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11 Attorneys for Plaintiffs  
JANE DOE I, JANE DOE II, and JANE DOE III,  
12 individuals

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **FOR THE CITY AND COUNTY OF SAN FRANCISCO**

15  
16 JANE DOE I, JANE DOE II, and JANE DOE  
17 III, individuals,

18 Plaintiffs,

19 vs.

20 ZENDESK, INC., a Delaware corporation;  
MATTHEW INGEBRIGTSEN, an individual;  
21 and DOES 1 through 50, inclusive,

22 Defendants.

**[Filed under Fictitious Names]**

CASE NO.:

**COMPLAINT FOR:**

1. Pregnancy / Gender Discrimination in Violation of FEHA (Cal. Gov. Code § 12940);
2. Pregnancy / Gender Harassment in Violation of FEHA (Cal. Gov. Code § 12940);
3. Disability Discrimination in Violation of FEHA (Cal. Gov. Code § 12940);
4. Disability Harassment in Violation of FEHA (Cal. Gov. Code § 12940);
5. Failure to Take All Reasonable Steps Necessary to Prevent Harassment and Discrimination in Violation of FEHA (Cal. Gov. Code § 12940);
6. Failure to Make a Reasonable Accommodation (Cal. Gov. Code § 12940(m));
7. Failure to Engage in the Interactive Process (Cal. Gov. Code § 12940(n));
8. Retaliation in Violation of FEHA (Cal. Gov. Code § 12940);

9. Violation of Cal. Family Rights Act (Cal. Gov. Code § 12945.2);
10. Unfair Business Practices Warranting Injunctive Relief (Cal. Bus. and Prof. Code § 17200);
11. Negligent Hiring, Supervision, and/or Retention;
12. Intentional Infliction of Emotional Distress;
13. Constructive Discharge in Violation of Public Policy.

**DEMAND FOR JURY TRIAL**

**NATURE OF THE ACTION**

1. Plaintiffs JANE DOE I (“DOE I”), JANE DOE II (“DOE II”), and JANE DOE III (“DOE III”) (collectively, “PLAINTIFFS”), individuals, demanding a jury trial, bring this action against Defendants ZENDSEK, INC. (“ZENDESK”), a Delaware corporation, MATTHEW INGEBRIGTSEN (“INGEBRIGTSEN”), an individual, and DOES 1 through 50, inclusive (collectively, “DEFENDANTS”), to remedy DEFENDANTS’ employment practices and policies of pregnancy and gender harassment, pregnancy and gender discrimination, disability discrimination and harassment, retaliation, failure to take all reasonable steps necessary to prevent discrimination and harassment, violation of California Family Rights Act, unfair business practices, intentional infliction of emotional distress, negligent hiring, constructive discharge, and other unlawful and tortious conduct. PLAINTIFFS seek compensatory damages, punitive damages, injunctive relief, attorneys’ fees, and costs.

**JURISDICTION AND VENUE**

2. This Court has jurisdiction in this matter because PLAINTIFFS were at all times material to this Complaint residents and citizens of the State of California. DEFENDANTS are residents and citizens of, and/or regularly conduct business in, the State of California. Further, no federal question is at issue, because the claims are based solely on California law.

3. Venue is proper in the City and County of San Francisco, California because PLAINTIFFS performed work for DEFENDANTS in the City and County of San Francisco, DEFENDANT ZENDESK is headquartered in the City and County of San Francisco, and

1 DEFENDANTS' unlawful actions and omissions, set forth herein, occurred in the City and County  
2 of San Francisco.

3 **PLAINTIFFS**

4 4. DOE I is a female resident and citizen of the State of California. DEFENDANTS  
5 employed DOE I in the City and County of San Francisco from approximately June 2019 to January  
6 22, 2021.

7 5. DOE II is a female resident and citizen of the State of California. DEFENDANTS  
8 employed DOE II in the City and County of San Francisco from approximately August 2018 to  
9 April 4, 2022.

10 6. DOE III is a female resident and is now a citizen of the State of Oregon.  
11 DEFENDANTS employed DOE III in the City and County of San Francisco from approximately  
12 October 7, 2016 to April 23, 2021.

13 **DEFENDANTS**

14 7. On information and belief, PLAINTIFFS allege that Defendant ZENDESK is, and at  
15 all relevant times was, a Delaware corporation organized and existing under the laws of the State of  
16 Delaware. PLAINTIFFS are further informed and believe, and thereon allege, that ZENDESK is  
17 authorized to conduct business in the State of California and does conduct business in the State of  
18 California. Specifically, upon information and belief, ZENDESK maintains offices and facilities  
19 and conducts business in the City and County of San Francisco.

20 8. PLAINTIFFS are informed and believe, and based thereon allege, that Defendant  
21 INGEBRIGTSEN is a male resident and citizen of the State of California. At all times relevant  
22 herein, INGEBRIGTSEN was an employee of DEFENDANTS. Additionally, INGEBRIGTSEN  
23 acted within the course and scope of his employment and/or as an agent of DEFENDANTS during  
24 the events described herein, unless alleged otherwise.

25 9. The true names and capacities of Defendants DOES 1 through 50, inclusive, are  
26 unknown to PLAINTIFFS at this time, and PLAINTIFFS therefore sue such Defendants under  
27 fictitious names. PLAINTIFFS are informed and believe, and thereon allege that each Defendant  
28 designated as a DOE is responsible in some manner for the events and happenings referred to herein,

1 and legally caused the injuries and damages alleged in this Complaint. PLAINTIFFS will seek leave  
2 of the court to amend this Complaint to allege their true names and capacities when ascertained.

3 10. PLAINTIFFS are informed and believe, and based thereon allege, that at all times  
4 mentioned herein, each of the DEFENDANTS was the agent, servant and employee, client, co-  
5 venturer and/or co-conspirator of each of the remaining DEFENDANTS, and was at all times herein  
6 mentioned, acting within the course, scope, purpose, consent, knowledge, ratification, and  
7 authorization of such agency, employment, services, joint venture, and conspiracy.

8 11. Whenever reference is made in this complaint to any act or failure to act by a  
9 DEFENDANT or DEFENDANTS, such allegations and references shall also be deemed to mean  
10 the acts and failures to act of each Defendant acting individually, jointly, and severally. Whenever  
11 reference is made to individuals who are not named as PLAINTIFFS or DEFENDANTS in this  
12 complaint, but who were employees/agents of DEFENDANTS, such individuals acted on behalf of  
13 DEFENDANTS within the course and scope of their employment.

14 12. PLAINTIFFS are informed and believe, and thereon allege, that at all relevant times  
15 herein DEFENDANTS, and/or their agents/employees, knew or reasonably should have known that  
16 unless they intervened to protect PLAINTIFFS, and to adequately supervise, prohibit, control,  
17 regulate, discipline, and/or otherwise penalize the conduct of the employees of DEFENDANTS, as  
18 set forth herein, the remaining DEFENDANTS and employees perceived the acts and omissions as  
19 being ratified and condoned.

## 20 **FACTUAL ALLEGATIONS**

### 21 **a. Jane Doe I**

22 13. ZENDESK employed DOE I as a Banking and Financial Services Account  
23 Executive between approximately June 2019 and January 22, 2021. DOE I performed her job  
24 duties competently at all times material to this complaint and was a top sales performer.

25 14. DOE I took a pay cut to join ZENDESK, but the company assured her that she would  
26 have a leadership position and support structure that would lead to future career growth. In May  
27 2020, however, ZENDESK dissolved DOE I's team. ZENDESK then asked her to transition to the  
28 Account Executive role, but did not assign her new territory for an extended period of time. Despite

1 this delay, ZENDESK still expected DOE I to close her assigned deals within six to eight weeks.  
2 This was enormously stressful, and made DOE I feel that ZENDESK was setting her up for failure.  
3 In addition, DOE I had three counterparts who were all white men. These colleagues reported to  
4 Gunja Gargeshwari, a male supervisor at ZENDESK, but Gargeshwari had DOE I report to DOE  
5 III. Both DOE I and DOE III were women of color. When DOE III asked Gargeshwari why he was  
6 not supervising DOE I too, Gargeshwari did not have an answer.

7 15. This stress and anxiety caused DOE I to develop a stomach abscess, which required  
8 emergency surgery in August 2020. DOE I's doctor informed her that had they not operated, she  
9 could have gone into multiple organ system failure and developed septic shock. He suspected that  
10 the cause of DOE I's illness was a weakened immune system due to the immense stress she was  
11 under at work. DOE I's doctor asked her to take a break from work so she could heal. DOE I remains  
12 at risk of developing another stress-induced abscess which could only be corrected through further  
13 surgery.

