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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION**

████████ ██████████, individually, and on
behalf of themselves
And all others similarly situated and
aggrieved,

Plaintiff,

BOOZ ALLEN HAMILTON, INC.
Defendants.

Case No.

COMPLAINT

Plaintiff ██████████ ██████████ (“Plaintiff”) by and through her consultants, bring this
action in her Individual capacity, on behalf of other aggrieved current and former female
consultant employees, and on behalf of all similarly-situated current and former female consultant
employees, against Defendant Booz Allen Hamilton, Inc. (“Booz Allen” or “Defendants”), to
redress gender discrimination at Booz Allen. Plaintiff alleges, upon knowledge as to herself, and
otherwise upon information and belief, as follows:

INTRODUCTION

Scott Wagner & Associates, P.A.
Complaint
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1. Booz Allen is a management consulting firm which employs more than 22,600 employees worldwide. The company has over 80 offices across the globe.
2. However, Booz Allen does not reward its female consultant employees equally compared to their male counterparts performing equal work. Instead, Booz Allen systematically pays female consultants less than similarly-situated male consultants.
3. Plaintiff brings this lawsuit on behalf of herself and similarly-situated female consultants to seek redress for Booz Allen’ discriminatory policies and practices.
4. Plaintiff seeks all legal and equitable relief available pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) *et seq.*, as amended; the Equal Pay Act of 1963, 29 U.S.C. § 201, *et seq.*; 1964, 42 U.S.C. § 2000(e) *et seq.*, as amended; the Equal Pay Act of 1963, 29 U.S.C. § 201, *et seq.*; the California Fair Employment and Housing Act, California Government Code § 12940, *et seq.*; the California Equal Pay Act, California Labor Code § 1197.5; the California Equal Pay Act, California Labor Code § 1197.5, as amended; and California Business & Professions Code § 17200, *et seq.*,

PARTIES

5. At the time of separation, Plaintiff ██████ was a Lead Associate who resided in Truckee, California, County of Nevada, and managed Booz Allen’s Authentication Services Team, located in Virginia. The company discriminated against Mrs. ██████ as a result of her gender and complaints about pay disparity, despite her exemplary performance.

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- 2 6. Defendant Booz Allen Hamilton, Inc. is a California foreign corporation, formed under
- 3 the laws of Delaware with a principal office at 8283 Greensboro Dr. McClean, VA,
- 4 22102 and with offices around the world, including five (5) offices in California (in the
- 5 cities of El Segundo, Los Angeles, San Diego, and San Francisco).

6 **JURISDICTION AND VENUE**

- 7 7. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§
- 8 1331 and 1343(a)(4). This Court has supplemental jurisdiction over Plaintiff's state law
- 9 claims pursuant to 28 U.S.C. §1367.
- 10 8. This Court has personal jurisdiction over this action because Defendants are licensed to
- 11 do business in California, and regularly conducts business in this District.
- 12 9. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(2) because a substantial
- 13 part of the events or omissions giving rise to Plaintiff's claims occurred in this District.
- 14 10. On or about March 21, 2017, Plaintiff filed a Complaint of Discrimination with the
- 15 California Department of Fair Employment and Housing ("DFEH") and the Equal
- 16 Employment Opportunities Commission ("EEOC")(EEOC No. 550-2017-00491). [REDACTED]
- 17 made a request for her Right to Sue from the EEOC and will provide once received.
- 18 [REDACTED] received her Right to Sue from the DFEH on March 21, 2017.

19 **FACTUAL ALLEGATIONS**

- 20 11. Booz Allen is a management consulting firm with contracts including those with the
- 21 Department of Defense.

