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15  
16 **UNITED STATES DISTRICT COURT**  
**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

17 JENNIFER ATKINSON, )  
18 Plaintiff, )  
19 v. )  
20 )  
21 AECOM, INC., a California )  
22 corporation; and RICHARD V. )  
23 SPENCER, Secretary of the U.S. Navy; )  
24 PACIFIC ARCHITECTS AND )  
ENGINEERS, doing business as PAE, a )  
25 Virginia corporation doing business in )  
California, )  
26 Defendants. )

Case No. 5:18-cv-2617  
**COMPLAINT FOR DAMAGES,**  
**DECLARATORY AND**  
**INJUNCTIVE RELIEF**  
1. Harassment – Title VII  
42 U.S.C. § 2000e Et Seq.;  
2. Retaliation - Title VII  
42 U.S.C. § 2000e Et Seq.;  
3. Disability Discrimination –  
Failure to Accommodate  
42 U.S.C. § 12101 Et Seq.;  
4. Failure to Provide Lactation  
Accommodations -  
FLSA 29 U.S.C. § 207(r)  
5. Retaliation – FLSA 29 U.S.C.  
§215  
**DEMAND FOR JURY TRIAL**

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1 Plaintiff Jennifer Atkinson alleges as follows:

2 **INTRODUCTION**

3 1. Plaintiff Jennifer Atkinson (“Plaintiff” or “Ms. Atkinson”) brings this  
4 action to vindicate her rights and obtain justice after her employers, the U.S. Navy  
5 and AECOM, Inc. (Defendants “Navy/AECOM”) failed and refused to provide a  
6 private, sanitary, uninterrupted setting in which Ms. Atkinson could pump  
7 breastmilk, during the workday, in order to feed her infant child. Initially, no  
8 lactation room was made available, forcing Ms. Atkinson to express breastmilk in  
9 a shared employee restroom or in her car. When a lactation room was finally,  
10 reluctantly provided, it was roach-infested, with a stench consistent with no air  
11 conditioning and poor ventilation.

12 2. During the four months that Ms. Atkinson attempted to express milk at  
13 work, Navy/AECOM supervisors and co-workers subjected her to near daily  
14 harassment, including comments such as a Navy supervisor offering to “do one”  
15 breast while she did the other, comments on Ms. Atkinson’s breast size, requests for  
16 breastmilk, and similar offensive comments. The non-accommodation, the  
17 subsequent provision of an unsanitary, non-private lactation room, and the workplace  
18 harassment forced Ms. Atkinson to take a medical disability leave, during which  
19 time she was terminated.

20 **JURISDICTION AND VENUE**

21 3. This court has jurisdiction over the subject matter pursuant to 28  
22 U.S.C. § 1331, in that this case arises under federal law, specifically, Title VII of  
23 the Civil Rights Act (“Title VII”), the Americans with Disabilities Act (“ADA”),  
24 and the Federal Labor Standards Act (“FLSA”). This Court also has jurisdiction  
25 pursuant to 28 U.S.C. § 1343 because Plaintiff seeks damages for violation of her  
26 civil rights.

27 4. Venue is proper in the Central District of California pursuant to 28  
28 U.S.C. § 1391(b), because the events giving rise to Plaintiff’s claims occurred in

1 this District, including the acts of discrimination. Among other things, Defendants  
2 transact business and employed Plaintiff and others in this District.

3 **PARTIES**

4 5. Plaintiff Jennifer Atkinson is, and at all relevant times was, a resident of  
5 San Bernardino County in the Central District of California.

6 6. Plaintiff is informed and believes, and on that basis alleges, that  
7 Defendant AECOM is a global provider of technical and management support  
8 services to public and private sector clients.

9 7. Plaintiff is informed and believes, and on that basis alleges, that at all  
10 relevant times, AECOM contracted with the U.S. Navy to rebuild armored vehicles  
11 at the Marine Corps Logistics Base, Yermo Annex in Barstow, CA.

12 8. Plaintiff is informed and believes, and on that basis alleges, that at all  
13 relevant times, AECOM was a corporation authorized to do business in the State of  
14 California, including the County of San Bernardino.

15 9. Plaintiff is also informed and believes, and on that basis alleges, that at  
16 all times relevant herein, AECOM employed more than 15 employees and engaged  
17 in interstate commerce and is therefore an employer within the meaning of Title I of  
18 the ADA, 42 U.S.C. § 12111(5) and Title VII, 42 U.S.C. § 2000e(b), as well as the  
19 FLSA, 29 U.S.C. § 201 et seq.

