

**12/12/2023** at 03:20:06 PM

Clerk of the Superior Court  
By Jimmy Siharath, Deputy Clerk

1 Zak Franklin (SBN 302042)  
2 Carlen Don (SBN 327516)  
3 **FRANKLIN LAW P.C.**



4  
5 Attorneys for Plaintiff  
6 Jeff Liu

7 **SUPERIOR COURT OF CALIFORNIA**  
8 **COUNTY OF SAN DIEGO**

9 Jeff Liu, an individual;

Case No.: 37-2023-00054311-CU-0E-CTL

**COMPLAINT FOR DAMAGES**

10  
11 Plaintiff,

1. **Race Discrimination in Violation of FEHA**

2. **Breach of Contract**

3. **Breach of the Implied Covenant of Good Faith and Fair Dealing**

4. **Intentional Interference with Contractual Relations**

5. **Negligent Interference with Prospective Economic Relations**

6. **Promissory Estoppel; Reliance**

7. **Wrongful Termination in Violation of Public Policy**

8. **Violation of Labor Code Section 970**

12  
13 vs.

14 County of San Diego; and Does 1 through 25,  
15 Defendants.

**DEMAND FOR JURY TRIAL**

1 **INTRODUCTION**

2 Plaintiff Jeff Liu hereby brings this action against defendants the County of San Diego  
3 (“San Diego”) and Does 1-25 (collectively, “Defendants”).

4 **JURISDICTION AND VENUE**

5 1. Jurisdiction and Venue are proper in this Court because Defendants maintain or  
6 maintained offices in and does or did business in California at all times relevant to this action,  
7 Defendants agreed to employ Plaintiff in San Diego County, California, Plaintiff and Defendants  
8 are and were citizens of California at all times relevant to this action, and the events giving rise  
9 to the claims alleged herein occurred in San Diego County, California.

10 2. The amount in controversy in this matter exceeds the sum of \$25,000, exclusive  
11 of interest and costs.

12 **PARTIES**

13 3. Plaintiff Jeff Liu is an individual and is a resident of San Diego County,  
14 California. Plaintiff is of Asian descent.

15 4. Defendant County of San Diego is and was at all times relevant to this action, a  
16 public entity within the state of California, with its principal office located at 1600 Pacific  
17 Highway, San Diego, CA 92101. At all times relevant to this action, San Diego operated the San  
18 Diego County Board of Supervisors. San Diego had more than five employees at all times  
19 relevant to this action.

20 5. Plaintiff is informed and believe that Does 1 through 25 are corporations,  
21 individuals, limited liability partnerships, limited liability companies, general partnerships, sole  
22 proprietorships, government entities, or non-profit organizations or are other business entities or  
23 organizations of a nature not currently known to Plaintiff.

24 6. Plaintiff is unaware of the true names of Does 1 through 25. Plaintiff sue said  
25 defendants by said fictitious name, and Plaintiff will amend this complaint when the true names  
26 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as  
27 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously  
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1 named Defendants is in some manner responsible for the events and allegations set forth in this  
2 complaint.

3 7. Plaintiff is informed and believe, and thereon allege, that at all times herein  
4 mentioned each Defendant, including all Defendants sued under fictitious names, was the agent,  
5 employee, or representative of each of the remaining Defendant, and in doing the things  
6 hereinafter alleged, was at times acting within the course and scope of this agency or  
7 employment, and at other times, acting in his or her own individual capacity. In the alternative,  
8 each of the individually named Defendants, acted in concert and in furtherance of a fraudulent  
9 plan and scheme and each actively participated in the wrongful acts alleged in this complaint.

10 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

11 8. Plaintiff received “Right to Sue” letters from the California Department of Fair  
12 Housing on October 17, 2023. A copy of this Right to Sue letter has been provided to  
13 Defendants.