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- 2 12. ██████ began her work with Booz Allen as a Contractor through Insight Global in August
- 3 2011 with a starting salary of \$29/hour.
- 4 13. Prior to beginning with Booz Allen, ██████ was a seasoned Deployment Manager with a
- 5 Bachelor's Degree in Business Information (Majoring in Information Technology
- 6 Project Management). She also held various credentials including Certified Smart Card
- 7 Industry Professional and a federal Secret clearance.
- 8 14. Just one month into her work with Booz Allen, in September 2011, ██████ was offered a
- 9 full-time position as a Senior Consultant with Booz Allen by Wesley Swindell, Michael
- 10 Waters, and Douglas Morford. Her full-time employment became official on October
- 11 17, 2011 at a salary of \$76,000.
- 12 15. ██████ worked from August 2011 to June 30, 2014, in Booz Allen's Virginia
- 13 Headquarters.
- 14 16. On or about July 1, 2014, ██████ received signed approval to relocate and to continue
- 15 working for the company from Truckee, California, where she continued her full-time
- 16 work remotely as an Associate.
- 17 17. Over the course of her employment, ██████ excelled at her position, receiving a
- 18 promotion from Senior Consultant to Associate and then from Associate to Lead
- 19 Associate on January 1, 2016.
- 20 18. It was noted in Manager Doug Morford's Promotion Nomination Form for ██████
- 21 (effective date January 1, 2016), that she saved the budget \$250,000 per year.
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- 2 19. In this capacity, █████ worked under the direction of Ed Kerner, Senior Associate, and
- 3 managed a team of nine (9) to twelve (12), which included , SecurID & SSL
- 4 department, the PKI, MSPKI & Smart Cards, and 2016 Smart Card Redeployment
- 5 under the umbrella of the Authentication Services Organization. █████ managed two (2)
- 6 males and seven (7) females in the Positions of Intern, Consultants, Senior Consultants,
- 7 and Associates, in addition to temporary consultants during Smart Card Deployments.
- 8 20. As part of █████'s duties in her position, she had access to the pay details of her
- 9 subordinates.
- 10 21. Around January 2016, █████ discovered that all of her female subordinates were paid
- 11 substantially less than their male counterparts, despite their similar or advanced
- 12 qualifications.
- 13 22. At the same time, █████ began to have concerns about her own low salary.
- 14 23. While she received raises during her employment and constant praise for her work, her
- 15 pay did not amount to what she believed she should be receiving for the work involved
- 16 with her position.
- 17 24. As such, and beginning around April 2016, █████ first met with Douglas Morford to
- 18 discuss her low salary.
- 19 25. In response, she was told by Morford, that her team could not afford to give increases,
- 20 but rather only minor increases (less than 5%) due to a rough work year.
- 21 26. █████ escalated and complained to Brian Javonillo (Sr Associate), that she was
- 22 extremely underpaid for her position and responsibilities.

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- 2 27. In response, Javonillo, confirmed that they could not give █████ any additional increase.
- 3 28. █████ escalated again and complained to Derrick Burton (Principal), that she was
- 4 extremely underpaid for her position and responsibilities.
- 5 29. In response, Burton agreed to give █████'s contributions and qualifications further
- 6 discussion with Javonillo and Morford.
- 7 30. However, upon information and belief, █████'s supervisors had the opportunity to
- 8 submit for a Market Salary Adjustment (MSAs), which would have been an evaluation
- 9 to ensure that employees are paid according to market value.
- 10 31. In fact, █████'s mentor, Mr. Waters, Enterprise Information Security Director,
- 11 confirmed he had submitted several for his team (Enterprise Information Security), but
- 12 █████'s supervisors refused.
- 13 32. █████ learned that other managers, in addition to Mr. Waters, regularly submitted for
- 14 MSAs for their male employees, without dispute. And yet, her managers refused to do
- 15 the same for her and her female team after multiple requests.
- 16 33. Finally, a \$10,000 MSA was finally processed for █████ by Russ Minyard and Kevin
- 17 Winter. Still, in the MSA, it was noted that █████ was a "very valuable employee we
- 18 wish to retain" who was paid \$13,000 beneath the minimum salary range for her job title
- 19 and level. As such, the MSA still did not bring her to the bare minimum of her salary
- 20 range.
- 21 34. Around January 2016, █████ learned that she and all of her female subordinates were
- 22 paid significantly less when compared to their male counterparts.