20 10. Plaintiff is informed and believes, and on that basis alleges, that at all  
21 relevant times, Defendant PAE was a corporation authorized to do business in  
22 California, including the County of San Bernardino and a provider of products and  
23 services for military and civilian personnel that contracted with the U.S. Navy to  
24 rebuild armored vehicles at the Marine Corps Logistics Base, Yermo Annex, in  
25 Barstow, CA.

26 11. Plaintiff is also informed and believes, and on that basis alleges, that at  
27 all times relevant herein, PAE employed more than 15 employees and engaged in  
28 interstate commerce and is therefore an employer within the meaning of Title I of

1 the ADA, 42 U.S.C. § 12111(5), Title VII, 42 U.S.C. § 2000e(b) and as well as the  
2 FLSA, 29 U.S.C. § 201 et seq.

3 12. Plaintiff is informed and believes, and based thereon alleges, that PAE  
4 is the successor employer and/or successor-in-interest to AECOM.

5 13. Plaintiff is informed and believes, and on that basis alleges, that Richard  
6 V. Spencer, Secretary of the Navy, is responsible for the administration of the U.S.  
7 Navy, and exercises authority, direction, and control over the U.S. Navy, which  
8 maintains facilities in the district. Secretary Spencer is named in his official  
9 capacity only.

10 14. Plaintiff is also informed and believes, and based thereon alleges, that  
11 at all relevant times herein, the U.S. Navy employed more than 15 employees and  
12 engaged in interstate commerce and is therefore an employer within the meaning  
13 of Title I of the ADA, 42 U.S.C. § 12111(5) and Title VII, 42 U.S.C. § 2000e, as  
14 well as the FLSA, 29 U.S.C. § 201 et seq.

15 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

16 15. Plaintiff timely filed charges with the U.S. Equal Employment  
17 Opportunity Commission (“EEOC”) against AECOM and Pacific Architects and  
18 Engineers (“PAE”) on October 14, 2017 and November 6, 2018, respectively. On  
19 December 12, 2018, Plaintiff amended her charge against PAE to include claims  
20 against AECOM under the American Disability Act. Plaintiff received a Right to  
21 Sue letter in relation to her first claim against AECOM dated September 20, 2018.  
22 Plaintiff received a Right to Sue letter in relation to PAE and the ADA claim against  
23 AECOM dated December 13, 2018.

24 16. Plaintiff filed a formal Equal Employment Opportunity (“EEO”)   
25 complaint against the U.S. Navy on February 26, 2018, amended in June 21, 2018.  
26 On March 26, 2018, Plaintiff’s claims were dismissed. Plaintiff filed a timely appeal  
27 with the EEOC Office of Federal Operations (“OFO”) on April 23, 2018. The EEOC  
28 OFO issued a decision dated October 16, 2018, requiring the agency to gather further

1 information regarding whether Plaintiff was an employee of the U.S. Navy and  
2 giving Plaintiff the right to file with the appropriate United States District Court  
3 within ninety (90) days.

4 **FACTS**

5 17. Ms. Atkinson is female. In or around July 2014, Ms. Atkinson began  
6 working as a Supply Technician for Defendants Navy/AECOM at the Marine Corps  
7 Logistics Base, Yermo Annex, in Barstow, California (“the Base”). Although Ms.  
8 Atkinson had never worked directly for AECOM before, Ms. Atkinson had  
9 previously been jointly employed by other government contractors and the U.S. Navy  
10 at another base.

11 18. In or around early 2016, Ms. Atkinson found out that she was pregnant.  
12 Unfortunately, Ms. Atkinson experienced early complications, and, in or around May  
13 2016, to protect Ms. Atkinson and her baby’s health, her doctor recommended that  
14 she go out on disability leave.

15 19. On October 23, 2016, Ms. Atkinson gave birth to her daughter. After  
16 learning about the health benefits of breastfeeding<sup>1</sup>, Ms. Atkinson decided to  
17 breastfeed her daughter. She had never breastfed before and looked forward to the  
18 mother-daughter bonding experience.

