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The day before George Dodd gets terminated reviewed by the Department of Consumer Affairs in regards to his job status at a hearing in South El Monte, California, a new twist has developed in the on-going civil war between DCA & the California State Athletic Commission. The DCA & CSAC have been named as defendants in a lawsuit filed by long-time CSAC inspector Dwayne “Woody” Woodard.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CENTRAL DISTRICT

BC 487180

DWAYNE WOODARD, an individual,

Plaintiff,

vs.

DEPARTMENT OF CONSUMER
AFFAIRS, CALIFORNIA STATE
ATHLETIC COMMISSION, California
State governmental agencies; and DOES 1
through 100, inclusive,

Defendants.

Case No.

COMPLAINT FOR:

1. AGE DISCRIMINATION
2. RETALIATION
3. HOSTILE WORK ENVIRONMENT
4. DECLARATORY RELIEF

[DEMAND FOR JURY TRIAL]

The lawsuit, filed on June 22nd in Los Angeles County Superior Court by attorney Farzad Tabatabai of Tabatabai & Blonstein, APLC (case number: BC487180) alleges that the DCA & CSAC are guilty of actions pertaining to age discrimination, retaliation, and creating a hostile work environment.

Rather than reprint the whole lawsuit document here, what we are going to do is break down various parts of the lawsuit filing. We will show you graphical snapshots, text summaries, and try to tie in some of our recent reporting in regards to a comparison against the claims made by Mr. Woodard in his lawsuit against the DCA & CSAC. We promise you that this is worth your time to read and that it further advances the story in regards to our reports about the DCA/CSAC civil war.

The concise, yet direct & straight-forward 14-page lawsuit filing gives background about who Dwayne Woodard is and how all of the incidents discussed in the case happened when he was over the age of 40.

defendant CSAC is an employer that regularly employs more than five employees. At all relevant times Plaintiff was and is an employee of CSAC. Plaintiff was and continues to be discriminated against based on his age and for filing a complaint, in that although he is available and has requested work, he is not being given assignments to work.

At all relevant times Plaintiff was and is an employee of CSAC. Plaintiff was and continues to be discriminated against based on his age and for filing a complaint, in that although he is available and has requested work, he is not being given assignments to work.

5. Plaintiff is informed and believes, and upon such information and belief alleges, that at all times mentioned herein, Defendants, and each of them, acted as the principals, agents, members, managers, employers, partners, employees, legal representatives, co-conspirators, aiders and/or abettors or alter egos of each other, and that at all times mentioned herein said defendants, and each of them, acted within the course and scope of such relationships and with the knowledge, permission, ratification, consent and/or adoption of each of the Defendants.

Plaintiff is informed and believes, and upon such information and belief alleges, that at all times mentioned herein, Defendants, and each of them, acted as the principals, agents, members, managers, employers, partners, employees, legal representatives, co-conspirators, aiders and/or abettors or alter egos of each other, and that at all times mentioned herein said defendants, and each of them, acted within the course and scope of such relationships and with the knowledge, permission, ratification, consent and/or adoption of each of the Defendants.

6. During his employment of over thirty (30) years with CSAC, plaintiff was well respected by his colleagues, had an overall exemplary performance record, and before 2009 had no documented errors in his employment with CSAC.

During his employment of over thirty (30) years with CSAC, plaintiff was well respected by his colleagues, had an overall exemplary performance record, and before 2009 had no documented errors in his employment with CSAC.

You can see the foundation being laid here for what's coming up regarding claims about the politics of the Department of Consumer Affairs in connection with the CSAC. The names of Dean Lohuis, Joe Borielli, Jim Russell, and JD Foreman are all mentioned in the complaint and listed as over age 40 during their time of activities. The fact that these names were raised in the lawsuit will immediately put DCA on alert

13. Mr. Woodard was employed by CSAC and worked in the capacity of Inspector, Event Supervisor, Ring Side Supervisor, Dressing Room Supervisor, Inspector Instructor/Trainer, Evaluator of fighters applying for professional license, Investigated unlicensed activities and other duties as required. During the course of his employment with defendants, plaintiff performed each and every condition and covenant required on his part to be performed pursuant to said employment agreement and in particular has been continuously employed by defendant from on about 1976, to present.

