

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Monica Bachner

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6 FREDERICK BALL

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

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11 FREDERICK BALL,

12 Plaintiff,

13 v.

14 THE CITY OF LOS ANGELES; MORGAN
15 HAIGHT, an individual; and DOES 1 through
16 50, inclusive,

17 Defendants.
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CASE NO. 20STCV27279

COMPLAINT FOR DAMAGES

1. DISCRIMINATION BASED ON RACE IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT
2. RETALIATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT
3. HARASSMENT BASED ON RACE IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT
4. RETALIATION IN VIOLATION OF LABOR CODE § 1102.5(b)
5. DISCRIMINATION IN VIOLATION OF LABOR CODE § 6310

DEMAND FOR JURY TRIAL

1 Based on information and belief, Plaintiff Frederick Ball (“Plaintiff” or “Mr. Ball”) complains
2 and alleges as follows:

3 1. At all relevant times Mr. Ball was an individual residing in the State of California. He
4 was employed as a Senior Golf Instructor at the City of Los Angeles’ Tregnan Golf Academy for
5 twelve (12) years, until his unlawful termination in February 2020.

6 2. Tregnan Golf Academy (hereinafter referred to as “Tregnan” or “the City”) is a
7 training and practice facility designed primarily for youth and is operated by the City of Los Angeles’
8 Department of Recreation and Parks. Located in Griffith Park, the purported mission of Tregnan is to
9 introduce the game of golf to youth with a focus on reaching out to young people from urban areas
10 who have little or no exposure to the game of golf.

11 3. Based on information and belief, at all relevant times, Morgan Haight (“Mr. Haight”)
12 resided in the State of California and was employed by the City as the Director of Instruction at
13 Tregnan Academy.

14 4. The true names and capacities, whether corporate, associate, individual, or otherwise,
15 of Defendant DOES 1 through 50, inclusive, are unknown to Mr. Ball, who therefore sues said
16 Defendants by such fictitious names. Each of the Defendants designated herein as a DOE is
17 negligently, intentionally, or otherwise legally responsible in some manner for the allegations
18 referenced herein. Plaintiff will ask leave of Court to amend this Complaint to show their names and
19 capacities when the same have been ascertained.

20 5. Each of the Defendants named herein acted as the employee, agent, servant, partner,
21 alter-ego and/or joint venture of one or more of the other Defendants named herein. In doing the acts
22 and/or omissions alleged herein, each of said Defendants acted within the course and scope of his or
23 her relationship with any other Defendant and gave and received full consent, permission, and
24 ratification to the acts and/or omissions alleged herein.

25 INTRODUCTION

26 6. Mr. Ball was the only African American youth golf instructor at Tregnan. He was a
27 highly respected and sought-after golf instructor who, after twelve years and over 80,000 golf
28 lessons, had a perfect safety record. Safety is of paramount importance when teaching golf to youths,

1 as the lessons involve groups of young children swinging iron clubs in close proximity and hitting
2 golf balls which can become dangerous projectiles.

3 7. The City fired Mr. Ball in February 2020 after he complained of different treatment
4 based on his race, and after he raised safety concerns directly to Laura Bauernfeind, the head of the
5 City of Los Angeles' Golf Division, regarding fellow Tregnan golf instructor, Kristin Ingram. At the
6 time, Ms. Ingram was a newly hired white female golf instructor who admitted to Mr. Ball that she
7 did not like teaching golf to children. In Ms. Ingram's first six months as a youth golf instructor for
8 the City, four children who were in her classes, suffered injuries. Shortly after Mr. Ball raised these
9 safety concerns to Ms. Bauernfeind, the City placed Mr. Ball on indefinite and unpaid leave without
10 any reason or explanation. Five months later, the City of Los Angeles terminated Mr. Ball's
11 employment. Remarkably, the City admitted that among other reasons, Mr. Ball was terminated
12 because he spoke negatively about Ms. Ingram. The remaining issues on which the City purportedly
13 based Mr. Ball's termination were minor or otherwise contrived. All of the City's purported reasons
14 for terminating Mr. Ball's employment, even if true, were more suited for progressive discipline, not
15 termination of a twelve-year employee with a perfect safety record. Ms. Ingram, whose instruction
16 caused injury to at least four children under her care, remains employed by the City as a youth golf
17 instructor.