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35. In fact, [REDACTED] and other female employees were marked by the company as “below minimum” in her salary range and that her salary was not competitive with the market, while other females were marked as in the minimum to mid range.

36. The two (2) males in the department (out of the nine (9) total employees), however, were the highest paid individuals in the department – even more than [REDACTED], who supervised them. These two males were marked at a range of mid to max salary range.

37. As a result, [REDACTED] was given a merit increase by Joseph Mahaffee, Chief Administrative Officer, and Russ Minyard in Human Resources. Despite the increase, [REDACTED] and other female employees remained at similar levels of pay.

38. On or about August 11, 2016, and just short of [REDACTED]’s fifth year anniversary with the firm, [REDACTED] was given a “Lack of Work Order,” informing her “due to lack of work matching your skill set, we are terminating your employment with the firm.” The Defendant alleged this was because the company was cutting costs and reorganizing.

39. However, during [REDACTED]’s employment, she successfully saved the Defendant over hundreds of thousands of dollars and was on track to perform even better for the following two (2) years.

40. After notification of the company’s restructuring and the fact that [REDACTED] would lose her job, she applied for multiple positions within the company.

41. However, despite her experience and qualifications, she was not selected for these positions.

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2 42. During her entire employment, she never had a negative review or performance
3 appraisal.

4 **FIRST CLAIM FOR RELIEF VIOLATIONS OF THE FAIR LABOR STANDARDS ACT**
5 **OF 1938, AS AMENDED BY THE EQUAL PAY ACT OF 1963 DENIAL OF EQUAL**
6 **PAY FOR EQUAL WORK 29 U.S.C. § 206(d) *et seq.***

7 **(On Behalf of Plaintiff)**

8 43. Plaintiff hereby incorporate and realleges each and every preceding paragraph of this
9 Complaint as if the same were set forth at length herein.

10 44. This cause of action is brought by Plaintiff, individually.

11 45. Booz Allen Group, Inc. is an “employer” within the meaning of 29 U.S.C. § 203(d).

12 46. Plaintiff is an “employee” within the meaning of 29 U.S.C. § 203(e).

13 47. Booz Allen has discriminated against Plaintiff in violation of the Fair Labor Standards
14 Act of 1938, 29 U.S.C. § 206(d), *et seq.*, as amended by the Equal Pay Act of 1963
15 (“EPA”), by providing her with lower pay than similarly-situated male colleagues even
16 though Plaintiff performed substantially similar duties requiring the same skill, effort and
17 responsibilities of her male counterparts, and performed under similar working
18 conditions.

19 48. Booz Allen also discriminated by subjecting Plaintiff to common discriminatory pay
20 policies, including discriminatory salaries, raises, and other compensation incentives,
21 and discriminatory assignments, denials of promotions, and other advancement
22 opportunities that would result in higher compensation, and other forms of discrimination
23 in violation of the EPA.

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2 49. The differential in pay between male and female employees was not due to seniority,
3 merit, quantity, or quality of production, but was due to gender.

4 50. Booz Allen caused, attempted to cause, contributed to, or caused the continuation of
5 wage rate discrimination based on sex in violation of the EPA.

6 51. The foregoing conduct constitutes a willful violation of the EPA within the meaning of
7 29 U.S.C. § 255(a). Because Booz Allen has willfully violated the EPA, a three-year
8 statute of limitations applies to such violations, pursuant to 29 U.S.C. § 255(a).

9 52. As a result of Booz Allen' conduct, Plaintiff has suffered and will continue to suffer
10 harm, including but not limited to: lost earnings, lost benefits, and other financial loss, as
11 well as non-economic damages.

