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ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
7/28/2023 10:38 PM
By: Taylor Curtis, Deputy Clerk

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SONOMA

SHAUNA DYER,

CASE NO. **SCV-273823**

COMPLAINT FOR DAMAGES

v.

NEW AMERICAN FUNDING, LLC; and DOES
1 to 5, inclusive,

Defendants.

1. Disability Discrimination (Govt. Code § 12940(a));
2. Failure to Accommodate (Govt. Code § 12940(m)(1));
3. Retaliation (Govt. Code § 12940(m));
4. CFRA Rights Retaliation (Govt. Code § 12945.2);
5. Retaliation for Opposing Practices Forbidden (Govt. Code § 12940(h));
6. Wrongful Termination in Violation of Public Policy

Plaintiff, Shauna Dyer, alleges:

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PARTIES

1. **Plaintiff.** Plaintiff Shauna Dyer (“Plaintiff”) is a California resident who resides in Mendocino County, California. Plaintiff is a former employee of New American Funding in Santa Rosa, CA.

2. **Defendant New American Funding, LLC** was previously *dba* Broker Solutions, Inc., who was *dba* New American Funding. Broker Solutions, Inc., was a California corporation and Plaintiff’s employer from in or around October 2020, until Plaintiff’s wrongful termination on or about September 1, 2022. In or around March 13, 2023, Broker Solutions, Inc., converted to Defendant New American Funding, LLC. On or around March 2, 2023, Defendant New American Funding, LLC, a Delaware Corporation, was formed. Defendant has a principal address of 14511 Myford Rd., Suite 100. Tustin, CA 92780. Plaintiff’s former employer is hereinafter referred to as “Defendant.” At all relevant times, Defendants, and each of them, were “employers” within the meaning of the California Fair Employment & Housing Act and managing agents of Defendant New American Funding who exercised substantial independent authority and judgment in their corporate decision making so that their decisions ultimately affected corporate policies. At all times, Defendant had more than 50 employees.

3. **Respondent Superior/Vicarious/Joint Liability Allegations.** Plaintiff is informed and believes and alleges that at all times mentioned herein, each of the Defendants were the agents and/or employees of the other and that Defendants are responsible for the unlawful acts committed by its agents and employees and are each jointly and severally liable.

4. **Agency Allegations.** Plaintiff is informed and believes and alleges that each of the Defendants was the agent and/or employee of his, or his co-defendant, and each of them was acting in the scope of such Defendant’s authority as such agent and/or employee and with permission and

consent of said co-Defendants. Plaintiff is informed and believes and alleges that at all relevant times, Defendant's employees were managing agents who exercised substantial independent authority and judgment in their corporate decision making so that their decisions ultimately determined Defendants' corporate policies. Plaintiff is informed and believes and alleges that Defendants and their employees and each of them were at all relevant times aware of the conduct of each of the Defendants and their agents and employees, and each of the other Defendants and approved and ratified that conduct.

5. **Doe Allegations.** Plaintiff is ignorant of the true names and capacities Defendants sued as “Does 1 through 5 inclusive” and therefore sues these Defendants by fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.

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

VENUE

7. Venue is appropriate in Sonoma County, California, because Plaintiff was assigned to a Santa Rosa, CA, branch of New American Funding, with manager, Scott Sheldon.

PREREQUISITES TO THE CIVIL ACTION HAVE BEEN MET

8. Plaintiff timely filed a charge of discrimination with the California Civil Rights Department and issued a Right to Sue Notice, which is attached as **Exhibit A**.

FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION

9. On October 6, 2020, Plaintiff was offered, and accepted, a full time Loan Officer Assistant position from Broker Solutions, Inc. dba New American Funding, reporting to Scott Sheldon, with a proposed start date of October 19, 2020, at \$25 per hour plus bonuses, benefits.

1 10. In 2021, Plaintiff's W-2 provides that she earned over \$118,000.

2 11. On February 8, 2022, Plaintiff was diagnosed with breast cancer. Plaintiff informed
3 Defendant NAF, and started leave on February 10, 2022.

4 12. On March 4, 2022, Christie Tews with Defendants' "Leave Solutions" informed
5 Plaintiff she was approved for 12 weeks of continuous leave pursuant to FMLA and CFRA. "As
6 is our normal practice, any time beyond your leave entitlements becomes an accommodation and
7 needs to be reviewed by Human Resources. I'll be working with Human Resources to see if they
8 can approve the additional time beyond the initial 12 weeks now; or if they would like to evaluate
9 your leave needs closer to the exhaustion of this initial approval. As I hear from them, I will
10 certainly let you know."