18 8. This case is a clear example of the City treating a long-term and respected Black
19 employee differently because of his race and because he complained about a white female golf
20 instructor who created a dangerous and unsafe workplace, and who posed a serious health and safety
21 threat to the children in her care. Rather than protect the children, the City fired Mr. Ball and chose
22 to protect Ms. Ingram.

23 FACTUAL ALLEGATIONS

24 9. During the twelve years Mr. Ball taught youth golf instruction at Tregnan, he received
25 praise and positive reviews from many satisfied parents, including the following:

- 26 • “Thankfully I decided to give it one more try and switch to Frederick [Ball]. What a
27 world of difference. He is engaging. He is teaching the kids.” *November 3, 2012,*
28 *Yelp review of Tregnan Golf Academy, by Lisa C.*

- 1 • “My 8 year old son has been attending this academy for the past 3 months and he
2 loves it. The reason he loves it is because the instructors there are simply the best.
3 Coach Fredrick [Ball] really stands out. He's engaging, funny, extremely structured
4 and spends time wit every child. [sic] He really makes that hour and a half go by so
5 quick... You really can't go wrong with any coach but coach Fredrick [Ball] is truly
6 passionate about teaching as well as the game.” *June 30, 2014, Yelp review of*
7 *Tregnan Golf Academy, by serafin c.*
- 8 • “My daughter had her first experience with golf this week at Tregnan Golf Academy,
9 and it was excellent! At 14, she has never played golf, and really has little interest in
10 sports. She decided to go out for golf at school - not because she knew anything about
11 it, but because she wanted to avoid regular p.e. - so we signed up for a week at
12 Tregnan. Coach Paul, Coach Gabe, and Coach Frederick [Ball] were terrific! They
13 made the week fun and interesting and challenging. My daughter had sore muscles
14 every morning, but never complained. She got up at 6, and was glad to do it. She
15 made friends, she gained skills, and she can't wait to come back! Not only did she
16 enjoy every minute of it, she is now excited to play golf at school AND ready to work
17 at it. Paul, Gabe, and Frederick [Ball] - Thank you!” *June 30, 2017, Yelp review of*
18 *Tregnan Golf Academy by Joe U.*

19 10. In 2017, the City hired Morgan Haight as the new Director of Instruction at Tregnan
20 Academy. Mr. Haight’s racist leanings were apparent even before he was hired by the City of Los
21 Angeles. Mr. Haight informed a Tregnan colleague that he deleted is racially offensive social media
22 posts because he knew the posts might compromise his employment with the City. Once he was
23 hired, Mr. Haight took deliberate steps to undermine and belittle Mr. Ball, the only Black golf
24 instructor at Tregnan. Among other things, Mr. Haight refused to address Mr. Ball as “Coach Ball”,
25 a title that was commonplace for all coaches at Tregnan and a title that conferred respect. Mr. Haight
26 was the only member of the Tregnan staff who persisted in refusing to address Mr. Ball as “Coach”
27 despite polite reminders from Mr. Ball, other coaches, and parents. Further, Mr. Haight changed the
28 long-standing schematic for youth golf lessons so that Mr. Ball – the Senior Golf Instructor - was no

1 longer stationed at the putting green which was a premier location, visible and accessible to parents
2 and the public. After years of conducting lessons at Tregnan, Mr. Haight moved Mr. Ball's lessons to
3 a remote section of the golf course. Mr. Haight also prevented one of Mr. Ball's African American
4 students from practicing at Tregnan, while allowing white students free reign to practice on the
5 course. Once Ms. Ingram was hired, Mr. Haight significantly reduced Mr. Ball's hours and offered
6 increased hours to Ms. Ingram who was recently hired and who was junior to Mr. Ball.