12 53. By reason of Booz Allen' discrimination, Plaintiff is entitled to all legal and equitable
13 remedies available for violations of the EPA including but not limited to, injunctive
14 relief, compensatory and punitive damages, reinstatement, liquidated damages for all
15 willful violations, prejudgment interest, consultants' fees, costs, and other compensation
16 pursuant to 29 U.S.C. § 216(b).

17 54. Consultants' fees and costs are also warranted under California Code of Civil Procedure
18 § 1021.5.

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20 **SECOND CLAIM FOR RELIEF**
21 **VIOLATIONS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964**
22 **GENDER DISCRIMINATION 42 U.S.C. § 2000e, et seq.**
23 **(On Behalf of Plaintiff)**

24 55. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this

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Complaint as if the same were set forth at length herein.

- 56. This cause of action is brought by Plaintiff, individually.
- 57. Booz Allen has discriminated against in violation of Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, *et seq.*, as amended by the Civil Rights Act of 1991 (“Title VII”), as described herein. Although Booz Allen’s uniform employment policies, procedures and practices are facially neutral, they result in a disparate impact upon Booz Allen’s employees.
- 58. Booz Allen has discriminated against Plaintiff by treating her differently from and less preferably than similarly-situated male employees and by subjecting her to disparate pay, discriminatory denial of pay raises, disparate terms and conditions of employment, discriminatory job assignments, discriminatory demotions, discriminatory denial of promotions, and other forms of discrimination in violation of Title VII.
- 59. Booz Allen has failed to prevent, respond to, adequately investigate, and/or appropriately resolve instances of gender discrimination in the workplace.
- 60. Booz Allen’s conduct has been intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard of the rights of Plaintiff, entitling Plaintiff to punitive damages.
- 61. Booz Allen’s policies, practices and/or procedures have produced a disparate impact on Plaintiff with respect to the terms and conditions of her employment.
- 62. Booz Allen’s conduct is not justified by business necessity or, if it could be justified, there are less discriminatory alternatives to it.

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2 63. As a result of Booz Allen’s conduct, Plaintiff has suffered and continues to suffer harm,
3 including but not limited to, lost earnings, lost benefits, lost future employment
4 opportunities, other financial loss, as well as non-economic damages.

5 64. By reason of the continuous nature of Booz Allen’s discriminatory conduct, which
6 persisted throughout the employment of the Plaintiff, she is entitled to application of the
7 continuing violations doctrine to all violations alleged herein

8 65. By reason of Booz Allen’s discrimination, Plaintiff is entitled to all legal and equitable
9 remedies available for violations of Title VII, including but not limited to, injunctive
10 relief, reinstatement and an award of compensatory and punitive damages.

11 66. Consultants’ fees and costs should be awarded under 42 U.S.C. § 2000e-5(k) and
12 California Code of Civil Proc. § 1021.5.

13 **THIRD CLAIM FOR RELIEF**
14 **VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND**
15 **HOUSING ACT**
16 **GENDER DISCRIMINATION**
17 **California Government Code § 12940, et seq.**
18 **(On Behalf of Plaintiff)**

19 67. Plaintiff hereby incorporate and realleges each and every preceding paragraph of this
20 Complaint as if the same were set forth at length herein

21 68. This cause of action is brought by Plaintiff.

22 69. Booz Allen has discriminated against Plaintiff in violation of California’s Fair
23 Employment and Housing Act (“FEHA”), Cal. Gov. Code § 12940, *et seq.*, by subjecting
24 her to uniform employment policies, procedures and practices that result in disparate
impact based on gender and by subjecting her to disparate pay, discriminatory denial of

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pay raise, disparate terms and conditions of employment, discriminatory job assignment, discriminatory demotions, discriminatory denial of promotions, and other forms of discrimination in violated of FEHA.