14 16. While DOE I was out on medical leave, recovering from surgery, her supervisor,  
15 INGEBRIGTSEN, insisted she return to work and continue to make client calls. INGEBRIGTSEN  
16 threatened to fire DOE I if she did not promptly return, and informed her that there were other people  
17 he could hire to replace her. INGEBRIGTSEN also sent DOE I emails stating that ZENDESK was  
18 terminating others, passive-aggressively implying that she would be next. DOE I sent  
19 INGEBRIGTSEN a photo of herself in her hospital bed to try to explain to him how serious her  
20 condition was. INGEBRIGTSEN, however, continued to harass and pressure her, even threatening  
21 to put her on a Performance Improvement Plan ("PIP"), even though she had always adequately  
22 performed her job. Knowing that DEFENDANTS were targeting her because of her disability, DOE  
23 I felt that she had no choice but to return to work, against her doctor's advice.

24 17. When DOE I returned to work after her surgery, INGEBRIGTSEN constantly  
25 badgered her about when she was going to be fully recovered and operating at full capacity. This  
26 harassment was extremely distressing and dangerous for DOE I's health.

27 18. Shortly after DOE I had surgery, she learned that her mother, who lives in India, was  
28 hospitalized with COVID-19. DOE I's mother became severely ill, and developed pneumonia. This

1 put a large strain on the family. Rather than responding with compassion and understanding,  
2 INGEBRIGTSEN stated, “We have a business to run,” and instructed DOE I to continue to engage  
3 with her clients. This caused DOE I’s condition to deteriorate further.

4 19. DOE I complained about the problems described above to ZENDESK’s Human  
5 Resources (“HR”) department. HR failed to act or provide her with a reasonable accommodation.  
6 Additionally, ZENDESK improperly handled DOE I’s requests for disability payments through  
7 company disability insurance after her complaints, resulting in a lengthy delay. In order to protect  
8 her health, DOE I was forced to resign due to the disability discrimination and harassment she faced,  
9 and lack of any appropriate response by ZENDESK.

10 20. DEFENDANTS failed to take immediate and corrective action necessary to ensure  
11 that INGEBRIGTSEN’s harassing and discriminatory conduct ceased and that DOE I would not be  
12 subjected to further harassment and discrimination. Instead, DEFENDANTS retaliated against  
13 DOE I because of her complaints of harassment and discrimination and for taking job-protected  
14 disability leave by, among other things, refusing to provide her with a reasonable accommodation,  
15 mishandling her requests for disability payments, and allowing INGEBRIGTSEN’s harassment to  
16 continue unabated.

17 21. DEFENDANTS knew, or should have known, that INGEBRIGTSEN’s conduct  
18 constituted a continuous pattern of harassment and retaliation for taking protected disability leave  
19 and reporting discrimination and harassment, but failed to take all reasonable steps necessary to  
20 prevent or to correct the ongoing unlawful behavior.

21 22. DOE I is further informed and believes, and thereon alleges, that DEFENDANTS  
22 condoned and ratified the wrongful conduct of Defendant INGEBRIGTSEN, among others, and that  
23 DEFENDANTS knew, or should have known, about the continuous pattern of harassment and  
24 discrimination against DOE I, but failed to take all reasonable steps necessary to prevent, to properly  
25 investigate, or to correct the ongoing unlawful behavior and failed to reprimand, terminate, or take  
26 any appropriate disciplinary action against Defendant INGEBRIGTSEN.

27 23. Defendant INGEBRIGTSEN acted in the course and scope of his employment with  
28 DEFENDANTS and engaged in conduct which was designed to intimidate DOE I from availing

1 herself of her rights protected by the laws of California.

2 24. Prior to filing this action, DOE I filed a complaint with the California Department of  
3 Fair Employment and Housing (“DFEH”) and received a right-to-sue letter issued by the DFEH on  
4 May 24, 2022.

5 **b. Jane Doe II**

6 25. DEFENDANTS employed DOE II from approximately August 2018 to April 2022.  
7 DOE II first worked as a Sales Development Representative until approximately May 2019, then as  
8 an Account Executive from approximately May 2019 to April 2022. DOE II performed her job  
9 duties competently at all times material to this complaint and was a top performer.

10 26. In April 2021, DOE II learned that she was pregnant. As this was a high risk  
11 pregnancy, DOE II let her manager, who was a man, know early on, in approximately May or June  
12 2021. Soon after, ZENDESK assigned DOE II a new manager, Ben Kreaden (“Kreaden”).

13 27. DOE II noticed a sharp decline in the opportunities available to her at ZENDESK  
14 after she disclosed her pregnancy. ZENDESK denied her a promotion to the Senior Account  
15 Executive role, which would have included a significant pay increase. DOE II was in fact not even  
16 considered for the position even though she was highly qualified, and outperformed most of her  
17 teammates. Instead, the position went to a less experienced male employee who had a shorter tenure  
18 with ZENDESK. Further, while Kreaden told DOE II ZENDESK would put her into the “Rising  
19 Stars” program, and indicated that he would support her, DEFENDANTS denied her this  
20 opportunity because of her pregnancy. DEFENDANTS did, however, place the man who was  
21 promoted over her into the “Rising Stars” program.

22 28. In approximately June 2021, DOE II complained to her manager prior to Kreaden,  
23 who was now her Director, about not being promoted because of her pregnancy. DOE II informed  
24 her Director that she wanted to discuss the matter with Sharon Prosser (“Prosser”), the Vice  
25 President of Global Sales. He reacted in anger, telling DOE II he would be very disappointed if she  
26 talked with Prosser, and that it would mean that DOE II didn’t trust him as a manager to advocate  
27 on her behalf.

28 29. Once Kreaden became DOE II’s manager, in approximately June 2021, DOE II

1 disclosed her pregnancy to him as well. Then, Kreaden began harshly critiquing DOE II’s work—  
2 criticism that was unwarranted given her consistently high performance. Kreaden did not critique  
3 male teammates in the same way. On one occasion, when DOE II was unable to complete a minor,  
4 ministerial task on time because she was not feeling well due to pregnancy-related complications,  
5 Kreaden replied, “No excuses.”

6 30. DOE II complained about this harassing conduct to her Director (who also supervised  
7 Kreaden), who dismissed her concerns, telling her that Kreaden simply “needed coaching.” The  
8 harassment continued. Even though DOE II was one of the highest performers on her team, Kreaden  
9 continued to constantly single her out and criticize her for minor issues. For example, on August 30,  
10 2021, he accused DOE II of not making enough phone calls, and not having enough other activities  
11 “on the board” (an employee activity tracking program ZENDESK used). At this time, DOE II was  
12 at 100% of her sales quota. She explained to Kreaden that she was doing her best under the  
13 circumstances of having a high-risk pregnancy, taking medication which made her feel unwell, and  
14 having many doctors’ appointments to attend. DOE II further explained that even though she was  
15 not the activity leader “on the board,” the most important thing was that she was hitting her quotas  
16 and generating a pipeline for ZENDESK. Instead of offering DOE II sympathy or understanding,  
17 Kreaden continued on, telling her she was “bringing down team morale,” and “it’s absolutely  
18 unacceptable.” Kreaden insisted that if there was a day DOE II had no activities “on the board,” she  
19 had to communicate that to him accordingly and take sick leave. DOE II agreed, just to end this  
20 distressing and accusatory conversation.

21 31. DOE II’s job description included more than just taking phone calls and meetings.  
22 As one of the most tenured employees on her team, DOE II also frequently worked internally with  
23 colleagues, helping them with questions, strategy, messaging, and reports. All of this work was time-  
24 consuming, and could not necessarily be accounted for by ZENDESK’s activity tracker. Further,  
25 after the above meeting with Kreaden, DOE II went through her activities from the prior days, and  
26 found there was never a day where she didn’t have activities on the board. DOE II realized that  
27 whenever she took time off, for example to go to a doctor’s appointment, Kreaden would later  
28 inform her that her activities were too low for the week. Even on her days off, DOE II would take



1 customer meetings and calls, showing her commitment to the success of her team, ZENDESK’s  
2 sales organization, and herself.

