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SUPERIOR COURT OF THE
COUNTY OF SANTA CLARA
E. Hernandez



SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

STACIE WILSON,
Plaintiff,

CASE NO. CV 810686
COMPLAINT FOR DAMAGES

vs.
E-BAY, INC., a Delaware
corporation; ANITA GAETA, an
individual; and DOES 1 THROUGH
100, inclusive,
Defendants.

1. Sexual Harassment
2. Sex Discrimination
3. Retaliation
4. Failure to Take All Steps Necessary
5. Invasion of Privacy
6. Vio. of Public Policy
7. Vio. of Bus. & Prof. Code Section 17200
8. Intentional Infliction of Emotional Distress
9. Breach of Oral Contract
10. Breach of the Covenant of Good Faith and Fair Dealing

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JURY TRIAL DEMANDED

PRELIMINARY ALLEGATIONS
(Parties)

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1. Plaintiff, STACIE WILSON (Plaintiff, or Ms. WILSON hereafter), is a woman residing in Santa Clara County, California. Plaintiff is, and was at all times material hereto, an employee covered by Cal. Govt. Code § § 12926 et seq., and § 12940, prohibiting discrimination, harassment and retaliation in employment, including but not limited to discrimination and harassment on the basis of sex.

2. Plaintiff is informed and believes and thereby alleges that Defendant E-BAY, INC. (hereinafter referred to as E-BAY), is a Delaware corporation authorized to do business and doing business in the State of California, County of Santa Clara. E-BAY is, and was at all times material hereto, an "employer" or "person" within the meaning of Cal. Govt. Code § § 12920, et seq., § 12926 and § 12940 and, as such, barred from discrimination, harassment and retaliation in employment.

3. Plaintiff is informed and believes and thereby alleges that Defendant Anita GAETA (Supervisor GAETA, or GAETA hereafter), is and at all times herein mentioned was, a resident of the state of California, and was a management employee and/or supervisor at E-BAY, was the Executive Assistant to E-BAY CEO Meg Whitman, and was supervisor of Plaintiff. Defendant GAETA is and at all times herein mentioned was, an "employer" or "person"

1 within the meaning of Cal. Govt. Code § § 12926, et seq.
2 and § 12940, and, as such, is barred from discrimination,
3 harassment and retaliation in employment.

4 (Unknown Defendants)

5 4. The true names and capacities of DOES One
6 through One Hundred are unknown to Plaintiff. Plaintiff
7 will amend this Complaint to insert their true names and
8 capacities when they are finally ascertained. Plaintiff
9 is informed and believes and thereon alleges that each of
10 the fictitiously named defendants is liable to Plaintiff
11 for the acts, events and occurrences alleged herein as a
12 result of said Defendants' relationship to the named
13 defendants or participation in said acts, events and
14 occurrences, or approval or ratification thereof.

15 Plaintiff is further informed and believes that DOES 1
16 through 100, are and at all times herein mentioned were,
17 "employers" or "persons" within the meaning of Cal. Govt.
18 Code §12926 and §12940 and, as such, barred from
19 discrimination, harassment and retaliation in employment.

20 5. Plaintiff is informed and believes and
21 thereon alleges that some or all of Defendants, DOES One
22 through One Hundred reside or, in the case of
23 corporations, do business in the County of Santa Clara,
24 State of California or elsewhere in the State of
25 California.

26 (Vicarious Liability)

27 6. Plaintiff is informed and believes and
28 thereon alleges that each of the Defendants was at all

1 times herein mentioned, the agent, employee, servant, or
2 representative of the remaining Defendants, and was
3 acting, at least in part, within the course, scope and
4 authority of said relationship. Each Defendant ratified
5 the conduct of the other Defendants.

6 7. Wherever any corporate Defendant is alleged
7 to have done or omitted to do anything, said allegation
8 shall be deemed to mean and include an allegation that the
9 corporation did or omitted to do said acts through its
10 agents, servants, employees and representatives, including
11 but not limited to, its officers, directors, and managing
12 agents, and that the said officers, directors, and
13 managing agents authorized and approved said acts and
14 omissions and ratified same.

15 (Venue)

16 8. The contracts alleged herein were entered
17 into in Santa Clara County, California and the acts and
18 transactions herein alleged took place in Santa Clara
19 County, California.

20 (Punitive Damages)

21 9. Plaintiff is informed and believes and
22 thereon alleges that the Defendants' conduct as herein
23 alleged was intended by the Defendants to cause injury to
24 the Plaintiff, or was despicable and was carried on by the
25 Defendants in willful and conscious disregard of the
26 rights and/or safety of the Plaintiff.

27 10. Plaintiff is informed and believes and
28 thereon alleges that Defendants' conduct was despicable

1 and subjected Plaintiff to cruel and unjust hardship in
2 willful and conscious disregard of the rights of the
3 Plaintiff.

4 11. Plaintiff is informed and believes and
5 thereon alleges that the acts of the Defendants
6 constituted fraud.

7 12. Plaintiff is informed and believes and
8 thereon alleges that the corporate defendants had advance
9 knowledge of the unfitness of Defendant GAFTA and employed
10 or continued to employ her with a conscious disregard of
11 the rights or safety of others, and/or authorized and
12 ratified the wrongful conduct for which damages are sought
13 herein or were personally guilty of oppression, fraud and
14 malice through the actions of their officers, directors,
15 and managing agents, and that the officers, directors, and
16 managing agents of the corporate defendants acted as set
17 forth in Paragraphs 9 through 11.

18 13. On the basis of Defendants' oppression,
19 fraud and malice toward Plaintiff as alleged in Paragraphs
20 9 through 12 and elsewhere in this Complaint, Plaintiff is
21 entitled to exemplary and punitive damages.

22
23 FIRST CAUSE OF ACTION
24 (Sexual Harassment - Cal. Govt Code § 12940 -
25 Against All Defendants including Defendants DOES 1 through
26 100)

27 14. Plaintiff repeats and realleges each and
28 every allegation in Paragraph 1 through 13, as though
fully set forth at length herein.

15. On or about May 28, 2001, Defendants hired

1 Plaintiff in Santa Clara County, California as a contract
2 worker, in the position of assistant to Supervisor GAETA.
3 On about July 2, 2001, Defendants hired Plaintiff as a
4 full-time permanent employee in the same position.
5 Plaintiff was qualified for employment, and for
6 compensation, terms, and benefits of employment, including
7 but not limited to, qualified to receive equal, non-
8 discriminatory treatment as compared to other employees.
9 Plaintiff performed her job duties for Defendants at a
10 satisfactory or better level.

11 16. From the date of Plaintiff's hire, and
12 continuing throughout Plaintiff's employment, Defendants,
13 and each of them, subjected Plaintiff to a pattern of
14 severe, pervasive, offensive and unwanted sexual behavior
15 at work, sexually harassed Plaintiff at work,
16 discriminated against her on the basis of her sex, and
17 retaliated against her for reporting and/or objecting to
18 Defendants' sexual harassment and sex discrimination.
19 Defendants, and each of them, also failed to take all
20 reasonable steps necessary to prevent sexual harassment
21 and discrimination against Plaintiff. Defendants'
22 wrongful course of conduct included, but was not limited
23 to engaging in a pattern and practice of discrimination
24 based on sex, creation of a hostile work environment based
25 upon sex, including severe and pervasive harassment toward
26 Plaintiff as a woman, subjecting Plaintiff to adverse
27 employment actions because of her sex, subjecting
28 Plaintiff to different terms and conditions of employment

1 based on sex, and other conduct as more fully set forth in
2 Exhibits A and B attached hereto and incorporated herein
3 by reference. Defendants' harassing course of conduct at
4 work included, but was not limited to, the following:

5 a. In or about mid-June, 2001, in
6 Plaintiff's workplace cubicle, E-BAY Supervisor
7 GAETA asking Plaintiff if Plaintiff had a
8 boyfriend, then telling Plaintiff that GAETA
9 "played for the other team", telling Plaintiff
10 that GAETA was lesbian or bisexual, and then
11 asking Plaintiff if Plaintiff had a problem with
12 GAETA's sexual orientation;

13 b. In or about June, 2001, E-BAY
14 Supervisor GAETA telling Plaintiff that Plaintiff
15 "looked sexy", GAETA following up that statement
16 by lifting her leg up slowly, feigning a male
17 erection;

18 c. In or about mid-June of 2001, E-BAY
19 Supervisor GAETA telling Plaintiff that Plaintiff
20 was wearing her "CFM shoes", and upon Plaintiff
21 inquiring what "CFM Shoes" meant, Supervisor
22 GAETA telling Plaintiff "CFM Shoes" meant "Come
23 Fuck Me Shoes";

24 d. On at least 5 to 10 more occasions in
25 July, August and September of 2001, E-BAY
26 Supervisor GAETA telling Plaintiff that Plaintiff
27 was wearing her "Come Fuck Me" shoes;