70. Booz Allen has failed to prevent, respond to, adequately investigate, and/or appropriately resolve instances of gender discrimination in the workplace.

71. Booz Allen’s conduct has been intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard of the rights of the California Class Representatives and the California Class, entitling them to punitive damages.

72. Booz Allen’s policies, procedures and practices have produced a disparate impact on the Plaintiff with respect to the terms and conditions of their employment.

73. As a result of Booz Allen’s conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to, lost earnings, lost benefits, lost future employment opportunities, and other financial losses, as well as non-economic damages.

74. By reason of the continuous nature of Booz Allen’s discriminatory conduct, which persisted throughout the employment of Plaintiff, she is entitled to application of the continuing violations doctrine to all violations alleged herein.

75. By reason of Booz Allen’s discrimination, Plaintiff is entitled to all legal and equitable remedies available for violations of FEHA, including but not limited to, injunctive relief, reinstatement and an award of compensatory and punitive damages.

76. Consultants’ fees should be awarded under Cal. Gov. Code § 12940 and California Code of Civil Procedure § 1021.5.

**FOURTH CLAIM FOR RELIEF
VIOLATION OF THE CALIFORNIA EQUAL PAY ACT
California Labor Code § 1197.5, et seq.
(On Behalf of Plaintiff)**

77. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this Complaint as if the same were set forth at length herein

78. This cause of action is brought by Plaintiff.

79. Booz Allen has discriminated against Plaintiff in violation of California Labor Code § 1197.5, et seq. Booz Allen has discriminated against Plaintiff by paying its female employees less when compared against similarly-situated male employees who performed jobs which required equal skill, effort, and responsibility, and which were performed under similar working conditions. Booz Allen so discriminated by subjecting them to discriminatory pay, discriminatory denials of raises, discriminatory denials of promotions and other advancement opportunities that would result in higher compensation, and other forms of discrimination in violation of the California Equal Pay Act.

80. Booz Allen caused, attempted to cause, contributed to, or caused the continuation of, the wage rate discrimination based on sex in violation of the California Equal Pay Act. Moreover, Booz Allen willfully violated the California Equal Pay Act by intentionally, knowingly, and deliberately paying women less than men.

81. As a result of Booz Allen's conduct and/or Booz Allen's willful, knowing and intentional discrimination, Plaintiff has suffered and will continue to suffer harm, including but not limited to, lost earnings, lost benefits, and other financial loss, as well

Scott Wagner & Associates, P.A.

Complaint

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2 as non-economic damages.

3 82. Plaintiff is therefore entitled to all legal and equitable remedies, including liquidated
4 damages.

5 83. Plaintiff is also entitled to civil penalties pursuant to California Labor Code §§ 1197.5
6 and 2699(f).

7 84. Consultants' fees should be awarded under California Labor Code § 1197.5 and
8 California Code of Civil Procedure § 1021.5.

9 **FIFTH CLAIM FOR RELIEF**
10 **VIOLATION OF THE CALIFORNIA EQUAL PAY ACT**
11 **California Labor Code § 1197.5, et seq.**
12 **(On Behalf of Plaintiff)**

13 85. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this
14 Complaint as if the same were set forth at length herein

15 86. This cause of action is brought by Plaintiff.

16 87. Booz Allen has discriminated against Plaintiff in violation of California Labor Code §
17 1197.5, et seq. Booz Allen has discriminated against Plaintiff by paying its female
18 employees less when compared against similarly-situated male employees who
19 performed substantially similar work when viewed as a composite of skill, effort, and
20 responsibility, and which were performed under similar working conditions. Booz Allen
21 so discriminated by subjecting Plaintiff and her coworkers to discriminatory pay,
22 discriminatory denials of raises, discriminatory denials of promotions and other
23 advancement opportunities that would result in higher compensation, and other forms of
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2 discrimination in violation of the California Equal Pay Act.