3 32. DOE II messaged Kreaden on Slack to ask if he was referring to a certain day. He  
4 replied that he was talking about “today,” August 30. DOE II clarified that she had been working—  
5 having meetings and sending emails. Kreaden immediately escalated the conversation to their  
6 Director, and accused DOE II of not working hard enough. Kreaden warned her, “You need to be  
7 mindful of performance, being a good teammate and your personal brand.”

8 33. ZENDESK had no requirement for phone call or other activity volume, and DOE II  
9 always hit her sales quotas. In actuality, Kreaden was punishing DOE II for being a pregnant woman  
10 who planned to go on maternity leave.

11 34. DOE II was shocked and hurt by Kreaden’s accusations. She felt targeted for her  
12 pregnancy and planned maternity leave. DOE II asked several male colleagues who were not hitting  
13 sales quotas whether Kreaden had criticized their activity volume as well. These men replied that  
14 no, Kreaden had not said anything to them, and they were surprised he had reprimanded DOE II  
15 because she was such a high performer.

16 35. DOE II checked ZENDESK’s policies on workplace conduct, and found that  
17 ZENDESK itself had trained employees to understand that, *“If it looks like abusive conduct and  
18 smells like abusive conduct...Then it probably is. This includes . . . . The gratuitous sabotage or  
19 undermining of a person’s work performance.”* ZENDESK also trained employees on the biases  
20 women face in the workplace, namely the “motherhood penalty:”

21 Like receiving a penalty in hockey, the motherhood penalty puts a person in a box  
22 and prevents them from contributing to a team. . . . [T]he motherhood penalty is  
based in discrimination.

23 . . . .

24 In addition to receiving fewer employment opportunities, women who have children  
25 also face diminished wages compared to women without kids. Interestingly, the  
26 opposite is true for men: men with kids earn more than men without kids. This is  
likely due to a heteronormative bias that women with kids are less committed to their  
work and that men with kids are expected to act as the family’s breadwinner.

27 DOE II found that ZENDESK was subjecting her to the “motherhood penalty,” in violation of its  
28 own purported policy.

1           36.     DOE II kept searching for a resolution to this gender and pregnancy harassment and  
2 discrimination that would allow her to stay at ZENDESK. Because her two complaints to her  
3 Director were fruitless, DOE II next complained to Janelle McNally (“McNally”) in Zendesk’s  
4 Human Resources department. DOE II created a document for HR, explaining the harassment and  
5 discrimination she experienced in more detail. McNally informed DOE II that HR would investigate  
6 her complaints. To DOE II’s knowledge, this investigation concluded in September 2021, but  
7 ZENDESK did not inform her of the results. DOE II then left for maternity leave in October 2021,  
8 earlier than she had planned due to the stress and anxiety DEFENDANTS subjected her to.

9           37.     When DOE II returned from maternity leave on April 1, 2022, McNally informed  
10 her that ZENDESK determined Kreaden had performed “within his rights and duties as a manager.”  
11 McNally offered to place DOE II under a different manager, but noted that was all she could do.  
12 This was DOE II’s breaking point—she was forced to leave ZENDESK just a few days later, on  
13 April 4, 2022, due to the gender and pregnancy harassment and discrimination she experienced, and  
14 ZENDESK’s refusal to remedy it.

15           38.     Prior to filing this action, DOE II filed a complaint with the California Department  
16 of Fair Employment and Housing (“DFEH”) and received a right-to-sue letter issued by the DFEH  
17 on May 24, 2022.

18                   **c. Jane Doe III**

19           39.     DEFENDANTS employed DOE III from approximately October 7, 2016 to April 23,  
20 2021 as a Senior Voice Sales Specialist, Manager, Specialists, then Senior Manager. DOE III  
21 performed her job duties competently at all times material to this complaint and was a top performer.  
22 Throughout DOE III’s employment, however, DEFENDANTS also subjected her to severe gender  
23 and pregnancy discrimination and harassment.

24           40.     In November 2019, DOE III went on maternity leave. Before she left, her male  
25 supervisor, Gunja Gargeshwari (“Gargeshwari”), told her that she probably wasn’t going to come  
26 back to work after she had her baby. At that time, DOE III was working with five different teams.  
27 She and Gargeshwari agreed that when she returned from leave, she would take on a more stable  
28 role so he could justify promoting her to the Director role. DOE III and Gargeshwari also decided

1 that upon her return, DOE III would work as the counterpart of the Director of Sales for Zendesk  
2 Sell, Andy Jones (“Jones”).

3 41. Despite these discussions and agreements, when DOE III returned to work on May  
4 5, 2020, Gargeshwari remarked that he was surprised to see her back. DOE III learned that  
5 Gargeshwari had hired a new VP of Sales for Zendesk Sell, Monica Telles (“Telles”). Telles had in  
6 turn hired a man, Andrew Hansen (“Hansen”) in the role that DOE III was supposed to return to.  
7 Hansen was far less qualified for the role than DOE III.

8 42. On September 8, 2020, DOE III learned that Jones had left Zendesk, leaving his role  
9 open. DOE III asked Gargeshwari if he would now allow her to have the job they had agreed upon  
10 before she left for maternity leave. Gargeshwari replied that he would need to check internally, but  
11 would let her know as soon as he received approval.

12 43. On September 24, 2020, DOE III saw that Telles had posted that she was hiring a  
13 Director of Sales for Zendesk Sell on LinkedIn. Later that week, DOE III applied for the role, and  
14 several colleagues told her that they had spoken with Telles and highly recommended her for the  
15 position. One of these colleagues also said that his manager, Hansen, instructed him to stop bringing  
16 DOE III up to Telles because DOE III was not going to get the job.

17 44. Nevertheless, DOE III continued with the interview process, however, she had  
18 difficulty setting up interviews and completing other components of the application process, which  
19 she found unusual.

20 45. On October 12, 2020, Telles verbally offered DOE III the position of Director of  
21 Sales for Zendesk Sell. Telles stated that she was pleasantly surprised by her conversation with DOE  
22 III, and that she didn’t know DOE III had accomplished so much in her career. DOE III accepted  
23 the verbal offer. A week later, however, Telles rescinded the offer. She informed DOE III that she  
24 could not move forward because DOE III was “not liked” by some individuals in the Zendesk Sales  
25 department. DOE III then spoke with one of these individuals, who Gargeshwari identified. This  
26 individual assured DOE III that there was no bad blood between them or concerns on their part  
27 about her.

28 46. On November 12, 2020, DOE III learned that Telles had hired Tom McConnell

1 (“McConnell”) as the new Senior Manager of Zendesk Sell. McConnell had less than a year of  
2 management experience, and had never managed a sales team. Consequently, McConnell was not  
3 qualified to be a senior sales manager, yet ZENDESK promoted him over highly accomplished and  
4 qualified women such as DOE III.

5 47. DOE III stayed the course, seeking the promotion that she deserved. In February  
6 2021, DOE III inquired with Gargeshwari about ZENDESK’s regular March promotions.  
7 Gargeshwari replied that she had his full support for promotion to Director, but that he would have  
8 to consult with Norman Gennaro (“Gennaro”), the Senior Vice President of Worldwide Sales, about  
9 it. After speaking with Gennaro, Gargeshwari informed DOE III that because of ZENDESK’s new  
10 job leveling, no one in their organization met the criteria for promotion. Gargeshwari gave two  
11 examples: Jakub Glodak (“Glodak”) could not become a Director, and Bill Paulson (“Paulson”)  
12 could not become a VP.

13 48. On March 1, 2021, DOE III learned that Glodak had been promoted to the Director  
14 role after all, even though he had only been a Manager for eight months, then was promoted to  
15 Senior Manager and only held that position for six months. DOE III dealt with more scope and  
16 responsibility in her role three years prior, and she was told at that time that she had to hold the  
17 Manager position for at least a year before being promoted to Senior Manager, and then Director.  
18 Then, after DOE III was promoted to the Senior Manager role, she was told she had to wait another  
19 year before becoming a Director. Yet, in the ten months after she returned from maternity leave,  
20 DOE III observed ZENDESK quickly promote at least three less-qualified, white men.

21 49. As a result of ZENDESK’s refusal to promote her despite her high performance  
22 levels, DOE III felt targeted, disrespected, and marginalized. DOE III also felt that she was being  
23 discriminated against because of her gender and pregnancy. DOE III experienced intense anxiety  
24 and insomnia. She felt that she couldn’t be present with her family. In the late stages of her  
25 pregnancy, DOE III experienced so much anxiety caused by the work environment at ZENDESK  
26 that she had to go on maternity leave early at the recommendation of her doctor. She then went into  
27 labor two weeks early.