28 e. In or about late July, 2001, E-BAY

1 Supervisor GAETA telling Plaintiff that GAETA had
2 had sex with another woman, that the woman had
3 put her hand or fingers up Supervisor GAETA's
4 vagina, pulled out a piece of cotton, and that
5 GAETA had said to the woman "Thanks, I wonder how
6 long that's been up there";

7 f. In early August, 2001, after Plaintiff
8 had eaten lunch and disposed of part of a tuna
9 sandwich in her wastebasket, E-BAY Supervisor
10 GAETA walking in to Plaintiff's work area and
11 telling Plaintiff: "What's that smell? Do you
12 douche after your period?", then repeating the
13 question "Do you douche?";

14 g. In or about late July, 2001, E-BAY
15 Supervisor GAETA telling Plaintiff that GAETA's
16 relationship with her female live-in partner,
17 Belinda, had broken up, that Belinda was moving
18 out, and that GAETA would be a free woman. GAETA
19 then looking at Plaintiff and asking Plaintiff
20 "any takers?";

21 h. In or about late July, 2001, in GAETA's
22 car, while driving Plaintiff back from returning
23 a rental car used by a company executive, E-BAY
24 Supervisor GAETA asking Plaintiff if she had ever
25 been with a woman sexually, and telling Plaintiff
26 not to knock it until she'd tried it;

27 i. In late August, 2001, E-BAY Supervisor
28 GAETA asking Plaintiff if Plaintiff had ever

1 participated in, or was interested in
2 participating in, a sexual threesome, then
3 telling Plaintiff that GAETA wanted to help a
4 male friend of hers fulfill his sexual fantasy by
5 having a threesome including Plaintiff, and GAETA
6 finally telling Plaintiff that "incidentally, he
7 [her male friend] has a big dick";

8
9 j. In or about late August, 2001, E-BAY
10 Supervisor GAETA telling Plaintiff that she
11 noticed whether Plaintiff was wearing underwear;

12 k. Plaintiff complaining about and
13 objecting to SUPERVISOR GAETA's sexual
14 harassment but E-BAY Supervisor GAETA refusing to
15 stop the sexual harassment;

16 k. Defendants intimidating Plaintiff,
17 including intimidation of her as a woman
18 concerned about her job and continuing
19 employment;

20 l. Defendants isolating Plaintiff;

21 m. Defendants threatening Plaintiff;

22 n. After Plaintiff reported E-BAY
23 Supervisor GAETA's conduct, E-BAY, its management
24 and other employees retaliating against her;

25 o. After Plaintiff complained to
26 Supervisor GAETA about GAETA's harassment,
27 Defendants wrongfully terminating her;

28 q. After Plaintiff complained to an E-BAY
HR employee about Supervisor GAETA's conduct,

1 Defendants failed to take all reasonable steps
2 necessary to prevent harassment and
3 discrimination from occurring, including but not
4 limited to, failing to investigate Plaintiff's
5 claims, failing to provide necessary and
6 effective training, hiring practices,
7 supervision, and retention actions, policies,
8 practices and procedures;

9 r. Plaintiff is informed and believes that
10 Defendants failed, and/or continue to fail, to
11 post and/or distribute information regarding
12 sexual harassment in accordance with California
13 Government Code § 12950;

14 s. Defendants' severe and pervasive
15 harassment and offensive conduct created a
16 hostile and offensive working environment for
17 Plaintiff. Defendants caused Plaintiff to be
18 uncomfortable at work and to fear further
19 harassment, discrimination, and retaliation
20 against her;

21 t. Defendants discouraged Plaintiff from
22 taking steps to protect her right to be free from
23 harassment, discrimination and retaliation;

24 u. Defendants failed to take prompt
25 disciplinary action and/or effective remedial
26 action to fully redress Plaintiff's grievances;

27 v. Defendants failed to take prompt
28 disciplinary action and/or effective remedial

1 action to prevent harassment and discrimination;
2 w. Defendants, their agents or supervisors
3 knew or should have known of the sexual
4 harassment against Plaintiff, and failed to take
5 immediate and appropriate corrective action to
6 prevent harassment and discrimination. Despite
7 Defendants' knowledge, Defendants failed to take
8 all reasonable steps to prevent such harassment
9 from occurring.

10 17. Plaintiff filed timely charges of sexual
11 harassment, discrimination, retaliation, and failure to
12 take all reasonable steps necessary to prevent harassment,
13 discrimination and retaliation, with the California
14 Department of Fair Employment and Housing (DFEH). In her
15 charges, Plaintiff set forth examples of Defendants'
16 wrongful conduct. Copies of Plaintiff's DFEH Complaints
17 are attached hereto as Exhibits A and B, and incorporated
18 herein by reference. Plaintiff received notices dated
19 November 29, 2001, of the right to sue in a California
20 Superior Court pursuant to Cal. Govt. Code § 12965(b),
21 permitting Plaintiff to bring this action. Said right to
22 sue letters are attached hereto as Exhibits C and D, and
23 incorporated herein by reference. Therefore, Plaintiff
24 has exhausted all of her administrative remedies.

25 18. As a proximate result of Defendants'
26 harassment, discrimination and other unlawful conduct
27 against Plaintiff, as set forth above, Plaintiff has
28 suffered and continues to suffer substantial losses

1 incurred in earnings and other employment benefits, in an
2 amount according to proof.

3 19. As a further proximate result of Defendants'
4 unlawful conduct, Plaintiff has suffered and continues to
5 physical personal injuries, embarrassment, humiliation,
6 mental anguish and other general damages, all to her
7 damage in an amount according to proof.

8 20. Defendants committed the acts alleged herein
9 despicably, maliciously, fraudulently and oppressively,
10 with the wrongful intention of injuring Plaintiff, from an
11 improper and evil motive amounting to malice, and in
12 willful and conscious disregard of Plaintiff's rights.
13 Plaintiff thus is entitled to recover punitive damages
14 from Defendants in an amount according to proof.

15 21. As a result of Defendants' discriminatory
16 acts, and other unlawful conduct, as alleged herein,
17 Plaintiff is entitled to reasonable attorneys' fees and
18 costs of said suit as provided by Cal. Govt. Code §
19 12965(b).
20

21 SECOND CAUSE OF ACTION

22 (Sex Discrimination - Cal. Govt Code § 12940 -
23 Against E-BAY and Defendants DOES 1 through 100)

24 22. Plaintiff repeats and realleges each and
25 every allegation in Paragraph 1 through 21, as though
26 fully set forth at length herein.

27 23. During at least May of 2001, and continuing
28 throughout Plaintiff's employment, Defendants, and each of
them, engaged in an ongoing course of conduct and pattern

1 of sexual discrimination and harassment against Plaintiff
2 on the basis of her sex, and retaliated against her for
3 rejecting, reporting and objecting to Defendants' sexual
4 harassment and sex discrimination. Moreover, Defendants,
5 and each of them, failed to take all reasonable steps
6 necessary to prevent sexual harassment and discrimination
7 against Plaintiff. Defendants' wrongful course of conduct
8 included, but was not limited to, subjecting Plaintiff and
9 other qualified female employees to different terms and
10 conditions of employment than male employees, engaging in
11 hostile environment sexual harassment, engaging in a
12 pattern and practice of harassment/discrimination,
13 creation of a hostile work environment toward Plaintiff as
14 a woman, acting adversely toward Plaintiff as a woman,
15 acting adversely toward Plaintiff for objecting to and
16 reporting sexual harassment against her, wrongfully
17 terminating Plaintiff, and other conduct, as more fully
18 set forth in Exhibits A and B attached hereto and the
19 conduct set forth in the First Cause of Action, each
20 incorporated herein by reference. Male employees at E-BAY
21 were not subjected to similar adverse actions.

22 24. Plaintiff filed timely charges of sexual
23 harassment, discrimination, retaliation, and failure to
24 take all reasonable steps necessary to prevent sexual
25 harassment and discrimination, with the California
26 Department of Fair Employment and Housing (DFEH). In her
27 charges, Plaintiff set forth examples of Defendants'
28 wrongful conduct. Copies of Plaintiff's DFEH Complaint are

1 attached hereto as Exhibits A and B, and incorporated
2 herein by reference. Plaintiff received notices, dated
3 September 17, 2001 of the right to sue in a California
4 Superior Court pursuant to Cal. Govt. Code § 12965(b),
5 permitting Plaintiff to bring this action. Said right to
6 sue letters are attached hereto as Exhibits C and D, and
7 incorporated herein by reference. Therefore, Plaintiff has
8 exhausted all of her administrative remedies:

9
10 25. As a proximate result of Defendants'
11 harassment, discrimination and other unlawful conduct
12 against Plaintiff, as set forth above, Plaintiff has
13 suffered and continues to suffer substantial losses
14 incurred in earnings and other employment benefits, in an
15 amount according to proof.

16 26. As a further proximate result of Defendants'
17 unlawful conduct, Plaintiff has suffered and continues to
18 suffer physical personal injuries, embarrassment,
19 humiliation, mental anguish and other general damages, all
20 to her damage in an amount according to proof.

