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9 Attorneys for Plaintiff SIGRID LOPEZ

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

12 SIGRID LOPEZ, an individual,

13 Plaintiff,

14 v.

15 CENTRAL BASIN MUNICIPAL WATER  
16 DISTRICT, a public entity, exact form unknown;  
17 ROBERT APODACA, an individual; and Does 1  
18 through 100, inclusive,

19 Defendants.

CASE NO.:

COMPLAINT FOR DAMAGES:

1. SEXUAL HARASSMENT (HOSTILE WORK ENVIRONMENT) IN VIOLATION OF FEHA;
2. SEXUAL HARASSMENT (QUID PRO QUO) IN VIOLATION OF FEHA;
3. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
4. NEGLIGENCE (INCLUDING NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS);
5. NEGLIGENT RETENTION AND SUPERVISION OF UNFIT EMPLOYEES;
6. ASSAULT;
7. BATTERY; and
8. SEXUAL BATTERY.

20 DEMAND FOR JURY TRIAL

21 Plaintiff SIGRID LOPEZ allege as follows:

22 **GENERAL ALLEGATIONS**

23 1. Plaintiff SIGRID LOPEZ (“Lopez” or “Plaintiff”) is an individual who at all times  
24 pertinent to this lawsuit was a resident of the County of Los Angeles, State of California. Plaintiff  
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1 is entitled to the protections of the Fair Employment and Housing Act (“FEHA”) because she is a  
2 female and was providing consulting services to the Defendants.

3 2. Plaintiff is informed and believes, and thereon alleges, that the Defendant CENTRAL  
4 BASIN MUNICIPAL WATER DISTRICT (“CBMWD”) is a public entity or agency, exact form  
5 unknown, engaged in water provision services.

6 3. Plaintiff is informed and believes, and thereon alleges that Defendant Robert Apodaca  
7 (“Apodaca”) was at all times employed by the Defendant CBMWD in the capacity of a Board  
8 Member. Plaintiff is informed and believes that Apodaca was at all times relevant a supervisor,  
9 manager, and/or managing agent employed CBMWD and Does 1-100.

10 4. Plaintiff is further informed and believes and thereon alleges that in doing the acts herein  
11 below alleged, Apodaca was acting in the course and scope of his agency and employment.

12 5. Plaintiff entered into a Professional Services/Consultant Agreement with the Defendant  
13 CBMWD on or about July 1, 2012. Pursuant to said agreement, Plaintiff was to provide consulting  
14 services in the area of public relations to CBMWD. The term of the agreement was for six months.  
15 Plaintiff performed her services in an exemplary fashion under the agreement. In carrying out her  
16 consulting services, Plaintiff repeatedly interacted with and assisted the Defendant Apodaca.

17 6. Plaintiff performed services, and the contract was entered into at CBMWD’s location at  
18 6252 Telegraph Road, Commerce, CA 90040 (hereinafter “the premises”) All the torts and  
19 statutory violations alleged below occurred at the premises.

20 7. The Defendants CBMWD and DOES 1-100 are California employers who employ more  
21 than five people, and are accordingly subject to the provisions of FEHA.

22 8. Defendants Does 1 through 100 are sued under fictitious names pursuant to California Code  
23 of Civil Procedure section 474. Plaintiff is informed and believes, and on that basis alleges, that  
24 each defendant sued under such fictitious names is in some manner responsible for the wrongs and  
25 damages as alleged below, and in so acting was functioning as the agent, servant, manager,  
26 supervisor, and/or employee of the remaining Defendants, and in doing the actions mentioned  
27 below was acting within the course and scope of his or her authority as such agent or servant.

1           9. Plaintiff is informed and believes, and thereon alleges, that Apodaca asked that Plaintiff be  
2 assigned to work with him, and that this request was approved by General Manager Art Aguilar.  
3 Plaintiff was told by management that it was part of her responsibilities to work with Apodaca.

