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Superior Court of California
County of Sonoma
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4 Attorney for Plaintiff,
5 LISA CANNON

6
7 **SUPERIOR COURT OF CALIFORNIA**

8 **COUNTY OF SONOMA**

24CV01482

9 LISA CANNON

) Superior Court Case No. SCV

)

) **COMPLAINT FOR DAMAGES:**

)

11
12 Plaintiff,

) 1. Sex Harassment (Govt. Code
) §12940(j));

) 2. Sex Discrimination (Govt. Code
) §12940(a);

14 v.

) 3. Retaliation (Govt. Code
) §12940(h));

15 REDWOOD EMPIRE FOOD BANK;
16 and Does 1 to 5, Inclusive,

) 4. Failure to Prevent Harassment,
) Discrimination, or Retaliation

17 Defendants.

) Govt. Code § 12940(k); CACI
) 2527;

5. Wrongful Discharge in Violation
of Public Policy

Jury Trial Requested

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22 Plaintiff Lisa Cannon, alleges:

23
24 **PRELIMINARY STATEMENT**

25 1. This is a sexual harassment, retaliation, wrongful termination case against
26 Defendant Redwood Empire Food Bank. Its CEO, David Goodman, unlawfully
27 terminated Plaintiff, Defendant's former Director of Development, on January 12, 2024,
28

1 without cause, because he had been sexually harassing her throughout her 5 year
2 employment. In an attempt to protect himself, and in retaliation for sexually harassing
3 Plaintiff, and Plaintiff opposing Goodman’s sexual harassment, CEO Goodman fired
4 Plaintiff, “to protect the Food Bank.” CEO Goodman thereafter lied to the Redwood
5 Empire Food Bank Board of Directors, falsely reporting that Plaintiff resigned. Plaintiff
6 was an exemplary employee. Her salary doubled in 5 years, and raised millions of dollars for
7 Defendant Redwood Empire Food Bank, while having to manage CEO Goodman’s sexual
8 harassment of her.
9
10

11 PARTIES

12 2. **The Plaintiff.** Lisa Cannon (“Plaintiff”) is a female resident of Sonoma
13 County, California and a former employee of Defendant Redwood Empire Food Bank.
14

15 3. **The Defendants.** Defendant REDWOOD EMPIRE FOOD BANK
16 (hereinafter sometimes referred to as “Defendant REFB”) is organized as a *non-religious*
17 nonprofit benefit California corporation, subject to the prohibitions against discrimination
18 made unlawful in employment practices by Govt. Code § 12926.2, subd.(f)(2). Defendant
19 REFB has its headquarters in Santa Rosa, California, in Sonoma County. Defendant REFB
20 has at all relevant times employed more than five employees for purposes of Govt. Code
21 § 12900 *et seq.* At all relevant times, Defendants were subject to duties imposed by state
22 statutes and regulations to prohibiting discrimination and harassment in employment and
23 prohibiting retaliation for protest of and opposition to illegal conduct, including but not
24 limited to Govt. Code § 12900 *et seq.*
25
26

27 4. **Alter-Ego & Joint Employer Allegations:**

28 Plaintiff is informed and believes at all times mentioned herein, each of the

1 Defendants was the agent or employee of each of the other Defendants, and, in taking all
2 of the actions alleged herein, was acting within the course and scope, purpose, knowledge,
3 approval and consent of such agency and employment, and with the ratification, permission
4 and consent of each of the other Defendants. Additionally, each of the Defendants
5 conspired with each other to perpetrate the various unlawful acts described here.
6 Accordingly, each of the named Defendants is jointly and severally liable for the acts of each
7 of the other named Defendants. Plaintiff is informed and believes and alleges that at all
8 relevant times, Defendants and its agents, were “employers” within the meaning of the
9 California Civil Rights Department, California Government Code §12940, *et seq.*, and has,
10 along with the other Defendants, been a joint employer of Plaintiff.
11

12
13 5. **Doe Allegations.** Plaintiff is ignorant of the true names and capacities of
14 defendants sued as “Does 1 through 5 inclusive” and therefore sues these defendants by
15 fictitious names. Plaintiff will amend this Complaint to allege their true names and
16 capacities when ascertained. Plaintiff is informed and believes and thereon alleges, that each
17 of the Defendants designated herein as a “doe” is responsible in some manner for the
18 injuries suffered by Plaintiff, and for damages proximately caused by the conduct of each
19 such Defendant as herein alleged. At all times herein mentioned, each of the Doe
20 Defendants and employees of Defendants were the agents, managing agents, servants and
21 employees of the remaining Defendants, and each of them, and at all times herein
22 mentioned, was acting within the course and scope of said agency, service and employment.
23

24
25 6. **Agency Allegations.** Plaintiff is informed and believes, and on that basis
26 alleges, that each of the named Defendants was the agent, servant, employee or
27 representative of his, her, or its co-defendant and each of them, and in doing the things here
28

1 alleged was acting in the scope of such Defendant's authority as such agent, employee or
2 representative and with the permission and consent of said co-defendants. Plaintiff is
3 informed and believes and alleges that at all relevant times, Defendants' employees were
4 managing agents who exercised substantial independent authority and judgment in their
5 corporate decision making so that their decisions ultimately determined Defendants'
6 corporate policies. Plaintiff is informed and believes and on that basis alleges that
7 Defendants and their employees and each of them were at all relevant times aware of the
8 conduct of Defendants and their agents and employees, and each of the other Defendants
9 and approved and ratified that conduct.
10
11

