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County of Sonoma
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7 **SUPERIOR COURT OF CALIFORNIA**
8 **COUNTY OF SONOMA**

9 LISA CANNON

) Superior Court Case No. SCV 24CV01482

)

11) **FIRST AMENDED COMPLAINT**
12) **FOR DAMAGES:**

12 Plaintiff,

)

13) 1. Sex Harassment (Govt. Code
§12940(j));

14 v.

)

15) 2. Sex Discrimination (Govt. Code
§12940(a);

15 REDWOOD EMPIRE FOOD BANK;
16 DAVID GOODMAN; and Does 1 to 5,
Inclusive,

)

17) 3. Retaliation (Govt. Code
§12940(h));

17 Defendants.

)

18) 4. Failure to Prevent Harassment,
Discrimination, or Retaliation
Govt. Code § 12940(k); CACI
2527;

20 5. Wrongful Discharge in Violation
of Public Policy

22 Jury Trial Requested

23 Plaintiff Lisa Cannon, alleges:

24 **PRELIMINARY STATEMENT**

25 1. This is a sexual harassment, retaliation, wrongful termination case against
26 Defendant Redwood Empire Food Bank and Defendant David Goodman, its CEO during
27 Plaintiff's employment. Defendant Goodman unlawfully terminated Plaintiff, Defendant
28

1 Redwood Empire Food Bank’s former Director of Development, on January 12, 2024,
2 without cause, because he had been sexually harassing her throughout her 5 year
3 employment. In an attempt to protect himself, and in retaliation for sexually harassing
4 Plaintiff, and Plaintiff opposing Goodman’s sexual harassment, CEO Goodman fired
5 Plaintiff, “to protect the Food Bank.” CEO Goodman thereafter lied to the Redwood
6 Empire Food Bank Board of Directors, falsely reporting that Plaintiff resigned. Plaintiff
7 was an exemplary employee. Her salary doubled in 5 years, and raised millions of dollars for
8 Defendant Redwood Empire Food Bank, while having to manage CEO Goodman’s sexual
9 harassment of her.
10
11

12 **PARTIES**

13 2. **The Plaintiff.** Lisa Cannon (“Plaintiff”) is a female resident of Sonoma
14 County, California and a former employee of Defendant Redwood Empire Food Bank.
15

16 3. **The Defendants.** At all relevant times, Defendants were subject to duties
17 imposed by state statutes and regulations to prohibiting discrimination and harassment in
18 employment and prohibiting retaliation for protesting and opposing illegal conduct,
19 including but not limited to Govt. Code § 12900 *et seq.* Defendant REFB and Defendant
20 Goodman (collectively “Defendants”) were, at all relevant times, employers within the
21 meaning of the California Fair Employment and Housing Act (“FEHA”), Govt. Code §§
22 12926, 12926.2.
23

24 **A. Defendant REDWOOD EMPIRE FOOD BANK** (hereinafter
25 sometimes referred to as “Defendant REFB”) is organized as a *non-religious* nonprofit benefit
26 California corporation, subject to the prohibitions against discrimination made unlawful in
27 employment practices by Govt. Code § 12926.2, subd.(f)(2). Defendant REFB has its
28

1 headquarters in Santa Rosa, California, in Sonoma County. Defendant REFB has at all
2 relevant times employed more than five employees for purposes of Govt. Code § 12900 *et*
3 *seq.* As a nonprofit, Defendant REFB's Board of Directors were responsible for supervising
4 and evaluating its CEO, Defendant Goodman, and ensuring that Defendant REFB operated
5 legally and ethically.
6

7 **B. Defendant DAVID GOODMAN** (hereinafter "Goodman," "CEO
8 Goodman," and/or "Defendant Goodman") is an individual who at all relevant times, was
9 Plaintiff's direct supervisor, and the Chief Executive Officer of Defendant REFB.
10

11 **4. Alter-Ego & Joint Employer Allegations:**

12 Plaintiff is informed and believes at all times mentioned herein, each of the
13 Defendants was the agent or employee of each of the other Defendants, and, in taking all
14 of the actions alleged herein, was acting within the course and scope, purpose, knowledge,
15 approval and consent of such agency and employment, and with the ratification, permission
16 and consent of each of the other Defendants. Additionally, each of the Defendants
17 conspired with each other to perpetrate the various unlawful acts described here.
18 Accordingly, each of the named Defendants is jointly and severally liable for the acts of each
19 of the other named Defendants. Plaintiff is informed and believes and alleges that at all
20 relevant times, Defendants and its agents, were "employers" within the meaning of the
21 California Civil Rights Department, California Government Code §12940, *et seq.*, and has,
22 along with the other Defendants, been a joint employer of Plaintiff.
23
24