28 50. Throughout this period, DOE III complained to Human Resources (“HR”) many

1 times, but ZENDESK did nothing. In particular, DOE III complained to Hanja Enyeart Kahan  
2 (“Kahan”) and Mel Cottrell (“Cottrell”). Kahan admitted that DOE III should not have been  
3 experiencing such difficulty at ZENDESK, yet nothing changed. DOE III also felt that she was cast  
4 as the “problem child” for complaining.

5 51. Shortly before leaving ZENDESK, DOE III made one last attempt to remedy the  
6 gender and pregnancy discrimination and retaliation she faced. She sent an email outlining her  
7 complaints and asking for resolution to Jon Geschke (“Geschke”), then the head of the Legal  
8 department and now the company’s Chief of Staff. Geschke replied that he couldn’t comment on  
9 DOE III’S complaints, but that he had to report them to HR. Shortly afterward, Kahan and Cottrell  
10 were back in touch. Cottrell informed DOE III that HR would have to conduct an investigation into  
11 her complaints. DOE III knew this investigation would not be fruitful because HR would only speak  
12 to people who wouldn’t share any helpful information out of fear of losing their jobs, or being  
13 ostracized at ZENDESK, like she was. DOE III also expected the investigation to take many months,  
14 and she could not wait that long for a potential resolution, all the while continuing to experience  
15 gender and pregnancy discrimination and retaliation.

16 52. DOE III was forced to leave ZENDESK on April 23, 2021 due to the relentless  
17 gender and pregnancy discrimination and retaliation she experienced, and lack of any appropriate  
18 response by ZENDESK.

19 53. Prior to filing this action, DOE III filed a complaint with the California Department  
20 of Fair Employment and Housing (“DFEH”) and received a right-to-sue letter issued by the DFEH  
21 on May 24, 2022.

### 22 **INJURIES TO PLAINTIFFS**

23 54. As a direct and proximate result of the foregoing unlawful and malicious acts of  
24 DEFENDANTS, PLAINTIFFS have suffered, and will continue to suffer, great mental and  
25 emotional anguish. Additionally, PLAINTIFFS have been humiliated and embarrassed as a result  
26 of the foregoing acts and omissions of DEFENDANTS.

27 55. As a further direct and proximate result of the foregoing unlawful and malicious acts  
28 of DEFENDANTS, PLAINTIFFS have suffered monetary damages in an amount subject to proof

1 at trial.

2 **FIRST CAUSE OF ACTION**

3 **Pregnancy / Gender Discrimination**

4 **[Cal. Gov't Code § 12940(a)]**

5 **(By PLAINTIFFS DOE II and DOE III against DEFENDANTS ZENDESK and DOES 1**  
6 **through 50, inclusive)**

7 56. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
8 allegations in the foregoing paragraphs.

9 57. At all relevant times herein, California Government Code § 12940 was in full force  
10 and effect and was binding on DEFENDANTS.

11 58. At all relevant times, California Government Code § 12940 provided that “[i]t is an  
12 unlawful employment practice, unless based upon a bona fide occupational qualification, or, except  
13 where based upon applicable security regulations established by the United States or the State of  
14 California:... (a) [f]or an employer or . . . any other person, because of . . . sex . . . to discharge the  
15 person from employment . . . or to discriminate against the person in compensation or in terms,  
16 conditions, or privileges of employment.”

17 59. PLAINTIFFS are female persons and, therefore, members of a protected class within  
18 the meaning of the aforementioned Government Code sections. During the course of PLAINTIFFS’  
19 employment, as alleged above, DEFENDANTS committed discriminatory acts on the basis of  
20 PLAINTIFFS’ sex or pregnancy, among other things.

21 60. PLAINTIFFS believe, and thereon allege, that their sex or pregnancy was a  
22 substantial motivating factor in DEFENDANTS’ wrongful employment actions and practices,  
23 including but not limited to refusing to promote them. Such discrimination is in violation of  
24 Government Code § 12940(a) and has resulted in damage and injury to PLAINTIFFS as alleged  
25 herein.

26 61. In perpetrating the above-described actions, DEFENDANTS, directly and through  
27 their agents and supervisors, discriminated against PLAINTIFFS on the basis of their sex or  
28 pregnancy, including by refusing to promote them, which lowered their pay substantially, because

1 of her sex or pregnancy, in violation of the California Fair Employment and Housing Act,  
2 Government Code § 12940(a). DEFENDANTS knew or should have known of the discriminatory  
3 conduct toward PLAINTIFFS and failed to take immediate and appropriate corrective action.

4 62. PLAINTIFFS have timely filed complaints against DEFENDANTS with the  
5 California Department of Fair Employment and Housing and have received Right to Sue letters.

6 63. As a proximate result of DEFENDANTS' unlawful acts, practices, and omissions,  
7 PLAINTIFFS have suffered monetary damages, humiliation, mental anguish, and physical and  
8 emotional distress, in an amount subject to proof at trial. PLAINTIFFS claim such amount as  
9 damages together with prejudgment interest thereon pursuant to California Civil Code §§ 3287,  
10 3288, and/or any other applicable provision providing for prejudgment interest.

11 64. By engaging in the aforementioned unlawful acts, practices, and omissions,  
12 DEFENDANTS intended to cause injury to PLAINTIFFS. DEFENDANTS' conduct was reckless,  
13 malicious, and despicable, and was carried on with a conscious and willful disregard of the rights  
14 and safety of others. Therefore, an award of punitive damages, sufficient to punish DEFENDANTS  
15 and to serve as an example to deter DEFENDANTS from similar conduct in the future, should be  
16 made. PLAINTIFFS claim such amount as damages to be determined at trial. PLAINTIFFS claim  
17 such amount as damages together with prejudgment interest thereon pursuant to California Civil  
18 Code §§ 3287, 3288 and/or any other applicable provision providing for prejudgment interest.

19 65. Additionally, PLAINTIFFS seek an award of reasonable attorneys' fees and costs  
20 against DEFENDANTS pursuant to the California Fair Employment and Housing Act.

21 **SECOND CAUSE OF ACTION**

22 **Pregnancy / Gender Harassment**

23 **[Cal. Gov't Code § 12940(j)]**

24 **(By PLAINTIFFS DOE II and DOE III against DEFENDANTS ZENDESK and DOES 1**  
25 **through 50, inclusive)**

26 66. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
27 allegations in the foregoing paragraphs.

28 67. At all relevant times herein, California Government Code § 12940 was in full force

1 and effect and was binding on DEFENDANTS.

2           68.     At all relevant times, California Government Code § 12940 provided that “[i]t is an  
3 unlawful employment practice, unless based upon a bona fide occupational qualification, or, except  
4 where based upon applicable security regulations established by the United States or the State of  
5 California:... (j) [f]or an employer or . . . any other person, because of . . . sex . . . to harass an  
6 employee. . .or a person providing services pursuant to a contract. Harassment of an employee...or  
7 a person providing services pursuant to a contract by an employee, other than an agent or supervisor,  
8 shall be unlawful if the entity, or its agents or supervisors, knows or should have known of this  
9 conduct and fails to take immediate and appropriate corrective action.”

10           69.     As set forth above, DEFENDANTS’ acts and omissions constitute violations of  
11 California Government Code § 12940. In perpetrating the above-described actions,  
12 DEFENDANTS, directly and through their agents and supervisors, harassed PLAINTIFFS on the  
13 basis of their sex and/or pregnancy. PLAINTIFFS have timely filed complaints against  
14 DEFENDANTS with the California Department of Fair Employment and Housing and has received  
15 a right to sue letter.

16           70.     DEFENDANTS refused to promote PLAINTIFFS because of their gender and  
17 pregnancies, then ignored PLAINTIFFS’ complaints about their actions. DEFENDANTS forced  
18 PLAINTIFFS to watch several less-qualified men receive promotions over them. DEFENDANTS  
19 also made inappropriate comments to PLAINTIFFS on the basis of her gender and pregnancy, such  
20 as Gargeshwari’s comments that DOE III probably would not return to work after her baby was  
21 born, and that he was surprised to see her back; and Kreaden’s harsh criticisms of DOE II after she  
22 took pregnancy-related sick days.

23           71.     As a proximate result of DEFENDANTS’ unlawful acts, practices, and omissions,  
24 PLAINTIFFS have suffered monetary damages, humiliation, mental anguish, and physical and  
25 emotional distress, in an amount subject to proof at trial. PLAINTIFFS claim such amount as  
26 damages together with prejudgment interest thereon pursuant to California Civil Code §§ 3287,  
27 3288, and/or any other applicable provision providing for prejudgment interest.