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19  
20 <sup>1</sup> Breastfeeding is one of the best preventive health measures for both babies and  
21 lactating parents. Breastfeeding protects infants and children by reducing the risk of a  
22 host of significant acute and chronic diseases, including ear infections, diarrhea,  
23 pneumonia, gastroenteritis, Sudden Infant Death Syndrome (SIDS), asthma,  
24 hypertension, and obesity. Lactating people who breastfeed also experience a reduced  
25 risk of breast cancer, ovarian cancer, type 2 diabetes, postpartum depression, and  
26 cardiovascular disease. *Breastfeeding*, American Association of Pediatrics,  
27 [https://www.aap.org/en-us/advocacy-and-policy/aap-health-  
28 initiatives/Breastfeeding/Pages/Benefits-of-Breastfeeding.aspx](https://www.aap.org/en-us/advocacy-and-policy/aap-health-initiatives/Breastfeeding/Pages/Benefits-of-Breastfeeding.aspx) (last visited  
December 12, 2018); *Making the Decision to Breastfeed*, U.S. Department of Health  
and Human Services, Office on Women’s Health,  
<https://www.womenshealth.gov/breastfeeding/making-decision-breastfeed> (last  
visited December 12, 2018).

1           20. On or about February 13, 2017, when her baby was 4 months old, Ms.  
2 Atkinson returned to work. Ms. Atkinson planned to continue breastfeeding her  
3 daughter for at least the first year of her daughter's life, as recommended by the  
4 American Academy of Pediatrics<sup>2</sup>.

5           21. In order to continue breastfeeding after her return to work, Ms.  
6 Atkinson needed to pump at approximately the same times that she would normally  
7 feed her baby at home. In the first few months of life, babies generally need to  
8 breastfeed 8 to 12 times every 24 hours.<sup>3</sup> Consequently, in an 8-hour workday, Ms.  
9 Atkinson typically needed to pump 3 to 4 times. Pumping less results in the body  
10 generating less breast milk, and over time the breasts can stop generating milk  
11 altogether.<sup>4</sup> To be able to breastfeed her baby for one year as recommended,  
12 Ms. Atkinson would have needed to be able to pump at work through October 2017.

13           22. Consistent with her rights under the Federal Labor Standards Act  
14 ("FLSA"), Ms. Atkinson requested lactation accommodations when she returned to  
15 work. The FLSA requires employers to provide: (1) a private, safe, reasonably clean  
16 space for lactation; (2) periodic breaks, as needed, to engage in lactation.

17           23. Initially, Defendants Navy/AECOM failed to provide any room for Ms.  
18 Atkinson to pump. Thus, for several weeks, Ms. Atkinson was forced to pump in her  
19 car or a restroom shared by dozens of employees.

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21 <sup>2</sup> *Breastfeeding and the Use of Human Milk*, American Academy of Pediatrics, March  
22 2012, Vol. 129:3, <http://pediatrics.aappublications.org/content/129/3/e827> (last  
23 visited December 12, 2018).

24 <sup>3</sup> *Breastfeeding and Going Back to Work*, U.S. Department of Health and Human  
25 Services, Office on Women's Health,  
<https://www.womenshealth.gov/breastfeeding/making-decision-breastfeed> (last  
26 visited December 12, 2018).

27 <sup>4</sup> *Breastfeeding and pumping*, Mayo Clinic, April 6, 2018,  
[https://www.mayoclinic.org/healthy-lifestyle/infant-and-toddler-health/in-  
28 depth/breastfeeding/art-20048312](https://www.mayoclinic.org/healthy-lifestyle/infant-and-toddler-health/in-depth/breastfeeding/art-20048312) (last visited December 15, 2018).



1           24. Finally, in or around March 2017, Defendants Navy/AECOM offered  
2 Ms. Atkinson the use of a communal office meeting space to pump.

3           25. The office was infested with cockroaches and housed multiple  
4 cockroach killing devices, lacked adequate air conditioning or proper ventilation,  
5 despite Barstow temperatures regularly exceeding 100° F, and smelled terrible.  
6 Ms. Atkinson complained about the unsanitary conditions to her AECOM supervisor  
7 Chris Landeros. Supervisor Landeros provided a desk fan, which offered minor relief  
8 only, but made no other changes.

9           26. Ms. Atkinson was often prevented from accessing the room when she  
10 needed to pump. Many times she was forced to wait for others to clear the space,  
11 denied the space entirely, or told she needed to come back later.

12           27. On one occasion, an employee with a key to the office started to unlock  
13 the door to enter the communal meeting space while Ms. Atkinson was pumping.  
14 Ms. Atkinson had to shout to let them know that she was occupying the room, as  
15 there was no signage designating the space for lactation use. She was routinely  
16 interrupted by knocks on the door and jiggling of the lock while she was pumping.  
17 These actions invaded Ms. Atkinson's privacy, making her constantly fearful of  
18 intrusion from someone entering this communal office space.