Mr. Woodward was employed by CSAC and worked in the capacity of Inspector, Event Supervisor, Ring Side Supervisor, Dressing Room Supervisor, Inspector Instructor/Trainer, Evaluator of fighters applying for professional license, Investigated unlicensed activities and other duties as required. During the course of his employment with defendants, plaintiff performed each and every condition and covenant required on his part to be performed pursuant to said employment agreement and in particular has been continuously employed by defendant from on about 1976, to present.

In the next blurb, you will notice that Mr. Woodard establishes a timeline claim in regards to when trouble allegedly started — after Armando Garcia left the commission. This is when the power vacuum happened at CSAC, where you had Bill Douglas (who now works at the Pest Control Board) & Dave Thornton acting as Assistant Executive Officers. In 2010, George Dodd was appointed as the full time Executive Director.

15. Mr. Woodard is informed and believes, and thereon alleges that William Douglas ("Douglas") was appointed the position of acting Executing Officer of CSAC on or about January 1, 2009, by the Department of Consumer Affairs in contravention of the law and without the mandatory required approval of the California State Athletic Commission.

Mr. Woodard is informed and believes, and thereon alleges that William Douglas was appointed the position of acting Executing Officer of CSAC on or about January 1, 2009, by the Department of Consumer Affairs in contravention of the law and without the mandatory required approval of the California State Athletic Commission.

Contravention = violation. Essentially, this claim made by Mr. Woodard suggests that there wasn't a proper hearing or quorum set on DCA having Bill Douglas become the AEO when Armando left. Anita Scuri was working as legal counsel for DCA/CSAC at the time when this happened.

16. Mr. Woodard is informed and believes, and thereon alleges, Mr. Douglas individually or together with Does 1-25, engaged in a scheme to discriminate by eliminating, marginalizing, or otherwise getting rid of the oldest Inspectors (the "old guard") in favor of the under 40 inspectors (the "new guard"), including Mr. Lohuis and Mr. Borielli. Mr. Woodard is informed and believes, and thereon alleges, Mr. Douglas did so on the instruction of and with the approval of the Department of Consumer Affairs. CSAC as an entity approved of or ratified the conduct of Mr. Douglas, and allowed him to illegally act on its behalf as Executive Officer even though he did not have the legal mandate to do so.

Mr. Woodward is informed and believes, and thereon alleges, Mr. Douglas individually or together with Does 1-25, engaged in a scheme to discriminate by eliminating, marginalizing, or otherwise getting rid of the oldest Inspectors (the "old guard") in favor of the under 40 inspectors (the "new guard"), including Mr. Lohuis and Mr. Borielli. Mr. Woodward is informed and believes, and thereon alleges, Mr. Douglas did so on the instruction of and with the approval of the Department of Consumer Affairs. CSAC as an entity approved of or ratified the conduct of Mr. Douglas, and allowed him to illegally act on its behalf as Executive Officer even though he did not have the legal mandate to do so.

In addition to claiming that Bill Douglas shouldn't have had the authority that he was granted, Mr. Woodard raises the stakes by essentially alleging that a purge in Sacramento was taking place after Armando left and that DCA treated CSAC like a puppet. I've stated many times on this site that the CSAC is DCA's puppet and here comes Mr. Woodard to make the same claim.

17. Mr. Woodard is informed and believes, and thereon alleges, the systematic discrimination is motivated by serious financial misdealing and to cover up manipulations of CSAC's budget by these same CSAC insiders (the "new guard"). Mr. Woodard is informed and believes, and thereon alleges that the scheme is to replace the senior "old guard" Inspectors with the "new guard," so that certain CSAC insiders and their favored younger "new guard" friends may benefit financially. While California struggles with budget problems, CSAC's "new guard" senior staff is selectively working the favored "new guard" in ways that maximize the income of the select young favorites,

all while discriminating against and minimizing or eliminating work for the older, above-40 Inspectors.

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If this claim sounds familiar to you, it's because we noted during our CSAC budget analysis that the inspector & in-state costs were exorbitant and that full-time state employees were getting paid overtime while working as inspectors.