12 7. **Managing Agents Allegations.** Plaintiff is informed and believes and alleges
13 that at all relevant times, Defendants' employees were managing agents who exercised
14 substantial independent authority and judgment in their corporate decision making so that
15 their decisions ultimately determined Defendants' corporate policies.
16

17 8. At all relevant times during Plaintiff's employment, David Goodman was the
18 CEO of Defendant REFB (even though Defendant's 9/8/20 Secretary of State Statement
19 of Information filing incorrectly lists former Board Chair, current Board Member, Gayle
20 Guynup, as Defendant's CEO (See Exhibit A) and does not name Goodman as Defendant's
21 CEO until Defendant's January 26, 2022, Statement of Information filing (See Exhibit B),
22 and a managing agent with discretionary authority for Defendant Redwood Empire Food
23 Bank.
24

25 9. At all relevant times during Plaintiff's employment, Paula Handelman was the
26 Director of Finance. In addition, from the start of Plaintiff's employment until December
27 2022, Handelman was also the person in charge of Defendant's Human Resources. In
28

1 December 2022, Handelman trained the new HR manager for about six months. At all
2 relevant times, Handelman had discretionary authority for Defendant Redwood Empire
3 Food Bank and was a managing agent.
4

5 EXHAUSTION OF ADMINISTRATIVE REMEDIES

6 10. Plaintiff filed charges of discrimination with the California Civil Rights
7 Department (formerly the Department of Fair Employment and Housing). Plaintiff
8 requested and received a Right to Sue Notice, filed February 7, 2024 (attached as Exh. C).
9

10 FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION

11 11. **Plaintiff's Hire & Pay Increases:** On or around November 19, 2018,
12 Defendant REFB's CEO, David Goodman, hired Plaintiff for the position of Director of
13 Development with a starting salary of \$95,000 per year, plus benefits. On or around July
14 29, 2019, Plaintiff received a \$15,000 pay raise, making \$110,000 per year. On or around
15 February 1, 2020, Plaintiff received a \$10,000 raise, making \$120,000 per year. On or around
16 November 10, 2021, Plaintiff received a \$18,000 raise, earning \$138,000 per year. On or
17 around July 11, 2022, Plaintiff received a \$13,437 raise, earning \$151,437 per year. This raise
18 was retroactive to November 2021. On or around August 2022, Plaintiff received a \$15,144
19 raise, earning \$166,581 per year. CEO Goodman was late on Plaintiff's review, which is why
20 CEO Goodman informed Plaintiff her raise was so close to the prior one. On or around
21 August 2023, Plaintiff received a \$25,419.00 raise, earning \$192,000.00 per year.
22
23

24 12. As the Director of Development, Plaintiff was responsible for managing nine
25 (9) high performing employees. During her 5 years at Defendant REFB, the donor database
26 doubled, and its annual revenue almost doubled from \$8 million, to over \$15 million per
27 year under her leadership. Plaintiff loved her job tremendously.
28

1 13. Throughout Plaintiff's employment, Plaintiff was subjected to unwanted sexual
2 harassment by CEO Goodman, as well as unlawful retaliation by Goodman and other
3 managing agents of Defendant who blamed Plaintiff for not keeping CEO Goodman at bay.
4

5 Some, but not all, of CEO Goodman's harassing conduct and retaliation include:

6 14. In or around January 2019, Paula Handelman told Plaintiff that David
7 Goodman becomes easily enamored of people and it usually doesn't last very long, and
8 when he's done, they will have a target on their back.
9

10 15. In or around May 2019, a female direct report of Plaintiff's quit and filed a
11 charge of sex harassment/hostile work environment against CEO Goodman and Defendant
12 REFB after CEO Goodman sent the employee an inappropriate video clip.
13

14 16. In or around July 2019, Handelman again warned Plaintiff in regard to CEO
15 Goodman's behavior toward Plaintiff, to remember that when CEO Goodman becomes
16 enamored with someone, as Handelman was indicating CEO Goodman was toward
17 Plaintiff, it doesn't end well because when he is done, they will have a target on their back.
18

19 17. In December 2022, just before the new Human Resources manager, Patty
20 Striniste started, Handelman told Defendant's Directors that she was very concerned about
21 getting a new Human Resources Director because of Goodman's historical and current
22 inappropriate behavior. Handelman said the way Goodman behaves is going to get
23 Defendant into trouble. Handelman specifically mentioned the way Goodman is around
24 Plaintiff, as well as him telling two of Plaintiff's direct reports about his prostate surgery in
25 great detail. Handelman told the other Directors that she felt obligated to share her
26 concerns with Goodman, and that she would tell him that he needed to tone it down when
27 the new HR Manager started. After, Handelman told Plaintiff and the other Directors that
28

1 she spoke to Goodman about his inappropriate behavior, saying, “Who knows if he will
2 listen, but I did my part.”

