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5 Attorneys for Plaintiffs  
6 DANIEL CALICHMAN and  
THEOTHOROS CHRONOPOULOS

**CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court**

**MAY 28 2013**

John A. Clarke, Executive Officer/Clerk  
By *[Signature]* Deputy  
**DAWN ALEXANDER**

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

11 DANIEL CALICHMAN and  
12 THEOTHOROS CHRONOPOULOS,  
13 Plaintiffs,

14 v.  
15 CHIVAS USA SOCCER LLC, a limited  
liability company; CHIVAS USA  
16 ENTERPRISES LLC, a limited liability  
company; CHIVAS USA FUTBOL  
17 EDUCATION, LLC, a limited liability  
company; INSPERITY, INC., a corporation,  
18 INSPERITY BUSINESS SERVICES, L.P., a  
limited partnership or other business entity;  
19 and DOES 1 through 50, inclusive,  
20 Defendants.

Case No. **BC510075**

**COMPLAINT FOR DAMAGES:**

- (1) DISCRIMINATION BASED ON NATIONAL ORIGIN, ETHNICITY AND RACE  
[Cal. Gov't Code § 12940, *et seq.*]
- (2) HARASSMENT BASED ON NATIONAL ORIGIN, ETHNICITY AND RACE  
[Cal. Gov't Code § 12940(j), *et seq.*]
- (3) FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION AND HARASSMENT  
[Cal. Gov't Code § 12940(k)]
- (4) RETALIATION  
[Cal. Gov't Code § 12940(h)]
- (5) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
- (6) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
- (7) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**DEMAND FOR TRIAL BY JURY**

1 Plaintiffs DANIEL CALICHMAN (“MR. CALICHMAN”) and THEOTHOROS  
2 CHRONOPOULOS (hereinafter “MR. CHRONOPOULOS”), collectively referred to as  
3 “PLAINTIFFS”, as individuals, complain and allege as follows:  
4

5 1. In this action, MR. CALICHMAN and MR. CHRONOPOULOS, both of  
6 whom are former MLS professional soccer players and former members of the U.S. National Soccer  
7 Team, allege, among other things, that they were unlawfully terminated from their positions as  
8 coaches for MLS franchise Chivas USA because they were neither Mexican nor Latino. They allege  
9 that the defendants – their employers and the entities who own and control Chivas USA – fired them  
10 as part of an ethnocentric policy and practice of discriminating against and terminating non-Mexican  
11 and non-Latino employees in violation of the anti-discrimination and anti-harassment laws of the  
12 State of California (codified at California Gov’t Code §§ 12940, *et seq.*). Specifically, the  
13 defendants, at the behest of Chivas USA’s new sole owner, Jorge Vergara, sought to import and  
14 implement similar discriminatory employment practices to those practiced by Chivas de Guadalajara  
15 – a professional Mexican soccer team that systematically refuses to field any non-Mexican  
16 individuals. Rather than base their employment decisions solely on considerations of merit or skill –  
17 as do all other MLS franchises – Chivas USA management unlawfully makes personnel decisions on  
18 the basis of ethnicity and national origin. MR. CALICHMAN and MR. CHRONOPOULOS, both of  
19 whom performed their coaching duties in an exemplary manner, were suspended in January 2013 and  
20 terminated in March 2013. In explaining the actions, Chivas USA President, Jose David, informed  
21 them that Chivas USA was going back to its Mexican roots – a sentiment echoed by Jorge Vergara,  
22 who brazenly pronounced, “If you don’t speak Spanish, you can go work for the Galaxy.”  
23

24 2. Defendants’ effort to cull and eliminate non-Mexican and non-Latino  
25 employees, while perhaps acceptable in Mexico, constitutes a violation of both California and  
26 Federal law, which mandate that employers make employment decisions – including hiring and  
27 firing – without regard to an individual’s national origin, ethnicity or race. By this action, MR.  
28

1 CALICHIMAN and MR. CHRONOPOULOS challenge defendants' conduct and seek to secure all  
2 legal remedies and relief to which they may be entitled, as to be determined by a Court and/or a jury.

3  
4 **JURISDICTION AND VENUE**

5  
6 3. The Court has personal jurisdiction over the defendants because they are  
7 residents of and/or are doing business in the State of California.

8  
9 4. Venue is proper in this County in accordance with Section 395(a) of the  
10 California Code of Civil Procedure because the defendants, or some of them, reside in this County,  
11 and the injuries alleged herein occurred in this County. In the alternative, venue is appropriate in this  
12 County in accordance with Section 395(a) and Section 395.5 of the California Code of Civil  
13 Procedure because defendants and PLAINTIFFS contracted to perform their obligations in this  
14 County, the contract was entered into in this County, and because the liability, obligation and breach  
15 occurred within this County. Venue is further appropriate in this county in accordance with Section  
16 12965(b) of the California Government Code because the unlawful practices alleged by  
17 PLAINTIFFS in violation of the California Fair Employment and Housing Act [Cal. Gov't Code §§  
18 12940, *et seq.*] were committed in this county.

19  
20 **PARTIES**

21  
22 5. MR. CALICHMAN is a Caucasian, non-Latino, American individual who  
23 resides and, at all relevant times during the events alleged herein, resided in the County of Los  
24 Angeles, State of California. MR. CALICHMAN is a former professional soccer player, who  
25 played in the Major League Soccer ("MLS") league and also played for the U.S. National team.

26  
27 6. MR. CHRONOPOULOS is a Caucasian, non-Latino, American individual,  
28

1 who resides and, at all relevant times during the events alleged herein, resided in the County of San  
2 Bernardino, State of California. MR. CHRONOPOULOS is a former professional soccer player,  
3 who played in the MLS and also played for the U.S. National team.  
4

5 7. The rights to relief asserted by PLAINTIFFS, as alleged herein, arise from the  
6 same transaction or series of transactions.  
7

8 8. PLAINTIFFS are informed and believe, and thereon allege, that defendants  
9 CHIVAS USA SOCCER LLC, CHIVAS USA ENTERPRISES LLC, CHIVAS USA FUTBOL  
10 EDUCATION LLC, INSPERITY, INC., INSPERITY BUSINESS SERVICES, L.P., and DOES 1  
11 through 25 are and, at all times mentioned herein, were a limited liability companies, corporations  
12 and/or other business entities qualified to and doing business in the County of Los Angeles, State of  
13 California. PLAINTIFFS are further informed and believe, and thereon allege, that said defendants  
14 are and were, at all relevant times mentioned herein, “employer[s]” within the meaning of Sections  
15 12926(d) and 12940(j)(4)(A) of the California Government Code.  
16

17 9. PLAINTIFFS are informed and believe, and thereon alleges, that  
18 defendants CHIVAS USA SOCCER LLC, CHIVAS USA ENTERPRISES LLC, and CHIVAS USA  
19 FUTBOL EDUCATION LLC (hereinafter collectively referred to as “CHIVAS USA”) are, together,  
20 an integrated enterprise, containing, among other things, interrelation of operations, common  
21 management and centralized control of labor relations.  
22

23 10. PLAINTIFFS are informed and believe, and thereon alleges, that  
24 defendants INSPERITY, INC. and INSPERITY BUSINESS SERVICES, L.P. (hereinafter  
25 collectively referred to as “INSPERITY”) are, together, an integrated enterprise, containing, among  
26 other things, interrelation of operations, common management and centralized control of labor  
27 relations.  
28

1           11.     PLAINTIFFS are informed and believe, and thereon allege, that defendants  
2 CHIVAS USA and INSPERITY are joint employers.