28           72.     By engaging in the aforementioned unlawful acts, practices, and omissions,



1 DEFENDANTS intended to cause injury to PLAINTIFFS. DEFENDANTS' conduct was reckless,  
2 malicious, and despicable, and was carried on with a conscious and willful disregard of the rights  
3 and safety of others. Therefore, an award of punitive damages, sufficient to punish DEFENDANTS  
4 and to serve as an example to deter DEFENDANTS from similar conduct in the future, should be  
5 made. PLAINTIFFS claim such amount as damages to be determined at trial. PLAINTIFFS claim  
6 such amount as damages together with prejudgment interest thereon pursuant to California Civil  
7 Code §§ 3287, 3288 and/or any other applicable provision providing for prejudgment interest.

8 73. Additionally, PLAINTIFFS seek an award of reasonable attorneys' fees and costs  
9 against DEFENDANTS pursuant to the California Fair Employment and Housing Act.

10 **THIRD CAUSE OF ACTION**

11 **Disability Discrimination**

12 **[Cal. Gov. Code § 12940(a)]**

13 **(By PLAINTIFF DOE I against DEFENDANTS ZENDESK and DOES 1 through 50,**  
14 **inclusive)**

15 74. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
16 factual allegations in the foregoing paragraphs.

17 75. At all times relevant herein, California Government Code § 12940 was in full force  
18 and effect and was binding on DEFENDANTS.

19 76. California Government Code § 12940 provides that “[i]t is an unlawful employment  
20 practice, unless based upon a bona fide occupational qualification, or, except where based upon  
21 applicable security regulations established by the United States or the State of California: (a) [f]or  
22 an employer because of. . . physical disability, mental disability. . . to discriminate against the  
23 person in compensation or in terms, conditions, or privileges of employment. . .”.

24 77. As set forth above, DEFENDANTS' acts and omissions constitute violations of  
25 California Government Code § 12940(a). PLAINTIFF has timely filed a complaint of disability  
26 discrimination against DEFENDANTS with the DFEH and has received a right-to-sue letter.

27 78. As set forth above, PLAINTIFF suffered from disabilities—severe anxiety and a  
28 stomach abscess requiring surgery. PLAINTIFF's disabilities limited her ability in at least one of

1 the major life activities: working. As described above, DEFENDANTS were aware of  
2 PLAINTIFF's disabilities.

3 79. At all relevant times herein, PLAINTIFF satisfactorily performed her job duties and  
4 responsibilities, and could have continued to satisfactorily perform the essential duties of her job  
5 with an effective accommodation that could have been agreed upon if DEFENDANTS had engaged  
6 in the interactive process, as required by law. Instead of engaging in the interactive process,  
7 DEFENDANTS discriminated against PLAINTIFF because of her disability and retaliated against  
8 PLAINTIFF because she requested an accommodation.

9 80. PLAINTIFF believes, and thereon alleges, that her disability was the motivating  
10 factor in DEFENDANTS' wrongful employment actions and practices. Such discrimination is in  
11 violation of California Government Code § 12940(a) and has resulted in damage and injury to  
12 PLAINTIFF as alleged herein.

13 81. As a proximate result of DEFENDANTS' unlawful acts, practices, and omissions,  
14 PLAINTIFF has suffered monetary damages, humiliation, mental anguish, and physical and  
15 emotional distress, in an amount subject to proof at trial. PLAINTIFF claims such amount as  
16 damages together with prejudgment interest thereon pursuant to California Civil Code §§ 3287,  
17 3288, and/or any other applicable provision providing for prejudgment interest.

18 82. DEFENDANTS engaged in the aforementioned unlawful acts, practices and  
19 omissions alleged herein, and by ratifying such acts, engaged in intentional, reckless and willful,  
20 oppressive and malicious conduct, acted with willful and conscious disregard of PLAINTIFF's  
21 rights, welfare and safety, and caused great physical and emotional harm to PLAINTIFF. Therefore,  
22 PLAINTIFF seeks an award of punitive damages, sufficient to punish DEFENDANTS and to serve  
23 as an example to deter similar conduct in the future, in an amount according to proof at trial, together  
24 with prejudgment interest thereon pursuant to Civil Code §§ 3287, 3288, and/or any other applicable  
25 provision providing for prejudgment interest.

26 83. Additionally, pursuant to California Government Code § 12965(b), PLAINTIFF  
27 seeks an award of reasonable attorneys' fees and costs against DEFENDANTS pursuant to the  
28 California Fair Employment and Housing Act.

1 **FOURTH CAUSE OF ACTION**

2 **Disability Harassment**

3 **[Cal. Gov. Code § 12940(j)]**

4 **(By PLAINTIFF DOE I against all DEFENDANTS)**

5 84. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
6 factual allegations in the foregoing paragraphs.

7 85. At all times relevant herein, California Government Code § 12940 was in full force  
8 and effect and was binding on DEFENDANTS.

9 86. California Government Code § 12940 provides that: “[i]t is an unlawful employment  
10 practice, unless based upon a bona fide occupational qualification, or, except where based upon  
11 applicable security regulations established by the United States or the State of California: (j) [f]or an  
12 employer . . . or any other person, because of . . . physical disability [or] mental disability . . . to  
13 harass an employee, an applicant, an unpaid intern or volunteer, or a person providing services  
14 pursuant to a contract.”

15 87. As set forth above, DEFENDANTS’ acts and omissions constitute violations of  
16 California Government Code § 12940(j). PLAINTIFF has timely filed a complaint of disability  
17 harassment against DEFENDANTS with the DFEH and has received a right-to-sue letter.

18 88. As set forth above, PLAINTIFF suffered from mental and physical disabilities.  
19 PLAINTIFF’s disabilities limited her ability in at least one of the major life activities: working. As  
20 described above, DEFENDANTS were aware of PLAINTIFF’s disabilities.

21 89. At all relevant times herein, PLAINTIFF satisfactorily performed her job duties and  
22 responsibilities, and could have continued to satisfactorily perform the essential duties of her job  
23 with an effective accommodation that could have been agreed upon if DEFENDANTS had engaged  
24 in the interactive process, as required by law. Instead of engaging in the interactive process,  
25 DEFENDANTS harassed PLAINTIFF because of her disability and retaliated against PLAINTIFF  
26 because she requested an accommodation.

27 90. PLAINTIFF believes, and thereon alleges, that her disabilities were the motivating  
28 factor in DEFENDANTS’ wrongful employment actions and practices. Such discrimination is in

1 violation of California Government Code § 12940(j) and has resulted in damage and injury to  
2 PLAINTIFF as alleged herein.

3 91. As a proximate result of DEFENDANTS' unlawful acts, practices, and omissions,  
4 PLAINTIFF has suffered monetary damages, humiliation, mental anguish, and physical and  
5 emotional distress, in an amount subject to proof at trial. PLAINTIFF claims such amount as  
6 damages together with prejudgment interest thereon pursuant to California Civil Code §§ 3287,  
7 3288, and/or any other applicable provision providing for prejudgment interest.

8 92. DEFENDANTS engaged in the aforementioned unlawful acts, practices and  
9 omissions alleged herein, and by ratifying such acts, engaged in intentional, reckless and willful,  
10 oppressive and malicious conduct, acted with willful and conscious disregard of PLAINTIFF's  
11 rights, welfare and safety, and caused great physical and emotional harm to PLAINTIFF. Therefore,  
12 PLAINTIFF seeks an award of punitive damages, sufficient to punish DEFENDANTS and to serve  
13 as an example to deter similar conduct in the future, in an amount according to proof at trial, together  
14 with prejudgment interest thereon pursuant to Civil Code §§ 3287, 3288, and/or any other applicable  
15 provision providing for prejudgment interest.

16 **FIFTH CAUSE OF ACTION**

17 **Failure to Take Steps Necessary to Prevent Disability, Pregnancy, and Gender Harassment**  
18 **and Discrimination**

19 **[Cal. Gov. Code § 12940(k)]**

20 **(By all PLAINTIFFS against DEFENDANTS ZENDESK and DOES 1 through 50, inclusive)**

21 93. PLAINTIFFS incorporates herein by specific reference, as though fully set forth, the  
22 allegations in the foregoing paragraphs.