3
4 18. On several occasions over the years Plaintiff worked at Defendant REFB,
5 CEO Goodman would share intimate details about his marriage and tell Plaintiff that he was
6 in a sexless marriage. CEO Goodman told Plaintiff, “Please tell me you are still experiencing
7 intimacy with Chris.” Plaintiff said that she and Chris were doing great and very much in
8 love. CEO Goodman told Plaintiff that their sex life would change after they were together
9 longer. CEO Goodman would act irritated when Plaintiff, in response to CEO Goodman’s
10 comments, would say she loved her boyfriend/later fiancé, Chris. Goodman would tell
11 Plaintiff to give it time, Chris and Plaintiff’s passion would fade.

12
13 19. Throughout Plaintiff employment, CEO Goodman would tell Plaintiff about
14 his romantic partners outside of his marriage.

15
16 20. CEO Goodman would spend hours in Plaintiff’s office, for non-work
17 purposes and often close the door. Plaintiff would tell CEO Goodman that she needed to
18 make Defendant money and work, she would tell CEO Goodman that she needed to use
19 the restroom, and come up with reasons for her leaving her office to indicate to CEO
20 Goodman that he should exit her office. CEO Goodman would say in response that he
21 would go to the restroom with Plaintiff. When Plaintiff returned from using the restroom,
22 CEO Goodman would still be in Plaintiff’s office. CEO Goodman would tell Plaintiff to
23 just make donor calls while he was there. CEO Goodman would often stare at Plaintiff
24 while she made calls. Plaintiff told CEO Goodman that it made others uncomfortable that
25 he would be in her office for so long. CEO Goodman said, “That’s bullshit, who told you
26 that, Paula?” Goodman said that it did not matter what others thought and that they could
27
28

1 “fuck off.”

2 21. CEO Goodman told Plaintiff a few times that he was diagnosed with MS
3 (multiple sclerosis) after he married his wife, and that when he enters into new relationships,
4 he the first thing he tells the person is that he has MS.
5

6 22. CEO Goodman told Plaintiff several times that they would be great in a
7 relationship and that Plaintiff “would be a fantastic partner.” He also told Plaintiff that
8 Defendant’s Director of Program’s, Allison Goodwin, would be “a great partner.” CEO
9 Goodman also told Plaintiff that he “would even consider being in a relationship with
10 (REFB colleague Neighborhood Hunger Network Manager) Jessica Hernandez because she
11 was so sweet and quiet but also very smart and beautiful.” Plaintiff tried to change the
12 subject.
13

14 23. CEO Goodman would often text or email Plaintiff late at night and early on
15 the weekends texting hi or asking how her weekend was going or to tell Plaintiff how great
16 she was.
17

18 24. CEO Goodman told Plaintiff that he paid for her phone and that she was a
19 Director so needed to be available at all times to him. Plaintiff asked her colleagues if he
20 was also texting them and they said no.
21

22 25. Plaintiff had a standing Monday morning meeting with CEO Goodman. He
23 would ask Plaintiff how her weekend was and what she did. CEO Goodman started
24 grimacing and say that sounds boring and asked if her boyfriend Chris ever did anything
25 special for her. He told Plaintiff that she was special and that her boyfriend should be doing
26 special things for her. After a few years, Plaintiff told Goodman she no longer wanted to
27 discuss her weekends with him because it made her uncomfortable and that she loved her
28

1 boyfriend very much. Goodman cut Plaintiff off and said her boyfriend should do special
2 things for her.

3
4 26. Throughout Plaintiff's employment, Handelman told Plaintiff that Plaintiff
5 needed to get boundaries with Goodman and that Goodman could get more donor calls and
6 work done if he was not spending so much time with Plaintiff. Plaintiff said he is her boss
7 and she cannot tell him to leave her office.

8
9 27. In or around early 2020, CEO Goodman came into Plaintiff's office and said
10 said he thinks it would be in his best interests if Plaintiff deleted text messages from him and
11 they could "start fresh." CEO Goodman said he would also delete her texts to him, if
12 Plaintiff deleted his texts to her. Plaintiff said, "I'm not worried about my texts to you, but
13 I can see you being worried about your texts to me." In response, Goodman said, "I'm
14 being serious, Lisa. Delete my text messages now." Thereafter, Goodman told Plaintiff a
15 few times to give him her phone so he could check her text messages.

16
17 28. Starting in or around early 2020, CEO Goodman would ask Plaintiff to go to
18 lunch with him almost everyday. CEO Goodman never let Plaintiff pay for lunch when she
19 went to lunch with him. CEO Goodman told Plaintiff to eat healthy and not put junk food
20 in her body. When Plaintiff would mention inviting others to join them for lunch,
21 Goodman would tell Plaintiff to not invite others and that he wanted to have lunch with her
22 alone.

23
24 29. When Plaintiff said no to going out to lunch with CEO Goodman, he would
25 get upset and ask who her lunch plans were with and what she was doing. Sometimes
26 Plaintiff would make up false lunch plans so she has an excuse to not have lunch with CEO
27 Goodman. In retaliation, Goodman would be very short with Plaintiff in conversation and
28

1 act upset at her.

2 30. On or around September 20, 2020, CEO Goodman texted Plaintiff that she
3 should boot her son out of her new house for a couple of nights so that she and her
4 boyfriend “could experience [their new] home together...and alone.”