3  
4           12.     The true names and capacities, whether corporate, associate, individual or  
5 otherwise of defendants DOES 1 through 50, inclusive, are unknown to PLAINTIFFS, who therefore  
6 sues said defendants by such fictitious names. Each of the defendants designated herein as a DOE is  
7 negligently or otherwise legally responsible in some manner for the events and happenings herein  
8 referred to and caused injuries and damages proximately thereby to PLAINTIFFS, as herein alleged.  
9 PLAINTIFFS will seek leave of Court to amend this Complaint to show their names and capacities  
10 when the same have been ascertained.

11  
12           13.     At all times herein mentioned, defendants, and each of them, were the agents,  
13 representatives, employees, successors and/or assigns, each of the other, and at all times pertinent  
14 hereto were acting within the course and scope of their authority as such agents, representatives,  
15 employees, successors and/or assigns and acting on behalf of, under the authority of, and subject to  
16 the control of each other.

17  
18                                   **FACTS COMMON TO ALL CAUSES OF ACTION**

19  
20     **A.     C.D. Chivas de Guadalajara and its “Mexican-Only” Policy**

21  
22           14.     Club Deportivo (“C.D.”) Guadalajara is a professional soccer franchise  
23 located in Guadalajara, Mexico. Founded in 1904, the team is commonly known as “Chivas” or  
24 “Chivas de Guadalajara,” and has a long history both in Mexican and international competition and  
25 tournament play.

26  
27           15.     Since 1908, “Chivas” has implemented and followed a discriminatory  
28

1 employment policy and practice by which it only hires and fields Mexican-born players and/or  
2 players of Mexican descent. Any player who is not qualified to play for the Mexican National team  
3 is excluded from consideration for hire at Chivas. This “Mexican-only” policy – which the team  
4 continues to follow today -- would be *per se* illegal in the United States or California and stands in  
5 stark contrast to most professional teams around the world, which generally attempt to field the most  
6 talented players, regardless of their country of origin. As a recent well-known example, world  
7 famous soccer star David Beckham, of England, was hired by the Los Angeles Galaxy between 2007  
8 and 2012 despite the fact that, under FIFA rules, he is precluded from playing for the U.S. National  
9 team. Similarly, Mr. Beckham also played for a time with Real Madrid despite the fact that he  
10 would not have been qualified to play on the Spanish National team.

11  
12 **B. C.D. Chivas de Guadalajara is Purchased by Jorge Vergara Madrigal**

13  
14 16. On October 31, 2002, Chivas de Guadalajara was acquired by Jorge Vergara  
15 Madrigal. Mr. Vergara is a successful Mexican business magnate, who founded a well-known  
16 dietary supplement company called Omnilife and owns extensive real estate holdings, a film  
17 production company and a fleet of private jets, among other holdings and acquisitions. Despite the  
18 change in ownership, Mr. Vergara maintained Chivas’ “Mexican-only” hiring policy.

19  
20 17. Within a few years of acquiring Chivas de Guadalajara, Mr. Vergara made  
21 plans to expand the Chivas brand by establishing a professional Chivas soccer franchise in the  
22 United States and, specifically, in Southern California.

23  
24 **C. Mr. Vergara and His Business Partners Establish CHIVAS USA**

25  
26 18. In or about 2004, Mr. Vergara and two business partners, Antonio and  
27 Lorenzo Cue, through CHIVAS USA, founded the C.D. Chivas USA (“Chivas USA”) soccer  
28 franchise. In 2005, Chivas USA began playing and competing in the professional Major League

1 Soccer ("MLS") league. Chivas USA plays its games at the Home Depot Center in Carson,  
2 California – a venue it shares with the MLS champion Los Angeles Galaxy.

3  
4 19. As an employer in the United States and in the State of California, CHIVAS  
5 USA, unlike Chivas de Guadalajara in Mexico, is subject to the California Fair Employment and  
6 Housing Act and Title VII of the Civil Rights Act and is prohibited from discriminating against  
7 employees and applicants on the basis of, *inter alia*, race, national origin and ethnicity.

8  
9 **D. MR. CALICHMAN and MR. CHRONOPOULOS Commence Employment with**  
10 **CHIVAS USA and INSPERITY**

11  
12 20. As with Chivas de Guadalajara, CHIVAS USA owns and operates a soccer  
13 development program called the Chivas USA Youth Academy ("Academy"), which is purportedly  
14 designed to identify and develop future players for the Chivas USA professional team (also known as  
15 the Chivas USA "First Team"). The Chivas USA Academy has several teams, arranged by age, that  
16 compete against other academy teams. Although the structure of the Academy undergoes minor  
17 changes from time to time, it is generally structured as follows: The youngest level is Under 8 to  
18 Under 11 ("U8 to U11") team, or "Juniors," which includes players between the ages of 8 and 11.  
19 Next is the Under 12 to Under 13 ("U12 to U13"), which includes players between 11 and 13. Next  
20 is the Under 14 to Under 15 ("U14 to U15") team, which includes players between the ages of 13 and  
21 15. All these teams compete in the Southern California Development League. The next level is the  
22 Under 16 ("U16") team, which includes players between the ages of 15 and 16, followed by the  
23 Under 18 ("U18") team, which includes players between the ages of 17 and 18. These two teams  
24 compete in a national league run by US Soccer, which is the governing body of the United States.  
25 Finally, there are the Reserves and, then, the First (or professional level) Team, which competes  
26 against other professional soccer franchises in the MLS.

1                   21.     On or about August 15, 2011, MR. CHRONOPOULOS commenced  
2 employment with defendants CHIVAS USA/INSPERITY in the position of Chivas USA Academy  
3 Director, Head Coach of the U11 Academy Team and First Team Staff Coach. MR.  
4 CHRONOPOULOS was responsible for, among other things, managing all technical and  
5 administrative duties associated with the Chivas USA Academy, coaching the U11 Academy Team,  
6 periodically attending First Team sessions, developing monthly and season plans, ensuring that  
7 player development and program goals are met, and for ensuring that all players and coaches conduct  
8 themselves professionally on and off the field.