11 13. On March 9, 2022, Plaintiff had surgery due to Plaintiff's diagnosis of breast cancer.
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13 14. On June 20, 2022, Plaintiff emailed Christie with Leave Solutions and Emily in HR
14 that her doctor could keep her off work until the end of the year and that she was still in recovery
15 from breast cancer and will begin radiation in July.
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17 15. On July 13, 2022, Plaintiff provided to Defendants via Christie with Leave
18 Solutions, a Fitness for Duty Form dated July 12, 2022, from her surgeon, Dr. Persky, which
19 provided that Plaintiff was unable to return to work until November 9, 2022, due to lack of
20 concentration due to chemotherapy, fatigue. In an email, Plaintiff told Christie that she was
21 experiencing lots of fatigue and lack of concentration "(chemo brain)" and that her radiation had
22 not started yet but was expected to start at the end of July and run through August. Plaintiff wrote
23 that her side effects of the radiation are unknown at this time and her doctor feels she will need a
24 couple of months off after radiation.
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1 16. On July 15, 2022, Plaintiff emailed Christie with Leave Solutions that Plaintiff's
2 radiation has been pushed out to August because she had been sick the last couple of days.

3 17. On July 26, 2022, Plaintiff emailed Defendant NAF via Christie with Leave
4 Solutions, 3 pages of paperwork signed by Dr. Joseph, Plaintiff's radiation oncologist, which
5 provided that Plaintiff would not be able to return to work until November 7, 2022, to allow
6 healing time.
7

8 18. On July 26, 2022, Plaintiff was notified by Christie Tews, "Since you have
9 exhausted your job protected leave entitlements under FMLA and California CFRA; any
10 additional time away from work must be reviewed and ultimately approved by NAF Human
11 Resources as an accommodation under ADA. I have emailed NAF HR regarding the extension of
12 your leave of absence accommodation through 11/07/2022. Once I hear back from them I will let
13 you know."
14

15 19. On July 28, 2022, Christie with Leave Solutions emailed Plaintiff an "attached
16 decision related to [Plaintiff's] leave of absence. New American Funding Human Resources can
17 only accommodate the additional time through 08/24/22, which has [Plaintiff] returning to work
18 on 08/25/22." Christie explained because Plaintiff exhausted her FMLA/CFRA, additional time
19 was viewed as an ADA accommodation by HR and Defendant could only accommodate through
20 08/24/22.
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22 20. On July 28, 2022, Plaintiff emailed that that made her very sad and nervous, that
23 she would still be in treatment and that she emailed HR. Plaintiff also emailed that she would like
24 to think her employer would accommodate an employee with cancer. The attached "Designation
25 Notice" (or Decision) provided that Plaintiff's estimated return to work date was 8/25/22 and that
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1 she exhausted CFRA from 2/10/22-5/4/22 and that Plaintiff's Continuous ADA Accommodation
2 Leave was from 5/5/22-8/24/22.

3 21. On July 28, 2022, Plaintiff emailed NAF Benefits that she received an email stating
4 she had to return to work August 25, but she wanted to discuss because Plaintiff would still be
5 having cancer treatments.
6

7 22. On July 28, 2022, Monica Zambrano, PAC Benefits Manager with NAF Benefits,
8 emailed Plaintiff, "Unfortunately we are no longer able to accommodate another extension. We
9 look forward to having you report back to work on Thursday, August 25, 2022. After this
10 extension ends on 8/24/22, you have the option to return to work full duty 8/25/22, return to work
11 with a preapproved accommodation, or you can resign your position and reapply when you are
12 available. You are eligible for rehire, and we encourage you to go on our website to view any
13 openings once you are ready to return."
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15 23. On August 1, 2022, Plaintiff emailed Monica with NAF Benefits,
16 "I know you said that I ran out of FMLA/CFRA leave, but I am still entitled to unpaid time off
17 under the California Fair Employment and Housing Act. The amount of leave I need is not
18 indefinite, my Dr. currently has me out till Nov 7, 2022 but has mentioned keeping me out till
19 Feb 1, 2022, this leave will allow me to return to work. Can you please look into this and let me
20 know. I love my job and of course need to keep my health insurance. I was told by Scott Sheldon
21 (my branch manager) that my job has been filled"
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24 24. On August 2, 2022, Monica emailed that she would get back to Plaintiff.