5 31. In or around late 2020, CEO Goodman told Plaintiff that he was on a call
6 with Debbie Espinoza and the other Board Members with CAFB (California Association
7 of Food Banks) and he asked Ms. Espinoza during the conference call if she was in a
8 relationship with a third party male food contractor whom CEO Goodman thought she
9 was supportive of. Goodman told Plaintiff that Espinoza said, “No” in response to his
10 question. Goodman told Plaintiff that he then said, “Oh right, that is what Bill Clinton
11 said about Monica Lewinsky.” He also told Plaintiff that Ms. Espinoza complained to
12 the CAFB Board. Goodman told Plaintiff he was innocent and said that it was just two
13 adults having a conversation. In the months after, CEO Goodman told Plaintiff that
14 they were thinking of removing him from the CAFB Board and that Espinoza wanted
15 him removed because she did not feel comfortable around him. CEO Goodman told
16 Plaintiff the CAFB Board formed a special committee to investigate Espinoza’s claims.

17 32. In around late 2020/early 2021, Plaintiff and CEO Goodman were driving
18 together to lunch. Plaintiff told him she had something to tell him. CEO Goodman
19 asked her, “Were you going to say you love me?” Plaintiff said no. CEO Goodman said,
20 “Because I love you.” Goodman said he loved Plaintiff very seriously, but Plaintiff
21 laughed in response, as she did not want to continue the discussion and wanted
22 Goodman to think she took his comment as a joke;

23 33. In or around 2021, Handelman, who was Defendant’s Human Resources
24 person (as well as Director of Finance), told Plaintiff that she should be trying harder
25 to stop Goodman from always being in Plaintiff’s office and in her company. Plaintiff
26 told Handelman that he is her direct boss and that it was not that easy, and she was
27 managing him the best she could. Handelman told Plaintiff that she would not want to
28

1 trade places with her.

2 34. In or around late March or early April 2021, CEO Goodman told Plaintiff
3 he was removed from the CAFB Board and that he could not reapply. Goodman told
4 Plaintiff that he told Board Chair, Gayle Guynup, of the disciplinary action CAFB took
5 against CEO Goodman, and that he asked Guynup not to tell the REFB Board.
6 Goodman told Plaintiff that Guynup told him that she had to tell the rest of the REFB
7 Board.

8
9 35. In or around 2021, CEO Goodman came into Plaintiff's office and told her
10 that he obtained a concealed carry weapon permit but that Plaintiff could not tell
11 anyone, and that it would be their secret, and that she was not to tell her boyfriend,
12 Chris. Plaintiff told CEO Goodman that she did not keep secrets from Chris. CEO
13 Goodman told Plaintiff that every relationship has secrets and she was not to tell her
14 boyfriend about his concealed weapon at work.

15 36. About a week later, Goodman tapped his concealed gun that he carried in
16 the front of his pants. He told Plaintiff, "Don't worry, it's just my gun, but I am happy
17 to see you." CEO Goodman brought the gun to work for about 6 months and showed
18 it to Plaintiff about two times before November 2023. Goodman at some point told
19 Plaintiff that he was looking for a new holster because it was chaffing him "down
20 there." He told Plaintiff that he asked Board Chair Guynup, if he could bring the gun
21 to work and she said no. CEO Goodman stopped bringing the gun to work for a time
22 but resumed bringing it to work around November 2023;

23 37. In or around May 2021, CEO Goodman and Plaintiff were driving to lunch
24 together in Plaintiff's car. Plaintiff said that she was having a great day and that nothing
25 could bring her down. CEO Goodman asked if he could take a swipe, Plaintiff
26 uncomfortably said, Ok. CEO Goodman said, "What if I told you I have been fucking
27 [Plaintiff's son] for the past year?" Plaintiff was shocked and was speechless and felt
28

1 paralyzed. Plaintiff felt horrible for not telling CEO Goodman off for saying such an
2 inappropriate, offensive comment about her son;

3 38. In around June 2021, Handelman told Plaintiff that she and CEO
4 Goodman were going to lunch too often and that it was hurting the organization by
5 Goodman being around Plaintiff so much. Handelman also told Plaintiff that she spoke
6 with Goodman regarding this and he said he was unwilling to change his behavior.
7 Plaintiff told Handelman that she felt stuck and agreed they spent too much time
8 together but she was afraid to say anything to Goodman. Handelman said she
9 understood but that Plaintiff should have more boundaries with Goodman. Handelman
10 said she would talk to Goodman again.

11 39. In response to Handelman talking to Plaintiff, Plaintiff told Goodman what
12 Handelman said, and that she could not go out to lunch with him as they had been and
13 that he could not spend so much time in her office. CEO Goodman told Plaintiff that
14 Handelman could “fuck off.”

15 40. In further retaliation, CEO Goodman told Plaintiff that if she was not
16 going to spend time with him at work, then Plaintiff would need to write a daily report
17 about what Plaintiff was working on. Alternatively, Plaintiff would need to have daily
18 meetings with CEO Goodman, to keep him updated on her work and her team’s
19 progress. Plaintiff told CEO Goodman that his requests were retaliatory. He told
20 Plaintiff that he did not care what she thought.