9  
10                   22.     On or about August 15, 2011, MR. CALICHMAN commenced employment  
11 with defendants CHIVAS USA/INSPERITY in the position of Head Coach of the U18 Chivas USA  
12 Academy Team. MR. CALICHMAN reported directly to MR. CHRONOPOULOS and was  
13 responsible for, among other things, coaching, managing and recruiting for the U18 Chivas USA  
14 Academy Team and for assisting, as needed, the First Team.

15  
16                   23.     At all times during their employment, MR. CALICHMAN and MR.  
17 CHRONOPOULOS excelled in their positions and established a record of excellent work  
18 performance. This record was acknowledged by CHIVAS USA management and by the parents and  
19 families of Academy players. It is also verified by the successful records achieved by the Academy  
20 teams they coached.

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1 **E. Mr. Vergara Buys Out His CHIVAS USA Partners and – in an Effort to Mirror the**  
2 **Discriminatory Hiring Practices of Chivas de Guadalajara – Begins to Systematically**  
3 **Discriminate Against Non-Latino Employees, Creating a Hostile and Intimidating**  
4 **Work Environment Based on National Origin, Ethnicity and Race.**

5  
6 24. In or about August 2012, Jorge Vergara acquired the 50% ownership interest  
7 of his business partners and became (along with his wife, Angelica Fuentes) the sole owner of the  
8 Chivas USA team and, thus, assumed full and complete control of the CHIVAS USA entities.

9  
10 25. Upon assuming sole ownership and control of CHIVAS USA, Mr. Vergara  
11 undertook a systemic effort to reverse what he perceived as the “Americanization” of CHIVAS USA  
12 and to implement a discriminatory employment policy similar to the ethnocentric “Mexican only”  
13 policy that exists at Chivas de Guadalajara. Mr. Vergara’s discriminatory design included, without  
14 limitation, replacing players and staff who had no Mexican or Latino heritage with those who did  
15 have Mexican or Latino heritage or who, at a minimum, had some connection to Mexico (for  
16 example, being married to a Mexican spouse). As Mr. Vergara was quoted in the press, “This is the  
17 return of the prodigal son . . . From its inauguration, the plan was to make Chivas USA the son of  
18 Chivas de Guadalajara. Along the way it got away from that and the clubs suffered a divorce in  
19 philosophy and structure.”

20  
21 26. In carrying out CHIVAS USA’s discriminatory practice and design, Mr.  
22 Vergara installed Mexican individuals in virtually all of the highest management and executive  
23 positions at CHIVAS USA. José David, a Mexican national, was hired as President. He appointed  
24 José Luis Real, a Mexican national, to be in charge of all CHIVAS USA’s soccer operations  
25 (including, without limitation, supervision of coaching staff, players and the Youth Academy). And,  
26 he hired another Mexican – José Luis Sánchez Solá (known familiarly by his nickname, “El Chelis”)  
27 – as the Head Coach of the First Team. Recently, he installed Juan Francisco Palencia, yet another  
28 native of Mexico, as Director of Soccer.

1                   27.     Upon his hire as Head Coach of the First Team, José Luis Sánchez Solá (“El  
2 Chelis”) brazenly confirmed the new discriminatory practice. As he was quoted at the time, "We  
3 need to win games because we have won very little and we need to bring Mexican players, Chivas  
4 players, make them believe and bring that, that in the last eight, nine years, Chivas USA has not been  
5 able to do . . . The team does not have an identity and, up until today, has been flavorless. And that's  
6 what motivated me to accept (the job)."  
7

8                   28.     In short, Mr. Vergara uniformly installed Mexican individuals in the positions  
9 of Head Coach, President and Director of Soccer.  
10

11                   29.     On or about November 8, 2012, MR. CHRONOPOULOS met with CHIVAS  
12 USA’s President, Jose David. MR. CHRONOPOULOS told Mr. David that there were rumors  
13 circulating throughout the organization that the Chivas USA staff, including the Academy staff, was  
14 going to be let go and replaced by Mexican-American employees, and that CHIVAS USA, including  
15 the Academy, was only going to recruit Mexican-American players. When MR. CHRONOPOULOS  
16 asked Mr. David whether the rumors were true, Mr. David evaded the question and did not respond.  
17

18                   30.     On or about November 13, 2012, Mr. Vergara – now the sole owner and  
19 highest ranking senior executive at CHIVAS USA – called a mandatory meeting of all employees,  
20 including plaintiff MR. CHRONOPOULOS. At the meeting, Mr. Vergara intentionally humiliated  
21 all employees who were neither Mexican nor Latino. Mr. Vergara brazenly announced that all non-  
22 Spanish speaking employees would be fired. He asked, publicly, for those employees who were able  
23 to speak Spanish to raise their hands (he initially asked the question in Spanish and then repeated it  
24 in English). He then asked employees who spoke English to raise their hands. After publicly  
25 identifying those employees who did not speak Spanish, he announced that those employees who did  
26 not speak Spanish would no longer be able to work at CHIVAS USA. As he further stated, “If you  
27 don’t speak Spanish, you can go work for the Galaxy, unless you speak Chinese, which is not even a  
28 language.” Mr. Vergara’s conduct was offensive, it confirmed the existence of a hostile,

1 intimidating, and discriminatory work environment based on national origin, ethnicity and race, and  
2 was a direct violation of CHIVAS USA's own harassment policy.

3  
4 31. CHIVAS USA's Human Resources Manager, Cynthia Craig, who was in  
5 attendance at the November 13<sup>th</sup> meeting, was visibly offended by his comments was overheard by  
6 MR. CHRONOPOULOS and several other employees stating, in shock, "Oh boy. I can't believe he  
7 just said that."

8  
9 32. Undeterred by the awkward silence that pervaded the meeting following his  
10 comments, Mr. Vergara, in a further effort to humiliate, distinguish and identify the non-Mexican  
11 and non-Latino employees, demanded that each employee stand up individually and introduce  
12 themselves (even though they all knew each other). Obviously wanting to safeguard their  
13 employment, those who spoke Spanish introduced themselves in Spanish. Those who were unable to  
14 do so, including MR. CHRONOPOULOS, awkwardly introduced themselves in English.

