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E-FILED
6/16/2021 10:49 AM
Superior Court of California
County of Fresno
By: A. Ramos, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO**

DANNY R. ARMENTA,
Plaintiff,

V.

HABITAT FOR HUMANITY FRESNO, INC., a California non-profit corporation; FISHMAN, LARSEN & CALLISTER, A PROFESSIONAL CORPORATION, a California professional corporation; and DOUGLAS LARSEN, an individual, and DOES 1 through 50, inclusive,

Defendants,

Case No.: 21CECG01728

COMPLAINT FOR DAMAGES:

1. Wrongful Termination (Common Law);
2. Invasion of Privacy (California Constitution);
3. Retaliation (California Labor Code §98.6);
4. Intentional Infliction of Emotional Distress; and
5. Negligent Misrepresentation

PARTIES

1. Plaintiff, Danny R. Armenta (“Plaintiff” herein), is, and at all relevant times was, a resident of Fresno County, California.

2. Plaintiff is informed and believes, and based thereon alleges, that Defendant Habitat For Humanity Fresno, Inc. ("Habitat") is, and at all relevant times was, a non-profit corporation

1 organized and existing under the laws of the State of California, qualified to do business in the
2 State of California, and with its principal place of business located in Fresno County, California.

3. Plaintiff is informed and believes, and based thereon alleges, that Defendant
4 Fishman Larsen & Callister, A Professional Corporation (“FLC”) is, and at all relevant times was,
5 a professional corporation organized and existing under the laws of the State of California,
6 qualified to do business in the State of California, and with its principal place of business located
7 in Fresno County, California.

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant
10 Douglas Larsen (“Larsen”) is, and at all relevant times was, a resident of the State of California,
11 with a business office in the County of Fresno, California.

13. Plaintiff is unaware of the true names and capacities of defendants sued herein as
14 Does 1 through 50, inclusive, and therefore sues them by those fictitious names. Plaintiff will
15 amend this Complaint to allege their true names and capacities when ascertained. Plaintiff believes
16 that each of the fictitiously named DOE defendants is indebted to Plaintiff as alleged in this
17 Complaint, and that Plaintiff’s rights against each fictitiously-named DOE defendant arise from
18 this indebtedness.

20. Plaintiff is informed and believes, and upon such information and belief alleges,
21 that at all times herein mentioned, Habitat, FLC, Larsen and the DOE defendants, and each of
22 them, were the agents, servants, alter egos, employees, joint venturers and/or co-partners of each
23 of the other of them and, in doing the acts and in carrying out the wrongful conduct alleged herein,
24 each of Habitat, FLC, Larsen and the DOE defendants acted within the scope of said relationship
25 and with the permission, authority, consent and ratification of each of Habitat, FLC, Larsen and
26 the DOE defendants.

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JURISDICTION

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7. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Habitat and FLC were doing business in the State of California, and Larsen resided in the State of California, such that the exercise of jurisdiction by this Court would not be inconsistent with the Constitution of the State of California and/or the United States of America.

8. This Court has jurisdiction over this action pursuant to California Code Civil Procedure Section 410.10.

9. The total amount in controversy for claims of Plaintiff is more than Twenty-Five Thousand Dollars (\$25,000). In addition, Plaintiff asserts no claims under federal law, all causes of action named herein being based exclusively under California law.

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VENUE

10. Plaintiff is informed and believes, and thereon alleges, that venue in the County of Fresno is proper in that (i) each of Habitat's and FLC's headquarters is located in the County of Fresno, (ii) the County of Fresno is where Larsen worked at all relevant times, and (iii) all or substantially all of the wrongful acts complained of occurred in Fresno County. Venue is proper under California Code of Civil Procedure Section 395 in that Plaintiff's injuries were incurred within this jurisdiction, and the actions that gave rise to Plaintiff's Complaint arose within this jurisdiction.

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GENERAL ALLEGATIONS

11. By this reference, Plaintiff realleges and incorporates Paragraphs 1 through 10, inclusive, as though fully set forth herein.

12. Plaintiff was offered the position of Chief Executive Officer of Habitat pursuant to an offer letter dated November 14, 2020 (the "Offer Letter"), a true and correct copy of which is attached as Exhibit "A" hereto. Plaintiff was conditionally selected as Habitat's CEO after an exhaustive search, involving dozens of candidates.

13. During the hiring process, Plaintiff provided full and complete responses to whatever was asked of him on behalf of Habitat. In addition, he permitted Habitat to run personal and financial background checks, without limitation, as requested by Habitat.