21 41. In or around December 2022, CEO Goodman told Plaintiff he had a visit
22 from a donor, and she asked him if he wanted to have sex with her. He said he “thought
23 about fucking her in his trailer that was on the back of his truck” but he decided it
24 would not be a good idea to become intimate with a donor.

25 42. In or around January 2023, Goodman told Plaintiff that when he makes
26 love to a woman, he wants to know all about her body and that a woman’s body is like
27 an instrument and that he wants to learn how to play it perfectly.
28

1 43. On August 2, 2023, CEO Goodman texted Plaintiff that she was doing
2 great work with a great attitude. Plaintiff texted she loved her job.

3 44. On Sunday, August 20, 2023, CEO Goodman texted Plaintiff, “Are you
4 home?” at 8:32 p.m., and again texted, “Are you home?” at 10:00 p.m.

5 45. On September 25, 2023, at 8:30 p.m., Goodman texted Plaintiff, “Hi. Just
6 thinking about you. You are more terrific as time passes.”

7 46. In October 2023, CEO Goodman came back from a conference and
8 entered Plaintiff’s office. He told her he had been at a conference where Ms. Espinoza
9 had also been in attendance (Espinoza made a complaint about Goodman in 2020
10 referenced above) and learned she had breast cancer. He told Plaintiff that he hoped she
11 dies a slow death.

12 47. In October 2023, CEO Goodman told Plaintiff to get a “pixie haircut”
13 because “it would look cute and pixie haircuts were sexy.” CEO Goodman told Plaintiff
14 that she had “horsey girl hair” and that having a real hairstyle was much better for
15 Plaintiff’s face. When Plaintiff said she would not get a short haircut, he said, “Will you
16 consider getting a pixie hair cut, for me?”

17 48. In or around October 2023, CEO Goodman told Plaintiff that before she
18 was working at Defendant REFB, he would look out his window and not see any
19 attractive people and now, he looks out his window and sees several attractive people;

20 49. In or around October/November 2023, CEO Goodman came into
21 Plaintiff’s office and pulled up his shirt to show Plaintiff his gun he was carrying. He
22 told Plaintiff if anything ever “went down” to hide behind him and he would protect
23 her. Plaintiff asked if Board Member Guynup, knew he was again bringing his gun to
24 The Defendant REFB, and CEO Goodman said that Guynup did not know and did not
25 need to know and that he had a right to protect himself and his loved ones (Plaintiff
26 viewed his “loved ones” as directed toward her).

27
28 50. In December 2023, Plaintiff had the flu and called CEO Goodman to say

1 she could not work. She told CEO Goodman that her fiancé, Chris, also had the flu and
2 was sick. CEO Goodman told Plaintiff that “You and Chris need to stop swapping
3 bodily fluids”.

4 51. On December 14, 2023, Goodman texted Plaintiff that she was “quite the
5 catch”.

6 52. On December 26, 2023, Goodman texted Plaintiff that she needed to re-
7 shoot her photo and bare a little shoulder. He texted that she was so girl next door and
8 that she needed to be more steamy.

9 53. On January 1, 2024, at 5:15 p.m., CEO Goodman texted Plaintiff, “Hi.”
10 Plaintiff did not want to return the text, but knew he would be upset at her if she did
11 not. Plaintiff replied, “Hello” at 6:37 p.m.

12 54. On January 2, 2024, CEO Goodman went into Plaintiff’s office and told
13 Plaintiff he had a New Year’s resolution he felt good about. He said from now on when
14 he texts someone and they don’t text him back, he is going to put them in the scrapyard
15 like the garbage they are. He said the only relationships that mattered to him were the
16 ones that reciprocated his communication efforts.

17 55. On January 5, 2024, Plaintiff told Handelman that her job was hard enough
18 with CEO Goodman bothering Plaintiff all of the time (as Plaintiff had done many
19 times before, including when Handelman was in charge of Human Resources).
20 Handelman blamed Plaintiff, telling her that maybe if Plaintiff did not have her position,
21 CEO Goodman could get more work done. Plaintiff asked how this was her fault, and
22 said that she could get more work done if Goodman was not bugging her all of the time.
23 Handelman said she realized that, but if someone else had her job, maybe that person
24 could make CEO Goodman do the work he was supposed to be doing. Plaintiff
25 responded that it was not her responsibility to make sure CEO Goodman does his work.
26 Plaintiff responded that she thought she was doing an excellent job of juggling
27 Goodman and her huge workload. Handelman said she agreed with Plaintiff and
28 thought Plaintiff needed a bigger team.

1 56. On January 9, 2024, CEO Goodman at a Leadership meeting told (with all
2 of the 5 female Directors) “Do not expect me to keep things you tell me confidential.
3 I have a job to do.”

4 57. On January 9, 2024, CEO Goodman was in Plaintiff’s office for about two
5 hours, discussing non-work matters. Plaintiff told Goodman she had work to do. He
6 said he would just sit and watch her work. He then asked her to make him laugh.
7 Plaintiff said she had no new material to make him laugh. He stayed in Plaintiff’s office
8 until everyone left the office and then said ok I guess we can go home now.

9 58. On January 10, 2024, Handelman emailed Plaintiff that she was going to
10 talk to CEO Goodman.