3 88. Booz Allen caused, attempted to cause, contributed to, or caused the continuation of, the
4 wage rate discrimination based on sex in violation of the California Equal Pay Act.

5 Moreover, Booz Allen willfully violated the California Equal Pay Act by intentionally,
6 knowingly, and deliberately paying women less than men.

7 89. As a result of Booz Allen's conduct and/or Booz Allen's willful, knowing and intentional
8 discrimination, Plaintiff has suffered and will continue to suffer harm, including but not
9 limited to, lost earnings, lost benefits, and other financial loss, as well as non-economic
10 damages.

11 90. Plaintiff is therefore entitled to all legal and equitable remedies, including but not limited
12 to injunctive relief, compensatory and punitive damages, reinstatement, and liquidated
13 damages.

14 91. Plaintiff is also entitled to civil penalties pursuant to California Labor Code §§ 1197.5
15 and 2699(f).

16 92. Consultants' fees should be awarded under California Labor Code § 1197.5 and
17 California Code of Civil Procedure § 1021.5.

18 **SIXTH CLAIM FOR RELIEF**
19 **VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW**
20 **Business and Professions Code § 17200, et seq.**
21 **(On Behalf of the Plaintiff)**

22 93. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this
23 Complaint as if the same were set forth at length herein
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2 94. This cause of action is brought by the Plaintiff.

3 95. Booz Allen is a “person” as defined under California Business & Professions
4 Code 16 § 17021.

5 96. Booz Allen’s failure to pay its female employees equally and otherwise offer female
6 employees equal employment opportunities as alleged herein, constitutes unlawful
7 and/or unfair and/or fraudulent activity prohibited by California Business & Professions
8 Code § 17200. As a result of its unlawful and/or unfair and/or fraudulent acts, Booz
9 Allen reaped and continues to reap unfair benefits at the expense of Plaintiff. Booz
10 Allen should be enjoined from these activities.

11 97. Accordingly, Plaintiff is entitled to restitution with interest and other equitable relief.

12 **SEVENTH CLAIM FOR RELIEF**
13 **VIOLATIONS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964**
14 **42 U.S.C. § 2000e(k), et seq., and**
15 **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT California Government**
16 **Code § 12940, et seq.**
17 **RETALIATION**
18 **(On Behalf of Plaintiff)**

19 98. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this
20 Complaint as if the same were set forth at length herein

21 99. This cause of action is brought by Plaintiff.

22 100. Booz Allen retaliated against Plaintiff for raising concerns about pay inequity illegally
23 based on her gender. Booz Allen took adverse employment actions against Plaintiff for
24 engaging in protected activities. Such adverse employment actions included demoting
her, subjecting her to heightened scrutiny and unfavorable terms and conditions of

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2 employment, including, without limitation, demotion and termination.

3 101. Booz Allen's actions were intentional, deliberate, willful, malicious, reckless, and
4 conducted in callous disregard of causing harm to Plaintiff .

5 102. As a direct and proximate result of Booz Allen's conduct, Plaintiff was damaged and
6 suffered economic losses, mental and emotional harm, anguish and humiliation.

7 103. As a result of Booz Allen's retaliation, Plaintiff is entitled to all legal and equitable
8 remedies available for violations of Title VII and FEHA, including an award of
9 compensatory and punitive damages.

10 104. Consultants' fees should be awarded pursuant to 42 U.S.C. § 2000e-5(k) and Cal. Gov.
11 Code § 12940 *et seq.*

12 **EIGHTH CLAIM FOR RELIEF**
13 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY—**
14 **CONSTRUCTIVE DISCHARGE**
(On Behalf of Plaintiff ██████)

15 105. Plaintiff hereby incorporates and realleges each and every preceding paragraph of this
16 Complaint as if the same were set forth at length herein

17 106. Booz Allen retaliated against Plaintiff for complaining about the inequality of pay among
18 Booz Allen's employees. This conduct included, but was not limited to, terminating
19 Plaintiff.