14. In particular, Plaintiff fully complied with the provision of the Offer Letter which provides as follows:

“Contingencies: This offer is contingent upon the successful completion of a drug screening and background or reference checks desired by [Habitat]. Please complete the attached Background Check Authorization and email it to

_____@habitatfresno.org. [name omitted]. You will then receive an email from TruDiligence regarding your pre-employment background check and scheduling your pre-employment drug screen.”

Plaintiff abided by, and successfully completed, the due diligence process requested by Habitat. He was hired at a base salary of One Hundred Twenty-Five Thousand Dollars (\$125,000) per annum. After 60 days, he became, and was, eligible for other benefits, including health, dental and vision insurance. He was also entitled to consideration for a discretionary bonus.

15. Notwithstanding that Plaintiff is an ordained minister and received a B.A. in Theology Studies from LIFE Pacific College in San Dimas, California, his work for Habitat in no sense involved work as a minister or clergy member. He was hired solely for non-religious matters.

16. Plaintiff was fired by Habitat shortly after the conclusion of the 60-day wait period for various benefits, including health insurance. He was fired for reasons that were largely attributable to concerns raised by Habitat, through its legal counsel, Douglas Larsen, a principal of FLC, about personal and financial matters, none of which should have been of any particular concern to Habitat or its legal counsel.

17. Moreover, while the matters raised had little, if any, relevance to Plaintiff's position, duties or responsibilities with Habitat, they could have been fully vetted prior to causing Plaintiff to leave his then current positions to take a position with Habitat.

18. Danny left employment with Milestone Management (“Milestone”), as its Director of Sales & Marketing, to take his position with Habitat. Danny was making approximately Ninety-Four Thousand Dollars (\$94,000) per annum, inclusive of bonus, when he left Milestone Management.

19. In addition, Danny left his position as an Associate Professor of Business at the UEI College, Fresno campus (“UEI”), to take the CEO position with Habitat. Danny’s anticipated income from his work as an Associate Professor was approximately Twenty-Six Thousand Four Hundred Dollars (\$26,400) per annum.

20. Danny resigned his positions with Milestone and UEI based on express representations made to him that he had passed the due diligence review by Habitat, and would be eligible to commence employment with Habitat, per the Offer Letter, accordingly.

21. Plaintiff was summarily fired by Habitat on February 10, 2021, notwithstanding that his work as CEO was commendable according to every benchmark, including statements made to Plaintiff by those within the organization, including Charles Fuller (“Fuller”), the President of Habitat’s Executive Board.

22. Plaintiff was proud to be the CEO of Habitat. He worked tirelessly putting his heart and soul into his work. So, it came as a tremendous shock to Plaintiff when, out of the blue, he was given the “third degree” by Mr. Larsen at a meeting of sorts that occurred at FLC’s offices on February 10, 2021.

23. A day earlier, on February 9, 2021, Plaintiff was advised by Fuller that the Habitat Executive Board wanted to see him on February 10, 2021 at 2:30 p.m. Danny replied “OK” and asked if everything was OK, to which Fuller replied by text that the Executive Board needed to go over matters with Danny.

1 24. At 2:00 p.m., the following day, Plaintiff received a call from Fuller to advise
2 Plaintiff that Plaintiff needed to go to the office of Habitat's legal counsel, FLC. Upon arrival,
3 Plaintiff alone was placed in a conference room. Minutes later, attorney Larsen and three (3)
4 Executive Board members (Dave Marler (VP), Robin Stith (Secretary) and Fuller) joined
5 Plaintiff in the conference room.

6 25. Once situated, Larsen told Plaintiff that he had several questions, which Plaintiff
7 must answer honestly and with full candor. Larsen told Plaintiff in no uncertain terms that this
8 would be Plaintiff's only chance to answer questions. Larsen was very callous, heartless and
9 condescending towards Plaintiff in delivering his directives.

10 26. Thereafter, Larsen engaged in a roughly 20-minute lecture designed to humiliate
11 and shame Plaintiff in front of the Executive Board members. The lecture centered on the
12 definitions of the words "honesty" and "full candor."

13 27. Attorney Larsen, sitting as judge and jury, told Plaintiff that if Larsen felt that
14 Plaintiff was not being honest with him, Larsen would terminate the conversation and that
15 "things would not go well" for Plaintiff thereafter, suggesting something sinister or even criminal
16 was afoot.