7 11. In or around 2018, the City hired Paul Nassaney as the new Director of Tregnan Golf
8 Academy. Mr. Nassaney became Mr. Ball's and Mr. Haight's direct supervisor. Mr. Ball
9 complained to Mr. Nassaney about how he was being treated differently by Mr. Haight, which Mr.
10 Ball complained was because of his race. Specifically, Mr. Ball complained about Mr. Haight's
11 refusal to address him as "Coach" when he referred to all other instructors as "Coach". Mr. Ball also
12 raised concerns to Mr. Nassaney about Mr. Haight moving him to a less desirable section of the
13 course. Mr. Nassaney took no action to investigate Mr. Ball's complaints.

14 12. After Mr. Nassaney was hired, the City hired a new golf instructor named Kristin
15 Ingram. Ms. Ingram, who is white and under 40 years old, was hired by the City in or around
16 December 2018. The circumstances surrounding Ms. Ingram's hiring were unusual. Despite there
17 being qualified local candidates within the City of Los Angeles for the job of youth golf instructor at
18 Tregnan, Ms. Ingram – who was apparently a close friend or relative of Mr. Nassaney - was a
19 resident of Arkansas at the time she was hired. Ms. Ingram had to relocate to Los Angeles. Once she
20 arrived at Tregnan, the City did not provide Ms. Ingram with any training to prepare her for working
21 with small groups of children swinging golf clubs in close proximity.

22 13. Within six months after Ms. Ingram began teaching golf to youths at Tregnan, four
23 youths suffered injuries while in her class. After a second youth was injured in Ms. Ingram's class,
24 she admitted to Mr. Ball that she does not like working with children and would much rather work
25 with adults. Mr. Ball, an experienced youth golf instructor with a perfect safety record, became
26 concerned for the safety of the children in Ms. Ingram's classes. He warned two other instructors that
27 Ms. Ingram posed a safety danger and he predicted more injuries. Mr. Ball also alerted the Director,
28 Mr. Nassaney, that Ms. Ingram was not qualified to work with children, that she admitted to him she

1 did not like working with children, and he warned Mr. Nassaney that more injuries would likely
2 occur.

3 14. As predicted, within sixty days of Mr. Ball alerting the Director to the safety threat
4 posed by Ms. Ingram, another child was severely injured while taking instruction from her. The
5 injury occurred on August 8, 2019 at Tregnan. Mr. Ball observed that a child, who just minutes
6 before was in Ms. Ingram’s class, had a gash of approximately six inches on his forehead that was
7 bleeding profusely. The youth, who was ten years old, had been struck in the head with an iron golf
8 club that was swung by another child who was also in Ms. Ingram’s class. Mr. Nassaney was aware
9 of the injury; yet for over an hour, Mr. Nassaney refused to call 911. He also failed to complete a
10 timely and accurate injury report, or to summon emergency medical attention for the obvious, severe
11 head injury. Instead, Mr. Nassaney had the child sit in the office and wait for his mother to arrive.
12 Mr. Ball observed that the child was in shock and bleeding from the gash in his head, and he
13 repeatedly urged Mr. Nassaney to call for immediate medical attention. Instead, Mr. Nassaney
14 ordered Mr. Ball to go back to work.

15 15. Even after this horrific head injury that required the youth to have multiple stitches in
16 his head, the City knowingly placed children in danger by continuing to allow Ms. Ingram to teach
17 golf lessons to groups of youths. Thereafter, and as expected, another child was injured while taking
18 group lessons in Ms. Ingram’s class. The City took steps to cover-up these injuries.

19 16. On or about Friday, August 23, 2019, Mr. Ball called Laura Bauernfeind, the Golf
20 Manager for the City of Los Angeles to report the recent injuries at Tregnan and to raise concerns
21 about the qualification and performance of Ms. Ingram. Before raising the safety complaint, or any
22 other complaints, Mr. Ball first expressed to Ms. Bauernfeind that he was concerned that his
23 complaint would result in retaliation. In response, Ms. Bauernfeind assured Mr. Ball that he should
24 not be concerned and that she personally would ensure “complete confidentiality.” With this
25 assurance, Mr. Ball reported to Ms. Bauernfeind that in the previous six months, four youths were
26 seriously injured while taking golf lessons from new instructor, Kristin Ingram. Ms. Bauernfeind told
27 Mr. Ball that she had no knowledge of the injuries. She further told Mr. Ball that she would open an
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1 investigation into his complaints, and that proper measure would be taken with regard to
2 confidentiality.