18. Mr. Woodard is informed and believes, and thereon alleges, that the scheme works as follows. Under the policy and procedures of the State of California full-time state employees are presumed to be working overtime when they work as an inspector for CSAC and receive time and half of the higher of either their regular hourly rate or regular rate as an inspector. They also get paid from portal to portal plus travel expenses (air fare, rental cars, and/or mileage on own car) including meals and lodging. When regular (non full-time state employees) work shows as Athletic Inspectors, they are paid much lower hourly rate. Thus, there is a significant financial benefit to a state employee who is scheduled to work a show, especially if the show is far away. The "new guard" uses this "loop hole" to financially benefit themselves and their favored friends, to the detriment of the senior "old guard" inspectors.

19. To silence dissent and keep the inspectors "in line," CSAC's "new guard" has either gotten rid of or attempted to get rid of the "old guard," and retaliated against those who would speak out for them.

20. For example, rather than using local Athletic Inspectors to save money, the "new guard" assigns favored younger "new guard" inspectors from Sacramento to work LA shows and flying up LA "new guard" inspectors to Northern California to work shows, when local "old guard" inspectors are available to work at far less expense to CSAC. This means that these favored newer younger employees get paid more hours, they get paid portal to portal, they make over time, and they get a per diem.

21. Evidence of these financial misdealings can be seen in CSAC's budget expenses and the actual expenses that have been publically disclosed.

Mr. Woodward is informed and believes, and thereon alleges, that the scheme works as follows. Under the policy and procedures of the State of California full-time state employees are presumed to be working overtime when they work as an inspector for CSAC and receive time and half of the higher of either their regular hourly rate or regular rate as an inspector. They also get paid from portal to portal plus travel expenses (air fare, rental cars, and/or mileage on own car) including meals and lodging. When regular (non full-time state employees) work shows as Athletic Inspectors, they are paid much lower hourly rate. Thus, there is a significant financial benefit to a state employee who is scheduled to work a show, especially if the show is far away. The "new guard"

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Evidence of these financial misdealings can be seen in CSAC’s budget expenses and the actual expenses that have been publicly disclosed.

What adds juice to these claims by Mr. Woodard is that the DCA, in their own insolvency letter to the CSAC on May 31st ([page 7 of 6/26 PDF](#)), admits that there is a problem with inspectors traveling all over the cost in regards to how much it is costing them. Later in the lawsuit filing, Mr. Woodard states the following:

The “new guard” has also discriminated against the “old guard” who objected to this favoritism and the wasting of taxpayer money. The “new guard” has also retaliated against other witnesses who were willing to speak up by not working them. For example, Mr. Woodard listed Jim Russell and J.D. Foreman as witnesses of the age discrimination against him. CSAC stopped working both of them by more than half when they were listed as witnesses, and this continues today.

23. Mr. Douglas and CSAC's "new guard" insiders discriminated against Mr. Woodard by staging a ruse in an attempt to illegally fire him and continue to discriminate against him by not providing him with assignments or back pay on the same terms as under-40 "new guard" Inspectors.

24. Mr. Woodard was informed by CSAC that there had been an extensive investigation into the matters surrounding his attempted termination. Despite Mr. Woodard's request for documentation from that investigation, none were provided.

25. Mr. Woodard was afforded no hearing, notice, progressive discipline, or opportunity to speak on his behalf prior to the attempt at his termination.

26. Mr. Woodard is informed and believes, and thereon alleges, that the allegations against him were not submitted to Consumer Affairs' legal department or the Commission as a body, as required by *Business and Professions Code* Sections 18613 and 154.

27. Mr. Woodard is informed and believes, and thereon alleges that CSAC, in violation of *Government Code* Section 11126(a)(1), did not: conduct a hearing in closed session to examine the allegations against him; give Mr. Woodard twenty-four (24) hours notice prior to taking any actions in closed session; give Mr. Woodard the option to be heard in open session; or give him twenty-four (24) hours notice to exercise such an option had it been made available to him.

28. Mr. Woodard is informed and believes that after the decision to attempt to terminate him was made, the matter of his attempted termination was not submitted to Consumer Affairs' legal department to file a Notice of Adverse Action with State Personnel Board and serve on Mr. Woodard.

29. Therefore, CSAC violated Mr. Woodard's civil rights and his right to due process.

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Therefore, CSAC violated Mr. Woodard's civil rights and his right to due process.

There's a lot of charges being made here. 11126(a)(1) is the DCA's version of due process. It's what the DCA just used to establish their emergency 6/26 South El Monte, CA hearing for George Dodd's job status.