21 27. Defendants committed the acts alleged herein
22 despicably, maliciously, fraudulently and oppressively,
23 with the wrongful intention of injuring Plaintiff, from an
24 improper and evil motive amounting to malice, and in
25 willful and conscious disregard of Plaintiff's rights.
26 Plaintiff thus is entitled to recover punitive damages
27 from Defendants in an amount according to proof.

28 28. As a result of Defendants' discriminatory
acts, and other unlawful conduct, as alleged herein,

1 Plaintiff is entitled to reasonable attorneys' fees and
2 costs of said suit as provided by Cal. Govt. Code §
3 12965 (b).

4 THIRD CAUSE OF ACTION
5 (Retaliation - Cal. Govt Code § 12940(i) - Against All
6 Defendants, including Defendants DOES 1 through 20)

7 29. Plaintiff repeats and realleges each and
8 every allegation in Paragraph 1 through 28, as though
9 fully set forth at length herein.

10 30. During Plaintiff's employment, after
11 Plaintiff objected to, complained about and reported
12 Supervisor GAETA's sex harassment, Defendants, and each of
13 them, retaliated against Plaintiff for reporting and
14 complaining about Defendants' harassment and
15 discrimination against her as set forth above. Moreover,
16 Defendants, and each of them, failed to take all
17 reasonable steps necessary to prevent harassment and
18 discrimination against Plaintiff. In addition to the
19 conduct set forth in the First and Second Causes of Action
20 hereinabove, Defendants' wrongful course of retaliatory
21 conduct included, but was not limited to:

22 a. Supervisor GAETA closely monitoring
23 Plaintiff's movement and activity, using a mirror
24 at GAETA's desk;

25 b. When CEO Whitman sent Plaintiff offsite
26 to buy coffee for the executive staff, Supervisor
27 GAETA publicly humiliating Plaintiff by sending
28 an E-BAY security guard to the coffee shop to
tell Plaintiff that GAETA was looking for her and

1 that she needed to return to work;

2 c. Supervisor GAETA putting Plaintiff on a
3 probation/performance review plan, but telling
4 Plaintiff that E-Bay Human Resources would not be
5 involved or informed of the plan, and that the
6 plan would be strictly between them;

7 d. Supervisor GAETA unfairly and
8 wrongfully disciplining and criticizing
9 Plaintiff;

10 e. After Plaintiff complained to an E-BAY
11 Human Resources employee about the harassment, E-
12 BAY failing to investigate or take action with
13 regard to Plaintiff's complaints;

14 f. After, and as a result of Plaintiff's
15 objections and complaints to Supervisor GAETA
16 about GAETA's harassing and discriminatory
17 conduct, GAETA and E-BAY wrongfully and
18 pretextually terminating her.

19 31. Plaintiff filed timely charges of
20 retaliation with the California Department of Fair
21 Employment and Housing (DFEH). In her charges, Plaintiff
22 set forth examples of Defendants' wrongful conduct. Copies
23 of Plaintiff's DFEH Complaints are attached hereto as
24 Exhibits A and B, and incorporated herein by reference.
25 Plaintiff received notices, dated November 29, 2001, of
26 the right to sue in a California Superior Court pursuant
27 to Cal. Govt. Code § 12965(b), permitting Plaintiff to
28 bring this action. Said right to sue letters are attached

1 hereto as Exhibits C and D, and incorporated herein by
2 reference. Therefore, Plaintiff has exhausted all of her
3 administrative remedies.

4 32. As a proximate result of Defendants'
5 harassment, discrimination and other unlawful conduct
6 against Plaintiff, as set forth above, Plaintiff has
7 suffered and continues to suffer substantial losses
8 incurred in earnings and other employment benefits, in an
9 amount according to proof.

10 33. As a further proximate result of Defendants'
11 unlawful conduct, Plaintiff has suffered and continues to
12 suffer physical personal injuries, embarrassment,
13 humiliation mental anguish and other general damages, all
14 to her damage in an amount according to proof.

15 34. Defendants committed the acts alleged herein
16 despicably, maliciously, fraudulently and oppressively,
17 with the wrongful intention of injuring Plaintiff, from an
18 improper and evil motive amounting to malice, and in
19 willful and conscious disregard of Plaintiff's rights.
20 Plaintiff thus is entitled to recover punitive damages
21 from Defendants in an amount according to proof.

22 35. As a result of Defendants' discriminatory
23 acts, and other unlawful conduct, as alleged herein,
24 Plaintiff is entitled to reasonable attorneys' fees and
25 costs of said suit as provided by Cal. Govt. Code §
26 12965(b).

27 //
28 //

FOURTH CAUSE OF ACTION
(Failure to Take All Reasonable Steps Necessary -
Cal. Govt Code § 12940 - Against E-BAY and
Defendants DOES 1 through 100)

36. Plaintiff repeats and realleges each and every allegation in Paragraph 1 through 35, as though fully set forth at length herein.

37. During Plaintiff's employment, Defendants, and each of them, have harassed Plaintiff and discriminated against her on the basis of her sex and retaliated against her for reporting, complaining about and objecting to Defendants' harassment and discrimination. Moreover, Defendants, and each of them, failed to take all reasonable steps necessary to prevent harassment, discrimination and retaliation against Plaintiff. Defendants' wrongful course of conduct included, but was not limited to, failing to investigate Plaintiff's complaints of sexual harassment and discrimination, failing to provide necessary and effective training, hiring practices, supervision, and retention actions, policies, practices and procedures; failing to conduct any sexual harassment training for Supervisor GAFTA; failing to discipline Supervisor GAFTA, failing to post sexual harassment policies; engaging in a pattern and practice of harassment/discrimination; subjecting Plaintiff to different terms and conditions of employment, subjecting Plaintiff to intimidation; creation of a hostile work environment as set forth in the First through Third Causes of Action; and wrongfully terminating

1 Plaintiff; as more fully set forth in Exhibits A and B
2 attached hereto and incorporated herein by reference.

3 38. Plaintiff filed timely charges of
4 harassment, discrimination, retaliation, and failure to
5 take all reasonable steps necessary to prevent harassment
6 and discrimination, with the California Department of Fair
7 Employment and Housing (DFEH). In her charges, Plaintiff
8 set forth examples of Defendants' wrongful conduct. Copies
9 of Plaintiff's DFEH Complaints are attached hereto as
10 Exhibits A and B and incorporated herein by reference.
11 Plaintiff received notices of the right to sue, dated
12 November 29, 2001, in a California Superior Court pursuant
13 to Cal. Govt. Code § 12965(b), permitting Plaintiff to
14 bring this action. Said right to sue letters are attached
15 hereto as Exhibits C and D, and incorporated herein by
16 reference. Therefore, Plaintiff has exhausted all of her
17 administrative remedies.

18 39. As a proximate result of Defendants'
19 harassment, discrimination and other unlawful conduct
20 against Plaintiff, as set forth above, Plaintiff has
21 suffered and continues to suffer substantial losses
22 incurred in earnings and other employment benefits, in an
23 amount according to proof.

24 40. As a further proximate result of Defendants'
25 unlawful conduct, Plaintiff has suffered and continues to
26 suffer physical personal injuries, embarrassment,
27 humiliation, mental anguish and other general damages, all
28 to her damage in an amount according to proof.

1 41. Defendants committed the acts alleged herein
2 despicably, maliciously, fraudulently and oppressively,
3 with the wrongful intention of injuring Plaintiff, from an
4 improper and evil motive amounting to malice, and in
5 willful and conscious disregard of Plaintiff's rights.
6 Plaintiff thus is entitled to recover punitive damages
7 from Defendants in an amount according to proof.

8 42. As a result of Defendants' discriminatory
9 acts, and other unlawful conduct, as alleged herein,
10 Plaintiff is entitled to reasonable attorneys' fees and
11 costs of said suit as provided by Cal. Govt. Code §
12 12965(b).

13 FIFTH CAUSE OF ACTION
14 (Invasion of Privacy - Against All Defendants, including
15 Defendants DOES 1 through 100)

16 43. Plaintiff repeats and realleges each and
17 ever every allegation in Paragraphs 1 through 42, above,
18 as though fully set forth at length herein.

19 44. When Plaintiff was offered employment for
20 Defendants, she did not waive her right to privacy. Once
21 hired, she was never informed that she would be subject to
22 hostile or offensive comments, and/or subject to intrusive
23 comments or inquiries about her personal and sexual life,
24 as set forth in the First through Fourth Causes of Action,
25 incorporated by reference herein. Plaintiff was never
26 informed that Defendants' hostile or offensive comments
27 and conduct were a condition of her employment. Plaintiff
28 had a reasonable expectation of privacy as to her personal
life and her physical person.

1 Constitution.

2 49. As a proximate result of Defendants'
3 invasion of Plaintiff's privacy and other unlawful conduct
4 against Plaintiff, as set forth above, Plaintiff has
5 suffered and continues to suffer fear, shame, humiliation,
6 embarrassment, indignity, and mental anguish all to her
7 damage in an amount according to proof.