15  
16 33. On or about November 20, 2012, MR. CHRONOPOULOS attended a meeting  
17 with CHIVAS USA's President and Chief Business Officer, Jose David. During the meeting, Mr.  
18 David asked about and discussed the origins and ethnicity of all of the Academy players and coaches  
19 – specifically wanting to know who was Mexican or Mexican-American and who was not. Prior to  
20 Mr. Vergara taking over as CHIVAS USA's sole owner and Mr. David's installation as its President,  
21 MR. CHRONOPOULOS, during his tenure at the Academy, had never been asked to identify players  
22 and coaches who were Mexican. MR. CHRONOPOULOS left the meeting upset. It verified the  
23 ethnocentric and discriminatory design that the new ownership and management had for CHIVAS  
24 USA.

25  
26 34. On or about December 18, 2012, MR. CHRONOPOULOS met with Chivas  
27 USA President and Chief Business Officer, Jose David. Mr. David directed MR.  
28 CHRONOPOULOS, during the Winter Break (December 20<sup>th</sup> to January 6<sup>th</sup>), to collect ethnic and

1 national origin data pertaining to all Chivas Academy players *and their parents*. When the requests  
2 for this information were sent to the parents, many of them were offended and refused to provide it  
3 and at least one parent (Mr. Morris) complained that he felt he was being discriminated against and  
4 was fearful that his son would not be allowed in the Academy.

5  
6 **F. MR. CALICHMAN and MR. CHRONOPOULOS Lodge Complaints of Harassment**  
7 **and Discrimination (both Internally and with the DFEH) and are Placed on Suspension**  
8 **While CHIVAS USA Allegedly Conducts an “Investigation.”**

9  
10 35. On or about Friday, January 11, 2013, upon returning from the Winter Break,  
11 MR. CALICHMAN and MR. CHRONOPOULOS – convinced that they were amongst the targets of  
12 CHIVAS USA’s discriminatory design and that their employment was in jeopardy – personally  
13 submitted written complaints of discrimination and harassment to CHIVAS USA’s Human  
14 Resources Manager, Cynthia Craig.

15  
16 36. Later in the day on January 11, 2013, MR. CALICHMAN and MR.  
17 CHRONOPOULOS received emails from CHIVAS USA’s Human Resources Manager, Cynthia  
18 Craig, summoning them to meet with her on Monday, January 14, 2013. MR. CALICHMAN’s  
19 meeting was scheduled for 11:00 a.m.; MR. CHRONOPOULOS’s meeting was scheduled for 1:30  
20 p.m.

21  
22 37. At 11:00 a.m. on January 14, 2013, MR. CALICHMAN arrived at the  
23 CHIVAS USA offices to attend the meeting with Ms. Craig. When he arrived, however, Ms. Craig  
24 notified him that CHIVAS USA’s President and Chief Business Officer, Jose David, would also be  
25 attending the meeting. She also stated that the meeting would be delayed for approximately an hour  
26 and that MR. CALICHMAN would have to wait. According to Ms. Craig, the delay was due the fact  
27 that she and Mr. David had spent all morning conferring with CHIVAS USA’s employment lawyers.  
28

1           38.     At approximately 12:15 p.m. on January 14, 2013, MR. CALICHMAN was  
2 finally called into the meeting with Mr. David and Ms. Craig. Mr. David asked MR. CALICHMAN  
3 what he would like to discuss. Perplexed, MR. CALICHMAN responded that it was Mr. David and  
4 Ms. Craig who called the meeting and, thus, that he presumed that it was they who wanted to discuss  
5 something. Mr. David then commenced speaking at length about the Mexican “culture” of Chivas  
6 and how the team needed to get back to its roots. Ms. Craig abruptly interrupted him and, as if Mr.  
7 David had forgotten the agenda and script set by and practiced with CHIVAS USA’s employment  
8 lawyers, told MR. CALICHMAN that the meeting was about his complaint that he had submitted to  
9 her on Friday, January 11<sup>th</sup>. Ms. Craig assured MR. CALICHMAN that CHIVAS USA was going to  
10 conduct a “full investigation” into MR. CALICHMAN’s allegation of discrimination and  
11 harassment. Mr. David then, in a perfunctory and mechanical manner, said he was sorry for Mr.  
12 Vergara’s comments at the November 12, 2012 meeting. MR. CALICHMAN asked why CHIVAS  
13 USA had not apologized for or disavowed Mr. Vergara’s comments earlier. Indeed, CHIVAS USA  
14 had done *nothing* since the November 12<sup>th</sup> meeting to reassure the employees, coaching staff and  
15 players that employment decisions would be made without regard to race, national origin or  
16 ethnicity.

17  
18           39.     To MR. CALICHMAN’s shock and surprise, Mr. David, in response, not only  
19 failed to disavow the discriminatory plans implemented and expressed by Mr. Vergara; he confirmed  
20 them. Mr. David returned to his discussion of culture and ethnicity. He told MR. CALICHMAN  
21 that he (Mr. David) and Mr. Vergara were taking the team “back to its Mexican roots.” MR.  
22 CALICHMAN asked Mr. David if he could please repeat what he said. Mr. David repeated that it  
23 was important for the team to “go back to its Mexican roots.” MR. CALICHMAN replied that  
24 neither his name nor MR. CHRONOPOULOS’ name sounded Mexican. An brief and awkward  
25 silence ensued, after which Mr. David sighed and, acknowledging that MR. CALICHMAN and MR.  
26 CHRONOPOULOS were not part of the effort to take the team back to its Mexican roots, nodded his  
27 head in affirmation.

28

1           40.     After Mr. David verified that MR. CALICHMAN was not part of the  
2 organization’s plan to take the team back to its roots, MR. CALICHMAN told Mr. David and Ms.  
3 Craig that he loved coaching his Academy team and that it seemed absurd to be firing him in the  
4 middle of the season. He reminded them that his U18 Academy Team – the team that he coached –  
5 had done very well since he took the position. Ms. Craig responded, “We know you’re an excellent  
6 coach,” but told him that the organization was “moving in a different direction.” She told MR.  
7 CALICHMAN that he was not being fired; instead, she began cryptically referring to “options,” and  
8 asked MR. CALICHMAN whether he would consider resigning with a severance package. MR.  
9 CALICHMAN replied that it had been a very stressful time for him and his family and that he was  
10 not in a position to discuss it right then and there. Mr. David and Ms. Craig stated that they would  
11 “put something together” for him to consider. Even though he was told he was not being fired, MR.  
12 CALICHMAN was told not to return to his coaching duties.