25 25. On August 2, 2022, Plaintiff emailed NAF Benefits, "I also wanted to give you
26 some insight on my treatment to consider my leave accommodations. I will start radiation
27 tomorrow and will complete it on August 24th, may be extended if my Dr. doesn't feel that 16
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1 treatments did what they were meant to do. I met with my oncologist today and he shared with
2 me that after radiation my fatigue will be worse than it is now, he has also started me on my
3 estrogen blocker.”

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5 26. On August 3, 2022, Plaintiff emailed NAF Benefits that she just left her first
6 radiation appointment and her physician upped her treatments to 20, so her end date will now be
7 08/30/22. Plaintiff wrote that she hoped her employer would reconsider her accommodation and
8 make her return date be November 7.

9
10 27. On August 3, 2022, Monica emailed Plaintiff that the DFEH contains family care
11 and medical leave provisions for California employees known as the California Family Rights
12 Act which allows eligible workers to take up to 12 weeks of unpaid, job-protected leave during a
13 12 month period. Monica also wrote that Plaintiff’s FMLA/CFRA leave exhausted on 5/4/22.

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15 28. On August 3, 2022, Plaintiff wrote that she will still be in treatment when she is
16 supposed to return to work.

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18 29. On August 5, 2022, Monica with NAF Benefits emailed Plaintiff that “We are very
19 sorry to hear of your continued health concerns. You have been on a leave of absence since
20 February 2022 and your protected leave exhausted in May 2022. Since that time NAF has actively
21 engaged in the interactive process with you and continued to extend your leave. We are no longer
22 able to offer an extension. We truly wish you all the best and hope you continue to recover to full
23 health. We very much look forward to your return on August 25th if you are available. If not,
24 please remember you are eligible for rehire and are welcome to reapply at NAF once you are
25 ready to return to work.”

26
27 30. On August 5, 2022, Plaintiff emailed NAFBenefits and Scott Sheldon, that Scott
28 shared with Plaintiff that he hired someone and that when she returned he won’t have room for

1 Plaintiff at his branch and that it saddened Plaintiff that she is expected to return to work during
2 her cancer treatments.

3 31. On August 8, 2022, Monica Zambrano PAC Benefits Manager at
4 NAFBenefits@nafinc.com emailed Plaintiff that her position was still available upon her return
5 to work on August 25, 2022." We very much look forward to your return on August 25, if you
6 are available. If not, please remember you are eligible for rehire and are welcome to reapply at
7 NAF once you are ready to return to work, also we will process your separation and your
8 insurance will end 08/31/22.
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10 32. On August 18, 2022, Christie Tews emailed Plaintiff "we have your upcoming
11 return to work date as: Thursday, 08/25/22." And to contact New American Funding directly at
12 NAFBenefits@nafinc.com if Plaintiff had any questions.
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14 33. On August 22, 2022, Plaintiff emailed Monica with NAF Benefits and Christie that
15 as she had mentioned in previous emails, Plaintiff could not return to work on 8-25 and explained
16 that on July 13 she provided a fitness for duty form and on July 26, Plaintiff emailed ADA
17 paperwork signed by Dr. Jospeh. Plaintiff explained that her radiation treatments are daily until
18 August 30 and that her doctors and Plaintiff think she needs the time starting August 31 for healing.
19 She expects to be back to work in November and was not resigning and needs the additional time
20 off as an accommodation.
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22 34. On August 23, 2022, Monica with NAF Benefits emailed Plaintiff, "We are no
23 longer able to offer an extension. If you need an accommodation in order to return to work on
24 08/25/2022, please reach out to Christie. . . ."
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26 35. On August 24, 2022, Plaintiff emailed, "Hello, I can't return to work on 8-25 due
27 to my radiation treatment."
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36. On September 1, 2022, Monica with NAF Benefits emailed Plaintiff, “As you are aware you have been on a leave of absence since 02/10/2022. Your approved leave exhausted on 05/05/2022 and we subsequently approved an extension from 05/05/2022 to 08/24/2022. . . .As previously explained, at this time we can no longer extend your leave of absence. Your separation package is attached. . . .” Plaintiff’s NOTICE TO EMPLOYEE OF CHANGE IN RELATIONSHIP provides that Plaintiff’s employment changed effective 9/1/22 due to no return from leave of absence.