4           10. Plaintiff is informed and believes, and thereon alleges, that Apodaca has a lengthy history  
5 of sexual harassment and sexual misconduct towards female subordinates, and that the Board of  
6 Directors and management of CBMWD was aware of this history and conduct through reports,  
7 claims, lawsuits, settlements and otherwise. Notwithstanding this fact, CBMWD, acting through its  
8 board and upper management, assigned Plaintiff to work with Apodaca without warning her of his  
9 history, and allowed her to keep working with him after she repeatedly reported that she was being  
10 sexually harassed by Apodaca.

11           11. Commencing in approximately August 2012, Apodaca engaged in a pattern of sexual  
12 harassment against Plaintiff based on her gender. This harassment included , but was not limited to:  
13 making crude comments and sexually suggestive comments, calling her in the evening and asking  
14 her what she was wearing, repeatedly telling her she was beautiful, telling Plaintiff personal things  
15 about his common law wife, asking Plaintiff personal questions about her sex life, repeatedly  
16 insisting that she come to his home, insisting that she dine with him in order “to get to know her  
17 better”, asking her “who do you blow”, calling another politician “a fudge packer”, talking to her  
18 about being “his girlfriend”, telling her he would not mind “laying into her”, telling her that he  
19 “liked her”, telling her that she had strong legs, telling her she needed him more than he needed her  
20 and that he could open doors for her, telling her she was a strong girl, telling her there “was a lot he  
21 could do with her breasts”, telling her that she got “his heart rate up”, telling her that women were  
22 drawn to him, telling her about his sexual exploits, telling her he wanted to take her on vacation,  
23 telling her about his history of “tag teaming” women at conferences, telling her he would renew her  
24 contract if she became his girlfriend, telling her that she is “a joke”, telling her that men look at her  
25 “like a piece of meat”, telling her to call him three to five times a day to tell him what she was  
26 doing, telling her “mama you are so big, what I could do with those boobs”, telling her that he  
27 could spend money on her and to call him “Santa Claus”, telling her that “she tasted so good”  
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1 while kissing the side of her face, asking her if her “boyfriend satisfied her”, telling her he might be  
2 able to have sex with her because things were not working out with his wife, telling her that he did  
3 not think he could handle her in bed, repeatedly asking her what color panties she was wearing,  
4 telling her he could really enjoy a “Monica Lewinsky”, implying that she got the job by giving  
5 sexual favors, attempting to hug her, touching and stroking her hands, stroking her thigh,  
6 repeatedly trying to kiss her, grabbing her by the waist, putting his arms around her, and other  
7 conduct according to proof.

8 12. Plaintiff repeatedly reported this sexual harassment and complained about the conduct to  
9 upper management, the Board, and the general counsel of CBMWD, but no action was taken and  
10 the harassment was allowed to continue. Instead, Apodaca’s actions intensified and persisted. On  
11 one occasion when she complained, upper management put their heads down and said this is not  
12 the first time we have heard of this, we are really sorry. However, no action was taken and the  
13 harassment was allowed to continue. Instead, Plaintiff was retaliated against and her contract was  
14 not renewed.

15 13. Plaintiff is informed and believes, and thereon alleges, that her contract was not renewed as  
16 a result of her complaints and refusing to have sex with Apodaca, despite assurances that she was  
17 doing a good job and that her contract would be renewed.

18 14. Plaintiff was subjected to a hostile work environment and quid pro quo – sexual harassment  
19 in the form of requests for sexual favors in exchange for continued employment and a contract  
20 extension.

21 15. Plaintiff has duly and timely exhausted her Administrative Remedies by filing charges with  
22 the DFEH and receiving a Right to Sue Notice.

23 16. Plaintiff also timely and properly filed a Government Tort Claim against CBMWD, which  
24 was rejected on September 5, 2013.

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1 **FIRST CAUSE OF ACTION**

2 **SEXUAL HARASSMENT (HOSTILE WORK ENVIRONMENT)**

3 **IN VIOLATION OF FEHA**

4 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

5 17. Plaintiff incorporates by reference, as though set forth in full herein, each and every  
6 allegation contained in Paragraphs 1 through 16, inclusive above.