13  
14           41.     On or about January 14, 2013, at approximately 1:30 p.m., MR.  
15 CHRONOPOULOS arrived for his meeting with Ms. Craig. He was likewise told that Mr. David  
16 would also be attending and that she and Mr. David had been conferring with CHIVAS USA’s  
17 employment lawyers. When the meeting began, Mr. David announced that CHIVAS USA was  
18 going to “mirror” the Chivas Mexico organization by hiring Mexican-born and Mexican-American  
19 coaches in the Academy and by recruiting Mexican born and Mexican-American players for the  
20 Academy and First Team. As Mr. David explained, “We are going back to our roots.” In response,  
21 MR. CHRONOPOULOS asked if he was being fired. Ms. Craig responded, “No; you are not being  
22 fired,” but cryptically added, “We will be sending you some options in a few days.” Mr. David,  
23 however, interrupted and announced that they would send him some options by the very next day.  
24 Despite being told he was not being fired, he was also told not to return to his coaching duties. Ms.  
25 Craig and Mr. David assured MR. CHRONOPOULOS that the actions being taken against him by  
26 CHIVAS USA had nothing to do with his work performance.

27 //

28 //

1                   42.     Accordingly, as of January 14, 2013, MR. CALICHMAN and MR.  
2 CHRONOPOULOS were informed that they were not being fired but, at the same time, were told not  
3 to perform their job duties. They were, in effect, placed on suspension.  
4

5                   43.     On January 15, 2013, Ms. Craig, in an email communication to MR.  
6 CALICHMAN, “offered,” as a proposal, that MR. CALICHMAN resign from his employment in  
7 exchange for two weeks of severance. As a condition, MR. CALICHMAN would be required to  
8 release CHIVAS USA and INSPERITY from all claims and legal liability.  
9

10                  44.     On January 18, 2013, MR. CALICHMAN, who wanted to continue working  
11 as a coach, sent Ms. Craig an email rejecting the proposal and asking her to verify that he was still  
12 employed.  
13

14                  45.     On January 24, 2013, MR. CALICHMAN, in an email communication to  
15 Cynthia Craig, stated: “On Friday, January 11, 2013, I submitted a complaint of discrimination to  
16 you. Since that time, I have not been allowed to perform my job duties and have been told not to  
17 show up to work. I believe this is continued discrimination and retaliation. Please let me know  
18 when I can return to my regular job responsibilities.”  
19

20                  46.     On February 8, 2013 and February 15, 2013, MR. CALICHMAN and MR.  
21 CHRONOPOULOS, having received no information as to status of CHIVAS USA/INSPERITY’s  
22 alleged investigation into their allegations of harassment and discrimination – and still on suspension  
23 from their duties – filed complaints of harassment, discrimination and retaliation with the California  
24 Department of Fair Employment and Housing. Defendants were promptly notified of the  
25 complaints.  
26 //

27 //

28 //

1                   47.     On February 14, 2013, MR. CALICHMAN and MR. CHRONOPOULOS, in a  
2 joint email to Cynthia Craig, stated that more than a month had elapsed since they lodged their  
3 harassment and discrimination complaints, and asked to be informed of the results of the  
4 investigation. They also asked when they could expect to return to work. As they stated in the  
5 email:

6  
7                   “On January 11, 2013, as you know, we submitted complaints to you  
8 that we were being discriminated against and harassed, and that  
9 Chivas' owner, Jose Vergara, not only approved of the discrimination  
10 and harassment but that he was directly involved in it. Since January  
11 11th, we have been placed on some kind of probation, have been  
12 stripped of our job duties, and told not to return to work. We have  
13 repeatedly asked when the probation would be over and when we  
14 could return to our jobs. However, we have not received an answer.  
15 We're being treated as if we're the ones who did something wrong.  
16 Chivas' harassment and discrimination policy states that, upon  
17 receiving a complaint, the company will conduct a ‘prompt and  
18 thorough’ investigation. It has now been over a month since we  
19 initially complained. Chivas is not living up to its own promise to act  
20 promptly. We ask that we immediately be informed of the results of  
21 any investigation that has been conducted with respect to our  
22 complaints and what action has been taken to make sure that the  
23 harassment and discrimination will end. We also ask, again, that you  
24 let us know when we can return to our jobs.”

25  
26                   48.     Despite their requests, neither CHIVAS USA nor INSPIRITY  
27 have informed MR. CALICHMAN or MR. CHRONOPOULOS whether the investigation has been  
28 completed, whether any interviews were conducted or what findings and conclusions were reached.



1 On the basis thereof, MR. CALICHMAN and MR. CHRONOPOULOS are informed and believe,  
2 and thereon allege, that CHIVAS USA and INSPERITY either failed to conduct an investigation at  
3 all or, in the alternative, failed to conduct an adequate and prompt investigation.  
4

5 **G. On March 7, 2013, CHIVAS USA Fires MR. CALICHMAN and MR.**  
6 **CHRONOPOULOS.**  
7

8 49. On March 7, 2013, MR. CALICHMAN and CHRONOPOULOS received  
9 identically worded letters from CHIVAS USA President and Chief Business Officer, Jose David,  
10 notifying them that their employment was being terminated effective the next day, March 8, 2013.  
11 Two months had now elapsed since they had lodged their complaints of harassment and  
12 discrimination with CHIVAS USA's Human Resources Department. Although Mr. David, in his  
13 letter, asserted that CHIVAS USA had been conducting an investigation into their complaints (he  
14 refers to it as the "entire investigation process"), the letter is conspicuously silent as to whether the  
15 investigation had been concluded or what the conclusions of the investigation were. Moreover, in  
16 further retaliation for their complaints, Mr. David falsely and maliciously accused them of, among  
17 other things "demonstat[ing] unprofessional conduct that created an unsafe work environment."  
18 Underscoring the pretextual and false nature of his accusations, Mr. David provided no explanation  
19 whatsoever as to how they allegedly created an unsafe work environment.  
20

21 50. Since Mr. Vergara became the sole owner of CHIVAS USA, the organization  
22 has culled and virtually eliminated all non-Latino employees from the CHIVAS USA Academy.  
23 Indeed, in the short time that has elapsed since Mr. Vergara took sole control, approximately 7 non-  
24 Latino Academy employees, including MR. CALICHMAN and MR. CHRONOPOULOS, have been  
25 terminated. In contrast, no Latino employees have been terminated. By contrast, CHIVAS USA  
26 has, since Mr. Vergara took sole control, hired a disproportionately high number of Mexican and/or  
27 Latino employees.  
28

1           51.     Since Mr. Vergara became the sole owner of CHIVAS USA, the organization  
2 has culled virtually all non-Latino players from its First Team roster and has, almost uniformly,  
3 replaced them with Latino players. According to the Los Angeles Times, in an article by Kevin  
4 Baxter on March 1, 2013:

5  
6           “He [Vergara] also remade the roster, ridding the team of 14 players  
7 and bringing in 11 new ones who have never played in MLS. New  
8 Chivas Manager Jose Luis Sanchez Sola says the moves were made for  
9 soccer reasons and not based on ethnicity. But just one of the 14  
10 players cut loose has Mexican nationality while 10 of the additions are  
11 either Mexican-born or have Mexican parents, making them eligible to  
12 compete for both Chivas USA and Chivas de Guadalajara, which has  
13 never used a non-Mexican player in its 107 years.”