20 107. Booz Allen's retaliation constitutes an unlawful employment practice in violation of
21 public policy. Plaintiff was terminated for exercising the rights afforded to her under
22 Title VII, FEHA, the federal EPA, California's EPA, and California's Business &

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2 Professions Code § 17200. Booz Allen’s retaliation violated those statutes and violated
3 California’s prohibition against terminations motivated by purposes that contravene
4 fundamental public policies.

5 108. As a proximate result of this conduct, Plaintiff has been injured in her health, strength,
6 and activity, all of which have caused and continue to cause Plaintiff to suffer mentally
7 and emotionally.

8 109. As a further proximate result of the conduct alleged herein, Plaintiff has lost earnings,
9 employment opportunities and will lose job benefits in an amount yet to be ascertained.

10 110. Defendants, and each of them, did the things alleged with fraud, oppression, and malice.
11 Plaintiff is therefore entitled to exemplary and punitive damages in an amount according
12 to proof.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, by and through her counsel, pray that this Court:

- 15 a. Declare and adjudge that Booz Allen’s employment policies, practices
16 and/or procedures challenged herein are illegal and in violation of the
17 rights of Plaintiff ;
- 18 b. Issue a permanent injunction against Booz Allen and its partners,
19 officers, owners agents, successors, employees, and/or representatives,
20 and any and all persons acting in concert with them, enjoining them
21 from engaging in any further unlawful policies, practices, and/or

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policies giving rise to gender discrimination and retaliation as set forth herein;

- c. Order Booz Allen to initiate and implement programs that will:
 - (1) provide equal employment opportunities for female employees;
 - (2) remedy the effects of Booz Allen’s past and present unlawful employment policies, practices and procedures;
 - (3) eliminate the continuing effects of the discriminatory and retaliatory conduct described herein;
- d. Order Booz Allen to initiate and implement systems of assigning, training, transferring, compensation and promoting female employees in a non-discriminatory manner;
- e. Order Booz Allen to establish a task force on equality and fairness to determine the effectiveness of the programs described above, which would provide for: (1) monitoring, reporting, and retaining or jurisdiction to ensure equal employment opportunity; (2) the assurance that injunctive relief is properly implemented; and (3) a quarterly report setting forth information relevant to the determination of the effectiveness of the programs described above;
- f. Order Booz Allen to adjust the wage rates and benefits for its current employees to the level that they would be enjoying but for Booz

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Allen’s discriminatory policies, practices and procedures;

g. Order Booz Allen to place, reinstate, or restore the Plaintiff into the job she would now be occupying but for Booz Allen’s discriminatory policies, practices and procedures;

h. Order that this Court retain jurisdiction of this action until such time as the Court is satisfied that Booz Allen has remedied the practices complained of herein and is determined to be in full compliance with the law;

i. Award nominal, compensatory, liquidated, and punitive damages to Plaintiff,

j. Award litigation costs and expenses, including, but not limited to, reasonable consultants' fees, to Plaintiff,

k. Award back pay, front pay, lost benefits, preferential rights to jobs, and other damages for lost compensation and job benefits with pre-judgment and post-judgment interest suffered by Plaintiff, in amounts to be determined at trial;

l. Order Booz Allen to make whole Plaintiff by providing her with appropriate lost earnings and benefits, and other affirmative relief;

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- m. Award damages for emotional distress, humiliation, embarrassment, and anguish, according to proof;
- n. Award statutory and civil penalties as appropriate;
- o. Award any other appropriate equitable relief to Plaintiff; and
- p. Award any other relief as this Court may deem just and proper.
- q. Provide for a trial by jury.

Dated this 28th day of December 2017

SCOTT WAGNER & ASSOCIATES, P.A.
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s/Lindsey Wagner
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Booz Allen Hamilton Hit with Class Action Alleging It 'Systematically' Underpays Female Consultants](#)