7 18. Commencing in approximately August 2012, Apodaca engaged in a pattern of sexual  
8 harassment against Plaintiff based on her gender. This harassment included, but was not limited to:  
9 making crude comments and sexually suggestive comments, calling her in the evening and asking  
10 her what she was wearing, repeatedly telling her she was beautiful, telling Plaintiff personal things  
11 about his common law wife, asking Plaintiff personal questions about her sex life, repeatedly  
12 insisting that she come to his home, insisting that she dine with him in order "to get to know her  
13 better", asking her "who do you blow", calling another politician "a fudge packer", talking to her  
14 about being "his girlfriend", telling her he would not mind "laying into her", telling her that he  
15 "liked her", telling her that she had strong legs, telling her she needed him more than he needed her  
16 and that he could open doors for her, telling her she was a strong girl, telling her there "was a lot he  
17 could do with her breasts", telling her that she got "his heart rate up", telling her that women were  
18 drawn to him, telling her about his sexual exploits, telling her he wanted to take her on vacation,  
19 telling her about his history of "tag teaming" women at conferences, telling her he would renew her  
20 contract if she became his girlfriend, telling her that she is "a joke", telling her that men look at her  
21 "like a piece of meat", telling her to call him three to five times a day to tell him what she was  
22 doing, telling her "mama you are so big, what I could do with those boobs", telling her that he  
23 could spend money on her and to call him "Santa Claus", telling her that "she tasted so good"  
24 while kissing the side of her face, asking her if her "boyfriend satisfied her", telling her he might be  
25 able to have sex with her because things were not working out with his wife, telling her that he did  
26 not think he could handle her in bed, repeatedly asking her what color panties she was wearing,  
27 telling her he could really enjoy a "Monica Lewinsky", implying that she got the job by giving  
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1 sexual favors, attempting to hug her, touching and stroking her hands, stroking her thigh,  
2 repeatedly trying to kiss her, grabbing her by the waist, putting his arms around her, and other  
3 conduct according to proof.

4 19. The foregoing conduct was unconsented to, was based on Plaintiff's sex/gender and created  
5 an intimidating and hostile work environment based on her sex/gender. Such conduct constitutes  
6 illegal sexual harassment in violation of Government Code § 12940(j) and other provisions of  
7 FEHA.

8 20. CBMWD and Does 1 through 100, inclusive, and each of them, are strictly liable for the  
9 harassment by Apodaca because, at all times relevant, Apodaca was acting as CBMWD's, Board  
10 member, manager, managing agent and supervisor. CBMWD and Does 1 through 100, inclusive,  
11 and each of them, are also liable because they, through members of management and/or the Board,  
12 knew about the harassment but failed to investigate and failed to take immediate and appropriate  
13 remedial measures. Such conduct violates Government Code § 12940(j) and other provisions of  
14 FEHA.

15 21. Defendant Apodaca is independently liable for his own conduct.

16 22. As a proximate result of the said harassment, Plaintiff has suffered mental anguish and  
17 emotional suffering, past and future, in an amount in excess of the minimum jurisdiction of this  
18 Court and according to proof.

19 23. As a further proximate result of the said harassment as afore pled, Plaintiff has suffered a  
20 loss of tangible employment benefits, past and future, including lost wages and fringe benefits in  
21 an amount in excess of the minimum jurisdiction of this Court and according to proof. Plaintiff  
22 claims such amount as damages together with pre-judgment interest pursuant to Civil Code section  
23 3287 and/or any other provision of law providing for pre-judgment interest.

24 24. As a further and proximate result of the said harassment as afore pled, Plaintiff was  
25 required to and did seek medical attention, and will need medical attention in the future, all to  
26 Plaintiff's damages in a sum according to proof.

1 25. As a further proximate result of the Defendant Employers' harassment as afore pled,  
2 Plaintiff was forced to and did retain attorneys, and is accordingly entitled to an award of  
3 attorneys' fees and costs according to proof at the time of trial.

4 26. The afore pled conduct of Defendant Apodaca constitutes oppression, fraud, and malice  
5 thereby entitling Plaintiff to an award of punitive damages against Apodaca.