19           28. Feeling she had no choice, for months Ms. Atkinson continued to use  
20 the unsanitary communal office space to pump.

21           29. Generally, Ms. Atkinson took lactation breaks during her normal meal  
22 and rest breaks. However, on some days, she required additional lactation breaks due  
23 to her milk flow. Without the breaks, her breasts would leak breastmilk.

24           30. Initially, Ms. Atkinson was allowed to take additional lactation breaks  
25 as needed, without any issue. However, at some point her AECOM Supervisor,  
26 Chris Landeros, notified Ms. Atkinson that she would be required to exhaust her  
27 accrued time-off in order to take the additional lactation breaks. When Ms. Atkinson  
28 requested that her lactation breaks be treated as unpaid leave in order avoid



1 exhausting all of her accrued leave, she was told that any request for unpaid leave  
2 required specific approval by AECOM corporate. Because Ms. Atkinson did not  
3 know when or how frequently she would need these unpaid breaks, it was practically  
4 impossible for her to tailor a request and obtain approval from AECOM corporate.  
5 Thus, on many occasions Ms. Atkinson was forced to forgo much-needed lactation  
6 breaks.

7 31. In addition to the foregoing conditions, Ms. Atkinson was also  
8 subjected to persistent verbal harassment on a daily basis, by both supervisors and  
9 coworkers. For example, as soon as Ms. Atkinson began pumping at work, U.S.  
10 Navy supervisor, Davy Jones, began making harassing comments multiple times a  
11 day. Supervisor Jones would routinely station himself near the communal office in  
12 order to direct harassing comments at Ms. Atkinson as she passed by. Supervisor  
13 Jones's comments included, but were not limited to:

- 14 • "You do one and I'll do the other."
- 15 • "Your boobs are looking a little big, better go pump."
- 16 • "I'll help if you need me to, I don't mind."
- 17 • "You got to go milk those bad boys."
- 18 • Referring to a Los Angeles Angels' shirt Ms. Atkinson was  
19 wearing, "Is that 'A' in Angels supposed to be that big?"
- 20 • "Can I get milk with my coffee?"

21 32. Despite Ms. Atkinson's repeated and persistent requests, Supervisor  
22 Jones refused to stop this abuse. On one such occasion, in response to Ms.  
23 Atkinson's pleas, Jones replied, "Let me buy you lunch. You just have to bring the  
24 milk." It became part of Ms. Atkinson's daily routine to try to circumvent Jones by  
25 finding an alternative route to the office she was assigned for lactation.

26 33. Beginning in or about March 2017, Ms. Atkinson also suffered frequent  
27 harassment from her AECOM supervisor Chris Landeros. Supervisor Landeros's  
28 comments included, but were not limited to:

- 1 • “Time already?”
- 2 • “Weren’t you just here?”
- 3 • “How many times do you have to do this?”; and
- 4 • a request for “milk for my donut.”

5 34. It was not uncommon for co-workers to subject Ms. Atkinson to  
6 similarly harassing and degrading comments and conduct. In or around June 2017,  
7 one U.S. Navy employee expressed that “Breastfeeding is disgusting because it  
8 makes your titties all saggy and soggy.” Another Photoshopped his and another  
9 man’s face onto a photo, so that one man appeared to be breastfeeding the other.

10 35. Due to the harassment, Ms. Atkinson experienced a sense of panic every  
11 time she needed to visit the office she was assigned for lactation. As a result of the  
12 stress and anxiety this created, Ms. Atkinson’s milk supply began to decrease. She  
13 used oils and supplements to attempt to increase her supply to no effect.

14 36. Although Ms. Atkinson had intended to breastfeed her baby for at least  
15 one year, she succumbed to the harassment and stopped pumping at work in May  
16 2017, in desperate hope that the harassment would cease. However, even after she  
17 stopped pumping at work, the harassment continued.

18 37. Cessation of expressing milk led to the cessation of milk production,  
19 which further diminished Ms. Atkinson’s available supply of milk for her daughter.  
20 Ultimately, Ms. Atkinson became unable to provide sufficient breastmilk for her  
21 daughter at daycare and had to supplement breastmilk with formula.

22 38. In or around the beginning of June, the harassing conditions became so  
23 unbearable that Ms. Atkinson felt she had no choice but to call off work on several  
24 occasions. If Ms. Atkinson did not have accrued leave, this leave was treated as  
25 unpaid.