3 17. On September 6, 2019, just two weeks after Mr. Ball made his complaints to Ms.
4 Bauernfeind, and after he also complained to Mr. Nassaney about the unsafe conditions created by
5 Ms. Ingram, Mr. Ball received a text message from Mr. Nassaney directing him not to return to work.
6 The text from Mr. Nassaney read: “HR has advised me to take you off schedule indefinitely. Please
7 do not show up to work on Saturday...” Mr. Nassaney provided no reason whatsoever as to why,
8 after twelve years, Mr. Ball was taken off the schedule. Having heard nothing from Human
9 Resources or Mr. Nassaney by the next day, Mr. Ball went to Tregnan on September 7, 2020 to
10 collect personal belongings and to seek clarification from Mr. Nassaney about his confusing text
11 message. However, upon his arrival at Tregnan – a place where Mr. Ball worked without incident for
12 twelve years – he was intercepted by Mr. Nassaney and Mr. Haight who would not let him enter the
13 office.

14 18. Neither Mr. Nassaney nor Mr. Haight had anything in writing from Human Resources
15 to explain why Mr. Ball was not allowed to enter the facility and to begin work, as he had every
16 Saturday for the last twelve years. The only response they provided was that Mr. Ball would “be
17 hearing from HR.” Mr. Ball then collected his personal belongings and was prepared to leave when
18 he observed six armed Park Rangers rapidly approached him in three different vehicles. Mr.
19 Nassaney had apparently perceived Mr. Ball’s peaceful inquiry about his employment as a threat and
20 called the Park Rangers who created an unnecessary and hostile spectacle to remove Mr. Ball from
21 the facility. Mr. Ball, shocked and frightened by the threatening presence of armed Park Rangers, left
22 peacefully and without incident. He also left without any clarity as to the status of his employment.

23 19. As of September 21, 2019, Mr. Ball had not heard anything from HR or from anyone
24 at the City about the status of his employment or why he was placed on leave in the first place. In
25 response to Mr. Ball’s repeated inquiries, Mr. Nassaney’s only response was that he was taken off of
26 the schedule, he was banned from Tregnan, and he would hear from HR. But it had been eleven
27 business days, and Mr. Ball had heard nothing from HR. Mr. Ball even contacted Rick Rienesmitch,
28 Ms. Bauernfeind’s direct report, for an explanation as to why, after twelve years, the City no longer

1 allowed him at Tregnan. Mr. Rienesmitch had no explanation other than to tell Mr. Ball that he
2 would be hearing from HR. When Mr. Ball asked Mr. Nassaney repeatedly for a contact person in
3 HR, Mr. Nassaney refused to provide that information.

4 20. On or about September 23, 2019, Mr. Ball contacted Paola Ferrari of the City of Los
5 Angeles Human Resources Department and complained that he was being singled out because of his
6 race and his age. She too was unable to explain why the City had banned Mr. Ball from Tregnan,
7 other than to say that there were complaints against him and he would have her written report by the
8 end of the week. However, Mr. Ball did not hear anything from the City for the next *five months*.
9 During the five months that the City placed Mr. Ball on an indefinite and unpaid leave, his complaint
10 was not investigated and he was not provided any clarity as to why he was placed on leave or how
11 long it would last, and he received no pay whatsoever.