Here is [Business and Professions code 18613](#):

(a) (1) The commission shall appoint a person exempt from civil service who shall be designated as an executive officer and who shall exercise the powers and perform the duties delegated by the commission and vested in him or her by this chapter. The appointment of the executive officer is subject to the approval of the Director of Consumer Affairs.

(2) The commission may employ in accordance with Section 154 other personnel as may be necessary for the administration of this chapter.

(b) This section shall remain in effect only until January 1, 2014, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2014, deletes or extends that date.

Here is [Business and Professions Code 154](#):

Any and all matters relating to employment, tenure or discipline of employees of any board, agency or commission, shall be initiated by said board, agency or commission, but all such actions shall, before reference to the State Personnel Board, receive the approval of the appointing power.

To effect the purposes of Division 1 of this code and each agency of the department, employment of all personnel shall be in accord with Article XXIV of the Constitution, the law and rules and regulations of the State Personnel Board. Each board, agency or commission, shall select its employees from a list of eligibles obtained by the appointing power from the State Personnel Board. The person selected by the board, agency or commission to fill any position or vacancy shall thereafter be reported by the board, agency or commission, to the appointing power.

As you'll see with the screen shot on the next page, Mr. Woodward charges that trouble was brewing with the DCA & CSAC before & after George Dodd's appointment as Executive Director.

30. On July 7, 2009, Mr. Woodard was informed by David Thornton (hereinafter "Thornton"), Interim Executive Officer California State Athletic Commission, that again, there was no assignments available for him with CSAC at that time, but made no mention that Plaintiff had been terminated or was in any other way not eligible to work as an Inspector, as he is fully eligible to work.

31. George Dodd, the current Executive Officer of CSAC and David Thornton, acting on behalf of and with the authority of CSAC, made representations to Plaintiff, directly and through third parties, that he was not terminated and if he contacted CSAC he would receive assignments and his back pay, as the younger (under 40) inspectors had received.

32. Defendants and each of them knew Plaintiff would rely on said representations and cease his pursuant of his legal rights and an action.

33. Plaintiff believing the representations of the Defendants and their agents that all issues had been resolved reasonably relied on them to his detriment, did not pursue his legal rights further, and did not file a legal action.

34. Defendants and each of them knew the representations were false, but made said representations even though they were aware CSAC intended to continue to replace the "old-guard" (inspectors over 40) with the "new guard," (inspectors under 40) who did not possess the requisite skill to properly and consistently perform the duties of an Inspector.

35. On April 5, 2010 Mr. Woodard sent an email to George Dodd requesting payment of raises that inspectors were entitled to after one thousand nine hundred twenty (1920) hours of work that Mr. Woodard had not received, but younger Inspectors had already started receiving payment. Plaintiff continued contacting Defendant until 9/13/2011 Defendant informed Plaintiff that checks for back pay were being issued.

36. Defendant promised to pay Plaintiff aforementioned back pay payments. Mr. Woodard requested an accounting of his hours and how payments were calculated from CSAC, however, CSAC has not provided Mr. Woodard with any such information.

On July 7th, 2009, Mr. Woodard was informed by David Thorton, Interim Executive Officer California State Athletic Commission, that again, there was no assignments available for him with CSAC at that time, but made no mention that Plaintiff had been terminated or was in any other way not eligible to work as an inspector, as he is fully eligible to work.

George Dodd, the current Executive Officer of CSAC and David Thorton, acting on behalf of and with the authority of CSAC, made representations to Plaintiff, directly and through third parties, that he was not terminated and if he contacted CSAC he would receive assignments and his back pay, as the younger (under 40) inspectors had received. Defendants and each of them knew Plaintiff would rely on said representations and cease his pursuant of his legal rights and an action.

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Defendant promised to pay Plaintiff aforementioned back pay payments. Mr. Woodard requested an accounting of his hours and how payments were calculated from CSAC, however, CSAC has not provided Mr. Woodard with any such information.

37. On October 11, 2011, Mr. Woodard sent a letter to George Dodd requesting that Defendant assign Plaintiff to work boxing events for CSAC. Defendant has continued to deny Plaintiff assignments as inspector.

38. Defendant has intentionally excluded and continues to exclude Plaintiff from mandatory training events that Plaintiff needs to attend in order to perform his duties as an Inspector.