11 59. On January 11, 2024, at 1:08 p.m., Goodman sent Plaintiff a text message
12 asking if she could talk. Plaintiff texted she could later and as she was on a call. At
13 about 2:00 p.m., he came to her office and asked if she was ready and Plaintiff went to
14 his office. He asked her if she knew Handelman was considering resigning because of
15 Plaintiff. Plaintiff said no and asked why she would resign because of her. Goodman
16 told Plaintiff to talk to Handelman in the morning, and Plaintiff said she would.
17 Goodman also told Plaintiff that Plaintiff needed to think if she wanted to be at
18 Defendant REFB. Plaintiff said she did not need to think about it, that she loved her job
19 and wanted to be there. Plaintiff asked what was going on.

20 60. Goodman told Plaintiff that he heard from Patty (HR) that were are
21 grumblings about Plaintiff and Goodman being too close and it was causing harm to the
22 organization. Plaintiff said, “This isn’t the first time HR shared concerns about how
23 much time you spend in my office.” Goodman was agitated in response and stood up.
24 Goodman continued, “This is so mind-blowing because you are perfectly perfect to me.
25 I have absolutely no issues with your work and think you are excellent for the Food
26 Bank.”

27 61. Goodman continued by saying he was so embarrassed he let this happen,
28 it was his job to protect the organization. Goodman told Plaintiff “when you go home

1 tonight and get in your bed, think about what needs to be done.” Plaintiff asked what
2 he wanted to happen and if he wanted her to step down. Goodman said he did not, but
3 he did not see a way out of this. Plaintiff was teary saying she would do whatever she
4 could to fix things. Plaintiff, however, did not know what she could do because it was
5 his harassing behavior toward Plaintiff that was the problem.

6 62. On January 12, 2024, Plaintiff talked to Handelman in Handelman’s office.
7 Plaintiff said she heard that Handelman was considering resigning because of Plaintiff
8 and she wanted to talk about that. Handelman said no, she was not considering
9 resigning because of Plaintiff. She said she had been unhappy for the past year and was
10 considering resigning because of CEO Goodman. Handelman said she could not trust
11 Goodman and that he confirmed that she could not trust him when he told the
12 Directors during the Tuesday meeting that the Directors should not expect him to keep
13 what they tell him confidential. She said she felt disrespected by Goodman because he
14 did not appreciate the time it took for her to handle the HR role and said because
15 Goodman was so close to Plaintiff, she knew he was not keeping things confidential.

16 63. On January 12, 2024, at around 11:00 a.m., CEO Goodman went to
17 Plaintiff’s office and asked her to come to his office and she did. CEO Goodman said,
18 “People are afraid to come to me because of you.” Plaintiff told Goodman that she
19 talked with Handelman that morning and she told Plaintiff she did not threaten to resign
20 because of Plaintiff (like Goodman told her yesterday). Goodman said, “That is bullshit
21 Lisa. Do you think Paula would actually tell you she was going to resign because of
22 you?”

23 64. Plaintiff said, “Yes she has never held back with me before so why would
24 she start now?” Plaintiff told Goodman that Handelman has major issues with
25 Goodman’s relationship with Plaintiff, and that Handelman says it continues to have a
26 negative impact on the organization. Goodman was very upset, and said, “Lisa, as much
27 as I hate to do this, I do not see any other way out.”
28

1 65. Plaintiff said, "I have no idea what you are talking about, and I don't know
2 what to say or think but I know we can work it out." Goodman looked down at the
3 floor and said, "At this point I do not have tools in my tool bag to fix it other than the
4 termination tool, and I am afraid I have to use it now." Goodman said, "Lisa, Patty (HR)
5 told me that our relationship is harmful to the organization and that because we are so
6 close people are afraid to come to me for anything.

7 66. Plaintiff said, "Well this isn't the first time HR has told you that your
8 relationship with me isn't good for the organization. Goodman said, "Lisa, if you truly
9 care about the Redwood Empire Food Bank you should consider resigning." Plaintiff
10 said, "No way, David, I love my job and my team." He looked down at his pretend tool
11 bag and said, "I wish I had more tools in my bag to fix this, but again, the only tool I see
12 is the termination tool."

13 67. Plaintiff said, "David, we can fix this, whatever it is we can fix." Goodman
14 said, "Lisa, it is my job to protect the organization and I am not doing my job right by
15 protecting you." Plaintiff said, "David, what are you talking about?" Goodman said,
16 "You have done an incredible job, and this is not performance based at all but your time
17 at the Redwood Empire Food Bank is over." Plaintiff said, "David are you firing me?"
18 Goodman said he did not want to, but he had no other choice. Goodman said, "What
19 is it going to take to keep you quiet? How much is it going to take for you to not blow
20 me up?"

21 68. Goodman continued, "I can say you resigned if that is better for you and
22 your future." Plaintiff said, "I did not resign so please don't say that." Goodman said,
23 "Well what is it going take to keep you quiet." Plaintiff told Goodman, "You didn't hire
24 me because I was quiet." Goodman said again he did not have anymore tools in his
25 toolbelt. Plaintiff said, "You're no longer paying me to talk to you. I think you're creepy
26 and weird and have been harassed by you long enough." Goodman said, "I think it is
27 time for you to go home, Lisa." Plaintiff left and told a colleague that Goodman had
28

1 just terminated her. Plaintiff then sent a message to her team saying she was no longer
2 with Defendant Redwood Empire Food Bank. Plaintiff then called Defendant REFB's
3 Board Chair, Andy Bannister, and left a voice mail saying that Goodman just terminated
4 her out of the blue and that HR was not even in the room.