26 39. Ultimately, due to the stress and anxiety she experienced in these  
27 working conditions, Ms. Atkinson was placed on an extended medical leave for  
28 which she provided medical certification, on or about June 26, 2017.

1           40. On or about July 18, 2017, Ms. Atkinson filed a complaint against  
2 Supervisors Landeros and Jones, using the AECOM Ethics Hotline. Ms. Atkinson  
3 also reported the behavior to the Navy by emailing Richard Dominguez, the Navy's  
4 Contracting Officer Representative, who confirmed that her complaint would be  
5 passed along to "Legal."

6           41. In November 2017, Ms. Atkinson filed an informal complaint with the  
7 EEO, followed by a formal complaint in February 2018. The claim was dismissed in  
8 or about March 2018 and Ms. Atkinson timely appealed. Ms. Atkinson amended her  
9 EEO complaint in June 2018.

10           42. In early 2018, Ms. Atkinson filed a complaint with the Department of  
11 Labor Standards Enforcement, alleging that she was not provided with adequate  
12 lactation accommodations at work.

13           43. In May 2018, while Ms. Atkinson was still on medical disability leave,  
14 AECOM terminated Ms. Atkinson's employment, in conjunction with termination of  
15 the AECOM contract with the U.S. Navy.

16           44. Upon information and belief, Defendant PAE took over AECOM's  
17 contract with the Navy, and continues to provide the same day-to-day operations that  
18 AECOM had previously performed. In Ms. Atkinson's experience, when a new  
19 contractor takes over, it is standard practice to engage in a "seamless transition,"  
20 where all staff, except for a problematic few, would be offered the opportunity to  
21 continue in their current position.

22           45. Upon information and belief, Defendant PAE hired the vast majority of  
23 Ms. Atkinson's coworkers to their existing jobs and duties. Therefore, Ms. Atkinson  
24 was shocked when she was not offered reinstatement by the replacement contractor,  
25 PAE. Ms. Atkinson believes that her protected conduct, in requesting lactation  
26 accommodations, medical disability leave, and making reports of harassment and a  
27 failure to provide sufficient accommodations, either individually or collectively, were  
28 motivating factors in Defendant PAE's decision not to offer Ms. Atkinson continued

1 employment, and/or that Defendants Navy/AECOM influenced Defendant PAE's  
2 decision not to continue Ms. Atkinson's employment or provide Plaintiff with an  
3 opportunity to work on these bases.

4 **FIRST CLAIM FOR RELIEF**

5 **Harassment**

6 **(Title VII, 42 U.S.C. §§ 2000e, et. seq.)**

7 **[Against Defendants AECOM and U.S. Navy]**

8 46. Plaintiff incorporates by reference each and every allegation contained  
9 in the preceding paragraphs as though fully stated here.

10 47. At all times mentioned in this complaint, 42 U.S.C. section 2000e was  
11 in full force and effect and was binding on Defendants Navy/AECOM. Title VII  
12 prohibits Defendants from discriminating against any employee on the basis of sex,  
13 meaning gender. Sexual harassment, including lactation-based harassment, is a  
14 form of unlawful sex-based discrimination under Title VII.

15 48. In perpetrating the above-described acts and omissions, Defendants  
16 Navy/AECOM, their agents, servants, and/or employees, engaged in unlawful  
17 sexual harassment in violation of Title VII.

18 49. Defendants Navy/AECOM, their agents, and employees engaged in  
19 targeted harassment against Plaintiff because of her sex. Defendants  
20 Navy/AECOM and third parties subjected Plaintiff to unwelcome sexual comments  
21 that were humiliating and degrading. The above-mentioned unwelcomed acts were  
22 severe or pervasive and created a hostile work environment for Plaintiff.

23 50. Plaintiff perceived the working environment to be abusive or hostile,  
24 which caused Plaintiff sufficient stress and anxiety that she was forced to take a  
25 medical disability leave and seek medical care.

26 51. Under Title VII, Defendants Navy/AECOM are strictly liable for a  
27 sexually hostile work environment created by a supervisor.

28 52. Additionally, as Defendants Navy/AECOM knew or should have  
known of the conduct of their employees, and nevertheless failed to take prompt

1 and effective remedial action. Defendants are liable for the actions of their  
2 employees for creating and permitting a hostile work environment, which  
3 constituted unlawful harassment on account of Plaintiff's sex in violation of Title  
4 VII.

5 53. Plaintiff was harmed as a result of the foregoing described conduct of  
6 Defendants, which was a substantial factor in causing Plaintiff harm.

