein.

9 68. The actions of Defendants in causing Plaintiff's employment to be terminated in  
10 contravention of public policy as described herein were intentional, extreme, outrageous  
11 and were done with the intent to cause emotional distress or with reckless disregard of the  
12 probability of causing Plaintiff emotional distress.

13 69. Defendants knew, or should have known, of Plaintiff's susceptibility to emotional  
14 distress based on the outrageous conduct as described herein which surrounded and led to  
15 the unjustified, abrupt and fabricated termination of Plaintiff's employment which was, in  
16 reality, based solely on pretextual reasons which had no relationship in reality to Plaintiff's  
17 job performance.

18 70. As a proximate result of Defendants' wrongful conduct, Plaintiff has suffered and  
19 will continue to suffer severe and serious emotional and physical distress, all to Plaintiff's  
20 damage in an amount to be proven at trial.

21 71. As a further proximate result of Defendants' wrongful conduct, Plaintiff has  
22 sustained and continues to sustain substantial loss in past, present and future earnings,  
23 career opportunities, bonuses and other employment benefits, all to Plaintiff's damage in an  
24 amount to be proven at trial.

25 72. The conduct of Defendants in terminating Plaintiff's employment without good, just  
26 or legitimate cause and in violation of California public policy was done in conscious  
27 disregard of the rights of Plaintiff. As a consequent of the aforesaid oppressive, malicious  
28 and despicable conduct, Plaintiff is entitled to an award of exemplary and punitive damages

1 in an amount to be proven at trial.

2 **SEVENTH CAUSE OF ACTION**

3 **(For Negligent Infliction of Emotional Distress**

4 **Against All Defendants)**

5 73. Plaintiff realleges and incorporates herein by reference all of the allegations set  
6 forth in paragraphs 1 through 73 as though fully set forth herein.

7 74. Defendants engaged in negligent conduct by terminating Plaintiff in contravention  
8 of public policy as described herein with reckless disregard of the probability of causing  
9 Plaintiff emotional distress.

10 75. Defendants knew, or should have known, of Plaintiff's susceptibility to emotional  
11 distress based on the negligent conduct as described herein which surrounded and led to the  
12 unjustified, abrupt and fabricated termination of Plaintiff's employment which was, in  
13 reality, based solely on pique.

14 76. As a proximate result of Defendants' wrongful conduct, Plaintiff has suffered and  
15 will continue to suffer severe and serious emotional and physical distress, all to Plaintiff's  
16 damage in an amount to be proven at trial.

17 77. As a further proximate result of Defendants' wrongful conduct, Plaintiff has  
18 sustained and continues to sustain substantial loss in past, present and future earnings,  
19 career opportunities, bonuses and other employment benefits, all to Plaintiff's damage in an  
20 amount to be proven at trial.

21 **DEMAND FOR TRIAL BY JURY**

22 Plaintiff hereby demands a trial by jury.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff CURTIS MONK, JR. prays for judgment as follows:

25 FOR THE FIRST THROUGH FIFTH CAUSES OF ACTION:

- 26 1. Compensatory damages, including loss of wages (front and back pay), career  
27 opportunities, benefits and other opportunities of employment;  
28 2. Special damages including loss of income and benefits and medical expenses;

- 3. Interest, including pre-judgment interest, thereon at the legal rate, including but not limited to *Civil Code* §3291;
- 4. Attorney's fees according to proof, pursuant to *Government Code* §12965, or other applicable statutes or contracts;
- 5. Punitive damages in a sum to be proven at trial;
- 6. Costs of suit incurred herein; and
- 7. Such other and further relief as to the Court may seem just and proper.

FOR THE SIXTH CAUSE OF ACTION:

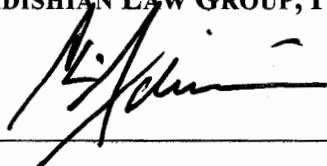
- 1. General damages in a sum to be proven at trial;
- 2. Special damages including loss of income and benefits and medical expenses;
- 3. Interest, including pre-judgment interest, thereon at the legal rate, including but not limited to *Civil Code* §3291;
- 4. Punitive damages in a sum to be proven at trial;
- 5. Costs of suit incurred herein; and
- 6. Such other and further relief as to the Court may seem just and proper.