5 69. Plaintiff is informed and believes and alleges that Defendants and their
6 employees and agents were at all relevant times aware of the conduct of the other as
7 herein described and approved and ratified that conduct.

8 **DAMAGES**

9 70. **Non-Economic Damages.** As a direct and legal result of the conduct of
10 Defendants, and each of them, as set forth above, Plaintiff suffered damage to her
11 reputation, pain and suffering, humiliation, embarrassment, emotional distress, all in an
12 amount to be proven at trial.

13 71. **Exemplary and Punitive Damages.** Defendants, by their conduct as set
14 forth above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust
15 hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of
16 her rights. Defendants maliciously, fraudulently, and oppressively discharged Plaintiff
17 and discriminated, harassed and retaliating against her under the circumstances
18 described here. Defendants' conduct was carried out by its managing agents. Plaintiff
19 is therefore entitled to punitive damages in an amount to be proven at trial. Defendants'
20 conduct in harassing, discriminating and retaliating against Plaintiff, and in terminating
21 her employment on account of CEO Goodman's harassment and Plaintiff's opposition
22 to discrimination and harassment and retaliation, was willful and oppressive and done
23 in conscious disregard of her rights.

24 72. **Attorney Fees and Costs:** As a result of the foregoing, Plaintiff was forced
25 to hire an attorney to prosecute this action and has and will incur substantial attorney
26 fees and costs.

1 **FIRST CAUSE OF ACTION**

2 Sex Harassment - Govt. Code § 12940(j)

3 (Against All Defendants and Does 1 through 5)

4 73. Plaintiff incorporates by reference as though fully set forth herein, each and
5 every allegation set forth above in this Complaint. As a separate and distinct claim for
6 relief, Plaintiff alleges as follows:

7 74. Govt. Code § 12940(j) prohibits an employer or person from harassing an
8 employee on the basis of sex. Govt. Code § 12940(j) also requires an employer who
9 knows or should have known of this harassment to take immediate and appropriate
10 corrective action to stop such harassment.

11 75. The harassment that was directed toward Plaintiff was severe and/or
12 pervasive and continuing, which altered the conditions of Plaintiff's employment and
13 created an abusive and hostile working environment.

14 76. The harassment toward Plaintiff would have interfered with a reasonable
15 employee's work performance and would have seriously affected the psychological well-
16 being of a reasonable employee. Plaintiff was actually and severely offended by
17 managing agent CEO Goodman's harassment toward her. In doing the acts and
18 omissions set forth above, among others, Defendants, and each of them, violated Govt.
19 Code § 12940(j)(1) prohibitions against workplace harassment of employees based on
20 their sex.

21 **SECOND CAUSE OF ACTION**

22 Sex Discrimination, Govt. Code § 12940(a)

23 (Against All Defendants and Does 1 through 5)

24 77. Plaintiff incorporates by reference as though fully set forth herein, each and
25 every allegation set forth above in this Complaint. As a separate and distinct claim for
26 relief, Plaintiff alleges as follows:

27 78. Govt. Code § 12940(a) prohibits an employer or person from
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1 discriminating against an employee in the terms, conditions or privileges of employment
2 on account of that person's sex. Defendants' conduct toward Plaintiff, as described
3 above, among others, constituted discrimination on the basis of sex.

4 79. In doing the acts and omissions set forth above, among others, Defendants,
5 and each of them, violated Govt. Code § 12940(a) prohibitions against workplace
6 discrimination on employees based on their sex.

7 **THIRD CAUSE OF ACTION**

8 Retaliation - Govt. Code § 12940(h)

9 (Against All Defendants, and Does 1 through 5)

10 80. Plaintiff incorporates by reference as though fully set forth herein, each and
11 every allegation set forth above in this Complaint. As a separate and distinct claim for
12 relief, Plaintiff alleges as follows:

13 81. Govt. Code § 12940(h) prohibits an employer from discharging or otherwise
14 discriminating against any person because the person has opposed any practices
15 forbidden by the FEHA or because the person has filed a complaint, testified or assisted
16 in any proceeding under the FEHA. Plaintiff complained of sexual harassment and also
17 complained of being retaliated against as a result of her complaints of sexual harassment
18 and retaliation. As a result of these protected actions of Plaintiff, Plaintiff was
19 reprimanded, threatened with loss of her employment and fired for retaliatory reasons,
20 all in violation of the public policy of the State of California.

21 82. In doing the acts and omissions set forth above, among others, Defendants,
22 and each of them, violated Govt. Code § 12940(a) prohibitions against workplace
23 discrimination on employees based on their sex.

24 ///

25 ///

1 **FOURTH CAUSE OF ACTION**

2 Failure to Take All Reasonable Steps Necessary to Prevent Harassment,
3 Discrimination, or Retaliation - Govt. Code § 12940(k), CACI 2527

4 (Against All Defendants and Does 1 through 5)

5 83. Plaintiff incorporates by reference as though fully set forth herein, each and
6 every allegation set forth above in this Complaint. As a separate and distinct claim for
7 relief, Plaintiff alleges as follows:

8 84. Pursuant to Govt. Code § 12940(k), it is unlawful for an employer to fail to
9 take all reasonable steps necessary to prevent discrimination and harassment from
10 occurring.