14  
15           52.     Among those players who have been released or traded (in some cases, for as  
16 little as a second-round draft pick in the 2015 Supplemental Draft) are James Riley, Ben Zemanski,  
17 Casey Townsend and even eight-time MLS All-Star, Shalrie Joseph. By contrast, CHIVAS USA has  
18 acquired a disproportionately high number of Mexican, Mexican-American and Latino players. On  
19 January 22, 2013, for example, CHIVAS USA announced that it acquired Eric Avila from the  
20 Colorado Rapids in exchange for Nick LaBrocca. In the introductory line of its press release  
21 announcing the trade, CHIVAS USA touted Eric Avila as a “Mexican American.” (“Chivas USA  
22 announced today that the club has acquired Mexican-American midfielder Eric Avila in a trade with  
23 the Colorado Rapids in exchange for midfielder Nick LaBrocca.”). On February 22, 2013, CHIVAS  
24 USA announced that it had acquired three Mexican players from Chivas de Guadalajara – Edgar "El  
25 Chore" Mejía, defender Mario de Luna and forward Giovanni Casillas. On May 20, 2013, CHIVAS  
26 USA announced that it acquired Gabriel Farfan, who has previously played for a team in Mexico and  
27 who has expressed his desire to play professionally in Mexico in the future.

28

1                        53.     MR. CALICHMAN and MR. CHRONOPOULOS have received pertinent  
2 Right-To-Sue Letters from the California Department of Fair Employment and Housing.

3  
4                        54.     MR. CALICHMAN and MR. CHRONOPOULOS have been generally  
5 damaged in an amount within the jurisdictional limits of this Court.

6  
7    **FIRST CAUSE OF ACTION**  
8                        **DISCRIMINATION IN EMPLOYMENT BASED ON NATIONAL ORIGIN, ETHNICITY**  
9    **AND RACE**  
10    **(Cal. Gov't Code § 12940(a))**  
11    (Against all Defendants)

12  
13                      55.     MR. CALICHMAN and MR. CHRONOPOULOS reallege and incorporate by  
14 reference paragraphs 1 through 54, as though set forth in full.

15  
16                      56.     As alleged herein and in violation of California Government Code Section  
17 12940(a), defendants, and each of them, terminated and discharged MR. CALICHMAN and MR.  
18 CHRONOPOULOS because of their national origin, ethnicity, and/or race.

19  
20                      57.     By the aforesaid acts and omissions of defendants, and each of them, MR.  
21 CALICHMAN and MR. CHRONOPOULOS have been directly and legally caused to suffer actual  
22 damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees,  
23 costs of suit and other pecuniary loss not presently ascertained.

24  
25                      58.     As a further direct and legal result of the acts and conduct of defendants, and  
26 each of them, as aforesaid, MR. CALICHMAN and MR. CHRONOPOULOS have been caused to  
27 and did suffer and continue to suffer severe emotional and mental distress, anguish, humiliation,  
28 embarrassment, fright, shock, discomfort, anxiety, and related symptoms. The exact nature and

1 extent of said injuries is presently unknown to MR. CALICHMAN and MR. CHRONOPOULOS.  
2 MR. CALICHMAN and MR. CHRONOPOULOS does not know at this time the exact duration or  
3 permanence of said injuries, but are informed and believe, and thereon allege, that some if not all of  
4 the injuries are reasonably certain to be permanent in character.

5  
6 59. MR. CALICHMAN and MR. CHRONOPOULOS are informed and believe,  
7 and thereon allege, that the defendants, and each of them, by engaging in the aforementioned acts  
8 and/or in authorizing and/or ratifying such acts, engaged in wilful, malicious, intentional, oppressive  
9 and despicable conduct, and acted with wilful and conscious disregard of the rights, welfare and  
10 safety of MR. CALICHMAN and MR. CHRONOPOULOS , thereby justifying the award of punitive  
11 and exemplary damages in an amount to be determined at trial.

12  
13 60. As a result of defendants' acts and conduct, as alleged herein, MR.  
14 CALICHMAN and MR. CHRONOPOULOS are entitled to reasonable attorneys' fees and costs of  
15 suit as provided in Section 12965(b) of the California Government Code.

16  
17 **SECOND CAUSE OF ACTION**

18 **HARASSMENT BASED ON NATIONAL ORIGIN, ETHNICITY AND RACE**

19 **(Cal. Gov't Code § 12940(j))**

20 **(Against all Defendants)**

21  
22 61. MR. CALICHMAN and MR. CHRONOPOULOS reallege and incorporate by  
23 reference paragraphs 1 through 60, as though set forth in full.

24  
25 62. As alleged herein and in violation of California Government Code Section  
26 12940(j), defendants, and each of them, and/or their agents and employees, subjected MR.  
27 CALICHMAN and MR. CHRONOPOULOS to harassment based on national origin, ethnicity,  
28 and/or race Defendants, their agents, and supervisors, actively engaged in, facilitated, fostered,

1 approved of, and knew or should have known of the unlawful harassing conduct, failed to take  
2 immediate and appropriate corrective action and otherwise failed to abide by their statutory duty to  
3 take all reasonable steps to prevent harassment from occurring. The harassment was sufficiently  
4 pervasive or severe as to alter the conditions of MR. CALICHMAN's and MR. CHRONOPOULOS'  
5 employment and to create a hostile, intimidating and/or abusive work environment.

6  
7 63. By the aforesaid acts and omissions of defendants, and each of them, MR.  
8 CALICHMAN and MR. CHRONOPOULOS have been directly and legally caused to suffer actual  
9 damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees,  
10 costs of suit and other pecuniary loss not presently ascertained.

11  
12 64. As a further direct and legal result of the acts and conduct of defendants, and  
13 each of them, as aforesaid, MR. CALICHMAN and MR. CHRONOPOULOS have been caused to  
14 and did suffer and continue to suffer severe emotional and mental distress, anguish, humiliation,  
15 embarrassment, fright, shock, discomfort, anxiety, and related symptoms. The exact nature and  
16 extent of said injuries is presently unknown to MR. CALICHMAN and MR. CHRONOPOULOS.  
17 MR. CALICHMAN and MR. CHRONOPOULOS does not know at this time the exact duration or  
18 permanence of said injuries, but are informed and believe, and thereon allege, that some if not all of  
19 the injuries are reasonably certain to be permanent in character.