6 **SECOND CAUSE OF ACTION**

7 **SEXUAL HARASSMENT (QUID PRO QUO) IN VIOLATION OF FEHA**

8 **(BY PLAINTIFF AGAINST ALL DEFENDANTS )**

9 27. Plaintiff incorporates by reference, as though set forth in full herein, each and every  
10 allegation contained in Paragraphs 1 through 26, inclusive above.

11 28. Plaintiff was subjected to a pattern of sexual harassment by Apodaca all as afore pled.  
12 Plaintiff is informed and believes that her employment contract would have been extended if she  
13 had agreed to have sex with Apodaca, and if she had not reported the harassment.

14 29. Apodaca explicitly and implicitly conditioned job benefits and the absence of job  
15 detriments on Plaintiff's acceptance of sexual conduct, all as afore pled. The sexual conduct was  
16 unwelcome and offensive. Plaintiff's contract was not renewed because she refused to have sex  
17 with Apodaca and because she reported the conduct.

18 30. Such conduct constitutes quid pro quo sexual harassment in violation of *Government Code*  
19 § 12940(j).

20 31. CBMWD and DOES 1 through 100, inclusive, are liable because Defendant Apodaca was  
21 acting as a Board member, managing agent, manager, and/or supervisor on behalf of CBMWD.

22 32. Apodaca is individually liable for his own conduct.

23 33. As a proximate result of the said harassment, Plaintiff has suffered mental anguish and  
24 emotional suffering past and future in an amount in excess of the minimum jurisdiction of this  
25 Court and according to proof.

26 34. As a further proximate result of the said harassment as afore pled, Plaintiff has suffered a  
27 loss of tangible employment benefits past and future including lost wages and fringe benefits in an  
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1 amount in excess of the minimum jurisdiction of this Court and according to proof. Plaintiff claims  
2 such amount as damages together with pre-judgment interest pursuant to Civil Code section 3287  
3 and/or any other provision of law providing for pre-judgment interest.

4 35. As a further and proximate result of the said harassment as afore pled, Plaintiff was  
5 required to and did seek medical attention, and will need medical attention in the future, all to  
6 Plaintiff's damages in a sum according to proof.

7 36. As a further proximate result of the Defendant Employers' harassment as afore pled,  
8 Plaintiff was forced to and did retain attorneys, and is accordingly entitled to an award of  
9 attorneys' fees and costs according to proof at the time of trial.

10 37. The afore pled conduct of Apodaca constitutes oppression, fraud, and malice thereby  
11 entitling Plaintiff to an award of punitive damages against Apodaca.

12 **THIRD CAUSE OF ACTION**

13 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

14 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

15 38. Plaintiff incorporates by reference, as though set forth in full herein, each and every  
16 allegation contained in Paragraphs 1 through 37, inclusive above.

17 39. Apodaca sexually harassed Plaintiff as afore pled.

18 40. The afore pled conduct by Apodaca was extreme and outrageous conduct beyond all  
19 bounds of human decency.

20 41. Apodaca either intended to cause or acted in reckless disregard of the probability of causing  
21 Plaintiff extreme emotional distress.

22 42. At all relevant times, Defendants had actual or constructive knowledge of extreme and  
23 outrageous conduct described herein, and condoned, ratified and participated in such extreme and  
24 outrageous acts.

25 43. As a proximate cause of Apodaca's conduct, Plaintiff in fact experienced severe emotional  
26 distress.

27 44. Apodaca is liable for his own tortuous conduct.



1 45. CBMWD and Does 1-100 are liable for the conduct of Apodaca, because he was at all  
2 times relevant acting within the course and scope of his agency and employment and pursuant to  
3 the doctrine of respondeat superior.

4 46. Alternatively, The Defendant CBMWD and Does 1-100 is liable for the conduct of  
5 Apodaca, because it authorized or ratified the said conduct as set forth above.

6 47. As a proximate result of the said conduct, Plaintiff has suffered mental anguish and  
7 emotional suffering past and future in an amount in excess of the minimum jurisdiction of this  
8 Court and according to proof.