23 94. At all relevant times herein, the Fair Employment and Housing Act was in full force  
24 and effect, and was binding on DEFENDANTS. At all relevant times, California Government Code  
25 § 12940 provided that that "[i]t is an unlawful employment practice . . . (k) [f]or an employer . . . to  
26 fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring."

27 95. As set forth above, DEFENDANTS' acts, practices, and omissions constitute  
28 violations of Government Code § 12940(k), inasmuch as DEFENDANTS failed to take all

1 reasonable steps necessary to prevent such harassment and discrimination from occurring.  
2 PLAINTIFFS have timely filed a complaint with the California Department of Fair Employment  
3 and Housing and has received a Right to Sue letter.

4 96. By reason of DEFENDANTS' unlawful acts, practices, and omissions,  
5 PLAINTIFFS have suffered monetary damages, humiliation, mental anguish, and physical and  
6 emotional distress in an amount subject to proof at trial. PLAINTIFFS claim such amount as  
7 damages together with pre-judgment interest thereon pursuant to California Civil Code §§ 3287,  
8 3288, and any other applicable provision providing for prejudgment interest.

9 97. DEFENDANTS engaged in the aforementioned unlawful acts, practices, and  
10 omissions alleged herein, and by ratifying such acts, engaged in intentional, reckless, willful,  
11 oppressive, and malicious conduct; acted with willful and conscious disregard of PLAINTIFFS'  
12 rights, welfare, and safety; and caused great physical and emotional harm to PLAINTIFFS.  
13 Therefore, an award of punitive damages, sufficient to punish DEFENDANTS and to serve as an  
14 example to deter them from similar conduct in the future, should be made. PLAINTIFFS claim such  
15 amount as damages to be determined at trial. PLAINTIFFS claim such amount as damages together  
16 with pre-judgment interest thereon pursuant to California Civil Code §§ 3287, 3288, and any other  
17 applicable provision providing for prejudgment interest.

18 98. PLAINTIFFS will also seek the costs and expenses of this action, including  
19 reasonable attorneys' fees pursuant to the California Fair Employment and Housing Act and  
20 California Public Policy.

21 **SIXTH CAUSE OF ACTION**

22 **Failure to Make a Reasonable Accommodation**

23 **[Cal. Gov. Code § 12940(m)]**

24 **(By PLAINTIFF DOE I against DEFENDANTS ZENDESK and DOES 1 through 50,**  
25 **inclusive)**

26 99. PLAINTIFF incorporates herein, by specific reference, as though fully set forth, the  
27 factual allegations in the foregoing paragraphs.

1           100. At all times relevant herein, California Government Code § 12940 was in full force  
2 and effect and was binding on DEFENDANTS.

3           101. California Government Code § 12940(m) provides that “[i]t is an unlawful  
4 employment practice, unless based upon a bona fide occupational qualification, or, except where  
5 based upon applicable security regulations established by the United States or the State of  
6 California: (m) [f]or an employer or other entity covered by this part to fail to make reasonable  
7 accommodation for the known physical or mental disability of an applicant or employee . . .”

8           102. As set forth above, DEFENDANTS’ acts and omissions constitute violations of  
9 California Government Code § 12940(m). DEFENDANTS had knowledge of PLAINTIFF’s  
10 disability and failed to make a reasonable accommodation. PLAINTIFF has filed a complaint with  
11 the DFEH and has received a Right to Sue letter.

12           103. By reason of DEFENDANTS’ unlawful acts, practices and omissions, PLAINTIFF  
13 has suffered monetary damages, humiliation, mental anguish, and physical and emotional distress,  
14 in an amount subject to proof at trial. PLAINTIFF claims such amount as damages together with  
15 pre-judgment interest thereon pursuant to California Civil Code §§ 3287, 3288, and/or any other  
16 applicable provision providing for prejudgment interest.

17           104. DEFENDANTS engaged in the aforementioned unlawful acts, practices and  
18 omissions alleged herein, and by ratifying such acts, engaged in intentional, reckless and willful,  
19 oppressive and malicious conduct, acted with willful and conscious disregard of PLAINTIFF’s  
20 rights, welfare and safety, and caused great physical and emotional harm to PLAINTIFF. Therefore,  
21 PLAINTIFF seeks an award of punitive damages, sufficient to punish DEFENDANTS and to serve  
22 as an example to deter similar conduct in the future, in an amount according to proof at trial, together  
23 with prejudgment interest thereon pursuant to Civil Code §§ 3287, 3288, and/or any other applicable  
24 provision providing for prejudgment interest.

25           105. Additionally, pursuant to California Government Code § 12965(b), PLAINTIFF  
26 seeks an award of reasonable attorneys’ fees and costs against DEFENDANTS pursuant to the  
27 California Fair Employment and Housing Act.

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Engage in the Interactive Process**

3 **[Cal. Gov. Code § 12940(n)]**

4 **(By PLAINTIFF DOE I against DEFENDANTS ZENDESK and DOES 1 through 50,**  
5 **inclusive)**

6 106. PLAINTIFF incorporates herein, by specific reference, as though fully set forth, the  
7 factual allegations in the foregoing paragraphs.

8 107. At all times relevant herein, California Government Code § 12940 was in full force  
9 and effect and was binding on DEFENDANTS.

10 108. California Government Code § 12940(n) provides that “[i]t is an unlawful  
11 employment practice . . . (n) [f]or an employer or other entity covered by this part to fail to engage  
12 in a timely, good faith, interactive process with the employee or applicant to determine effective  
13 reasonable accommodations, if any, to a request for reasonable accommodation by an employee or  
14 applicant with a known physical or mental disability or known medical condition.”

15 109. As set forth above, DEFENDANTS’ acts and omissions constitute violations of  
16 California Government Code § 12940(n). DEFENDANTS failed to engage in the interactive  
17 process for PLAINTIFF’s disabilities. PLAINTIFF has filed a complaint with the DFEH and has  
18 received a Right to Sue letter.

19 110. By reason of DEFENDANTS’ unlawful acts, practices and omissions, PLAINTIFF  
20 has suffered monetary damages, humiliation, mental anguish, and physical and emotional distress,  
21 in an amount subject to proof at trial. PLAINTIFF claims such amount as damages together with  
22 pre-judgment interest thereon pursuant to California Civil Code §§ 3287, 3288, and/or any other  
23 applicable provision providing for prejudgment interest.

24 111. DEFENDANTS engaged in the aforementioned unlawful acts, practices and  
25 omissions alleged herein, and by ratifying such acts, engaged in intentional, reckless and willful,  
26 oppressive and malicious conduct, acted with willful and conscious disregard of PLAINTIFF’s  
27 rights, welfare and safety, and caused great physical and emotional harm to PLAINTIFF. Therefore,  
28 PLAINTIFF seeks an award of punitive damages, sufficient to punish DEFENDANTS and to serve

1 as an example to deter similar conduct in the future, in an amount according to proof at trial, together  
2 with prejudgment interest thereon pursuant to Civil Code §§ 3287, 3288, and/or any other applicable  
3 provision providing for prejudgment interest.

4 112. Additionally, pursuant to California Government Code § 12965(b), PLAINTIFF  
5 seeks an award of reasonable attorneys' fees and costs against DEFENDANTS pursuant to the  
6 California Fair Employment and Housing Act.

7 **EIGHTH CAUSE OF ACTION**

8 **Retaliation**

9 **[Cal. Gov. Code § 12940(h)]**

10 **(By all PLAINTIFFS against DEFENDANTS ZENDESK and DOES 1 through 50, inclusive)**

11 113. PLAINTIFFS incorporates herein by specific reference, as though fully set forth, the  
12 allegations in the foregoing paragraphs.

13 114. At all relevant times herein, the Fair Employment and Housing Act was in full force  
14 and effect and was binding on DEFENDANTS. At all relevant times, California Government Code  
15 § 12940 provided that “[i]t is an unlawful employment practice . . . (h) [f]or any employer . . . or  
16 person to discharge, expel, or otherwise discriminate against any person because the person has  
17 opposed any practices forbidden under this or because the person has filed a complaint, testified, or  
18 assisted in any proceeding under this part.”

19 115. As set forth above, DEFENDANTS' acts and omissions constitute violations of  
20 California Government Code § 12940. PLAINTIFFS have timely filed complaints of harassment,  
21 discrimination, retaliation, and failure to take all reasonable steps to prevent harassment and  
22 discrimination against DEFENDANTS with the California Department of Fair Employment and  
23 Housing (“FEHA”) and has received a Right to Sue letter.