DAMAGES

37. **Economic Damages.** As a direct and legal result of the conduct of Defendants, and each of them, as set forth above, Plaintiff suffered and will suffer special damages for lost earnings, wages and benefits and other special damages not yet fully known, in an amount to be proven.

38. **Non-Economic Damages.** As a direct and legal result of the conduct of Defendants, and each of them, as set forth above, Plaintiff has suffered general damages including but not limited to pain and suffering, humiliation, embarrassment, emotional distress, all in an amount to be proven.

39. **Exemplary and Punitive Damages.** Defendants, by their conduct as set forth above have engaged in despicable conduct, exposing Plaintiff to cruel and unjust hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of her rights. Defendants occupied a position of trust which gave them power to damage Plaintiff’s ability to earn a livelihood. Defendants abused that position of trust by maliciously, fraudulently, and oppressively discharging Plaintiff and discriminating against her under the circumstances described here.

40. Defendants’ conduct was carried out by its managing agents. Plaintiff is therefore entitled to punitive damages in an amount to be proven. Defendants’ conduct in discriminating and retaliating against Plaintiff, and in terminating her employment on account of her sex, protest of and opposition to harassment discrimination and retaliation and other factors, was willful and oppressive and done in conscious disregard of her rights.

FIRST CAUSE OF ACTION
Disability Discrimination (Actual & Perceived) - Govt. Code § 12940(a)
(Against all Defendants)

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

42. At all times relevant herein, Plaintiff had a medical condition of breast cancer within the meaning of Govt. Code § 12940. It is an unlawful employment practice to discharge an employee from employment or to discriminate against Defendants discriminated against Plaintiff in the terms, conditions and privileges of employment because of Plaintiff's medical condition.

43. In doing the acts and omissions set forth above, Defendants, and each of them, violated Govt. Code § 12940 prohibitions against workplace discrimination on the basis of disability and Plaintiff's medical condition of breast cancer.

44. As a direct and legal result of the conduct of Defendants as set forth above, Plaintiff suffered damages as described above. In addition, Defendants, and each of them are responsible for attorney fees and costs.

SECOND CAUSE OF ACTION
Failure to Accommodate - Govt. Code § 12940(m)(1)
(Against all Defendants)

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

46. Defendants and its agents were aware of Plaintiff's diagnosis of breast cancer, Plaintiff's surgery, chemotherapy and radiation treatments, and need for an accommodation of time off to heal after radiation treatment. Rather than accommodate Plaintiff, Defendants informed Plaintiff she needed to return to work on August 25, 2022, while Plaintiff was still receiving daily radiation treatment and fired her on September 1, 2022.

1 47. At all times herein mentioned, Govt. Code §12940(m) was in full force and effect and
2 was binding upon Defendants, and their agents, which require Defendants and their agents from
3 refraining from discriminating against any employee on the basis of disability and to provide
4 reasonable accommodations.

5 48. As a direct and legal result of the conduct of Defendants as set forth above, Plaintiff
6 suffered damages as described above. In addition, Defendants, and each of them are responsible
7 for attorney fees and costs.

8 **THIRD CAUSE OF ACTION**

9 **Retaliation**

10 **Govt. Code § 12940(m)**

11 **(Against all Defendants)**

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

15 50. Defendants and its agents were aware of Plaintiff's diagnosis of breast cancer,
16 Plaintiff's surgery, chemotherapy and radiation treatments, and need for an accommodation of
17 time off to heal after radiation treatment. Rather than continue to accommodate Plaintiff so that
18 she could heal and return to work, Defendants informed Plaintiff she needed to return to work on
19 August 25, 2022, while Plaintiff was still receiving daily radiation treatment, and fired her on
20 September 1, 2022 for not returning from her medical leave of absence.

21 51. At all times herein mentioned, Govt. Code §12940(m) was in full force and effect
22 and was binding upon Defendants, and their agents, which require Defendants and their agents
23 from retaliating or otherwise discriminating against a person for requesting accommodation
24 regardless of whether the request was granted.