8 50. Defendants committed the acts alleged herein
9 despicably, maliciously, fraudulently and oppressively,
10 with the wrongful intention of injuring Plaintiff, from an
11 improper and evil motive amounting to malice, and in
12 willful and conscious disregard of Plaintiff's rights.
13 Plaintiff thus is entitled to recover punitive damages
14 from Defendants in an amount according to proof.

15
16 SIXTH CAUSE OF ACTION
17 (Violation of Public Policy -
Against All Defendants, including Defendants
DOES 1 through 100)

18 51. Plaintiff repeats and realleges each and
19 every allegation in Paragraphs 1 through 50, above, as
20 though fully set forth at length herein.

21 52. Continuing throughout the term of
22 Plaintiff's employment, and to the present date,
23 Defendants, and each of them, have harassed, discriminated
24 and retaliated against Plaintiff on the basis of her sex,
25 and/or complaints of harassment and discrimination, as set
26 forth in the First through Fourth Causes of Action, in
27 violation of public policy, including but not limited the
28 public policy set forth in the following: Cal. Govt. Code

1 §§ 12920 et seq., including but not limited to Cal. Govt.
2 Code §§ 12920-12921; and Cal. Govt. Code § 12940,
3 prohibiting intimidation, violence, harassment,
4 discrimination and retaliation in employment on the basis
5 of sex, and requiring E-BAY to take all reasonable steps
6 necessary to prevent harassment, discrimination and
7 retaliation from occurring.

8 53. Cal. Govt. Code § 12920 expresses the public
9 policy of the State of California, to wit, "It is hereby
10 declared as the public policy of this state that it is
11 necessary to protect and safeguard the right and
12 opportunity of all persons to seek, obtain, and hold
13 employment without discrimination or abridgment on account
14 of race, religious creed, color, national origin,
15 ancestry, physical disability, mental disability, medical
16 condition, marital status, sex, or age."

17 54. Defendants' conduct also violated the public
18 policy set forth in the California Constitution, Article
19 I, § 8. This article expresses the public policy of the
20 State of California, to wit, "A person may not be
21 disqualified from entering or pursuing a business,
22 profession, vocation, or employment because of sex, race,
23 creed, color or national or ethnic origin."

24 55. Defendants also violated the public policy
25 set forth in Article I, § 1 of the California Constitution
26 and violated Plaintiff's right to privacy as more fully
27 set forth in the Fifth Cause of Action, incorporated by
28 reference herein, and Defendants also retaliated against

1 her for reporting and/or objecting to the invasion of her
2 right to privacy by terminating her soon after her
3 objections to Defendants' conduct.

4 56. In violation of the foregoing, Defendants,
5 and each of them, harassed, discriminated and retaliated
6 against Plaintiff in her employment and at her workplace
7 based upon her sex or gender, and failed to take all
8 reasonable steps necessary to prevent harassment and
9 discrimination against Plaintiff. Defendants' wrongful
10 actions as aforesaid included engaging in a course of
11 conduct including but not limited to subjecting Plaintiff
12 to different terms and conditions of employment than
13 employees who were not members of her protected class, and
14 harassing, discriminating and retaliating against
15 Plaintiff, as more fully set forth in Exhibits A and B
16 attached hereto and in Causes of Action One through Five,
17 each incorporated herein by reference.

18 57. Defendants further violated California public
19 policy by requiring Plaintiff condone the use of marijuana
20 as a condition of remaining employed.

21 58. As a proximate result of Defendants'
22 violation of public policy as aforesaid, Plaintiff has
23 suffered and continues to suffer substantial losses
24 incurred in seeking and performing substitute employment
25 and in earnings, compensation, and other employment
26 benefits, and has suffered and continues to suffer
27 embarrassment, humiliation and mental anguish all to her
28 damage in an amount according to proof. Plaintiff prays

1 Leave to amend this Complaint to insert these elements of
2 damage when the same are finally ascertained.

3 59. Defendants committed the acts alleged herein
4 despicably, maliciously, fraudulently and oppressively,
5 with the wrongful intention of injuring Plaintiff, from an
6 improper and evil motive amounting to malice, and in
7 willful and conscious disregard of Plaintiff's rights.
8 Plaintiff thus is entitled to recover punitive damages
9 from Defendants in an amount according to proof.

10 SEVENTH CAUSE OF ACTION

11 (Violation of Cal. Business & Professions Code § 17200 -
12 Against Defendants and Defendants DOES 1 through 100)

13 60. Plaintiff repeats and realleges each and
14 every allegation in Paragraph 1 through 59, above, as
15 though fully set forth at length herein.

16 61. For the purpose of this cause of action,
17 Plaintiff is suing both in her individual capacity and on
18 behalf of the general public.

19 62. Beginning at an exact date unknown to
20 Plaintiff but at least since May, 2001, Defendants, and
21 each of them, have committed acts of unfair competition as
22 defined by California Business & Professions Code § 17200,
23 by engaging in the practices set forth in the First
24 through Seventh Causes of Action, incorporated by
25 reference herein, and the following:

26 a. engaging in a pattern and/or practice
27 of sex discrimination, sex harassment, and/or
28 retaliation, in violation of Cal. Govt. Code §§
12940 et seq.;

1 b. failing to take all reasonable steps
2 necessary to prevent harassment, discrimination
3 and retaliation in the workplace;

4 c. unfairly subjecting female employees to
5 discrimination, harassment, and/or retaliation,
6 to the employee's detriment and to the detriment
7 of the public, and in violation of public policy;

8 d. Plaintiff is informed and believes that
9 Defendants are engaging in deceptive, misleading
10 and/or false communications and /or advertising
11 regarding Defendants' qualifications, ability and
12 willingness to provide equal employment
13 opportunities under the law, including complying
14 with laws relating to sex discrimination, sex
15 harassment and/or retaliation against employees;
16 e. Plaintiff is informed and believes that
17 Defendants failed, and/or continue to fail, to
18 post and/or distribute information regarding
19 sexual harassment in accordance with California
20 Government Code § 12950.

21 63. These acts and practices, as described
22 above, violate Business & Professions Code § 17200 in the
23 following respects:

24 a. In violating California law which
25 prohibits discrimination, harassment and
26 retaliation, Defendants' policy/practice(s)
27 constitutes an unlawful business act or practice
28 within the meaning of Business & Professions Code

1 § 17200;

2 b. The harm to Plaintiff and to members of
3 the general public outweighs the utility of
4 Defendants' policy/practice(s) and, consequently,
5 Defendants' practice(s) set forth hereinabove,
6 constitute unfair business acts or practices
7 within the meaning of Business & Professions Code
8 § 17200;

9 c. Defendants' policy/practice(s) is
10 likely to mislead the general public and,
11 consequently, constitutes a fraudulent or
12 deceptive business act or practice within the
13 meaning of Business & Professions Code §§ 17200
14 and 17500.

15 64. The unlawful, unfair and fraudulent business
16 practices of Defendants, as described above, present a
17 continuing threat to members of the public and those
18 practices jeopardize the health and safety of the public.

19 65. As a direct and proximate result of the
20 aforementioned acts, Plaintiff is entitled to injunctive
21 relief against Defendants pursuant to this cause of
22 action.

23 EIGHTH CAUSE OF ACTION

24 (Intentional Infriction of Emotional Distress -
25 Against All Defendants and Defendants DOES 1 through 100)

26 66. Plaintiff repeats and realleges each and
27 every allegation in Paragraphs 1 through 65, above, as
28 though fully set forth at length herein.

67. The conduct set forth hereinabove was

1 extreme and outrageous and an abuse of the authority and
2 position of Defendants and each of them. Said conduct was
3 intended to cause severe emotional distress, or was done
4 in conscious disregard of the probability of causing such
5 distress. Said conduct exceeded the inherent risks of
6 employment and was not the sort of conduct normally
7 expected to occur in the workplace. Defendants and each
8 of them abused their position of authority toward
9 Plaintiff, and engaged in conduct intended to humiliate
10 Plaintiff and to convey the message that she was powerless
11 to defend her rights. Defendants E-BAY, GAETA and DOES 1
12 through 100 abused their authority and directly injured
13 Plaintiff by their ratification of Defendants' acts and by
14 their actions in failing to protect, and violating the
15 rights and privacy of Plaintiff.

16 68. The foregoing conduct did in fact cause
17 Plaintiff to suffer extreme and/or severe emotional
18 distress. As a proximate result of Defendants' conduct,
19 Plaintiff suffered embarrassment, anxiety, humiliation,
20 mental anguish and emotional distress, and will continue
21 to suffer said conditions in the future in and amount
22 according to proof.

23 69. As a further proximate result of Defendants'
24 conduct, Plaintiff has suffered and continues to suffer
25 substantial losses incurred in seeking and performing
26 substitute employment and in earnings, compensation, and
27 other employment benefits, in an amount according to
28 proof. Plaintiff prays leave to amend this Complaint to

1 insert these elements of damage when the same are finally
2 ascertained.