39. Athletes are being subjected to potential injuries under the supervision of less capable Inspectors than Plaintiff.

40. Mr. Woodard filed a timely complaint with the Federal Equal Employment Opportunity Office (hereinafter "EEOC Office") a complaint with the State Equal Employment Opportunity Office (hereinafter EEO), and the Department of Fair Employment and Housing (hereinafter "DFEH") based on age discrimination, retaliation, and harassment by the Department of Consumer Affairs.

41. The above-cited actions of defendant were done with malice, fraud, or oppression, and in reckless disregard of the plaintiff's right. Specifically, defendant intentionally and unlawfully attempted to terminate plaintiff from his rightful employment without sufficient cause for termination.

42. Defendant conducted no or insufficient investigation into the alleged reason for termination or knowingly misrepresenting facts clearing plaintiff of any violation of duty under plaintiff's employment contract.

43. Defendant continues to prevent plaintiff from working despite plaintiff's ability and availability to work and high quality of performance at his job.

44. Plaintiff is more highly qualified and capable in his position as an Inspector than many current younger employees who are being scheduled to work events, while Plaintiff has been told there is no work for him.

45. Plaintiff is informed and believes, and herein alleges, that younger inspectors are receiving higher salaries from Defendant to work events than would be paid to Plaintiff had Plaintiff been assigned to work that position.

On October 11, 2011, Mr. Woodard sent a letter to George Dodd requesting that Defendant assign Plaintiff to work boxing events for CSAC. Defendant has continued to deny Plaintiff assignments as inspector.

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Defendant conducted no or insufficient investigation into the alleged reason for termination or knowingly misrepresenting facts clearing plaintiff of any violation of duty under plaintiff's employment contract.

Defendant continues to prevent plaintiff from working despite plaintiff's ability and availability to work and high quality of performance at his job.

Plaintiff is more highly qualified and capable in his position as an Inspector than many current younger employees who are being scheduled to work events, while Plaintiff has been told there is no work for him.

Plaintiff is informed and believes, and herein alleges, that younger inspectors are receiving higher salaries from Defendant to work events than would be paid to Plaintiff had Plaintiff been assigned to work that position.

46. Plaintiff is informed and believes, and herein alleges, that younger inspectors are not being reprimanded by Defendant for actual on the job errors more severe than Plaintiff was falsely reprimanded for as a ruse.

47. Plaintiff is informed and believes, and hereon alleges, that less qualified younger inspectors with a history of on the job errors are actively given assignments by Defendant instead of Plaintiff.

48. Plaintiff has been informed and believes, and hereon alleges, that Defendant has taken retaliatory action against employees of Defendant who speak on Plaintiff's behalf.

49. Plaintiff is informed and believes that Defendants have engaged in retaliatory actions against JD and Russell after they agreed to provide witness testimony on behalf of Mr. Woodard. Such retaliatory action includes, but is not limited to, exclusion from work assignments, lack of opportunity for advancement, and discriminatory behavior.

50. On or about March 19, 2010 Plaintiff's witness, JD filed a formal complaint with the California EEO's office stating Defendant's retaliatory action against him. By letter dated March 24 2010 EEO confirmed receiving his complaint. JD was contacted one time by an Investigator from EEO shortly after filing, but to JD's knowledge the complaint has not been investigated and JD has not been contacted again.

51. On or about March 19, 2010 Plaintiff's witness, Russell filed a formal complaint with the California EEO's office stating Defendant's retaliatory action against him. By letter dated March 24, 2010 EEO confirmed receiving his complaint and that he would be contacted by an Investigator. Russell has not been contacted and as to his knowledge the case has not investigated and Russell has not been contacted again.

Plaintiff is informed and believes, and herein alleges, that younger inspectors are not being reprimanded by Defendant for actual on the job errors more severe than Plaintiff was falsely reprimanded for as a ruse.

Plaintiff is informed and believes, and hereon alleges, that less qualified younger inspectors with a history of on the job errors are actively given assignments by Defendant instead of Plaintiff.

Plaintiff has been informed and believes, and hereon alleges, that Defendant has taken retaliatory action against employees of Defendant who speak on Plaintiff's behalf. Plaintiff is informed and believes that Defendants have engaged in retaliatory actions against JD and Russell after they agreed to provide witness testimony on behalf of Mr. Woodard. Such retaliatory action includes, but is not limited to, exclusion from work assignments, lack of opportunity for advancement, and discriminatory behavior.