17 28. Plaintiff said "OK," but advised everyone present that he did not understand what
18 was happening. He asked Larsen whether there was an accusation of some sort against Plaintiff,
19 to which Larsen said he would not reply. While attorney Larsen deemed it necessary to lecture
20 Plaintiff for 20 minutes on the meaning of "honesty" and "full candor," when it came a request
21 made to him for a candid response, he failed to respond and showed no candor whatsoever.

22 29. Over the course of roughly the next two hours, Larsen questioned Plaintiff about a
23 host of matters, including the following: (i) He asked Plaintiff about his veteran status,
24 questioning Plaintiff whether he had the right to call himself a "veteran;" (ii) He asked Plaintiff
25 about his past financial history, including amounts owed to creditors, none of which was relevant
26 to Plaintiff's job with Habitat, and all of which was, or could have been, examined during the
27 vetting process; (iii) He questioned Plaintiff about his past personal relationships dating back to

1 1994, including with his ex-wife and with a former girlfriend; and (iv) He asked Plaintiff about
2 his position as a minister, in particular questioning his status as an ordained minister, none of
3 which was at all relevant to Plaintiff's position with Habitat.

4 30. Attorney Larsen was remarkably smug throughout the 2 hours plus in which he
5 insulted and humiliated Plaintiff. Larsen was intent on letting Plaintiff know who was in the
6 right, and that Plaintiff was not worthy of the position given to him by the good graces of
7 Habitat. He wanted Plaintiff to be ashamed of his past and the way he has represented himself
8 and his community.

9 31. Sadly, Larsen's efforts to shame and humiliate Plaintiff were met with approval
10 by Fuller and the other Board members present. Indeed, Fuller told Plaintiff that he should
11 never be allowed to work for a public entity or for any concern where financial matters were
12 involved.

13 32. After those 2 hours plus, Larsen said he needed to speak further with the Board,
14 telling Plaintiff that, in the meantime, Plaintiff needed to document his work history with exact
15 dates, duties and so forth. Plaintiff told him that he remembered all of the requested information,
16 and moreover, that his resume documented everything in detail.

17 33. Larsen walked Plaintiff to a room, telling Plaintiff that he would come back for
18 him when the work was completed. He returned 30 minutes later, and led Plaintiff to a
19 conference room, stating that the Board decided to terminate Plaintiff's employment effective
20 immediately, based on Larsen's recommendation.

21 34. Plaintiff asked if he could address the Board, and ask its members to reconsider
22 the matter, in particular as he was truthful about his past that was the subject of Larsen's
23 interrogation and, moreover, the points of inquiry had no bearing on his ability to perform his
24 duties as CEO. Moreover, Plaintiff had successfully displayed his abilities as CEO to the Board
25 over the past 2-1/2 months.

26 35. Plaintiff shared with Larsen that Plaintiff had fulfilled all that had been asked of
27 him, had worked very hard and had advanced the organization in a positive direction in a very
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1 short time. Plaintiff reiterated that nothing improper or dishonest had happened, that he had not
2 broken any laws or committed any misconduct.

3 36. To this, Secretary Robin Stith (“Stith”) stated that if the Executive Board had
4 known about his personal history and financial background, they would not have hired Plaintiff.
5 Plaintiff reminded her that they ran a background check, checked Plaintiff’s references and
6 interviewed Plaintiff multiple times, telling Plaintiff that he was the Executive Board’s
7 unanimous choice after a nationwide search of roughly 40 candidates. Indeed, Plaintiff resigned
8 from his positions with Milestone and UEI based on the Executive Board’s representations.

9 37. Plaintiff was told by Stith that the Executive Board did not want to align itself
10 with Plaintiff, lecturing Plaintiff that his past has consequences, and that it left the Board with no
11 choice, but to fire Plaintiff immediately. This sentiment was echoed by Fuller as well.

12 38. Throughout the course of the inquiry, the Board and, in particular, its
13 representative attorney Larsen, took great pleasure in shaming and humiliating Plaintiff. The
14 actions were taken with malice and in an apparent attempt to show what superior human beings
15 Larsen and the Board members were, emphasizing what a terrible mistake they made to let
16 Plaintiff join Habitat as its CEO.

17 39. During the course of the “meeting.” Board members and attorney Larsen not only
18 mocked and jeered Plaintiff, but imputed criminal conduct to him, including alleged
19 misrepresentations about his past on his resume. The Board members and attorney Larsen stated
20 that Plaintiff falsely claimed to be a Veteran, falsely claimed to be an ordained minister and
21 engaged in criminal misconduct involving his ex-wife and ex-girlfriend, all of which allegations
22 are patently false.