3 70. Defendants committed the acts alleged herein
4 despicably, maliciously, fraudulently and oppressively,
5 with the wrongful intention of injuring Plaintiff, from an
6 improper and evil motive amounting to malice, and in
7 willful and conscious disregard of Plaintiff's rights.
8 Plaintiff thus is entitled to recover punitive damages
9 from Defendants in an amount according to proof.

10
11 NINTH CAUSE OF ACTION

12 (Breach of Oral Contract - Against All Defendants,
13 including Defendants DOES 1 through 100)

14 71. Plaintiff repeats and realleges each and
15 every allegation in Paragraphs 1 through 70 above, as
16 though fully set forth at length herein.

17 72. On or about July 2, 2001, in Santa Clara
18 County, Plaintiff and E-BAY, through its agent Anita
19 Gaeta, entered into an oral employment contract.

20 73. Under the terms of the oral contract between
21 the parties, Defendants agreed to hire Plaintiff as an
22 assistant to Anita Gaeta, and agreed to terms including,
23 but not limited to the following:

24 a. Plaintiff would receive minimum
25 compensation of \$40,000 per year plus benefits;

26 b. Plaintiff would be able to perform her
27 duties without undue or unfair criticism or
28 threat of termination as long as she performed
her duties in a satisfactory manner;

1 c. Plaintiff, as a woman, would be treated
2 fairly and equally to male managers and employees
3 regarding her employment;

4 d. Defendants would follow established
5 equal employment opportunity policies and
6 procedures, equal opportunity employment laws,
7 and follow their own established employment
8 policies and procedures, and Plaintiff, as a
9 woman would receive the benefits of those
10 policies and procedures.

11 74. Plaintiff has performed all conditions,
12 covenants and promises required by her on her part to be
13 performed in accordance with the terms and conditions of
14 the oral contract between the parties except for those
15 conditions from which Plaintiff has been excused or was
16 prevented from performing.

17 75. Defendants and each of them, breached the
18 oral agreement referred to herein by their actions,
19 including but not limited to the following:

- 20 a. Unfairly and unduly criticizing
21 Plaintiff regarding the performance of her job
22 duties;
- 23 b. Failing to treat Plaintiff fairly and
24 equally to male managers and employees regarding
25 her employment;
- 26 c. Failing to follow established equal
27 employment opportunity policies and procedures
28 regarding Plaintiff's employment, failing to

1 follow equal opportunity employment law, and
2 failing to follow Defendants' own established
3 policies regarding Plaintiff's employment, and
4 failing to provide Plaintiff with the benefits of
5 those policies. In fact, Defendants subjected
6 Plaintiff to a hostile and offensive working
7 environment as set forth herein.

8 76. As a direct and proximate result of the acts
9 of the Defendants and their breach of the contract,
10 Plaintiff has suffered and continues to suffer damages,
11 including, but not limited to, loss of income and
12 compensation, loss of salary, deferred compensation, loss
13 of benefits, loss of earnings and earning capacity, and
14 consequential damages in a presently unascertained amount.
15 Plaintiff prays leave to amend this Complaint to insert
16 these elements of damages when the same are finally
17 ascertained.

18
19 TENTH CAUSE OF ACTION

20 (Breach of the Covenant of Good Faith and Fair Dealing:
21 Against All Defendants, including Defendants DOHS 1-100)

22 77. Plaintiff repeats and realleges each and
23 every allegation in Paragraphs 1 through 76, above, as
24 though fully set forth at length herein.

25 78. The aforesaid employment contract contained
26 an implied covenant of good faith and fair dealing by
27 which Defendants, and each of them, promised to give full
28 cooperation to Plaintiff in her performance under said
contract and promised to refrain from doing any act which

1 would prevent or impede Plaintiff from performing all of
2 the conditions of the agreement to be performed by her,
3 and to refrain from any act that would prevent or impede
4 Plaintiff's enjoyment of the fruits of said contract.
5 Specifically, said covenant of good faith and fair dealing
6 required Defendants to perform fairly, honestly, and
7 reasonably the terms and conditions of the agreement.

8 79. Plaintiff, as an individual employee, was in
9 an inherently unequal bargaining position in her dealings
10 with Defendants. Plaintiff is informed and believes that
11 Defendants are an established concern with millions of
12 dollars in assets, and Defendants had knowledge regarding
13 their needs and future, unavailable to Plaintiff. In
14 addition, once Plaintiff committed herself to the above
15 stated contract, and took reasonable actions alleged
16 herein in reliance, Plaintiff was placed in a particularly
17 vulnerable position because she gave up other employment
18 and gave up the search for and acceptance of other
19 employment opportunities in order to devote her best
20 efforts to Defendants. She entrusted her livelihood to
21 Defendants' willingness to perform their obligations under
22 the contract, and risked suffering grave harm if
23 Defendants failed to perform. Defendants were aware of
24 Plaintiff's vulnerability in this regard.

25 80. Plaintiff is informed and believes that
26 Defendants breached their contract with Plaintiff without
27 conducting any reasonable investigation concerning their
28 obligations under said contract, without good or

1 sufficient cause, for reasons extraneous to the contract,
2 and for the purpose of frustrating Plaintiff's enjoyment
3 of the benefits of the contract. Accordingly, Defendants
4 breached their implied duty of good faith and fair
5 dealing. Further, Defendants breached this covenant with
6 regard to Plaintiff through their conduct in:

7 a. Depriving Plaintiff of her employment
8 and the benefits thereof, to protect E-BAY, Anita
9 GAETA and DOES 1 - 100 from claims of sex
10 harassment, discrimination and retaliation;

11 b. Subjecting Plaintiff to wrongful and
12 unfair criticism, discipline and other adverse
13 employment actions in order to conceal Supervisor
14 GAETA's sexual harassment of Plaintiff, to
15 intimidate Plaintiff and prevent her from
16 complaining, and to thereby protect all
17 Defendants from claims of sexual harassment,
18 discrimination and retaliation;

19 c. Subjecting Plaintiff to retaliation for
20 reporting and/or objecting to harassment and/or
21 discrimination against her

22 d. Failing to provide Plaintiff with a
23 working environment free of harassment based on
24 sex;

25 e. Failing to provide Plaintiff with a
26 working environment free of discrimination based
27 on sex;

28 f. Failing to provide Plaintiff with a

1 working environment free of retaliation based on
2 sex;

3 g. Retaliating against Plaintiff;

4 h. Invading Plaintiff's right to privacy;

5 i. Subjecting Plaintiff to differential
6 standards of conduct from other employees;

7 j. Failing to communicate honestly and
8 accurately with Plaintiff regarding her
9 employment;

10 k. Subjecting Plaintiff to arbitrary,
11 unfair and dishonest criticism;

12 l. Failing to provide Plaintiff with
13 timely notice of alleged performance deficiencies
14 and/or conduct issues, and failing to provide
15 Plaintiff with a meaningful opportunity to
16 respond to complaints and/or grievances against
17 her;

18 m. Denying the existence in bad faith of
19 the terms of the contract agreed to;

20 n. Denying Plaintiff fair treatment;

21 h. Engaging in the conduct set forth in
22 Causes of Action One through Nine hereinabove;

23 81. As a result of Defendants' violations of
24 said implied covenant of good faith and fair dealing,
25 Plaintiff has suffered harm including, but not limited to,
26 the following:

27 a. The destruction of Plaintiff's valuable
28 property interest, i.e., her prospect of

1 continuing future employment with Defendants and
2 receipt of continued compensation;

3 b. Impairment and damage to Plaintiff's
4 good name by causing her to be branded with the
5 untrue implication to all future prospective
6 employers that she was incompetent, had engaged
7 in wrongdoing, or had unsatisfactory performance;
8 and,

9 c. Substantial losses in earnings,
10 deferred compensation, and the value of other
11 employment benefits and costs incurred in seeking
12 and performing substitute employment.