9 48. As a further and proximate result of the said conduct, Plaintiff was required to and did seek  
10 medical attention, and will need medical attention in the future, all to Plaintiff's damages in a sum  
11 according to proof.

12 49. As a further proximate result of the said conduct, Plaintiff has suffered a loss of tangible  
13 employment benefits past and future including lost wages and fringe benefits in an amount in  
14 excess of the minimum jurisdiction of this Court and according to proof. Plaintiff claims such  
15 amount as damages together with pre-judgment interest pursuant to Civil Code section 3287 and/or  
16 any other provision of law providing for pre-judgment interest.

17 50. The afore pled conduct of Apodaca constitutes oppression, fraud, and malice thereby  
18 entitling Plaintiff to an award of punitive damages against Apodaca.

19 **FOURTH CAUSE OF ACTION**

20 **NEGLIGENCE (INCLUDING NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)**

21 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

22 51. Plaintiff incorporates by reference, as though set forth in full herein, each and every  
23 allegation contained in Paragraphs 1 through 50, inclusive above.

24 52. The Defendants and each of them owed Plaintiff a duty of due care, due to among other  
25 things their relationship.

26 53. The risk of harm to Plaintiff was foreseeable.

1 54. Plaintiff is informed and believes and thereon alleges that Apodaca negligently and without  
2 due care and cause or provocation harassed Plaintiff, and retaliated against her for complaining of  
3 such harassment, thereby causing Plaintiff to suffer damages as alleged herein, including emotional  
4 distress. Said conduct breached his duty of care to Plaintiff.

5 55. CBMWD and Does 1-100 negligently and without due care allowed Plaintiff to work alone  
6 with Apodaca despite their knowledge of his history of sexually harassing females, and negligently  
7 allowed her to continue working with him despite her repeated complaints of sexual harassment.  
8 Said conduct breached their duty of care to Plaintiff.

9 56. The acts and omissions against Plaintiff manifested an unreasonable risk of harm to  
10 Plaintiff. As a direct and proximate cause of Defendants' negligence, Plaintiff suffered injuries and  
11 compensatory damages in an amount to be proven at trial.

12 57. Apodaca is liable for his own tortuous conduct.

13 58. CBMWD and Does 1-100 are liable for the conduct of Apodaca, because he was at all  
14 times relevant acting within the course and scope of his agency and employment, and pursuant to  
15 the doctrine of respondeat superior.

16 59. Alternatively, CBMWD and Does 1-100 are liable for the conduct of Apodaca, because it  
17 authorized or ratified the said conduct as set forth above.

18 60. CBMWD and Does 1-100 are liable for its own tortious conduct in allowing Plaintiff to  
19 work alone with Apodaca despite their knowledge of his history of sexually harassing females, and  
20 negligently allowed her to continue working with him despite her repeated complaints of sexual  
21 harassment.

22 61. As a proximate result of the said conduct, Plaintiff has suffered mental anguish and  
23 emotional suffering past and future in an amount in excess of the minimum jurisdiction of this  
24 Court and according to proof.

25 62. As a further and proximate result of the said conduct, Plaintiff was required to and did seek  
26 medical attention, and will need medical attention in the future, all to Plaintiff's damages in a sum  
27 according to proof.





1 79. Alternatively, the Defendant CBMWD and Does 1-100 are liable for the conduct of  
2 Apodaca, because it authorized or ratified the said conduct as set forth above.

3 80. As a proximate result of the said conduct, Plaintiff has suffered mental anguish and  
4 emotional suffering past and future in an amount in excess of the minimum jurisdiction of this  
5 Court and according to proof. Plaintiff claims such amount as damages together with pre-judgment  
6 interest pursuant to Civil Code section 3287 and/or any other provision of law providing for pre-  
7 judgment interest.

8 81. As a further and proximate result of the said conduct, Plaintiff was required to and did seek  
9 medical attention, and will need medical attention in the future, all to Plaintiff's damages in a sum  
10 according to proof.

11 82. The afore pled conduct of Apodaca constitutes oppression, fraud, and malice thereby  
12 entitling Plaintiff to an award of punitive damages against Apodaca.