24 116. DEFENDANTS engaged in the aforementioned unlawful acts, practices and  
25 omissions alleged herein, and by ratifying such acts, engaged in intentional, reckless and willful,  
26 oppressive and malicious conduct, acted with willful and conscious disregard of PLAINTIFFS'  
27 rights, welfare and safety, and caused great physical and emotional harm to PLAINTIFFS.

28 117. PLAINTIFFS complained to DEFENDANTS' Human Resources that they had



1 suffered from disability, gender, and pregnancy discrimination and harassment during their  
2 employment with DEFENDANTS. DEFENDANTS failed to take immediate and appropriate  
3 corrective action in response to PLAINTIFFS' complaint. The discriminatory and harassing conduct  
4 PLAINTIFFS had to endure was sufficiently severe and/or pervasive as to alter the conditions of  
5 PLAINTIFFS' employment and to create a hostile, intimidating, and/or abusive work environment.  
6 DEFENDANTS permitted such a hostile work environment to exist by failing to immediately and  
7 appropriately respond to PLAINTIFFS' complaint regarding disability, gender, and pregnancy  
8 discrimination and harassment.

9 118. As a proximate result of the DEFENDANTS' unlawful acts, practices, and  
10 omissions, PLAINTIFFS have suffered monetary damages, humiliation, mental anguish, and  
11 physical and emotional distress, in an amount subject to proof at trial. PLAINTIFFS claim such  
12 amount as damages together with prejudgment interest thereon pursuant to California Civil Code §§  
13 3287, 3288, and/or any other applicable provision providing for prejudgment interest.

14 119. DEFENDANTS acted oppressively, fraudulently, and maliciously, in willful and  
15 conscious disregard of PLAINTIFFS' rights, and with the intention of causing or in reckless  
16 disregard of the probability of causing injury and emotional distress to PLAINTIFFS when they  
17 failed to fully and fairly investigate PLAINTIFFS' complaints.

18 120. DEFENDANTS engaged in the aforementioned unlawful acts, practices and  
19 omissions alleged herein, and by ratifying such acts, engaged in intentional, reckless and willful,  
20 oppressive and malicious conduct, acted with willful and conscious disregard of PLAINTIFFS'  
21 rights, welfare and safety, and caused great physical and emotional harm to PLAINTIFFS.  
22 Therefore, an award of punitive damages, sufficient to punish DEFENDANTS and to serve as an  
23 example to deter DEFENDANTS from similar conduct in the future, should be made. PLAINTIFFS  
24 claim such amount as damages to be determined at trial. PLAINTIFFS claim such amount as  
25 damages together with prejudgment interest thereon pursuant to California Civil Code §§ 3287,  
26 3288 and/or any other applicable provision providing for prejudgment interest.

27 121. Additionally, PLAINTIFFS seek an award of reasonable attorneys' fees and costs  
28 against DEFENDANTS pursuant to the California Fair Employment and Housing Act and

1 California Public Policy.

2 **NINTH CAUSE OF ACTION**

3 **Violation of the California Family Rights Act**

4 **[Cal. Gov. Code § 12945.2]**

5 **(By all PLAINTIFFS against DEFENDANTS ZENDESK and DOES 1 through 50, inclusive)**

6 122. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
7 allegations in the foregoing paragraphs.

8 123. Defendants ZENDESK and DOES 1 through 50, inclusive, are employers covered  
9 by the California Family Rights Act of 1993 (“CFRA”), Government Code § 12945.2.

10 PLAINTIFF is an eligible employee under the CFRA.

11 124. Government Code § 12945.2(a) makes it unlawful for a covered employer to refuse  
12 to grant a request by an eligible employee to take up to a total of 12 work weeks in any 12-month  
13 period for family care and medical leave. Furthermore, Government Code §1245.2(1) makes it  
14 unlawful for an employer to discharge, discriminate against, and/or retaliate against an employee  
15 because of the employee’s exercise of the right to family care or medical leave under the CFRA.

16 125. DEFENDANTS’ conduct as set forth above—including but not limited to  
17 harassing, discriminating against, and retaliating against PLAINTIFFS, refusing to promote  
18 PLAINTIFFS, and substantially decreasing PLAINTIFFS’ compensation for exercising their right  
19 to a medical leave of absence for her pregnancy constitute violations of Government Code  
20 § 12945.2.

21 126. PLAINTIFFS have timely filed a complaint with the California Department of Fair  
22 Employment and Housing and have received Right to Sue letters.

23 127. As a proximate result of DEFENDANTS’ unlawful acts, practices, and omissions,  
24 PLAINTIFFS have suffered monetary damages, humiliation, mental anguish, and physical and  
25 emotional distress, in an amount subject to proof at trial. PLAINTIFFS claim such amount as  
26 damages together with prejudgment interest thereon pursuant to Civil Code §§ 3287, 3288, and/or  
27 any other applicable provision providing for prejudgment interest.

28 128. By engaging in the aforementioned unlawful acts, practices, and omissions, and by

1 ratifying such acts, practices, and omissions, DEFENDANTS intended to cause injury to  
2 PLAINTIFFS. DEFENDANTS' conduct was reckless, malicious, and despicable, and was carried  
3 out with a conscious and willful disregard of the rights and safety of others. Therefore,  
4 PLAINTIFFS seek an award of punitive damages, sufficient to punish DEFENDANTS and to  
5 serve as an example to deter similar conduct in the future, in an amount according to proof at trial,  
6 together with prejudgment interest thereon pursuant to Civil Code §§ 3287, 3288, and/or any other  
7 applicable provision providing for prejudgment interest.

8 129. Additionally, PLAINTIFFS seek an award of reasonable attorneys' fees and costs  
9 against DEFENDANTS and each of them, pursuant to the CFRA.

10 **TENTH CAUSE OF ACTION**

11 **Unfair and Unlawful Business Practices**

12 **[Cal. Business & Professions Code § 17200 *et seq.*]**

13 **(By all PLAINTIFFS against DEFENDANTS ZENDESK and DOES 1 through 50, inclusive)**

14 130. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
15 allegations in the foregoing paragraphs.

16 131. Each and every one of DEFENDANTS' acts and omissions in violation of the  
17 California Fair Employment and Housing Act constitutes an unfair and unlawful business practice  
18 under Business and Professions Code § 17200 *et seq.*

19 132. DEFENDANTS' violations of California discrimination laws constitute a business  
20 practices because DEFENDANTS' aforementioned acts and omissions were done repeatedly over  
21 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and other  
22 employees.

23 133. As a result of DEFENDANTS' unfair and unlawful business practices,  
24 DEFENDANTS have reaped unfair and illegal profits at the expense of PLAINTIFFS and members  
25 of the public. DEFENDANTS should be made to disgorge their ill-gotten gains and to restore them  
26 to PLAINTIFFS.

27 134. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS to seek  
28 preliminary and permanent injunctive relief, including but not limited to orders that DEFENDANTS

1 account for, disgorge, and restore to PLAINTIFFS the wages and other compensation unlawfully  
2 withheld from them. PLAINTIFFS are entitled to restitution of all monies to be disgorged from  
3 DEFENDANTS in an amount according to proof at the time of trial, but in excess of the jurisdiction  
4 of this court.

5 **ELEVENTH CAUSE OF ACTION**

6 **Negligent Hiring, Supervision, and/or Retention**

7 **(By PLAINTIFF DOE I against Defendants ZENDESK and DOES 1 through 50, inclusive)**

8 135. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
9 factual allegations in the foregoing paragraphs.

10 136. As alleged above, Defendant INGEBRIGTSEN was incompetent and unfit to  
11 perform the work for which he was hired or employed.

12 137. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS  
13 knew or, in the exercise of reasonable diligence, should have known that the employees, including,  
14 but not limited to Defendant INGEBRIGTSEN, who committed the discriminatory, harassing, and  
15 retaliatory acts alleged above, were incompetent and unfit to perform the duties for which they  
16 were hired, and that an undue risk to persons such as PLAINTIFF would exist because of their  
17 employment. Despite this advance knowledge, DEFENDANTS retained the employees  
18 responsible for the acts described above in conscious disregard for the rights and well-being of  
19 others, including PLAINTIFF.

20 138. DEFENDANTS had a duty to use reasonable care and to properly supervise their  
21 managers, employees, and agents, which it breached, causing injury to PLAINTIFF in the form of  
22 discrimination, harassment, and retaliation alleged above.