13 PRAYER FOR RELIEF

14 WHEREFORE, Plaintiff STACIE WILSON prays judgment
15 against Defendants, and each of them, as follows:

16 1. For special and economic damages, including but
17 not limited to, back pay and front pay, past, present, and
18 future income, compensatory damages, lost wages and lost
19 employee benefits, medical and related expenses and other
20 special and economic damages according to proof, for all
21 Causes of Action;

22 2. For general and non-economic damages, including
23 but not limited to, mental and emotional distress damages,
24 damages for physical injuries and anguish, and other
25 general damages according to proof, for all Causes of
26 Action except Seven, Nine and Ten;

27 3. For loss of earning capacity, according to proof,
28 for all Causes of Action;

1 4. For punitive damages according to proof for all
2 Causes of Action except Seven, Nine and Ten;

3 5. For an award of interest, including prejudgment
4 interest, at the legal rate;

5 6. For injunctive relief including requiring
6 Defendants to adopt reasonable postings and changes in
7 personnel policies and procedures regarding sexual
8 harassment, discrimination and retaliation, requiring
9 training about sexual harassment for all employees, for a
10 permanent injunction enjoining Defendants, their agents,
11 successors and employees and those acting in concert with
12 them from engaging in each of the unlawful practices,
13 policies, usages and customs set forth hereinabove, and
14 for such other injunctive relief as the Court may deem
15 proper;

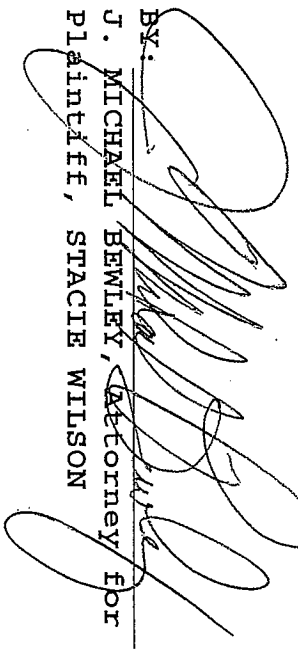
16 7. For costs of suit incurred;

17 8. For attorney's fees according to proof, including
18 attorneys fees pursuant to Cal. Govt. Code § 12965(b) and
19 CCP § 1021.5; and

20 9. For such other and further relief as this Court
21 deems just and proper.

22 Dated: August 29, 2002.

23 LAW OFFICES OF J. MICHAEL BEWLEY

24 BY: 
25 J. MICHAEL BEWLEY, Attorney for
26 Plaintiff, STACIE WILSON
27
28

COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

DFEH # E20-02-G-0402-001SC
 DFEH USE ONLY

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

YOUR NAME (Indicate Mr. or Mrs.) Mrs. Stacie Wilson TELEPHONE NUMBER (INCLUDE AREA CODE) (408) 370-9106

ADDRESS 520 Railway Avenue, Apt. 183

CITY/STATE/ZIP Campbell, CA 95008 COUNTY CODE San Clara

NAMED IS THE EMPLOYER, PERSON, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, OR STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME: San Clara

NAME eBay, Inc. TELEPHONE NUMBER (Include Area Code) (408) 558-7400

ADDRESS 2445 Hamilton Ave. DFEH USE ONLY

CITY/STATE/ZIP San Jose, CA 95125 COUNTY San Clara COUNTY CODE

NO. OF EMPLOYEES/MEMBERS (if known) est. 1000 DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (month, day, and year) Sept. 16, 2001 RESPONDENT CODE

THE PARTICULARS ARE: On September 16, 2001, I was

because of my: sex national origin/ancestry denied employment denied family or medical leave
 age marital status denied promotion denied pregnancy leave
 religion association denied transfer denied equal pay
 race/color medical condition forced to quit denied accommodation denied right to wear pants
 other (specify) discriminated against and retaliated against

Name of Person Anita Gault, EXECUTIVE ASSISTANT TO CEO/ SUPERVISOR Job Title (supervisor/manager/personnel director/etc.)
 because of my: please see attached
 the reason given by please see attached Name of Person and Job Title

was because of please see attached for some examples.
 (please state what you believe to be reason(s))

I wish to pursue this matter in court. I hereby request that the Department of Fair Employment and Housing provide a right-to-sue notice. I understand that if I want a federal notice of right-to-sue, I must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of the DEH "Notice of Case Closure," or within 300 days of the alleged discriminatory act, whichever is earlier.

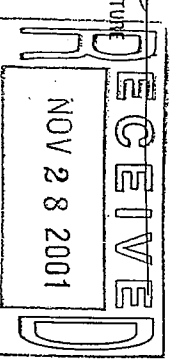
I have not been coerced into making this request, nor do I make it based on fear of retaliation if I do not do so. I understand it is the Department of Fair Employment and Housing's policy to not process or reopen a complaint once the complaint has been closed on the basis of "Complainant Elected Court Action."

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge except as to matters stated on my information and belief, and as to those matters I believe it to be true.

Dated November 28, 2001

At San Jose City

COMPLAINANT'S SIGNATURE



I, Stacie Williams, started working at Bay on May 30th, 2021. I am a qualified employee.

My supervisor, Anita Elyetta, is the executive assistant to CEO Meg Whitman, and subjected me to severe and pervasive sexual harassment, both ~~and~~ and Pro Duo and Hostile Environment.

Anita and I shared side by side desks in a cubicle setup. Anita made a series of unwanted sexually explicit and suggestive comments, advances and other acts throughout the course of my employment. These incidents came during my 90 day probationary period during which time I could be fired summarily. At the same time I began to rebel the harassment to coworkers, finally summarizing the entire sequence of events to an HR recruiter. Meanwhile, I made it clear, to Anita that I was offended by her harassment.

Anita then began to retaliate against me by ~~imposing~~ disciplining me and by terminating me. In or about mid-June (my second week on the job) Anita asked me if I had a boyfriend. I said no and that's when Anita told me that she plays for the other team. I understood her to mean she was a lesbian around mid-June Anita said, "you look very today." to me as I walked into work. She then lifted up her leg, feigning a male erection.

About mid-June Anita made an extremely blatant comment about the shoes I was wearing. Anita said, "Oh you're wearing your CFM's?" I said, "CFM's, what's that?" Anita said, "you know, Come Fuck me Pumpo!" I was shocked. Anita made this come Fuck me comment some 10 more times: almost every time I wore those shoes; about once a week or more, throughout my employment. At first I laughed it off. Later I would roll my eyes in disgust. Finally in a firm but friendly way, "Shut up about that!" I went sitting at around late July Anita and I were sitting at our desks. Anita told me: "I was with another woman. She put her hand up me (crotch) and pulled out a piece of cotton. I told her

Thanks I wonder how you were there." I was shocked and pulled and replied with, "That's disgusting!"

One lunchtime in early August I ate part of a tuna sandwich and threw the rest away in trash can under my desk.

Anita walked over to my desk and said,

"What's that smell? Oh you double after your period?" I looked shocked and offended. Anita repeated, "Do you double?" Anita then noticed my hurt and offended expression and said, "Just kidding." I then went immediately to Bob Rupp's cubicle and told her what Anita had said. Bob said, "She is sick! That girl is totally clueless!"

As a part of her effort to "Come on" to me, around mid or end of July "Anita asked me if I smoked out" and offered to share marijuana with me. I emphatically said, "No, I don't smoke dope." When Anita said, "Well I'm going to ST (San Francisco) tonight and getting some good dope." Anita then asked me to buy her some Violine for her on my lunch hour.

Around late July Anita and I went to return a rental car for Brian Sweetie (an eBay executive) whom we supported. On the trip back to the office, in Anita's car, the following happened:

Anita pulled a bag of marijuana from her car's glove and offered it to me. I said, "No thanks, Anita then asks me if I have ever been with another woman. I said, "No it's not my thing." Anita said, "Don't smoke it till you've tried it."

Around end of July or early August Anita and I were in our cubicle. Sherry who had often talked about her live in partner, Belinda, said:

"Belinda's moving out. I'm going to be a free woman. Any takes?"

Sometime in late August Anita had said,

"Have you ever done a threesome? I want to help a friend of mine fulfil his fantasy - and incidentally he has a big dick." I was so shocked I couldn't even respond, but told co-workers immediately.

late Aug or early Sept.) I was lending over to put some files away. Anita says, "You need to put on some underwear."

Offended, I said, "Hello, I am wearing underwear." Anita said, "Well maybe you lend over I get a black eye"

around mid August - Sept. Anita started her retaliations. After Anita's "turn sandwich" comment I stopped being 'shit-chatty'.

Towards Anita and more formal and distant also, after I had told Anita to shut up about the "CFM'S" comment and the "black eye" comment I then got the sense that Anita was angry with me.

Retaliatory incidents:
Anita unfairly complained about Timeliness.

She said I would be on secret protection between her and me without HR. From that day on Anita would be standing or sitting at her desk tapping her watch as I walked in to work.

another day (during "secret protection" time) ED may whitman's sent me to Starbucks to get coffee for her and the executive group. I was waiting in line when the head of security (Bob) walked in. This was extremely embarrassing for me.

Upon my return to work Anita said that she sent John (security) over to look for me because they wanted her coffee. I believe this was just retaliation.

On one occasion, I was typing an OTH instant message email to a co-worker. Anita, seeing this in her mirror, got up, came over to my desk, and said, "What are you writing about?" Then grabs the mouse out of my hand and "clicked" on the OTH, reads it, and then texts - OTHing the person. Anita also called me at home asking for my password and then began rooting around in my files.

Amita had a report at her desk when she says so. For me, sig. However, as the the-thing I had clearly expressed I was offended by Amita's comments, she began using threats to monitor my activities and movements. I would also catch her either staring at me or quickly looking away.

at the beginning of my 1st 9-month (the interview) Amita mentioned that her job was being trained to take over her job. Prior to my termination Amita told me I wasn't going to be her successor, because I was not professional in my behavior or dress. This really shocked me because up to that ~~time~~ I had received good comments about my work and appearance. In fact a few days earlier, Amita told me that CEO Whitman "loves you" and that I was doing great and should stay productive.