7 54. **Economic damages.** As a direct and legal result of the conduct of  
8 Defendants, Plaintiff has and will continue to suffer special damages for lost  
9 earnings and wages in an amount not yet fully known, but in excess of the  
10 jurisdictional limits of this Court.

11 55. **Non-economic damages.** As a direct and legal result of the conduct  
12 of Defendants, Plaintiff has and will continue to suffer general damages including,  
13 but not limited to, pain, suffering, humiliation, shame, anxiety, embarrassment,  
14 mortification, hurt feelings, physical harm, and emotional distress, all in an amount  
15 to be proved at trial.

16 56. Plaintiff is entitled to statutory attorneys' fees and costs, and other  
17 appropriate relief as determined by this court.

18 57. At all relevant times, Defendant AECOM acted maliciously and  
19 oppressively, with wrongful intent to injure Plaintiff, and acted with an improper  
20 motive amounting to malice, in conscious disregard of Plaintiff's rights. Defendant  
21 AECOM acted in the face of a perceived risk that its actions violated Plaintiff's  
22 rights under federal law.

23 58. Because the acts towards Plaintiff were taken by Defendant AECOM  
24 in a deliberate and intentional manner in order to injure and damage her, Plaintiff is  
25 entitled to punitive damages in an amount according to proof as against AECOM.

26 //

27 //

28 //

**SECOND CLAIM FOR RELIEF**  
**Retaliation**  
**(Title VII, 42 U.S.C. §§ 2000e, et seq.)**  
**[Against All Defendants]**

1  
2  
3  
4 59. Plaintiff incorporates by reference each and every allegation contained  
5 in the preceding paragraphs as though fully stated here.

6 60. At all times mentioned in this complaint, 42 U.S.C. section 2000e was  
7 in full force and effect, and was binding on Defendants. Title VII prohibits  
8 Defendants from retaliating against any employee because she engaged in a  
9 protected activity. Resisting and/or complaining of sexual harassment is a  
10 protected activity under Title VII.

11 61. Defendants and their agents, servants, and/or employees, engaged in  
12 unlawful retaliation in violation of Title VII.

13 62. Plaintiff engaged in protected activity consisting of, among other  
14 things:

- 15 a. requesting a private and reasonable lactation location;  
16 b. requesting that Defendants' employees stop harassing Plaintiff and  
17 that Defendants maintain a hostile-free work environment;  
18 c. lodging informal and formal complaints of harassment to Defendants  
19 and administrative agencies.

20 63. Defendants, their agents, and/or employees retaliated against Plaintiff  
21 on the basis of her protected activity, and took material and adverse employment  
22 actions against her, including creating and permitting a hostile work environment  
23 and improperly terminating Plaintiff.

24 64. Plaintiff was harmed as a direct and proximate result of the foregoing  
25 described conduct of Defendants, which was a substantial factor in causing Plaintiff  
26 harm.

27 65. **Economic damages.** As a direct and legal result of the conduct of  
28 Defendants, Plaintiff has and will continue to suffer special damages for lost earnings

1 and wages in an amount not yet fully known, but in excess of the jurisdictional limits  
2 of this Court.

3       66. **Non-economic damages.** As a direct and legal result of the conduct  
4 of Defendants, Plaintiff has and will continue to suffer general damages including,  
5 but not limited to, pain, suffering, humiliation, shame, anxiety, embarrassment,  
6 mortification, hurt feelings, physical harm, and emotional distress, in excess of the  
7 jurisdictional limits of this Court, all in an amount to be proved at trial.

8       67. Plaintiff is entitled to statutory attorneys' fees and costs, and other  
9 appropriate relief as determined by this court.

10       68. At all relevant times, Defendants AECOM and PAE acted maliciously  
11 and oppressively, with wrongful intent to injure Plaintiff, and acted with an  
12 improper motive amounting to malice, in conscious disregard of Plaintiff's rights.  
13 Defendants AECOM and PAE acted in the face of a perceived risk that its actions  
14 violated Plaintiff's rights under federal law.

15       69. Because the acts towards Plaintiff were taken by Defendants AECOM  
16 and PAE in a deliberate and intentional manner in order to injure and damage her,  
17 Plaintiff is entitled to punitive damages against these Defendants in an amount  
18 according to proof.