23 139. DEFENDANTS' negligence in contracting with, hiring, supervising, and/or  
24 retaining Defendant INGEBRIGTSEN, among others, was a substantial factor in causing  
25 PLAINTIFF's harm.

26 140. As a proximate result of DEFENDANTS' conscious disregard for the rights of  
27 PLAINTIFF, and DEFENDANTS' ratification of the wrongful conduct of Defendant  
28 INGEBRIGTSEN, DEFENDANTS are liable to PLAINTIFF for the acts of their employees and

1 agents, and each of them, as well as for the damages alleged herein, including punitive damages  
2 sufficient to punish DEFENDANTS and to serve as an example to deter similar conduct in the  
3 future, in an amount according to proof at trial, together with prejudgment interest thereon  
4 pursuant to California Civil Code §§ 3287, 3288, and/or any other applicable provision providing  
5 for prejudgment interest.

6 141. Additionally, PLAINTIFF seeks an award of reasonable attorneys' fees and costs  
7 against DEFENDANTS pursuant to the California Fair Employment and Housing Act and  
8 California Public Policy.

9 **TWELFTH CAUSE OF ACTION**

10 **Intentional Infliction of Emotional Distress**

11 **(By PLAINTIFF DOE I against all DEFENDANTS)**

12 142. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
13 factual allegations in the foregoing paragraphs.

14 143. During all relevant times, INGEBRIGTSEN was employed by ZENDESK and was  
15 acting in his capacity as the supervisory and/or managerial employee of ZENDESK, such that  
16 ZENDESK is liable for INGEBRIGTSEN's conduct. ZENDESK knew, or should have known, of  
17 INGEBRIGTSEN's conduct and failed to properly investigate, reprimand, terminate, or take an  
18 appropriate disciplinary action against INGEBRIGTSEN for his egregious conduct, thereby  
19 ratifying his actions.

20 144. INGEBRIGTSEN's conduct, as set forth above, was outrageous in that it was so  
21 extreme as to exceed all bounds of decency. Further, DEFENDANTS' conduct would be regarded  
22 by any reasonable person as intolerable in a civilized community.

23 145. By engaging in the aforementioned conduct, INGEBRIGTSEN abused his position  
24 of authority as a supervisor/manager and knew that his conduct would likely result in harm due to  
25 mental distress.

26 146. On information and belief, PLAINTIFF alleges that INGEBRIGTSEN acted with the  
27 intent to cause PLAINTIFF emotional distress or, at minimum, acted with reckless disregard of the  
28 probability that PLAINTIFF would suffer emotional distress.

1 147. By committing the outrageous and malicious acts and omissions alleged herein,  
2 DEFENDANTS knew, or should have known, that such conduct would result in PLAINTIFF's  
3 severe emotional distress. Moreover, DEFENDANTS' acts and omissions were perpetrated with  
4 the intent of inflicting humiliation, mental anguish, and severe emotional distress upon PLAINTIFF.

5 148. As a direct and proximate result of DEFENDANTS' unlawful acts, practices, and  
6 omissions, PLAINTIFF has suffered severe emotional distress, in an amount subject to proof at trial.  
7 PLAINTIFF claims such amount as damages together with prejudgment interest thereon pursuant  
8 to California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for  
9 prejudgment interest.

10 149. DEFENDANTS engaged in the aforementioned unlawful acts, practices, and  
11 omissions and/or ratified such acts, practices, and omissions. In doing so, DEFENDANTS engaged  
12 in intentional, reckless, willful, oppressive, and malicious conduct, acted with willful and conscious  
13 disregard of PLAINTIFF's rights, welfare, and safety, and caused great physical and/or emotional  
14 harm to PLAINTIFF. Therefore, an award of punitive damages, sufficient to punish DEFENDANTS  
15 and to deter them and others from similar conduct in the future, is appropriate. PLAINTIFF claims  
16 such amount as damages to be determined at trial.

17 **THIRTEENTH CAUSE OF ACTION**

18 **Constructive Discharge in Violation of Public Policy**

19 **(By all PLAINTIFFS against DEFENDANTS ZENDESK and DOES 1 through 50, inclusive)**

20 150. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the  
21 allegations in the foregoing paragraphs.

22 151. At all times relevant in this action, Article 1, Section 8 of the California Constitution  
23 and the California Fair Employment and Housing Act was in full force and effect, and was binding  
24 on DEFENDANTS. Article I, Section 8 of the Constitution, the California Fair Employment and  
25 Housing Act, and the public policy of the State of California based thereupon prohibit  
26 DEFENDANTS from discriminating against or harassing an employee because of disability, from  
27 retaliating against an employee because he or she protests harassment or discrimination, and from  
28

1 failing to take all reasonable steps necessary to prevent discrimination and harassment from  
2 occurring.

3 152. Each of the aforementioned statutes embodies a fundamental and well-established  
4 public policy in the State of California.

5 153. PLAINTIFFS believe, and thereon allege, that their gender and pregnancies were  
6 substantial motivating factors in DEFENDANTS' conduct, as set forth above, including but not  
7 limited to the constructive discharge of PLAINTIFFS' employment. PLAINTIFFS further allege  
8 that DEFENDANTS retaliated against PLAINTIFFS, including, but not limited to, by constructively  
9 discharging their employment, because they opposed DEFENDANTS' unlawful employment  
10 practices prohibited under the Fair Employment and Housing Act. Accordingly, PLAINTIFFS were  
11 subject to working conditions by DEFENDANTS that violated public policy.

12 154. As a proximate result of DEFENDANTS' unlawful acts, practices, and omissions,  
13 PLAINTIFFS have suffered monetary damages, humiliation, mental anguish, and physical and  
14 emotional distress, in an amount subject to proof at trial. PLAINTIFFS claim such amount as  
15 damages together with prejudgment interest thereon pursuant to Civil Code §§ 3287, 3288 and/or  
16 any other applicable provision providing for prejudgment interest.

17 155. By engaging in the aforementioned unlawful acts, practices, and omissions, and by  
18 ratifying such acts, practices, and omissions, DEFENDANTS intended to cause injury to  
19 PLAINTIFFS. DEFENDANTS' conduct was reckless, malicious, and despicable, and was carried  
20 on with a conscious and willful disregard of the rights and safety of others. Therefore, PLAINTIFFS  
21 seek an award of punitive damages, sufficient to punish DEFENDANTS and to serve as an example  
22 to deter similar conduct in the future, in an amount according to proof at trial, together with  
23 prejudgment interest thereon pursuant to Civil Code §§ 3287, 3288, and/or any other applicable  
24 provision providing for prejudgment interest.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, PLAINTIFFS pray for judgment against DEFENDANTS as follows:

27 1. For compensatory damages on PLAINTIFFS' economic losses, deprivation of civil  
28 rights, humiliation, physical anguish, and mental and emotional distress;

1           2.     For injunctive relief permanently enjoining DEFENDANTS and their agents,  
2 employees, and successors, and all persons in active conduct or participation with DEFENDANTS  
3 from engaging in discriminatory and harassing practices;

4           3.     For an award of punitive and exemplary damages on each cause of action as  
5 permitted by law;

6           5.     For interest accrued to date pursuant to Civil Code §§ 3287, 3288, and/or any other  
7 applicable provision providing for prejudgment interest;


8           6.     For an award of reasonable attorneys' fees, costs, and expenses, pursuant to the  
9 California Fair Employment and Housing Act, Government Code § 12965(b), and all other  
10 applicable statutes providing for attorneys' fees and costs;

11          7.     Permanently enjoin DEFENDANTS and their agents, employees, and successors,  
12 and all persons in active conduct or participation with DEFENDANTS from engaging in  
13 discriminatory and harassing practices, and from engaging in the unlawful business practices  
14 complained of herein, including but not limited accounting for, disgorging, and restoring to  
15 PLAINTIFF the wages and other compensation unlawfully withheld from her; and

16          8.     For such other relief as the Court may deem just and proper.

18 DATED: May 27, 2022

Respectfully submitted,  
MATERN LAW GROUP, PC

21 By:   
22 \_\_\_\_\_  
23 MATTHEW J. MATERN  
24 JOSHUA D. BOXER  
25 IRINA A. KIRNOSOVA  
26 CLARE E. MORAN  
27 Attorneys for Plaintiffs  
28 JANE DOE I, JANE DOE II, and JANE DOE III



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**DEMAND FOR JURY TRIAL**

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: May 27, 2022

Respectfully submitted,

MATERN LAW GROUP, PC

By:   
\_\_\_\_\_  
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