Instead, Amita terminated me on

September 10, 2001

During this entire time on the job, I was very afraid to report Amita's sexual harassment to HR because I feared and was certain that I'd lose my job. There are the main reasons.

First of all I was in a 90-day probationary period and could be fired summarily. If Amita got wind that I complained, I was certain she'd fire me.

Also, Amita has a very powerful position at eBay as executive assistant to the CEO, and has a long and very close personal relationship with my ~~whitman~~ Whitman. Because there were no ~~whitman~~ ~~Whitman~~ ~~to~~ Amita's harassment, I was afraid that eBay management would not believe me or ~~back~~ ~~up~~ ~~Amita~~ even if they did.

Moreover, it was never given
my asking, procedure, or manual on
how to handle a supervisor's or
management at Bay. I want
clear about what to do even
though I talked to friends at
work. I even told a friend who
works in HR about all of the
incidents. But she also expressed
doubts or concern that I'd lose my
job if I reported Anita's conduct
to HR.

COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIF. JIA FAIR EMPLOYMENT AND HOUSING ACT

DFEH # E2 102-G-0402-01 ISC
DFEH USE ONLY

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

YOUR NAME (Indicate Mr. or Ms.)

Ms. Stacie Wilson

TELEPHONE NUMBER (INCLUDE AREA CODE)
(408) 570-9100

ADDRESS

520 Railway Avenue, Apt. 183

CITY/STATE/ZIP

Campbell, CA 95008

COUNTY
Santa Clara COUNTY CODE

NAMED IS THE EMPLOYER, PERSON, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, OR STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME.

NAME

Anita Gaeta

TELEPHONE NUMBER (Include Area Code)
(408) 558-7400

ADDRESS

eBay, Inc., 2145 Hamilton Ave.

DFEH USE ONLY

CITY/STATE/ZIP

San Jose, CA 95125

COUNTY
Santa Clara COUNTY CODE

NO. OF EMPLOYEES/MEMBERS (if known)

est. 1990

DATE MOST RECENT OR CONTINUING DISCRIMINATION TOOK PLACE (month, day, and year)

Sept. 10, 2001

RESPONDENT CODE

THE PARTICULARS ARE:

On September 10, 2001, I was

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Fired | <input type="checkbox"/> denied employment | <input type="checkbox"/> denied family or medical leave |
| <input type="checkbox"/> laid off | <input checked="" type="checkbox"/> denied promotion | <input type="checkbox"/> denied pregnancy leave |
| <input type="checkbox"/> demoted | <input type="checkbox"/> denied transfer | <input type="checkbox"/> denied equal pay |
| <input checked="" type="checkbox"/> harassed | <input type="checkbox"/> denied accommodation | <input type="checkbox"/> denied right to wear pants |
| <input type="checkbox"/> forced to quit | <input checked="" type="checkbox"/> other (specify) <u>discriminated against and retaliated against</u> | |

Name of Person

Job Title (supervisor/manager/personnel director/etc.)

by Anita Gaeta, Executive Assistant to CEO (supervisor)

because of my:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> sex | <input type="checkbox"/> national origin/ancestry | <input type="checkbox"/> physical disability |
| <input type="checkbox"/> age | <input type="checkbox"/> marital status | <input type="checkbox"/> mental disability |
| <input type="checkbox"/> religion | <input type="checkbox"/> association | <input type="checkbox"/> other (specify) _____ |
| <input type="checkbox"/> race/color | <input type="checkbox"/> medical condition | |

(Circle one) filing:
 protesting, participating in investigation, retaliation (or)

the reason given by please see attached

Name of Person and Job Title

was because of
[please state
what you believe
to be reason(s)]

please see attached for some examples

I wish to pursue this matter in court. I hereby request that the Department of Fair Employment and Housing provide a right-to-sue notice. I understand that if I want a federal notice of right-to-sue, I must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of the DFEH "Notice of Case Closure," or within 300 days of the alleged discriminatory act, whichever is earlier.

I have not been coerced into making this request, nor do I make it based on fear of retaliation if I do not do so. I understand it is the Department of Fair Employment and Housing's policy to not process or reopen a complaint once the complaint has been closed on the basis of "Complainant Elected Court Action."

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge except as to matters stated on my information and belief, and as to those matters I believe it to be true.

Dated November 28, 2001

COMPLAINANT'S SIGNATURE

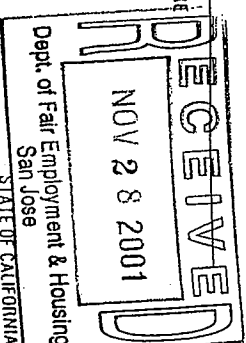
Stacie Wilson

At San Jose
City

DATE FILED:

NOV 28 2001

DFEH-300-03 (1/1981)
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING



I, Staci Wilder, started working at eBay on May 30th, 2001. I am a qualified employee. My supervisor, Anita Everts, is the executive deviation to CEO regulations, and subjected me to severe and pervasive sexual harassment, both physical and verbal and hostile environment.

Anita and I shared a side by side desk in a cubicle setup. Anita made a series of unwanted sexually explicit and suggestive comments, advances and other acts throughout the course of my employment. These incidents came during my 90 day probationary period during which time I could be fired summarily. At the same time I began to reveal the harassment to coworkers, finally summarizing the entire sequence of events to an HR recruiter. Meanwhile, I made it clear, to Anita that I was offended by her harassment.

Anita then began to retaliate against me by unfairly disciplining me and by terminating me. On or about mid-June (my second week on the job) Anita asked me if I had a boyfriend. I said no and that's when Anita told me that she plays for the other team. I understood her to mean she was a lesbian around mid-June Anita said, "You look ugly today." to me as I walked into work. She then lifted up her leg, feigning a male erection.

About mid-June Anita made an extremely blatant comment about the shoes I was wearing. Anita said, "Oh you're wearing your CFM's?" I said, "CFM's, What's that?" Anita said, "You know, Come Fuck me Pumpo!" I was shocked. Anita made this come fuck me comment some 10 more times: almost once a week time I wore those shoes, about once a week or more, throughout my employment. At first I laughed it off. Later I would roll my eyes in disgust. Finally in a firm but friendly way, "Shut up about that!" I went sitting at around late July Anita and I were sitting at our desks. Anita told me: "I was with another woman. She put her hand up me (cocks) and pulled out a piece of cotton. I told her

Thomas & Warren were very ~~was~~ seen there." I was shocked and repulsed and replied with, "That's disgusting!"

One lunchtime in early August I ate part of a tuna sandwich and threw the rest away in trash. Can you wear my seat, Anita asked over to my seat and said,

"What's that smell? Do you smoke after your period?" I looked shocked and offended. Anita repeated, "Do you smoke?" Anita then noticed my hurt and offended expression and said, "Just kidding." I then went immediately to Bob Ruff's vehicle and told her what Anita had said. Bob said, "She is sick! That girl is totally clueless!" As a part of her effort to "Come on" to me, around mid or end of July "Anita asked me if I smoked out, and offered to share marijuana with me. I emphatically said, "No, I don't smoke dope." Then Anita said, "Well I'm going to SF (San Francisco) tonight and getting some good dope." Anita then asked me to buy her some Vision for her on my lunch hour.

Around late July Anita and I went to return a rental car for Brian Sweetie (an eBay executive) whom we supported. On the trip back to the office, in Anita's car, the following happened:

Anita pulled a bag of marijuana from her car's "trunk" and offered it to me. I said, "no thanks, I'ma then asks me if I'd have ever been with another woman. I said, "No it's not my thing." Anita said, "Don't brook it till you've tried it."

Around end of July or early August Anita and I were in our vehicle. Chita who had often talked about her live in partner, Belinda, said:

"Belinda's moving out. I'm going to be a free woman. Any talkers?"

Sometimes in late August Anita had said,

"Have you ever done a threesome?" I want to help a friend of mine Phil his fantasy - and incidentally he has a big dick." I was so shocked I couldn't even respond, just told co-workers immediately.

late Aug or early Sept.) I was lending over to put some files away. Anita says, "You need to put on some underwear!"

Shrilled, I said, "Hello, I am wearing underwear." Anita said, "Well everytime you lend over I get a black eye"

around mid August - Sept. Anita stated her retaliation. After Anita's "Tuna sandwich" comment I stopped being 'shit-chatting'

towards Anita and more formal and distant. Also, after I had told Anita to shut up about the "CIM'S" comment and the word "black eye" comment I then got the word that Anita was angry with me. Retaliatory incidents:

Anita unfairly complained about Timeliness. She said I would be on secret protection between her and me without HR. From that day on Anita would be standing or sitting at her desk tapping her watch as I walked in to work.

another day (during "secret protection" time) ED may whatever sent me to Starbucks to get coffee for her and the executive group. I was waiting in line when the head of security (Ray) walked in. This was extremely embarrassing for me upon my return to work Anita said that she sent (John security) over to look for me because they wanted her coffee. I believe this was 'outrageous retaliation'.