23 40. Plaintiff reiterated to the Board and attorney Larsen that he broke no laws and did
24 not lie or misrepresent his past.

25 41. Even though Plaintiff was being fired, Habitat engaged in its own dishonesty by
26 telling Plaintiff, through Larsen, that Plaintiff could resign and that, if he did, Habitat would not
27 suggest to anyone that he was fired.

42. Plaintiff was provided with a severance agreement by attorney Larsen and told he had a few days to consider it and sign it if he wanted to receive a \$4,800 severance benefit. If he were to sign it, Plaintiff was told by Larsen and Board members that no one would know what happened.

43. In fact, Plaintiff was given no indication as to what led the Board, under the spirited charge of Larsen, to fire him. That was never explained to him. Plaintiff declined to sign the tendered severance agreement.

FIRST CAUSE OF ACTION

(Claim for Wrongful Termination (Common Law) Against Habitat and Does 1-5)

44. By this reference, Plaintiff realleges and incorporates Paragraphs 1 through 43, inclusive, as though fully set forth herein.

45. Plaintiff was wrongfully terminated by Habitat, notwithstanding that he was an “at-will” employee of Habitat. In California, an employer’s ability to discharge at-will employees can be limited “by considerations of public policy.” *[Tameny v. Atlantic Richfield Co. (1980) 27 Cal.3d 167, 172.]*

46. In order to prove a claim for wrongful termination in violation of public policy, a plaintiff must prove the following: (i) he or she was employed by the defendant; (ii) the defendant terminated the plaintiff's employment; (iii) a violation of public policy was a "substantial motivating reason for the termination;" and (iv) the termination caused the plaintiff harm. [*Yau v. Santa Margarita Ford, Inc.* (2014) 229 Cal.App.4th 144, 154; CACAI 2430.] Plaintiff satisfies all elements under the circumstances.

47. Plaintiff was employed by Habitat. Habitat terminated Plaintiff's employment on February 10, 2021. Plaintiff has suffered, and will continue to suffer, damages, including, but not limited to, loss of compensation. Plaintiff remains unemployed as of the date of the filing of this Complaint, notwithstanding his considerable efforts to find new employment.

1 48. Plaintiff satisfies the remaining element, as described in clause (iii) of Paragraph
2 46 above, as he was terminated based on a violation of public policy,” which violation was a
3 substantial motivating reason for his termination.

4 49. A public policy is one that is (i) embodied in a constitutional provision, statute or
5 administrative regulation, (ii) beneficial to the public, and (iii) fundamental, substantial and well
6 established. [Turner v. Anheuser-Busch, Inc. (1994) 7 Cal.4th 1238, 1256; Diego v. Pilgrim
7 United Church of Christ (2014) 231 Cal.App.4th 913,921.]

8 50. The public policy at stake in the present instance exists in the California
9 Constitution, Article I, Section 1, which provides that “[a]ll people are by nature free and
10 independent and have inalienable rights. Among these are enjoying and defending life and
11 liberty, acquiring, possessing and protecting property, and pursuing and obtaining safety,
12 happiness, and *privacy*.” [emphasis added]

13 51. The right of privacy set forth in the California Constitution can support a
14 wrongful termination claim. [Grinzi v. San Diego Hospice Corp. (2004) 120 Cal.App.4th 72, 82;
15 Semore v. Pool (1990) 217 Cal.App.3d 1087, 1096.]

16 As the Court noted in *Grinzi* at p. 82:

17 18 “‘The First Amendment free speech rights are distinguishable from
19 the California constitutional right to privacy because the privacy
20 right is ‘an inalienable right which may not be violated by anyone’
21 including private parties. (Hill v. National Collegiate Athletic
22 Assn. (1994) 7Cal.4th 1, 18, 26, 26 Cal.Rptr.2d 834,865 P.2d 633.)
23 As the right to privacy extends to acts of private employers, it
24 provides ‘a fundamental principle of public policy’ sufficient to
25 state a cause of action for wrongful termination against a private
26 employer. (Semore v. Pool (1990) 217 Cal.App.3d 1087, 1098,
27 266 Cal.Rptr. 280.)”