12 21. On or about February 13, 2020 the City notified Mr. Ball that he was terminated. The
13 City cited four random minor incidents, all of which conveniently occurred in August of 2019 – just
14 one month before Mr. Ball made his whistleblower, protected complaint to Ms. Bauernfeind.
15 Notably the City’s termination documentation was not complete as it referred to “supporting
16 statements” – none of which were attached to Mr. Ball’s termination paperwork, and none of which
17 have been provided to Mr. Ball to date. Incredibly, one of the reasons the City terminated Mr. Ball
18 was because he, “spoke negatively about Recreation Instructor, Kristin Ingram’s performance and
19 experience.” This is the same Kristin Ingram whose performance caused injury to multiple youths,
20 and in response to which the City did nothing other than punish Mr. Ball in an effort to silence him.

21 22. The City’s reasons for terminating Mr. Ball are contrived and unsupported. The real
22 reasons the City terminated Mr. Ball’s twelve-year employment is because he is African American;
23 because he complained about the different treatment he received due to his race; and, because he
24 blew the whistle on the dangerous and unsafe working conditions created by Ms. Ingram, and the
25 City’s attempts to cover-up the injuries to youths under Ms. Ingram’s supervision.

26 23. Mr. Ball has exhausted his administrative remedies by filing a complaint with the
27 State of California, Department of Fair Employment and Housing on April 27, 2020. Mr. Ball
28 received a right to sue letter the same day. Mr. Ball amended his complaint on July 14, 2020 and was

1 issued an amended Right to Sue letter the same day. Mr. Ball’s Amended Right to Sue letter is
2 attached hereto as Exhibit “A”.

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4 **FIRST CAUSE OF ACTION**
5 **DISCRIMINATION BASED ON RACE IN VIOLATION OF CALIFORNIA**
6 **GOVERNMENT CODE §§ 12940(a) *et seq.***
7 **(Against Defendant City of Los Angeles, and Does 1 through 50)**

8 24. Plaintiff restates and incorporates by this reference as if fully set forth herein
9 Paragraphs 1 through 23, inclusive, of this Complaint.

10 25. Mr. Ball was at all times herein an “employee” as defined by California Gov’t Code
11 §§12926(c) and within the meaning of California Gov’t Code §§ 12940(a) and (c) which prohibit
12 discrimination based on race in employment.

13 26. Defendant City of Los Angeles was at all relevant times the “employer” as defined by
14 defined by California Gov’t Code §§ 1296(d) and within the meaning of California Gov’t Code §§
15 12940(a) and (c) and, as such, was barred from discriminating or retaliating in employment decision
16 on the basis of race as set forth in California Gov’t Code §12940.

17 27. Defendant discriminated against Mr. Ball because of his race in violation of California
18 Gov’t Code §§ 12940(a) and (c), Article I of the California Constitution and related statutes. Mr. Ball
19 was the only African American golf instructor at Tregnan Golf Academy. Because of his race, Mr.
20 Ball was treated less favorably than other golf instructors at Tregnan, as alleged herein, and was
21 subjected to adverse employment action including an unpaid leave that lasted five months and
22 termination of his twelve-year employment with the City.

23 28. As a result of Defendant’s discrimination, Mr. Ball has suffered and continues to
24 suffer loss of past wages, loss of future wages, loss of retirement benefits, loss of medical and other
25 benefits, and other financial harm, all to be proven at trial, but in an amount in excess of the
26 jurisdictional limits of this court.

1 and other benefits, and other financial harm, all to be proven at trial, but in an amount in excess of the
2 jurisdictional limits of this court.

3 43. Mr. Ball has also suffered general damages stemming from Defendant's
4 discriminatory conduct, including but not limited to emotional and mental distress, humiliation,
5 embarrassment, shock, pain, depression, and anxiety in an amount to be proven at trial.

6 44. Additionally, Defendant Haight engaged in malice, fraud and oppression by
7 knowingly violating Mr. Ball's rights to be free from harassing conduct. The City had in place
8 policies and procedures that specifically prohibited harassment, discrimination and retaliation based
9 on race and required its managers, officers, and agents to prevent discrimination and harassment. Mr.
10 Haight was aware of the City's policies and procedures prohibiting harassment based on race,
11 however, he consciously and willfully chose to ignore and refuse to employ said policies and
12 procedures with respect to Mr. Ball and therefore, Mr. Haight's outrageous conduct was fraudulent,
13 malicious, oppressive, and was done in wanton disregard for the rights of Mr. Ball. Mr. Ball should,
14 therefore, be awarded exemplary and punitive damages against Mr. Haight in an amount to be
15 established that is appropriate to punish Mr. Haight and deter others from engaging in such conduct.
16 Mr. Ball thereby seeks punitive damages against Mr. Haight in an amount to be determined by a jury
17 and enough to deter future conduct, as permitted under California.