FOR THE SEVENTH CAUSE OF ACTION:

- 1. General damages in a sum to be proven at trial;
- 2. Special damages including loss of income and benefits and medical expenses;
- 3. Interest, including pre-judgment interest, thereon at the legal rate, including but not limited to *Civil Code* §3291;
- 4. Costs of suit incurred herein; and
- 5. Such other and further relief as to the Court may seem just and proper.

Dated: 9/25/14

ADISHIAN LAW GROUP, P.C.

By:   
 Christopher M. Adishian  
 Attorneys for Plaintiff

# **EXHIBIT 1**

# **EXHIBIT 1**



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TTY 800-700-2320  
www.dfeh.ca.gov

DIRECTOR PHYLLIS W. CHENG

**AMENDED**

Aug 04, 2014

**RE: Notice of Filing of Discrimination Complaint**

DFEH Matter Number: 334359-119051-R

Right to Sue: Monk / Andrew Habenicht Teachers Insurance And Annuity Association Of America (TIAA-CREF)

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

**No response to DFEH is requested or required.**

Sincerely,

Department of Fair Employment and Housing





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**Co-Respondents:**

Teachers Insurance And Annuity Association Of America (TIAA-CREF)  
Kevin O`Leary  
One Beacon Street, 8th Floor  
Boston Massachusetts 02108

TIAA-CREF Trust Company, FSB  
Andrew Habenicht  
8500 Andrew Carnegie Boulevard, Mail Stop SSC-C2-07  
Charlotte New York 28262

Teachers Insurance And Annuity Association Of America (TIAA-CREF)  
Kathie Andrade  
730 Third Avenue, 26th Floor  
New York New York 10017

Teachers Insurance And Annuity Association Of America (TIAA-CREF)  
Lance Hallam  
601 13th Street NW, Suite 700 N  
Washington Maryland 20005

Date Filed: Aug 04, 2014

Date Amended: Aug 04, 2014

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**Additional Complaint Details:**

I was a 61 year old African American male with a successful 21 year career with Defendants. Upon new management being installed I was harassed, discriminated against, denied equal pay and ultimately terminated on account of my membership in several protected classes. Defendants replaced me with a younger, white individual.

1 VERIFICATION

2 I, **Curtis Monk Jr. (aka / Curtis Monk)**, am the Complainant in the above-entitled complaint. I have read the  
3 foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those  
4 matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

5 On Aug 04, 2014, I declare under penalty of perjury under the laws of the State of California that the foregoing  
6 is true and correct.

7 **151 Alice B. Toklas Place Unit 803, San Francisco CA 94109**  
8 **Curtis Monk Jr. (aka / Curtis Monk)**  
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**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TTY 800-700-2320  
www.dfeh.ca.gov

DIRECTOR PHYLLIS W. CHENG

**AMENDED**

Aug 04, 2014

Curtis Monk  
151 Alice B. Toklas Place, Unit 803  
San Francisco California 94109

**RE: Notice of Case Closure and Right to Sue**

DFEH Matter Number: 334359-119051-R

Right to Sue: Monk / Andrew Habenicht Teachers Insurance And Annuity Association Of America  
(TIAA-CREF)

Dear Curtis Monk,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective Aug 04, 2014 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TTY 800-700-2320  
www.dfeh.ca.gov

DIRECTOR PHYLLIS W. CHENG

**AMENDED**

Enclosures

cc: Teachers Insurance And Annuity Association Of America (TIAA-CREF) Kevin  
O`Leary

TIAA-CREF Trust Company, FSB Andrew Habenicht

Teachers Insurance And Annuity Association Of America (TIAA-CREF) Kathie  
Andrade

Teachers Insurance And Annuity Association Of America (TIAA-CREF) Lance  
Hallam