28 52. The California Constitution guarantees Plaintiff a right to privacy that was
29 repeatedly compromised by Habitat’s post-employment intrusions concerning personal
30 relationships with his ex-wife and ex-girlfriend, as well as inappropriate and malicious inquiries

1 into his financial, educational and military past which had no bearing on his employment with
2 Habitat. These unnecessary and highly inappropriate intrusions were made well after Plaintiff
3 had been hired by Habitat, after a thorough vetting into his financial and personal past.

4 53. Additional support exists for a wrongful termination in violation of public policy
5 based on California Labor Code 98.6, which prohibits an employer from terminating or
6 discriminating against an employee for engaging in conduct described in California Labor Code
7 Section 96(k); namely lawful conduct during nonworking hours away from the employer's
8 premises.

9 54. Based on the nature of Habitat's overbearing inquiries on February 10, 2021
10 (including those inquiries made by Larsen as its attorney), it is apparent that Habitat objected the
11 manner in which Plaintiff conducted, and continues to conduct, his life away from his place of
12 employment. Habitat seemed intent on dictating how Plaintiff had to live his life away from the
13 office if he were to remain in Habitat's employ.

14 55. The quality of Plaintiff's work, his work ethic and dedication to Habitat seemed to
15 account for little, if anything in the end. The real concerns unfolded to the shock and dismay of
16 Plaintiff during the more than two-hour inquisition led by Larsen and approved of by the Board.

17 56. Plaintiff's termination constituted the tort of wrongful termination, consistent with
18 common law in the State of California.

19 57. As a proximate result of Habitat's wrongful actions against Plaintiff, as alleged
20 above, Plaintiff has been harmed in that he has suffered the loss of the wages, benefits and
21 additional amounts of money Plaintiff would have received from Habitat if he had not been fired.
22 As a result of such termination and consequent harm, Plaintiff has suffered such damages in an
23 amount according to proof, but not less than Two Hundred Fifty Thousand Dollars (\$250,000).
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58. As a further proximate result of Habitat's wrongful actions against Plaintiff, as alleged above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and emotional distress. As a result of such wrongful actions and consequent harm, Plaintiff has suffered such damages in an amount according to proof, but not less than One Million Dollars (\$1,000,000).

59. The above-recited actions of Habitat in terminating Plaintiff were a consequence of wrongful invasions of Plaintiff's privacy, and not as a result of performance that warranted termination or other legitimate reason. Habitat's actions in terminating Plaintiff were done with malice, fraud, or oppression, and in reckless disregard of Plaintiff's rights under California law.

SECOND CAUSE OF ACTION

(Claim for Invasion of Privacy Against FLC, Larsen, Habitat and Does 6-10)

60. By this reference, Plaintiff realleges and incorporates Paragraphs 1 through 59, inclusive, as though fully set forth herein.

61. California Constitution, Article I, Section 1 provides that “[a]ll people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing and protecting property, and pursuing and obtaining safety, happiness, and *privacy*.” [emphasis added]

62. A plaintiff can allege a violation of California constitutional right to privacy by establishing three elements; namely, (i) a legally protected privacy interest; (ii) a reasonable expectation of privacy under the circumstances; and (iii) a conduct by the defendant constituting a serious invasion of privacy.

63. There are two classes of privacy interest legally protected under the California Constitution: (1) interests on precluding the dissemination or misuse of sensitive and confidential information (known as “informational privacy” interests) and (2) interests in making intimate

1 personal decisions or conducting personal activities without observation, intrusion, or interference
2 (known as “autonomy privacy” interests).

3 64. Plaintiff had a reasonable expectation of privacy under the circumstances,
4 notwithstanding that he was employed by Habitat, and that Larsen, on behalf of FLC, was
5 ostensibly providing legal guidance to Habitat.

6 65. Plaintiff alleges that Habitat and Larsen, and FLC (based on Larsen’s status as a
7 principal, agent and representative of FLC) misused information concerning Plaintiff’s private
8 affairs roughly 2-1/2 months into his employment with Habitat, which information concerned
9 personal matters concerning his past relationships, and financial information extraneous to the
10 conduct of Habitat’s business to abuse, torment and upset Plaintiff’s well-being and peace of
11 mind.

12 66. There was no reason to use this information, in particular as it was (i) irrelevant to
13 Plaintiff’s ongoing employment with Habitat and (ii) redundant in many respects given the access
14 that Plaintiff provided to his financial and other information to allow Habitat to do its diligence
15 and vetting prior to its employment of Plaintiff.