20  
21 65. MR. CALICHMAN and MR. CHRONOPOULOS are informed and believe,  
22 and thereon allege, that the defendants, and each of them, by engaging in the aforementioned acts  
23 and/or in authorizing and/or ratifying such acts, engaged in wilful, malicious, intentional, oppressive  
24 and despicable conduct, and acted with wilful and conscious disregard of the rights, welfare and  
25 safety of MR. CALICHMAN and MR. CHRONOPOULOS , thereby justifying the award of punitive  
26 and exemplary damages in an amount to be determined at trial.

1            66. As a result of defendants' acts and conduct, as alleged herein, MR.  
2 CALICHMAN and MR. CHRONOPOULOS are entitled to reasonable attorneys' fees and costs of  
3 suit as provided in Section 12965(b) of the California Government Code.  
4

5                                        **THIRD CAUSE OF ACTION**

6                        **FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION AND**  
7                                        **HARASSMENT**

8                                        (Cal. Gov't Code § 12940(k))

9                                        (Against all Defendants)  
10

11            67. MR. CALICHMAN and MR. CHRONOPOULOS reallege and incorporate by  
12 reference paragraphs 1 through 66, as though set forth in full.  
13

14            68. As alleged herein and in violation of California Government Code Section  
15 12940(k), defendants, and each of them, failed to take all reasonable steps necessary to prevent  
16 discrimination and harassment from occurring.  
17

18            69. By the aforesaid acts and omissions of defendants, and each of them, MR.  
19 CALICHMAN and MR. CHRONOPOULOS have been directly and legally caused to suffer actual  
20 damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees,  
21 costs of suit and other pecuniary loss not presently ascertained.  
22

23            70. As a further direct and legal result of the acts and conduct of defendants, and  
24 each of them, as aforesaid, MR. CALICHMAN and MR. CHRONOPOULOS have been caused to  
25 and did suffer and continue to suffer severe emotional and mental distress, anguish, humiliation,  
26 embarrassment, fright, shock, discomfort, anxiety, and related symptoms. The exact nature and  
27 extent of said injuries is presently unknown to MR. CALICHMAN and MR. CHRONOPOULOS.  
28 MR. CALICHMAN and MR. CHRONOPOULOS does not know at this time the exact duration or

1 permanence of said injuries, but are informed and believe, and thereon allege, that some if not all of  
2 the injuries are reasonably certain to be permanent in character.

3  
4 71. MR. CALICHMAN and MR. CHRONOPOULOS are informed and believe,  
5 and thereon allege, that the defendants, and each of them, by engaging in the aforementioned acts  
6 and/or in authorizing and/or ratifying such acts, engaged in wilful, malicious, intentional, oppressive  
7 and despicable conduct, and acted with wilful and conscious disregard of the rights, welfare and  
8 safety of MR. CALICHMAN and MR. CHRONOPOULOS , thereby justifying the award of punitive  
9 and exemplary damages in an amount to be determined at trial.

10  
11 72. As a result of defendants' acts and conduct, as alleged herein, MR.  
12 CALICHMAN and MR. CHRONOPOULOS are entitled to reasonable attorneys' fees and costs of  
13 suit as provided in Section 12965(b) of the California Government Code.

14  
15 **FOURTH CAUSE OF ACTION**  
16 **RETALIATION FOR OPPOSING UNLAWFUL**  
17 **EMPLOYMENT PRACTICES PURSUANT TO FEHA**  
18 **(Cal. Gov't Code § 12940(h))**  
19 **(Against all Defendants)**

20  
21 73. MR. CALICHMAN and MR. CHRONOPOULOS reallege and incorporate by  
22 reference paragraphs 1 through 72, as though set forth in full.

23  
24 74. As alleged herein and in violation of California Government Code Section  
25 12940(h), defendants, and each of them, retaliated against, discharged and otherwise discriminated  
26 against MR. CALICHMAN and MR. CHRONOPOULOS because they reported, complained about,  
27 and otherwise opposed practices forbidden by California Government Code §12940 *et. seq.*

1           75. By the aforesaid acts and omissions of defendants, and each of them, MR.  
2 CALICHMAN and MR. CHRONOPOULOS have been directly and legally caused to suffer actual  
3 damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees,  
4 costs of suit and other pecuniary loss not presently ascertained.

5  
6           76. As a further direct and legal result of the acts and conduct of defendants, and  
7 each of them, as aforesaid, MR. CALICHMAN and MR. CHRONOPOULOS have been caused to  
8 and did suffer and continue to suffer severe emotional and mental distress, anguish, humiliation,  
9 embarrassment, fright, shock, discomfort, anxiety, and related symptoms. The exact nature and  
10 extent of said injuries is presently unknown to MR. CALICHMAN and MR. CHRONOPOULOS.  
11 MR. CALICHMAN and MR. CHRONOPOULOS does not know at this time the exact duration or  
12 permanence of said injuries, but are informed and believe, and thereon allege, that some if not all of  
13 the injuries are reasonably certain to be permanent in character.

14  
15           77. MR. CALICHMAN and MR. CHRONOPOULOS are informed and believe,  
16 and thereon allege, that the defendants, and each of them, by engaging in the aforementioned acts  
17 and/or in authorizing and/or ratifying such acts, engaged in wilful, malicious, intentional, oppressive  
18 and despicable conduct, and acted with wilful and conscious disregard of the rights, welfare and  
19 safety of MR. CALICHMAN and MR. CHRONOPOULOS , thereby justifying the award of punitive  
20 and exemplary damages in an amount to be determined at trial.

21  
22           78. As a result of defendants' acts and conduct, as alleged herein, MR.  
23 CALICHMAN and MR. CHRONOPOULOS are entitled to reasonable attorneys' fees and costs of  
24 suit as provided in Section 12965(b) of the California Government Code.

25 //  
26 //  
27 //  
28 //



1 **FIFTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

3 (Against All Defendants)

4  
5 79. MR. CALICHMAN and MR. CHRONOPOULOS reallege and incorporate by  
6 reference paragraphs 1 through 78, as though set forth in full.

7  
8 80. As alleged herein, and in violation of public policy, defendants, and each of  
9 them, terminated MR. CALICHMAN and MR. CHRONOPOULOS from their employment and  
10 subjected them to a hostile environment because of their national origin, ethnicity and/or race and  
11 because they complained about otherwise opposed such practices. By doing so, defendants violated  
12 the fundamental public policies of the State of California, as embodied in Sections 12940, *et. seq.*, of  
13 the California Government Code; Section 51, *et seq.*, of the California Civil Code; Article I, Section  
14 8 of the California Constitution; and other California statutes, regulations and constitutional  
15 provisions.