18 45. Mr. Ball has also incurred and will incur attorney's fees in prosecuting this action and
19 is entitled to such fees pursuant to Cal. Government Code, section 12965(b), as well as all other costs,
20 permitted by law.

21 **FOURTH CAUSE OF ACTION**

22 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5(b)**

23 **(Against Defendant City of Los Angeles, and Does 1 through 50)**

24 46. Plaintiff restates and incorporates by this reference as if fully set forth herein
25 Paragraphs 1 through 23, inclusive, of this Complaint.

26 47. During the relevant time period, Mr. Ball was employed by the City of Los Angeles as
27 a Senior Golf Instructor at Tregnan Golf Academy.

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1 48. On or about August 16, 2019, Mr. Ball called Laura Bauernfeind, the Golf Manager
2 for the City of Los Angeles, to report the recent injuries to youth at Tregnan, and to raise concerns
3 about the qualification and performance of newly hired golf instructor Kristin Ingram – someone
4 whose instruction Mr. Ball believed posed a serious health and safety threat to the children in her
5 care. Specifically, Mr. Ball reported to Ms. Bauernfeind that in the preceding six months, four
6 children were seriously injured while taking golf lessons from new instructor, Ms. Ingram, including
7 one severe head injury to a ten year old child. Just weeks prior, Mr. Ball made a similar complaint to
8 Mr. Nassaney about the dangerous conditions created by Ms. Ingram. Ms. Bauernfeind admitted to
9 Mr. Ball that she had no knowledge of the injuries. Ms. Bauernfeind told Mr. Ball that she would
10 open an investigation into his complaint.

11 49. On September 6, 2019, approximately two weeks after making this complaint to Ms.
12 Baunerfeind and without any explanation from the City, Mr. Ball was placed on an indefinite and
13 unpaid leave.

14 50. Approximately five months later, in February 2020, and before Mr. Ball ever returned
15 to work at Tregnan, he received final notice from the City that his employment was terminated, in
16 part because he was critical of Ms. Ingram.

17 51. Mr. Ball’s complaints, which disclosed what he reasonably believed to be serious
18 safety violations and the City’s attempt to cover-up the pattern of injuries related to Ms. Ingram’s
19 instruction, were a contributing factor in the City’s decision to terminate his employment.

20 52. As a direct and proximate result of the City’s termination of Mr. Ball’s employment,
21 Mr. Ball has suffered and continues to suffer loss of past wages, loss of future wages, loss of
22 retirement benefits, loss of medical and other benefits, and other financial harm, all to be proven at
23 trial, but in an amount in excess of the jurisdictional limits of this Court.

24 53. Mr. Ball has also suffered general damages stemming from Defendant’s
25 discriminatory conduct, including but not limited to emotional and mental distress, humiliation,
26 embarrassment, shock, pain, depression, and anxiety in an amount to be proven at trial.

27 54. Mr. Ball has also incurred and will incur attorney’s fees in prosecuting this action and
28 is entitled to such fees as permitted by law.

1 62. Mr. Ball's bona fide complaint, which disclosed unsafe working conditions, was a
2 substantial motivating reason for the City's decision to place Mr. Ball on unpaid leave and to
3 eventually terminate his 12-year employment.

4 63. As a direct and proximate result of the City placing Mr. Ball on unpaid leave and
5 eventually terminating his employment, Mr. Ball has suffered and continues to suffer loss of past
6 wages, loss of future wages, loss of retirement benefits, loss of medical and other benefits, and other
7 financial harm, all to be proven at trial, but in an amount in excess of the jurisdictional limits of this
8 Court.