14 9. Plaintiff complied with the Government Tort Claims Act by sending on about  
15 October 17, 2023 a completed “Claim Against the Couty of San Diego” form and an attachment  
16 detailing Plaintiff’s claims and damages, to the County of San Diego, Claims Division, 1600  
17 Pacific Highway, Room 355, San Diego, CA 92101. Plaintiff received a Notice of Rejection of  
18 Claim dated December 5, 2023 indicating Plaintiff’s claim was rejected by Defendant County of  
19 San Diego thereby entitling Plaintiff to file the instant court action under the Government Claims  
20 Act.

21 **FACTS COMMON TO ALL CAUSES OF ACTION**

22 10. Plaintiff worked for March for Our Lives from May 2018 until September 15,  
23 2023. Plaintiff’s most recent position was Director of Public and Government Affairs. March for  
24 Our Lives paid Plaintiff about \$158,000 per year. Plaintiff consistently received positive  
25 performance feedback, he was never placed on a performance improvement plan or similar  
26 formal performance coaching program, and he was never asked or encouraged by March for Our  
27 Lives to end his employment there.

1           11. Plaintiff interviewed for a position at San Diego on about August 2023. During  
2 these interviews, Plaintiff met with several of Defendants' employees, including Denice Garcia,  
3 David Flores, and Chairwoman Nora Vargas. Plaintiff informed Denice Garcia and other of  
4 Defendants' employees that he lived in Los Angeles, California and in Sacramento California,  
5 splitting his time between both cities. Plaintiff further informed Defendants that he would need  
6 to relocate to San Diego to work for Defendants. Plaintiff also provided Defendants with a copy  
7 of his resume, which resume reflected Plaintiff's living and working in Los Angeles.

8           12. Defendants extended Plaintiff a conditional job offer for the position Director of  
9 Policy and Legislative Affairs (Legislative Aid II) on September 11, 2023. Defendants' job offer  
10 included a promise to pay Plaintiff an annual salary of \$95,000 and permit Plaintiff to receive  
11 employee benefits from Defendants. Defendants made this offer of employment to Plaintiff by e-  
12 mailing Plaintiff a letter. This offer was conditioned on Plaintiff passing a background check and  
13 any necessary physical or drug examinations. The offer letter was executed by Denice Garcia.

14           13. Defendants' decision to rescind Plaintiff's employment was based in substantial  
15 part on Plaintiff's race, as evidenced by Denice Garcia's racist statements.

16           14. Plaintiff accepted Defendants' offer of employment on September 11, 2023.  
17 Plaintiff promptly submitted himself to, and passed, the tests on which Defendants conditioned  
18 his employment.

19           15. On about September 18, Denice Garcia called Plaintiff and asked him how his  
20 relocation efforts were progressing. Denice Garcia became agitated during this call and told  
21 Plaintiff to "hurry the fuck up" but she assured him that his job offer was secure and Defendants  
22 would not be rescinding their job offer to Plaintiff. Plaintiff acted urgently to try to relocate to  
23 San Diego in reliance on this further assurance from Denice Garcia.

24           16. On about September 20, 2023, Denice Garcia again called Plaintiff and asked him  
25 about the status of his relocation efforts. Plaintiff informed her that he had tentatively secured a  
26 new apartment and that he believed he would soon be able to complete the relocation. **During**  
27 **this telephone call, Denice Garcia, Chief of Staff to Chairwoman Nora Vargas, muttered**  
28

1 “fucking Asians and yellow people, always so fucking slow, these chinks” and then she  
2 immediately said more directly to Plaintiff that she was glad everything was working out and  
3 that he should continue to keep her updated. During this call, Denice Garcia again assured  
4 Plaintiff that his job was safe and the two of them discussed Plaintiff’s potential start date.

5 17. Plaintiff notified Defendants of his passing the required screenings on about  
6 September 25, 2023 by text message sent to Denice Garcia. On information and belief,  
7 Defendants also received separate confirmation of the same from the entities or individuals who  
8 performed the screenings.

9 18. Plaintiff moved from Sacramento, California to San Diego on about September  
10 25, 2023.

11 19. On September 11, 2023 Plaintiff gave notice to March for Our Lives that he  
12 would be resigning his employment there to accept employment for Defendants.