11 85. In doing the acts and omissions set forth above, among others, Defendants,
12 and each of them, violated Govt. Code § 12940(k) and failed to take all reasonable steps
13 necessary to prevent discrimination, harassment, and retaliation, from occurring.
14

15 **FIFTH CAUSE OF ACTION**

16 Wrongful Discharge in Violation of Public Policy

17 (Against Defendant Redwood Empire Food Bank, and Does 1 through 5)

18 86 Plaintiff incorporates by reference as though fully set forth herein, each and
19 every allegation set forth above in this Complaint. As a separate and distinct claim for
20 relief, Plaintiff alleges as follows:

21 87. Plaintiff was terminated for discriminatory and retaliatory reasons without
22 just cause and for dishonest reasons, all in violation of the public policy of the State of
23 California as described above. There is a nexus between these laws and Defendants
24 unlawful termination of Plaintiff, among other reasons cited above.
25

26 88. Plaintiff is informed and believes and, on that basis, alleges that she was
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1 terminated in violation of California Fair Employment & Housing laws, Govt. Code §
2 §12940 *et seq.* These laws articulate the fundamental public policies of the State of
3 California.

4 WHEREFORE, Plaintiff prays for the following relief against Defendants and
5 each of them:

- 6 1. For all damages allowable under Govt. §§ 12940 *et seq.* including attorneys'
7 fees and costs in an amount according to proof;
- 8 2. For general damages including but not limited to emotional distress
9 damages according to proof;
- 10 3. For all special damages according to proof;
- 11 4. For pre-judgement and post-judgement interest at the maximum legal rate
12 on all sums awarded;
- 13 5. For punitive damages pursuant to Civil Code § 3294, *et seq.*;
- 14 6. For a trial by jury;
- 15 7. For such other relief as the Court deems just and proper.

16 Dated: February 23, 2024

17 *Candice Clipner*
18 By: _____
19 Candice Clipner
20 Attorney for Plaintiff,
21 LISA CANNON
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EXHIBIT A



California Secretary of State Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information

Entity Name: REDWOOD EMPIRE FOOD BANK

Entity (File) Number: C1577158
File Date: 09/08/2020
Entity Type: Corporation
Jurisdiction: CALIFORNIA
Document ID: GJ30993

Detailed Filing Information

1. Entity Name: REDWOOD EMPIRE FOOD BANK

2. Business Addresses:
 - a. Street Address of Principal Office in California: 3990 Brickway Blvd
Santa Rosa, California 95403
United States of America

 - b. Mailing Address: 3990 Brickway Blvd
Santa Rosa, California 95403
United States of America

3. Officers:
 - a. Chief Executive Officer: Gayle Guynup
PO Box 2308
Santa Rosa, California 95405
United States of America

 - b. Secretary: Viviann Stapp
421 Aviation Blvd.
Santa Rosa, California 95403
United States of America

Document ID: GJ30993



California Secretary of State Electronic Filing

Officers (Cont'd):

- c. Chief Financial Officer: Bruce Kelm
4712 Stonehedge Drive
Santa Rosa, California 95405
United States of America
4. Agent for Service of Process: David Goodman
3990 Brickway Blvd
Santa Rosa, California 95403
United States of America

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Paula Handelman

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GJ30993

EXHIBIT B



**California Secretary of State
Electronic Filing**

FILED

Secretary of State
State of California

Corporation - Statement of Information

Entity Name: REDWOOD EMPIRE FOOD BANK

Entity (File) Number: C1577158
File Date: 01/26/2022
Entity Type: Corporation
Jurisdiction: CALIFORNIA
Document ID: H150091

Detailed Filing Information

1. Entity Name: REDWOOD EMPIRE FOOD BANK

2. Business Addresses:
 - a. Street Address of Principal Office in California: 3990 Brickway Blvd.
Santa Rosa, California 95403
United States of America

 - b. Mailing Address: 3990 Brickway Blvd.
Santa Rosa, California 95403
United States of America

3. Officers:
 - a. Chief Executive Officer: David J Goodman
3990 Brickway Blvd.
Santa Rosa, California 95403
United States of America

 - b. Secretary: Courtney Foley
3990 Brickway Blvd.
Santa Rosa, California 95403
United States of America

Document ID: H150091



California Secretary of State Electronic Filing

Officers (Cont'd):

- c. Chief Financial Officer: Katy Long
3990 Brickway Blvd.
Santa Rosa, California 95403
United States of America
4. Agent for Service of Process: David J Goodman
3990 Brickway Blvd
Santa Rosa, California 95403
United States of America

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Paula Handelman

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: H150091

EXHIBIT C



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 7, 2024

Lisa Cannon



RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202402-23539907
Right to Sue: Cannon / Redwood Empire Food Bank et al.

Dear Lisa Cannon:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective February 7, 2024 because an immediate Right to Sue notice was requested.

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

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

Sincerely,

Civil Rights Department

1 **Additional Complaint Details:**

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1 VERIFICATION

2 I, **Candice Clipner**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On February 7, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Santa Rosa, CA