16 67. Plaintiff had a reasonable expectation of privacy under the circumstances which
17 was violated repeatedly by Habitat and Larsen (and FLC accordingly) on February 10, 2021,
18 among other matters. These violations of privacy constituted a serious invasion of Plaintiff’s
19 privacy which has resulted in continuing harm to Plaintiff’s emotional well-being.

20 68. The above-recited actions of Habitat, Larsen and FLC in wrongfully invading
21 Plaintiff’s privacy were done with malice, fraud, or oppression, and in reckless disregard of
22 Plaintiff’s rights under California law.

23 69. As a proximate result of Habitat’s, Larsen’s and FLC’s wrongful actions against
24 Plaintiff, as alleged above, Plaintiff has been harmed in that he has suffered humiliation, mental
25 anguish, and emotional distress. As a result of such wrongful actions and consequent harm,
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1 Plaintiff has suffered such damages in an amount according to proof, but not less than One
2 Million Dollars (\$1,000,000).

3 **THIRD CAUSE OF ACTION**

4 **(Claim for Retaliation Against Habitat and Does 11-15)**

5 70. By this reference, Plaintiff realleges and incorporates Paragraphs 1 through 69,
6 inclusive, as though fully set forth herein.

7 71. Section 98.6(a) of the California Labor Code provides, in applicable part, that:
8 “[a] person shall not discharge an employee or in any manner discriminate, retaliate, or take any
9 adverse action against any employee . . . because the employee . . . engaged in any conduct
10 delineated in this chapter, including the conduct described in subdivision (k) of Section 96 [of
11 the California Labor Code].”

12 72. Section 96(k) of the California Labor Code prohibits an employer from demoting,
13 suspending or discharging an employee based on “lawful conduct occurring during nonworking
14 hours away from the employer’s premises.”

15 73. Plaintiff’s employment was terminated based in full, or in substantial part, on
16 lawful conduct occurring during non-working hours away from Habitat’s premises, including
17 personal relationships that Plaintiff engaged in, his marital status, child care and custody matters
18 and more.

19 74. On February 10, 2021, Habitat (i) challenged Plaintiff’s status as a Veteran; (ii)
20 inquired about a 1-1/2 year relationship that Plaintiff had with a former girlfriend; (iii) asked
21 Plaintiff whether he was violent or an abuser in past relationships (all of which Plaintiff correctly
22 denied); (iv) reopened inquiries made during the vetting process about Plaintiff’s education and
23 debts owed to creditors based on a failed business endeavor; and (v) questioned Plaintiff’s claims
24 to be an ordained minister.

1 75. One matter that should have been ripe for discussion, was never touched upon;
2 namely, Plaintiff's performance as CEO. Not a single question or inquiry was posed to Plaintiff
3 on February 10th concerning his handling of his job.

4 76. As a proximate result of Habitat's wrongful actions against Plaintiff, as alleged
5 above, Plaintiff has been harmed in that he has suffered the loss of the wages, benefits and
6 additional amounts of money that Plaintiff would have received from Habitat had he not been
7 fired. As a result of such termination and consequent harm, Plaintiff has suffered such damages
8 in an amount according to proof, but not less than Two Hundred Fifty Thousand Dollars
9 (\$250,000).

10 77. As a further proximate result of Habitat's wrongful actions against Plaintiff, as
11 alleged above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and
12 emotional distress. As a result of such wrongful actions and consequent harm, Plaintiff has
13 suffered such damages in an amount according to proof, but not less than One Million Dollars
14 (\$1,000,000).

FOURTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress Against Habitat, Larsen, FLC and Does 16-20)

18 78. By this reference Plaintiff realleges and incorporates Paragraphs 1 through 77,
19 inclusive, as though fully set forth herein.

20 79. On February 10, 2021, Defendants Habitat, Larsen and FLC engaged in
21 outrageous conduct, as alleged above. The conduct was outrageous in that it was based on an
22 abuse of Habitat's position, as Plaintiff's employer, and the position of Larsen (and FLC on
23 whose behalf Larsen acted) as Habitat's legal counsel, that gave these defendants the power to
24 damage Plaintiff's interests as an employee of Habitat.

26 80. These defendants intended to cause, or acted in reckless disregard of the
27 probability of causing, emotional distress to Plaintiff.

81. Plaintiff suffered severe emotional distress, which was actually, and in fact, caused by the defendants' conduct on February 10, 2021.

82. As a proximate result of the wrongful actions of Habitat, Larsen and FLC against Plaintiff, as alleged above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and emotional distress. As a result of such wrongful actions and consequent harm, Plaintiff has suffered such damages in an amount according to proof, but not less than One Million Dollars (\$1,000,000).