On one occasion, I was typing an LHM instant message email) to a co-worker. Anita, seeing this in her mirror, got up, came over to my desk, and said, "What are you writing about?" Then grabs the mouse out of my hand and "clicks" on the LHM, reads it, and then texts Mr. King the person. Anita also called me at home asking for my password and then began rooting around in my files.

Amite had a meeting at her at 22 which she says is for making. However, after the time I had clearly appeared I was offended by Amite's comments, she began using the minor to monitor my activities and movements. I would also catch her either staring at me or quickly looking away.

at the beginning of my 1st leave at the interview) Amite mentioned that her job was being trained to take over her job. Prior to my termination Amite told me I wasn't going to be her successor, because I was not professional in my behavior or dress. This really shocked me because up to that ~~time~~ I had received good comments about my work and appearance. In fact a few days earlier, Amite told me that CEO Whitman "loves you" and that I was doing great and should stay productive.

Instead, Amite terminated me on September 10, 2001

During this entire time on the job, I was very afraid to report Amite's sexual harassment to HR because I feared and was certain that I'd lose my job. There are the main reasons:

First of all I was in a 90-day probationary period and could be fired summarily. If Amite got word that I complained, I was certain she'd fire me.

Also, Amite has a very powerful position at eBay as executive assistant to the CEO, and has a long and very close personal relationship with my Whitman. Because there were no witnesses to Amite's harassment, I was afraid that eBay management would not believe me or ~~be~~ be set up Amite even if they did.

Moreover, it was never given
my rating, procedure, or manual on
how to handle a supervisor or
harassment at eBay. I want
clear about what to do even
though I talked to friends at
work. I even told a friend who
works in HR about all of the
incidents. But she also expressed
serious concern that I'd lose my
job if I reported Anita's conduct
to HR.

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

1111 North Market Street, Suite 810, San Jose, CA 95113-1102
(408) 277-1277 TTY (800) 700-2320 Fax (408) 277-9997
www.dfeh.ca.gov



November 29, 2001

STACIE WILSON
520 RAILWAY AVENUE, APT. 183
CAMPBELL, CA 95008

RE: E200102G0402-00-rsc
WILSON/EBAY, INC.

Dear Ms. WILSON:

NOTICE OF CASE CLOSURE

This letter informs you that the above-referenced complaint that you filed with the Department of Fair Employment and Housing (DFEH) has been closed effective November 28, 2001 because you requested an immediate right-to-sue notice. DFEH will take no further action on your complaint.

This letter is also your Right-To-Sue Notice. According to Government Code Section 12965, subdivision (b), you may bring a civil action 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.

If you want a federal notice of Right-To-Sue, 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.

Notice of Case Closure
Page Two

The Department of Fair Employment and Housing does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,



Marlene Winstead
District Administrator

cc: Case File

EEO REP
EBAY, INC.
2145 HAMILTON AVENUE
SAN JOSE, CA 95125

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

111 North Market Street, Suite 810, San Jose, CA 95113-1102
(408) 277-1277 TTY (800) 700-2320 Fax (408) 277-9997
www.dfeh.ca.gov



November 29, 2001

STACIE WILSON
520 RAILWAY AVENUE, APT. 183
CAMPBELL, CA 95008

RE: E200102G0402-01-rsc
WILSON/GAETA, ANITA, AS AN INDIVIDUAL

Dear Ms. WILSON:

NOTICE OF CASE CLOSURE

This letter informs you that the above-referenced complaint that you filed with the Department of Fair Employment and Housing (DFEH) has been closed effective November 28, 2001 because you requested an immediate right-to-sue notice. DFEH will take no further action on your complaint.

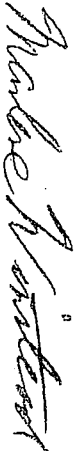
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Notice of Case Closure
Page Two

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Sincerely,



Marlene Winstead
District Administrator

cc: Case File

ANITA GAETA
AS AN INDIVIDUAL
EBAY, INC.
2145 HAMILTON AVENUE
SAN JOSE, CA 95125

FOR COURT USE ONLY

SBN 53158

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

J. Michael Bewley
LAW OFFICES OF J. MICHAEL BEWLEY
160 West Santa Clara Street, Suite 625
San Jose CA 95113

TELEPHONE NO.: 408/292-9000 FAX NO.: 408/287-6404
ATTORNEY FOR (Name): Stacie Wilson

FILED

2002 AUG 29 AM 9:08

KIMI TORRES
CHIEF EXEC. DEPTER/CLEER
SUPERIOR COURT OF CA
COUNTY OF SANTA CLARA
E. Hernandez

INSERT NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY:

Superior Court of California, Santa Clara County

CASE NAME: Wilson v. E-Bay, et al

CIVIL CASE COVER SHEET	<input type="checkbox"/> Limited <input checked="" type="checkbox"/> Unlimited	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	CASE NUMBER: CV 810686 ASSIGNED JUDGE:
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Please complete all five (5) items below.

1. Check one box below for the case type that best describes this case:

<input type="checkbox"/> Auto Tort <input checked="" type="checkbox"/> Auto (22) <input type="checkbox"/> Other P/PI/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/D/W/D (23) <input type="checkbox"/> Non-P/PI/D/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (e.g., discrimination, false arrest) (08) <input type="checkbox"/> Defamation (e.g., slander, libel) (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (e.g., legal malpractice) (25) <input type="checkbox"/> Other non-P/PI/D/W/D tort (35) <input type="checkbox"/> Employment <input type="checkbox"/> Wrongful termination (36)	<input checked="" type="checkbox"/> Contract <input type="checkbox"/> Other employment (15) <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (e.g., money owed, open book accounts) (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <input type="checkbox"/> Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (e.g., quiet title) (26) <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <input type="checkbox"/> Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11)	<input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) <input type="checkbox"/> Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Claims involving mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Toxic tort/Environmental (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (e.g., sister state, foreign, out-of-county abstracts) (20) <input type="checkbox"/> Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <input type="checkbox"/> Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
 - b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 - c. Substantial amount of documentary evidence
 - d. Large number of witnesses
 - e. Coordination and related actions pending in one or more courts in other countries, states or countries, or in a federal court
 - f. Substantial post-disposition judicial disposition
3. Type of remedies sought (check all that apply):
 a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (Specify): 1.0
5. This case is is not a class action suit.
 Date: 8/29/02

J. Michael Bewley (TYPE OR PRINT NAME)  (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code) (Cal. Rules of Court, rule 982.2.)
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.



SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

CASE NUMBER: _____

CV 81 0686

NOTICE TO LITIGANTS

A. Service: Except as otherwise permitted by court order, within 60 days after filing the complaint, the plaintiff must 1) serve each defendant with the complaint, a copy of the *Notice to Litigants*, and an *Alternative Dispute Resolution (ADR) Information Sheet*, and 2) file a corresponding proof of service. When filing a cross complaint or amended pleading, the pleading party must also file a proof of service on all of the parties who previously appeared and, within 30 days, 1) serve each new party with the pleading, a copy of the *Notice to Litigants*, and an *ADR Information Sheet*, and 2) file a corresponding proof of service. The party serving the *Notice to Litigants* must complete Section E if the initial Case Management Conference was continued or has passed.

B. Rules and Forms: All parties must abide by the state and local rules of court and use proper state and local forms. The rules and forms may be obtained or purchased as follows:

State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms or /rules;
Local Rules and Forms: www.secsuperiorcourt.org/rules/index.htm;
Local Rules: San Jose Post-Record, 90 North First St., Suite 100, San Jose (408) 287-4866;
All Forms and Local Rules: Rose Printing Co., 49 North First St., CA (408) 293-8177

C. Your Case Management Judge is: WILLIAM ELFVING

DEPT: 02

D. The Initial Case Management Conference (CMC) is scheduled as follows: (Completed by Clerk of Court)

Date: JAN 07 2003 **Time:** 15:00 **Dept.:** 02 **Judicial Officer:** WILLIAM ELFVING.

E. The next CMC is scheduled as follows: (Completed by party if the initial CMC was continued or has passed)

Date: _____ **Time:** _____ **Dept.:** _____ **Judicial Officer:** _____.

F. ALL CMCs: Parties must meet and confer, in person or by telephone, no later than 30 calendar days before the CMC. Parties must file a completed Case Management Statement no later than 15 calendar days before the CMC. Counsel for each party and each self-represented party must appear at the CMC. A telephonic appearance may be requested pursuant to the procedure set forth in Local Civil Rule 8.

G. ADR: In unlimited civil cases, if the parties file a completed and signed ADR stipulation at least 15 calendar days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. You may contact the ADR Administrator at 408-299-3090 for a list of ADR providers and their qualifications, services, and fees.

H. Sanctions: Parties and counsel who fail to comply with state or local rules of court will be subject to the imposition of sanctions. [CRC Rule 227 and Local Civil Rule 7]