25 52. As a direct and legal result of the conduct of Defendants as set forth above, Plaintiff
26 suffered damage as described above. In addition, Defendants, and each of them are responsible for
27 attorney fees and costs.

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FOURTH CAUSE OF ACTION

CFRA Rights Retaliation (Govt. Code § 12945.2)

(Against All Defendants)

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

54. Defendant retaliated against Plaintiff for requesting and taking medical leave due to her serious health condition; a diagnosis and treatment of breast cancer.

55. At all relevant times, Plaintiff worked for Defendant for over 12 months, had worked at least 1250 hours during the 12-month period immediately preceding the first day of leave and Defendant employed more than 50 employees.

56. Plaintiff requested and took medical leave for her serious health condition, and was subsequently terminated for taking protected CFRA leave.

57. As a result, Plaintiff was harmed, and Defendant's retaliatory conduct was a substantial factor in causing Plaintiff's harm.

58. It was unlawful for Defendant to discharge Plaintiff because of her exercise of the right to medical leave pursuant to Govt. Code § 12945.2.

59. As a direct and legal result of the conduct of Defendants as set forth above, Plaintiff suffered damage as described above. In addition, Defendants, and each of them are responsible for attorney fees and costs.

FIFTH CAUSE OF ACTION

Retaliation for Opposing any Practices Forbidden

Govt. Code § 12940(h)

(Against all Defendants)

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

61. Plaintiff engaged in protected activity by opposing Defendant's failure to accommodate Plaintiff. Defendant retaliated against Plaintiff and discharged Plaintiff. Govt. Code

§ 12940(h) provides that it is an unlawful employment practice for any employer to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part. There is a causal connection between the protected activities and the adverse employment actions.

62. As a direct and legal result of the conduct of Defendants as set forth above, Plaintiff suffered damages, as described above. In addition, Defendants, and each of them are responsible for attorney fees and costs.

SIXTH CAUSE OF ACTION
Wrongful Termination in Violation of Public Policy
(Against all Defendants)

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

64. Plaintiff was terminated for discriminatory and retaliatory reasons without just cause, all in violation of the public policy of the State of California as described above. There is a nexus between these laws and Defendant's unlawful termination of Plaintiff.

65. Plaintiff is informed and believes and alleges that she was terminated in violation of California Fair Employment and Housing laws, Govt. Code § 12940 *et. seq.* These laws articulate the fundamental public policies of the State of California.

66. As a direct and legal result of the conduct of Defendants as set forth above, Plaintiff suffered damages, as described above.

WHEREFORE, Plaintiff prays for the following relief against Defendants:

1. For economic damages according to proof;
2. For non-economic damages according to proof;
3. For punitive damages according to proof;
4. For all damages allowable under the FEHA, including Govt. Code §§ 12900 *et seq.* including attorneys' fees and costs in an amount according to proof;
5. For pre-judgement and post-judgement interest at the maximum legal rate on all sums

1 awarded;

2 6. For trial by jury;

3 7. For such other relief as the Court deems just and proper.

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5 Dated: July 28, 2023

By: *Candice Clipner*

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Candice Clipner
Attorney for Plaintiff,
Shauna Dyer

EXHIBIT A



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

June 14, 2023

Candice Clipner
100 Pine Street Suite 1250
San Francisco, Ca 94111

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202306-20980714
Right to Sue: Dyer / New American Funding / Broker Solutions Inc.

Dear Candice Clipner:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



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

June 14, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202306-20980714

Right to Sue: Dyer / New American Funding / Broker Solutions Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



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

June 14, 2023

Shauna Marie Dyer
370 View Drive
Ukiah, CA 95482

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202306-20980714
Right to Sue: Dyer / New American Funding / Broker Solutions Inc.

Dear Shauna Marie Dyer:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 14, 2023 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

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Shauna Dyer

CRD No. 202306-20980714

Complainant,

vs.

New American Funding / Broker Solutions Inc.
1410 Neotomas Ave
Santa Rosa, CA 95404

Respondents

1. Respondent New American Funding / Broker Solutions Inc. is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant Shauna Marie Dyer, resides in the City of **Ukiah**, State of **CA**.

3. Complainant alleges that on or about **September 1, 2022**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's medical condition (cancer or genetic characteristic), disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated, other, denied accommodation for a disability.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, denied accommodation for a disability.

Additional Complaint Details:

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 June 14, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Santa Rosa, CA**
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