19                                       **THIRD CLAIM FOR RELIEF**

20       **Disability Discrimination - Failure to Accommodate, Failure to Engage in the**  
21                                       **Interactive Process**

22                                       **Americans with Disabilities Act of 1990**

23                                       **(42 U.S.C. § 12101, et seq.)**

24                                       **[Against All Defendants]**

25       70. Plaintiff hereby incorporates by reference each and every allegation  
26 contained in the preceding paragraphs as though fully stated here.

27       71. At all times mentioned in this Complaint, section 12101 was in full  
28 force and effect and binding on Defendants. An employer must provide reasonable  
accommodation to its employees with disabilities, and may be required to engage



1 in an interactive process with an employee who needs reasonable accommodation.  
2 42 U.S.C. § 12112(b)(5)(A).

3 72. Plaintiff is and was at all relevant times, a qualified individual with a  
4 disability and able to perform all of the essential functions of her position, with  
5 reasonable accommodation.

6 73. In 2017, Plaintiff requested leave as an accommodation for her  
7 disability.

8 74. Defendants failed to engage in a reasonable, timely, good faith  
9 interactive process, in order to provide a reasonable accommodation of leave,  
10 instead terminating Plaintiff while she was on disability leave.

11 75. In failing to engage in a good faith interactive process, and failing to  
12 reasonably accommodate Plaintiff's need for leave, Defendants violated the ADA.

13 76. **Economic damages.** As a direct and legal result of the conduct of  
14 Defendants, Plaintiff has and will continue to suffer special damages for lost earnings  
15 and wages in an amount not yet fully known, but in excess of the jurisdictional limits  
16 of this Court.

17 77. **Non-economic damages.** As a direct and legal result of the conduct  
18 of Defendants, Plaintiff has and will continue to suffer general damages including,  
19 but not limited to, pain, suffering, humiliation, shame, anxiety, embarrassment,  
20 mortification, hurt feelings, and emotional distress, in excess of the jurisdictional  
21 limits of this Court, all in an amount to be proved at trial.

22 78. Plaintiff is entitled statutory attorneys' fees and costs, and other  
23 appropriate relief as determined by this court.

24 79. Defendants' unlawful actions were intentional, willful, malicious,  
25 and/or done with reckless disregard to Plaintiff's rights. Accordingly, Plaintiff is  
26 entitled to an award of punitive damages.

27 //

28 //

**FOURTH CLAIM FOR RELIEF**

**Failure to Accommodate  
(Fair Labor Standards Act, 29 U.S.C. § 207(r))  
[Against Defendants AECOM and the U.S. Navy]**

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3  
4 80. Plaintiff hereby incorporates by reference each and every allegation  
5 contained in the preceding paragraphs as though fully stated here.

6 81. At all times mentioned in this Complaint, section 207 was in full  
7 force and effect and binding on Defendants Navy/AECOM. Section 207(r)  
8 provides that an employer must provide an employee, within one year of a child's  
9 birth, reasonable break time to express milk at each time such employee has a need  
10 to express milk, and a place, other than a bathroom, that is shielded from view and  
11 free from intrusion by coworkers to express milk.

12 82. At all times mentioned in this Complaint, Plaintiff was an hourly  
13 employee and was not exempt from the overtime requirements under Section 7 of  
14 the Fair Labor Standards Act.

15 83. Plaintiff requested lactation accommodations in accordance with  
16 section 207 when she returned to work in early 2017. As laid out above,  
17 Defendants Navy/AECOM failed to provide Plaintiff with reasonable break time to  
18 express milk or a place, other than a bathroom, that was free from intrusion from  
19 coworkers.

20 84. As a result of Defendants Navy/AECOM's unlawful actions, Plaintiff  
21 suffered unpaid minimum wages, loss wages, salary, benefits, and additional  
22 damages in an amount to be proven at trial.

**FIFTH CLAIM FOR RELIEF**

**Retaliation  
(Fair Labor Standards Act, 29 U.S.C. § 215(a)(3))  
[Against All Defendants]**

23  
24  
25  
26 85. Plaintiff hereby incorporates by reference each and every allegation  
27 contained in the preceding paragraphs as though fully stated here.  
28

1           86. At all times mentioned in this Complaint, section 215 was in full force  
2 and effect and binding on Defendants. Section 215(a)(3) protects employees who  
3 complain to their employer about FLSA violations, including violations of section  
4 207, from discharge or any other manner of discrimination.

5           87. Defendants and their agents, servants, and/or employees, engaged in  
6 unlawful retaliation in violation of the FLSA.