83. The above-recited actions of Habitat, Larsen and FLC in inflicting emotional distress on Plaintiff were a consequence of wrongful invasions of Plaintiff's privacy, and not as a result of performance that warranted termination or other legitimate action. The actions of Habitat, FLC and Larsen were done with malice, fraud, or oppression, and in reckless disregard of Plaintiff's rights under California law.

FIFTH CAUSE OF ACTION

(Negligent Misrepresentation Against Habitat and Does 21-25)

84. By this reference Plaintiff realleges and incorporates Paragraphs 1 through 83, inclusive, as though fully set forth herein.

85. Habitat Board members Fuller and Stith repeatedly assured Plaintiff that Habitat had fully vetted Plaintiff prior to the start of Plaintiff's employment with Habitat. This was further confirmed by Ashley Hedemann ("Hedemann"), Habitat's Operations and HR Manager. After conducting its due diligence, Fuller, Stith and Hedemann assured Plaintiff that he was eligible to work with Habitat, consistent with the terms set forth in the Offer Letter.

86. Plaintiff was invited to a Habitat Board meeting on October 8, 2020 during which the Board voted unanimously to approve him as Habitat's new CEO. Stith mentioned during that

1 meeting that Habitat had conducted a nationwide search for candidates, and that after multiple
2 interviews with Plaintiff, including two large presentations, he was approved by the Board.

3 87. At that meeting, Fuller asked Plaintiff if he would be resigning his current
4 positions in order that Plaintiff could focus on his role as CEO, to which Plaintiff assured Fuller
5 and the rest of the Board that he would be resigning.
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7 88. In fact, Fuller's and Stith's assurances to Plaintiff, on behalf of Habitat, that
8 Plaintiff had satisfied Habitat's vetting and due diligence process was in fact a misrepresentation
9 made to Plaintiff by each of Fuller and Stith without any reasonable ground for either believing it
10 to be true. Rather, it was made with the intent to induce Plaintiff to resign from his employment
11 with Milestone and UEI in order for Plaintiff to promptly commence employment with Habitat to
12 meet Habitat's immediate needs. Plaintiff relied on Fuller's and Stith's misrepresentations,
13 which was justifiable.
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15 89. Plaintiff was damaged as a result of his justifiable reliance on Fuller's and Stith's
16 misrepresentations. As a proximate result of Habitat's wrongful actions against Plaintiff, as
17 alleged above, Plaintiff has been harmed in that he has suffered the loss of the wages, benefits
18 and additional amounts of money that Plaintiff would have received from Habitat had he not
19 been fired. As a result of such misrepresentations and consequent harm, Plaintiff has suffered
20 such damages in an amount according to proof, but not less than Two Hundred Fifty Thousand
21 Dollars (\$250,000).
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23 90. As a proximate result of Habitat's wrongful actions against Plaintiff, as alleged
24 above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and
25 emotional distress. As a result of such wrongful actions and consequent harm, Plaintiff has
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1 suffered such damages in an amount according to proof, but not less than One Million Dollars
2 (\$1,000,000).

3 **WHEREFORE, Plaintiff prays for judgment as follows:**

4 As to the **First Cause of Action:**

5 1. For a money judgment representing compensatory damages including lost past and
6 future wages, and all other sums of money, including employment benefits, together
7 with interest on said amounts, and any other economic injury to Plaintiff, in an
8 amount not less than \$250,000, according to proof;
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10 2. Consequential damages in an amount according to proof;
11 3. Emotional distress damages, in an amount not less than \$1,000,000 according to
12 proof at trial;
13 4. Exemplary damages, consistent with Section 3294 of the California Civil Code,
14 according to proof at trial;
15 5. Costs of suit incurred and
16 6. Such further relief that the Court determines to be just and proper.

17 As to the **Second Cause of Action:**

18 1. General damages in an amount not less than \$250,000, according to proof;
19 2. Consequential damages in an amount according to proof;
20 3. Emotional distress damages, in an amount not less than \$1,000,000 according to
21 proof at trial;
22 4. Exemplary damages, consistent with Section 3294 of the California Civil Code,
23 according to proof at trial;
24 5. Costs of suit incurred and
25 6. Such further relief that the Court determines to be just and proper.

1 As to the **Third Cause of Action:**

2 1. Reinstatement of employment;

3 2. Reimbursement for lost wages and work benefits;

4 3. Ten Thousand Dollars (\$10,000) for each violation of Section 98.6 of the California

5 Labor Code;

6 4. Costs of suit incurred and

7 5. Such further relief that the Court determines to be just and proper.