13 **SEVENTH CAUSE OF ACTION**

14 **BATTERY**

15 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

16 83. Plaintiff incorporates by reference, as though set forth in full herein, each and every  
17 allegation contained in Paragraphs 1 through 82, inclusive above.

18 84. Apodaca touched Plaintiff with the intent to harm or offend Plaintiff. This harmful or  
19 offensive touching included, but was not limited to: kissing the side of her face, hugging her,  
20 touching and stroking her hands, stroking her thigh, repeatedly trying to kiss her, grabbing her by  
21 the waist, putting his arms around her, and other conduct according to proof.

22 85. Plaintiff did not consent to this conduct or contact.

23 86. Plaintiff was harmed and offended by this touching.

24 87. This conduct constitutes a battery.

25 88. Apodaca is liable for his own tortuous conduct.

1 89. CBMWD and Does 1-100 are liable for the conduct of Apodaca, because he was at all  
2 times relevant acting within the course and scope of his agency and employment, and pursuant to  
3 the doctrine of respondeat superior.

4 90. Alternatively, CBMWD and Does 1-100 are liable for the conduct of Apodaca, because it  
5 authorized or ratified the said conduct as set forth above.

6 91. As a proximate result of the said conduct, Plaintiff has suffered mental anguish and  
7 emotional suffering past and future in an amount in excess of the minimum jurisdiction of this  
8 Court and according to proof.

9 92. As a further and proximate result of the said conduct, Plaintiff was required to and did seek  
10 medical attention, and will need medical attention in the future, all to Plaintiff's damages in a sum  
11 according to proof.

12 93. The afore pled conduct of Apodaca constitutes oppression, fraud, and malice thereby  
13 entitling Plaintiff to an award of punitive damages against Apodaca.

14 **EIGHTH CAUSE OF ACTION**

15 **SEXUAL BATTERY**

16 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

17 94. Plaintiff incorporates by reference, as though set forth in full herein, each and every  
18 allegation contained in Paragraphs 1 through 93, inclusive above.

19 95. In violation of Civil Code section 1708.5, Apodaca intentionally caused an offensive  
20 contact with one or more intimate parts of Plaintiff's body as aforepled.

21 96. Apodaca is liable for his own tortuous conduct.

22 97. CBMWD and Does 1-100 are liable for the conduct of Apodaca, because he was at all  
23 times relevant acting within the course and scope of his agency and employment, and pursuant to  
24 the doctrine of respondeat superior.

25 98. Alternatively, CBMWD and Does 1-100 are liable for the conduct of Apodaca, because it  
26 authorized or ratified the said conduct as set forth above.

1 99. As a proximate result of the said conduct, Plaintiff has suffered mental anguish and  
2 emotional suffering past and future in an amount in excess of the minimum jurisdiction of this  
3 Court and according to proof.

4 100. As a further and proximate result of the said conduct, Plaintiff was required to and did seek  
5 medical attention, and will need medical attention in the future, all to Plaintiff's damages in a sum  
6 according to proof.

7 101. The afore pled conduct of Apodaca constitutes oppression, fraud, and malice thereby  
8 entitling Plaintiff to an award of punitive damages against Apodaca.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

- 11 1. For damages for lost employment income and benefits, past and future, according to proof;  
12 2. For general damages for pain and suffering according to proof;  
13 3. For damages for past and future medical expenses according to proof;  
14 4. For attorney's fees according to proof except on the first and second cause of action;  
15 5. For costs of suit incurred herein;  
16 6. For prejudgment interest to the extent allowed by law;  
17 7. For punitive damages; and  
18 8. For such other and further relief as the court deems just and proper.

19 Dated: November 20, 2013

**SOTTILE ■ BALTAXE**

20  
21 By   
22 **MICHAEL F. BALTAXE, ESQ.**  
Attorneys for Plaintiff Sigrid Lopez

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff hereby requests a trial by jury.

25 Dated: November 20, 2013

**SOTTILE ■ BALTAXE**

26  
27 By   
28 **MICHAEL F. BALTAXE, ESQ.**  
Attorneys for Plaintiff Sigrid Lopez