On or about March 19, 2010 Plaintiff's witness, JD filed a formal complaint with the California EEO's office stating Defendant's retaliatory action against him. By letter dated March 24, 2010, EEO confirmed receiving his complaint. JD was contacted one time by an Investigator from EEO shortly after filing, but to JD's knowledge the complaint has not been investigated and JD has not been contacted again.

On or about March 19, 2010 Plaintiff's witness, Russell filed a former complaint with the California EEO's office stating Defendant's retaliatory action against him. By letter dated March 24, 2010 EEO confirmed receiving his complaint and that he would be contacted by an Investigator. Russell has not been contacted and as to his knowledge the case has not been investigated and Russell has not been contacted again.

The EEOC opened a file and initiated an investigation. This file remains open and active, though Mr. Woodard is informed that the file will not be assigned for another approximately six months. Because the DFEH is deferring investigation to the EEOC, it has issued Mr. Woodard a "Right to Sue" letter. Therefore, Mr. Woodard may bring this action and need not wait for the EEOC.

So, obviously this lawsuit must be purely a money grab, right? Take a look at this item from the lawsuit filing:

59. All actions of Defendant employer, Defendants and their employees, and agents, and each of them, as herein alleged, were known, ratified, and approved by the officers or managing agents of Defendants' employer, Defendants and each of them, therefore, Plaintiff is requesting that all individuals that are employees of the State of California (CSAC and Department of Consumer Affairs) involved in this illegal behavior including, but limited to, ratification and/or approval of illegal acts of other employees, be terminated for cause by the Defendant, the State of California, (CSAC and Department of Consumer Affairs) pursuant to the California Codes, Rules, and Regulations.

All Actions of Defendant employer, Defendants and their employees, and agenda, and each of them, as herein alleged, were known, ratified, and approved by the officers or managing agents of Defendants' employer, Defendants and each of them, therefore, Plaintiff is requesting that all individuals that are employees of the State of California (CSAC and Department of Consumer Affairs) involved in this illegal behavior including, but limited to, ratification and/or approval of illegal acts of other employees, be terminated for cause by the Defendant, the State of California, (CSAC and Department of Consumer Affairs) pursuant to the California Codes, Rules, and Regulations.

Generally in these kinds of cases, you see the standard claims of money as a remedy. However, this lawsuit wants not just financial remedies but also a judgment order to have the people at DCA & CSAC allegedly responsible for misconduct to be fired.

62. At all times mentioned herein, *Government Code* Section 12940(h) was in full force and effect, and binding upon Defendant CSAC. This section prohibits defendants from discharging, expelling, or otherwise discriminating against any person because the person has opposed any practices forbidden under *Government Code* section 12940 or because a person has filed a complaint, testified, or assisted in a proceeding against that *Government Code* section.

63. Defendant CSAC, their agents, administrators, and supervisors violated and continue to violate this Code Section as described herein.

*At all times mentioned herein, **Government Code Section 12940(h)** was in full force and effect, and binding upon Defendant CSAC. This section prohibits defendants from discharging, expelling, or otherwise discriminating against any person because the person has opposed any practices forbidden under *Government Code* section 12940 or because a person has filed a complaint, testified, or assisted in a proceeding against that *Government Code* section.*

Defendant CSAC, their agents, administrators, and supervisors violated and continue to violate this Code Section as described herein.

Here's [Government Code 12940\(h\)](#):

(h) For any employer, labor organization, employment agency, or person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part.

As noted at the end of the lawsuit filing in regards to a remedy:

4. Termination for cause any and all employees of the State of California involved in this illegal behavior including, but limited to, ratification and/or approval illegal acts of other employees;

Termination for cause any and all employees of the State of California involved in this illegal behavior including, but limited to, ratification and/or approval of illegal acts of other employees;

What this all means

The next step, given that this lawsuit isn't thrown out, is deposition. There are going to be a lot of people who will be happy to talk... and a lot more who won't be so happy to talk under deposition. The lawsuit is just the next chapter of the on-going civil war between the DCA & the CSAC, but a very ugly one that could result in people at the agency turning on each other if stories don't match up.