13 20. From September 11, 2023 to September 26, 2023 Plaintiff and Defendants  
14 corresponded about Plaintiff’s efforts to relocate from Los Angeles to San Diego. Defendants  
15 urged Plaintiff to act quickly, and Defendants inquired about Plaintiff’s relocation efforts.

16 21. From September 11, 2023 to September 26, 2023, Plaintiff incurred substantial  
17 expenses to relocate from Los Angeles to San Diego, including without limitation, about:  
18 \$12,192 to terminate the lease at the apartment where he was residing when he accepted  
19 employment for Defendants; \$11,000 in moving expenses; and \$4,315 to lease a new apartment  
20 in San Diego. Each month Plaintiff is out of work he will incur about \$13,202 in lost wages as  
21 well as about \$6,000 in lost employee benefits.

22 22. On September 26, 2023, Defendants emailed Plaintiff and rescinded their offer of  
23 employment. Defendants also called Plaintiff to inform him of the same. During this phone call,  
24 Denice Garcia falsely told Plaintiff that he never informed her that he would be relocating to San  
25 Diego to accept Defendants’ offer of employment.

26 23. Defendants’ rescinding their offer of employment to Plaintiff, and Denice  
27 Garcia’s racist statements, has caused Plaintiff to suffer emotional distress.

1           24.     Investigation into Defendants' withdrawing their offer of employment to Plaintiff  
2 revealed that during a staff meeting after Defendants extended a job to Plaintiff, Denice Garcia,  
3 Chief of Staff for Chairwoman Nora Vargas, made multiple racist comments about Plaintiff,  
4 including without limitation: "We have a new yellow person possibly joining shortly. A chink,  
5 though he is talented. We are currently working through logistics and I'll let everyone know".  
6 This employee also informed Plaintiff that Denice Garcia often uses this type of language, that  
7 Chairwoman Nora Vargas is aware that Denice Garcia uses racist language towards people of  
8 Asian descent, and yet Chairwoman Nora Vargas does nothing about Denice Garcia's use of  
9 racist language.

10   **FIRST CAUSE OF ACTION**

11   **VIOLATION OF GOVERNMENT CODE § 12940;**

12   **DISCRIMINATION BASED ON RACE**

13   **(Against All Defendants)**

14           25.     Plaintiff incorporates all of the preceding paragraphs of this complaint as if fully  
15 alleged herein.

16           26.     At all times herein mentioned, the FEHA, Government Code §§ 12940 et seq.,  
17 were in full force and effect and were binding on Defendants. These sections require Defendants  
18 to refrain from discriminating against any employee on the basis of protected characteristics,  
19 including without limitation sex and gender.

20           27.     Plaintiff is of Asian descent.

21           28.     Defendants discriminated against Plaintiff on the basis of race by treating Plaintiff  
22 less favorable than Defendants treated employees of other races, including without limitation,  
23 subjecting Plaintiff to the following adverse employment actions: subjecting Plaintiff to racist  
24 comments about people of Asian descent to Plaintiff and to other individuals, rescinding  
25 Defendants' offer of employment to Plaintiff after Plaintiff accepted the offer of employment  
26 and acted in reliance upon Defendants' offer of employment.  
27  
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1 29. The unlawful employment practices on the part of Defendants were a substantial  
2 factor in causing damages and injuries to Plaintiff.

3 30. Within the time provided by law, each Plaintiff filed a complaint with the DFEH,  
4 in full compliance with these sections, and received a right to-sue letter.

5 31. As a result of the aforesaid unlawful acts of Defendants, Plaintiff has lost income  
6 and benefits. Plaintiff claim such amount as damages, together with prejudgment interest,  
7 pursuant to Civil Code section 3287 and/or any other provision of law providing for prejudgment  
8 interest.

9 32. As a result of the aforesaid unlawful acts of Defendants, Plaintiff was personally  
10 humiliated and has become mentally upset, distressed, and aggravated. Plaintiff claims emotional  
11 distress damages for such mental distress and aggravation in an amount to be proven at trial.