9 64. Mr. Ball has also suffered general damages stemming from Defendant's
10 discriminatory conduct, including but not limited to emotional and mental distress, humiliation,
11 embarrassment, shock, pain, depression, and anxiety in an amount to be proven at trial.

12 65. Mr. Ball has also incurred and will incur attorney's fees in prosecuting this action and
13 is entitled to such fees as permitted by law.

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15 **WHEREFORE**, Plaintiff prays for judgment as follows:

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17 1. For compensatory damages, including losses arising from mental and emotional
18 distress and other special and general damages, in an amount according to proof at trial;
- 19 2. For medical and related expenses according to proof;
- 20 3. For lost earnings and related expenses according to proof;
- 21 4. For special damages, according to proof;
- 22 5. For general damages, according to proof;
- 23 6. For reinstatement;
- 24 7. For civil penalties as allowed by law;
- 25 7. For attorneys' fees and costs, as allowed by law;

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- 1 9. For prejudgment interest on all amounts claimed, as allowed by law; and
- 2 10. For such other and further relief as the Court deems just and proper.

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Dated: July 21, 2020

CollinsKim LLP

By: *Dawn T. Collins*
DAWN T. COLLINS
TAE KIM
Attorneys for Plaintiff Frederick Ball

DEMAND FOR JURY TRIAL

Plaintiff Frederick Ball hereby demands trial by jury in this action.

Dated: July 21, 2020

COLLINS KIM, LLP

By: *Dawn T. Collins*

DAWN T. COLLINS

TAE KIM

Attorneys for Plaintiff

FREDERICK BALL

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EXHIBIT A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
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July 14, 2020

Dawn Collins
CollinsKim, LLP, 515 S Flower Street, 18th Floor
Los Angeles, California 90071

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202004-09845107
Right to Sue: Ball / City of Los Angeles (Tregnan Golf Academy)

Dear Dawn Collins:

Attached is a copy of your **amended** complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the DFEH. (Cal. Code Regs., tit. 2, § 10022.)

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

Sincerely,

Department of Fair Employment and Housing

1 **Additional Complaint Details:** Mr. Ball was a Senior Golf Instructor at the City of
2 Los Angeles' Tregan Golf Academy where he had worked for twelve (12) years.
3 Mr. Ball, who is African American, was subjected to a hostile work environment by
4 Morgan Haight, Tregan's Director of Instruction. Mr. Haight engaged in a pattern of
5 conduct that undermined and belittled Mr. Ball because of Mr. Ball's race. In
6 September 2020, Mr. Ball's direct supervisor, Paul Nassaney, placed Mr. Ball on an
7 indefinite and unpaid leave after Mr. Ball raised complaints to Mr. Nassaney about
8 how he was being treated differently by Mr. Haight because of his race. Mr. Ball
9 also raised complaints to Laura Bauernfeind - Golf Manager, City of Los Angeles -
10 about the dangerous and unsafe working conditions created by new golf instructor,
11 Kristin Ingram. Ms. Ingram is caucasian and under forty and was recently hired by
12 the City as a youth golf instructor at the Tregan Golf Academy. Mr. Ball
13 complained that within months of Ms. Ingram's hire, at least four youths were injured
14 while taking her class. Days after Mr. Ball raised these serious health and safety
15 concerns , Mr. Nassaney had Mr. Ball escorted from Tregan by armed Park
16 Rangers - an unnecessary and hostile spectacle for a long-term employee of the
17 City. Ms. Ingram, on the other hand, remained employed as a golf instructor despite
18 the imminent risk of harm to children. Mr. Ball was singled out for different treatment
19 and placed on unpaid and indefinite leave. After being placed on leave, Mr. Ball
20 raised further concerns to Mr. Nassaney, Ms. Baunerfeind as well as Paola Ferrari of
21 Human Resources that he was being singled out because of his race (African
22 American) and his age (55). Thereafter, effective February 13, 2020, the City
23 terminated Mr. Ball.
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1 VERIFICATION

2 I, **Dawn T. Collins**, 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 July 14, 2020, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Los Angeles, CA