7           88. Plaintiff engaged in protected activity, including by:

- 8           a. complaining about not being provided lactation accommodations;
- 9           b. complaining about the inadequacy of lactation accommodations  
10           provided;
- 11           c. filing a complaint with the Department of Labor Standards  
12           Enforcement against AECOM, alleging that they failed to provide  
13           adequate lactation accommodations.

14           89. Defendants, their agents, and/or employees retaliated against Plaintiff  
15 on the basis of her protected activity, and took material and adverse employment  
16 actions against her, including creating and permitting a hostile work environment  
17 and improperly terminating Plaintiff and/or failing to reinstate her to her original  
18 position prior to taking medical leave.

19           90. Plaintiff was harmed as a direct and proximate result of the foregoing  
20 conduct of Defendants, which was a substantial factor in causing Plaintiff harm.

21           91. As a direct, foreseeable, and proximate result of Defendants' actions,  
22 Plaintiff has and continues to suffer loss of earnings and job benefits and emotional  
23 distress.

24           92. Defendants AECOM and PAE committed the acts herein alleged  
25 maliciously, fraudulently, and oppressively with the wrongful intent to injure  
26 Plaintiff. Defendants acted with an improper motive amounting to malice and a  
27 conscious disregard for Plaintiff's rights. The acts taken towards the Plaintiff were  
28

1 carried out by Defendants acting in deliberate and intentional manner with a desire to  
2 injure and damage.

3 93. Pursuant to § 216(b) of the FLSA, 29 U.S.C. § 216(b), Plaintiff is  
4 entitled to legal and equitable relief including compensatory and punitive damages,  
5 as well as reasonable attorney's fees and costs.

6 **DECLARATORY RELIEF**

7 94. Plaintiff incorporates by reference each and every allegation contained  
8 in the preceding paragraphs as though fully stated here.

9 95. An actual controversy has arisen and now exists relating to the rights  
10 and duties of the parties herein in that Plaintiff contends that Defendants violated  
11 her rights not to be subjected to employment discrimination, retaliation, and  
12 workplace harassment. On information and belief, Defendants deny these  
13 allegations. Declaratory relief is therefore necessary and appropriate.

14 96. Plaintiff seeks a judicial declaration of the rights and duties of the  
15 respective parties.

16 **REQUEST FOR RELIEF**

17 WHEREFORE, Plaintiff prays for relief as follows:

- 18 1. For declaratory judgment that the practices complained of in this  
19 complaint are unlawful and violate Title VII, the ADA, and the FLSA;
- 20 2. For injunctive relief requiring institutional adherence to reasonable  
21 breastfeeding policies consistent with Title VII, the ADA and the FLSA,  
22 including by not limited to:
  - 23 a. Provide a private, sanitary lactation room in which lactating parents  
24 can pump;
  - 25 b. Provide sufficient break times for lactating parents that afford time  
26 for them to travel to the lactation room, pump, and travel back to  
27 their workplace;
  - 28 c. Permit lactating parents to pump at work as often as needed;

- d. Update anti-sexual harassment policies, with clear avenues for employees to report harassment, an impartial investigation process of complaints of sexual harassment, and disciplinary measures for employees that fail to comply with the investigation;
  - e. Provide annual anti-harassment training to all employees;
  - f. Rehire Plaintiff;
3. For payment of past and future wages, salary, employment benefits, penalties, and other compensation denied or lost to Plaintiff by reason of Defendants' unlawful acts, in an amount to be proven at trial;
  4. For payment of compensatory damages for Plaintiff's emotional pain and suffering, in an amount to be proven at trial;
  5. For an award of exemplary and punitive damages against AECOM and PAE;
  6. For Plaintiff attorneys' fees and costs;
  7. For payment of interest at the legal rate on such damages as appropriate, including pre- and post- judgment interest; and
  8. Grant any further relief that the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of each and every cause of action so triable.

Respectfully submitted,

LEGAL AID AT WORK  
Jenna Gerry  
Katherine Wutchiett

ALEXANDER KRAKOW + GLICK LLP  
J. Bernard Alexander  
Amelia Alvarez

ACLU FOUNDATION OF

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SOUTHERN CALIFORNIA  
Amanda Goad  
Aditi Fruitwala  
Ariana Rodriguez

ACLU FOUNDATION OF  
NORTHERN CALIFORNIA  
Elizabeth Gill

DATED: December 18, 2018 By: /s/ Aditi Fruitwala  
Aditi Fruitwala

*Attorneys for Plaintiff*  
*Jennifer Atkinson*