12 33. The acts of Defendants, as herein above alleged, were carried out by Defendants'  
13 supervisors, managers, officers, and/or directors of Defendants, and were directed and ratified by  
14 Defendants, with a conscious disregard of Plaintiff' rights, such as to constitute oppression,  
15 fraud, or malice under California Civil Code section 3294, entitling Plaintiff to punitive damages  
16 from Defendants other than the San Diego County in an amount appropriate to punish and set an  
17 example of said Defendants.

18 **SECOND CAUSE OF ACTION**

19 **BREACH OF CONTRACT**

20 **(Against All Defendants)**

21 34. Plaintiff incorporates all of the preceding paragraphs of this complaint as if fully  
22 alleged herein.

23 35. There were multiple contracts of employment between Plaintiff and San Diego  
24 County, including without limitation the contract for his beginning employment at San Diego  
25 County entered into in about September 2023.

26 36. Plaintiff performed all of his obligations under each contract with San Diego  
27 County.

1 37. San Diego County breached its contracts with Plaintiff by, *inter alia*, refusing to  
2 hire Plaintiff, refusing to have Plaintiff begin work, rescinding the contract, and failing to pay  
3 Plaintiff.

4 38. Plaintiff was harmed as a direct and proximate result of each of San Diego  
5 County's breaches.

6 39. In all of the acts alleged in this cause of action, the managing agents, executives,  
7 or officers of San Diego County against whom this cause of action is alleged are guilty of fraud,  
8 oppression and/or malice.

9 **THIRD CAUSE OF ACTION**

10 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

11 **(Against All Defendants)**

12 40. Plaintiff incorporates all of the preceding paragraphs of this complaint as if fully  
13 alleged herein.

14 41. San Diego County also breached the covenant of good faith and fair dealing by,  
15 *inter alia*: preventing Plaintiff from beginning work at San Diego County, encouraging Plaintiff  
16 to move to San Diego, terminating Plaintiff's employment at San Diego. *See, e.g., Sheppard v.*  
17 *Morgan Keegan & Co.*, 218 Cal.App.3d 61, 67 (1990); *McCollum v. XCare.net, Inc.*, 212  
18 F.Supp.2d 1142, 1153, 1155 (N.D. CA 2002); *Guz v. Bechtel Nat'l*, 24 Cal. 4th 325 (2000).

19 42. Plaintiff was harmed.

20 **FOURTH CAUSE OF ACTION**

21 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

22 **(Against All Defendants)**

23 43. Plaintiff incorporates all of the preceding paragraphs of this complaint as if fully  
24 alleged herein.

25 44. Plaintiff was working for Plaintiff's former employer pursuant to an employment  
26 contract until about September 2023.



1 45. Defendants knew of Plaintiff's contract with Plaintiff's former employer because,  
2 *inter alia*, Plaintiff told Defendants that Plaintiff was employed by his former employer.

3 46. Defendants offering employment to Plaintiff prevented or frustrated Plaintiff's  
4 ability to continue working for Plaintiff's former employer pursuant to that contract because,  
5 *inter alia*, the position to which Defendants purported to hire Plaintiff was a full-time in-person  
6 job that must be performed in San Diego and, on information and belief, Defendants had a policy  
7 prohibiting its employees from working at a job like Plaintiff was working pursuant to Plaintiff's  
8 contract with Plaintiff's former employer.

9 47. Defendants knew that their hiring Plaintiff, their required Plaintiff to quickly  
10 relocate to San Diego to begin working for Defendants, and Plaintiff's working for Defendants  
11 would require Plaintiff to resign Plaintiff's employment at Plaintiff's former employer,  
12 disrupting performance of Plaintiff's obligation to Plaintiff's former employer pursuant to  
13 Plaintiff's employment contract with Plaintiff's former employer.

14 48. Plaintiff did end Plaintiff's performance under the contract with Plaintiff's  
15 previous employer.

16 49. Plaintiff was harmed.

17 50. Defendants' conduct as set forth herein was a substantial factor in causing  
18 Plaintiff's harm.