16  
17 81. By the aforesaid acts and omissions of defendants, and each of them, MR.  
18 CALICHMAN and MR. CHRONOPOULOS have been directly and legally caused to suffer actual  
19 damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees,  
20 costs of suit and other pecuniary loss not presently ascertained.

21  
22 82. As a further direct and legal result of the acts and conduct of defendants, and  
23 each of them, as aforesaid, MR. CALICHMAN and MR. CHRONOPOULOS have been caused to  
24 and did suffer and continue to suffer severe emotional and mental distress, anguish, humiliation,  
25 embarrassment, fright, shock, discomfort, anxiety, and related symptoms. The exact nature and  
26 extent of said injuries is presently unknown to MR. CALICHMAN and MR. CHRONOPOULOS.  
27 MR. CALICHMAN and MR. CHRONOPOULOS does not know at this time the exact duration or  
28

1 permanence of said injuries, but are informed and believe, and thereon allege, that some if not all of  
2 the injuries are reasonably certain to be permanent in character.

3  
4 83. MR. CALICHMAN and MR. CHRONOPOULOS are informed and believe,  
5 and thereon allege, that the defendants, and each of them, by engaging in the aforementioned acts  
6 and/or in authorizing and/or ratifying such acts, engaged in wilful, malicious, intentional, oppressive  
7 and despicable conduct, and acted with wilful and conscious disregard of the rights, welfare and  
8 safety of MR. CALICHMAN and MR. CHRONOPOULOS , thereby justifying the award of punitive  
9 and exemplary damages in an amount to be determined at trial.

10  
11 84. As a result of defendants' conduct as alleged herein, MR. CALICHMAN and  
12 MR. CHRONOPOULOS is entitled to reasonable attorneys fees and costs of suit as provided in  
13 Section 1021.5 of the California Civil Procedure Code.

14  
15 **SIXTH CAUSE OF ACTION**  
16 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
17 (Against all Defendants)

18  
19 85. MR. CALICHMAN and MR. CHRONOPOULOS reallege and incorporate by  
20 reference paragraphs 1 through 84, as though set forth in full.

21  
22 86. Defendants' conduct as described above was extreme and outrageous and was  
23 done with the intent of causing MR. CALICHMAN and MR. CHRONOPOULOS to suffer  
24 emotional distress or with reckless disregard as to whether their conduct would cause him to suffer  
25 such distress.

26  
27 87. By the aforesaid acts and omissions of defendants, and each of them, MR.  
28 CALICHMAN and MR. CHRONOPOULOS have been directly and legally caused to suffer actual

1 damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees,  
2 costs of suit and other pecuniary loss not presently ascertained.

3  
4 88. As a further direct and legal result of the acts and conduct of defendants, and  
5 each of them, as aforesaid, MR. CALICHMAN and MR. CHRONOPOULOS have been caused to  
6 and did suffer and continue to suffer severe emotional and mental distress, anguish, humiliation,  
7 embarrassment, fright, shock, discomfort, anxiety, and related symptoms. The exact nature and  
8 extent of said injuries is presently unknown to MR. CALICHMAN and MR. CHRONOPOULOS.  
9 MR. CALICHMAN and MR. CHRONOPOULOS does not know at this time the exact duration or  
10 permanence of said injuries, but are informed and believe, and thereon allege, that some if not all of  
11 the injuries are reasonably certain to be permanent in character.

12  
13 89. MR. CALICHMAN and MR. CHRONOPOULOS are informed and believe,  
14 and thereon allege, that the defendants, and each of them, by engaging in the aforementioned acts  
15 and/or in authorizing and/or ratifying such acts, engaged in wilful, malicious, intentional, oppressive  
16 and despicable conduct, and acted with wilful and conscious disregard of the rights, welfare and  
17 safety of MR. CALICHMAN and MR. CHRONOPOULOS , thereby justifying the award of punitive  
18 and exemplary damages in an amount to be determined at trial.

19  
20 **SEVENTH CAUSE OF ACTION**

21 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

22 (Against All Defendants)

23  
24 90. MR. CALICHMAN and MR. CHRONOPOULOS reallege and incorporate by  
25 reference paragraphs 1 through 89, as though set forth in full.

26  
27 91. In the alternative, defendants breached their duty of care owed to MR.  
28 CALICHMAN and MR. CHRONOPOULOS to protect them from foreseeable harm. Their conduct,

1 as alleged above, was done in a careless or negligent manner, without consideration for the effect of  
2 such conduct upon MR. CALICHMAN's and MR. CHRONOPOULOS' emotional well-being.

3  
4 92. By the aforesaid acts and omissions of defendants, and each of them, MR.  
5 CALICHMAN and MR. CHRONOPOULOS have been directly and legally caused to suffer actual  
6 damages including, but not limited to, loss of earnings and future earning capacity, attorneys' fees,  
7 costs of suit and other pecuniary loss not presently ascertained.

8  
9 93. As a further direct and legal result of the acts and conduct of defendants, and  
10 each of them, as aforesaid, MR. CALICHMAN and MR. CHRONOPOULOS have been caused to  
11 and did suffer and continue to suffer severe emotional and mental distress, anguish, humiliation,  
12 embarrassment, fright, shock, discomfort, anxiety, and related symptoms. The exact nature and  
13 extent of said injuries is presently unknown to MR. CALICHMAN and MR. CHRONOPOULOS.  
14 MR. CALICHMAN and MR. CHRONOPOULOS does not know at this time the exact duration or  
15 permanence of said injuries, but are informed and believe, and thereon allege, that some if not all of  
16 the injuries are reasonably certain to be permanent in character.

17  
18  
19  
20 **PRAYER FOR RELIEF**

21 WHEREFORE, MR. CALICHMAN and MR. CHRONOPOULOS pray for judgment against  
22 defendants as follows:

- 23 1. General damages in an amount to be proved at trial;  
24 2. Special damages in an amount to be proved at trial;  
25 3. Punitive damages in an amount appropriate to punish defendants and to make  
26 an example of defendants to the community;  
27 4. Reasonable attorneys' fees;  
28 5. Costs of suit;

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6. Interest;

7. For such other relief as the Court deems proper.

DATED: May 28, 2013

HELMER • FRIEDMAN, LLP

By: 

Gregory D. Helmer

Attorneys for Plaintiffs  
DANIEL CALICHMAN and  
THEOTHOROS CHRONOPOULOS

**PLAINTIFFS' DEMAND FOR JURY TRIAL**

Plaintiffs DANIEL CALICHMAN and THEOTOROS CHRONOPOULOS

hereby demand a trial by jury.

DATED: May 28, 2013

HELMER • FRIEDMAN, LLP

By: 

Gregory D. Helmer

Attorneys for Plaintiffs  
DANIEL CALICHMAN and  
THEOTHOROS CHRONOPOULOS