8 As to the **Fourth Cause of Action:**

9 1. General damages in an amount not less than \$250,000, according to proof;

10 2. Consequential damages in an amount according to proof;

11 3. Emotional distress damages, in an amount not less than \$1,000,000 according to

12 proof at trial;

13 4. Exemplary damages, consistent with Section 3294 of the California Civil Code,

14 according to proof at trial;

15 5. Costs of suit incurred and

16 6. Such further relief that the Court determines to be just and proper.

17 As to the **Fifth Cause of Action:**

18 1. For a money judgment representing compensatory damages including lost past and

19 future wages, and all other sums of money, including employment benefits, together

20 with interest on said amounts, and any other economic injury to Plaintiff, in an

21 amount not less than \$250,000, according to proof;

22 2. Consequential damages in an amount according to proof;

23 3. Emotional distress damages, in an amount not less than \$1,000,000 according to

24 proof at trial;

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1 4. Costs of suit incurred and
2 5. Such further relief that the Court determines to be just and proper.

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4 Dated: June 16, 2021

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LATTER LAW GROUP, APC

6 By: 

7 Daniel S. Latter, Attorneys for
8 Plaintiff, Danny Armenta

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Exhibit A

November 14, 2020

Re: Offer Letter

Dear Danny,

On behalf of Habitat for Humanity Greater Fresno Area (the "Company"), I am pleased to offer you employment with Habitat for Humanity Greater Fresno Area in the position of Chief Executive Officer, starting on November 30, 2020.

During your employment, you will be paid a base salary at the annual rate of \$125,000.00. Your compensation will be paid in regular installments in accordance with the Company's regular payroll process, and subject to applicable tax and other withholdings. As an exempt employee, you will not be eligible for any overtime pay.

At your start date, you will begin a 60 day wait period. As agreed upon during the negotiation period, Habitat will cover the cost of your Cobra insurance policy during the wait period. At the conclusion of 60 days, you will be eligible for full benefits which include personal health, dental, and vision coverage. Habitat also offers full time employees an opportunity to enroll in an employer paid, tax-free, life insurance policy in the amount of \$50,000. Additionally, you can also opt-in to Habitat's simple IRA retirement benefit which includes employer matching for all employee contributions of up to 3% of your annual salary. Also, as agreed upon during the negotiation period, you will have 17 days (3 1/2 weeks) of PTO a year.

Discretionary Bonus: Bonuses are paid at the discretion of management. We will discuss the terms of HFHGFA's bonus structure at your formal on-boarding should you accept this offer.

At-Will Employment: Your employment with the Company is "at will," and thus you or Company may terminate our employment relationship at any time, with or without cause or advance notice. The Company reserves the right, in its sole discretion, to change your compensation and/or employee benefits at any time on a prospective basis.

Additional Agreements: As a condition of your employment, you agree to execute any additional agreements required by the Company at the start of your employment. This includes any agreements that relate to your confidentiality or intellectual property assignment obligations to the Company. You further agree that at all times during your employment (and afterwards as applicable), you will be bound by, and will fully comply with, these additional agreements.

Contingencies: This offer is contingent upon the successful completion of a drug screening and background or reference checks desired by the Company. Please complete the attached Background Check Authorization and email it to ashley@habitatfresno.org. You will then receive an email from TruDiligence regarding your pre-employment background check and scheduling your pre-employment drug screen.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three business days following the start of your employment, or our employment relationship with you may be terminated.

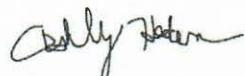
Entire Agreement: This employment agreement, along with the Confidentiality Agreement, sets forth the terms and conditions of your employment with the Company, and supersedes any prior representations or agreements concerning your employment with the Company, whether written or oral. You acknowledge and agree that you are not relying on any statements or representations concerning the Company or your employment with the Company except those made in this agreement. This employment agreement may not be modified or amended except by a written agreement signed by you and an authorized officer of the Company.

This offer of employment will expire November 16, 2020 at 5:00 pm.

Danny, we are excited by the prospect of you joining the Company.

Sincerely,
Habitat for Humanity Greater Fresno Area

By:



Name: Ashley Hedemann
Title: HR / Operations Manager

I hereby agree to and accept employment with the Company on the terms and conditions set forth in this offer letter.



Danny Armenta
Dated: 11/14/2020