19 **FIFTH CAUSE OF ACTION**

20 **NEGLIGENT INTERFERENCE WITH ECONOMIC RELATIONS**

21 **(Against All Defendants)**

22 51. Plaintiff incorporates all of the preceding paragraphs of this complaint as if fully  
23 alleged herein.

24 52. Plaintiff was working for Plaintiff's former employer pursuant to an employment  
25 contract until about September 2023. This contract would have resulted in future economic  
26 benefit to Plaintiff, including without limitation payment of future monies to Plaintiff.

1           53. Defendants knew of Plaintiff's contract with Plaintiff's former employer because,  
2 *inter alia*, Plaintiff told Defendants that Plaintiff was employed by his former employer.

3           54. Defendants offering employment to Plaintiff prevented or frustrated Plaintiff's  
4 ability to continue working for Plaintiff's former employer pursuant to that contract because,  
5 *inter alia*, the position to which Defendants purported to hire Plaintiff was a full-time in-person  
6 job that must be performed in San Diego and, on information and belief, Defendants had a policy  
7 prohibiting its employees from working at a job like Plaintiff was working pursuant to Plaintiff's  
8 contract with Plaintiff's former employer.

9           55. Defendants knew that their hiring Plaintiff, their required Plaintiff to quickly  
10 relocate to San Diego to begin working for Defendants, and Plaintiff's working for Defendants  
11 would require Plaintiff to resign Plaintiff's employment at Plaintiff's former employer,  
12 disrupting performance of Plaintiff's obligation to Plaintiff's former employer pursuant to  
13 Plaintiff's employment contract with Plaintiff's former employer.

14           56. Plaintiff did end Plaintiff's performance under the contract with Plaintiff's  
15 previous employer.

16           57. Defendants failed to act with reasonable care in extending employment to  
17 Plaintiff, encouraging Plaintiff to move to San Diego, and inducing Plaintiff to end Plaintiff's  
18 employment with Plaintiff's previous employer.

19           58. Defendants misrepresented to Plaintiff their intention to hire him, the certainty of  
20 his being hired, future opportunities available to him if he ended his employment at his previous  
21 employer. Defendants' treatment of Plaintiff was motivated by Plaintiff's race. Defendants'  
22 actions violate California public policy and law regarding inducing via misrepresentation an  
23 individual to relocate for employment, discrimination on the basis of race, and contractual rights.

24           59. Plaintiff was harmed.

25           60. Defendants' conduct as set forth herein was a substantial factor in causing  
26 Plaintiff's harm.





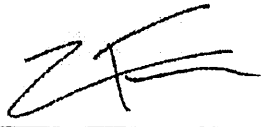
**PRAYER FOR RELIEF**

Wherefore, Plaintiff prays for relief and judgment against Defendants as follows:

1. For general damages according to proof, on each cause of action for which such damages are available;
2. For compensatory damages, according to proof on each cause of action for which such damages are available;
3. That Plaintiff be awarded all available statutory remedies;
4. For equitable relief to the extent available under law;
5. For special damages, including without limitation punitive damages, according to proof on each cause of action for which such damages are available, but not punitive damages against the San Diego County;
6. For pre and post judgment interest to the extent applicable by law;
7. For reasonable attorneys' fees to the extent permitted by law, including without limitation, under Code of Civil Procedure § 1021.5, Government Code § 12965(b), and any other relevant provision under California law that provides for recovery of attorneys' fees;
8. For costs of suit to the extent permissible including without limitation under Civil Code § 1021.5, Government Code § 12965(b), and any other relevant provision under California law that provides for recovery of costs;
9. For civil penalties; and
10. For such other and further relief as the Court deems proper and just.

Dated: December 12, 2023

FRANKLIN LAW P.C.

By:   
Zak Franklin  
Attorney for Jeff Liu

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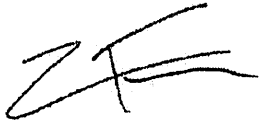
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**DEMAND FOR JURY TRIAL**

Plaintiff demand a trial by jury on all claims so triable.

Dated: December 12, 2023

FRANKLIN LAW P.C.



By: \_\_\_\_\_  
Zak Franklin  
Attorney for Jeff Liu