25 **5. Doe Allegations.** Plaintiff is ignorant of the true names and capacities of
26 defendants sued as "Does 1 through 5 inclusive" and therefore sues these defendants by
27 fictitious names. Plaintiff will amend this Complaint to allege their true names and
28

1 capacities when ascertained. Plaintiff is informed and believes and thereon alleges, that each
2 of the Defendants designated herein as a “doe” is responsible in some manner for the
3 injuries suffered by Plaintiff, and for damages proximately caused by the conduct of each
4 such Defendant as herein alleged. At all times herein mentioned, each of the Doe
5 Defendants and employees of Defendants were the agents, managing agents, servants and
6 employees of the remaining Defendants, and each of them, and at all times herein
7 mentioned, was acting within the course and scope of said agency, service and employment.
8

9
10 6. **Agency Allegations.** Plaintiff is informed and believes, and on that basis
11 alleges, that each of the named Defendants was the agent, servant, employee or
12 representative of his, her, or its co-defendant and each of them, and in doing the things here
13 alleged was acting in the scope of such Defendant’s authority as such agent, employee or
14 representative and with the permission and consent of said co-defendants. Plaintiff is
15 informed and believes and alleges that at all relevant times, Defendants’ employees were
16 managing agents who exercised substantial independent authority and judgment in their
17 corporate decision making so that their decisions ultimately determined Defendants’
18 corporate policies. Plaintiff is informed and believes and on that basis alleges that
19 Defendants and their employees and each of them were at all relevant times aware of the
20 conduct of Defendants and their agents and employees, and each of the other Defendants
21 and approved and ratified that conduct.
22
23

24 7. **Punitive Damages Allegations.** Plaintiff is informed and believes and alleges
25 that at all relevant times, Defendants employees were managing agents who exercised
26 substantial independent authority and judgment in their corporate decision making so that
27 their decisions ultimately determined Defendants’ corporate policies. Defendant REFB’s
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1 employees were agents of Defendant REFB who were also officers, directors, and/or
2 managing agents of Defendant REFB including but not limited to, Defendant REFB's
3 Board of Directors, Paula Handelman, Defendant Goodman, all of whom had advance
4 knowledge of the unfitness of Defendant Goodman, and acted with a knowing disregard
5 for the rights or safety of others; and/or authorized and/or ratified the unlawful conduct
6 herein alleged. Defendants and its officers and directors and agents, including Defendant
7 REFB's Board of Directors, engaged in conduct with malice, oppression, or fraud, and/or
8 acted with deliberate indifference toward the rights of others.
9
10

11 8. At all relevant times during Plaintiff's employment, David Goodman was the
12 CEO of Defendant REFB (even though Defendant's 9/8/20 Secretary of State Statement
13 of Information filing incorrectly lists former Board Chair, current Board Member, Gayle
14 Guynup, as Defendant's CEO (See Exhibit A) and does not name Goodman as Defendant's
15 CEO until Defendant's January 26, 2022, Statement of Information filing (See Exhibit B),
16 and/or a managing agent with discretionary authority for Defendant Redwood Empire
17 Food Bank.
18

19 9. At all relevant times during Plaintiff's employment, Paula Handelman was the
20 Director of Finance. In addition, from the start of Plaintiff's employment until December
21 2022, Handelman was also the person in charge of Defendant's Human Resources. In
22 December 2022, Handelman trained the new HR manager for about six months. At all
23 relevant times, Handelman had discretionary authority for Defendant Redwood Empire
24 Food Bank and was a managing agent.
25
26
27
28

1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

2 10. Plaintiff filed charges of discrimination with the California Civil Rights
3 Department (formerly the Department of Fair Employment and Housing). Plaintiff
4 requested and received a Right to Sue Notice, filed February 7, 2024 (attached as Exh. C).
5

6 **FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION**

7 11. **Plaintiff's Hire & Pay Increases:** On or around November 19, 2018,
8 Defendant REFB's CEO, David Goodman, hired Plaintiff for the position of Director of
9 Development with a starting salary of \$95,000 per year, plus benefits. On or around July
10 29, 2019, Plaintiff received a \$15,000 pay raise, making \$110,000 per year. On or around
11 February 1, 2020, Plaintiff received a \$10,000 raise, making \$120,000 per year. On or around
12 November 10, 2021, Plaintiff received a \$18,000 raise, earning \$138,000 per year. On or
13 around July 11, 2022, Plaintiff received a \$13,437 raise, earning \$151,437 per year. This raise
14 was retroactive to November 2021. On or around August 2022, Plaintiff received a \$15,144
15 raise, earning \$166,581 per year. CEO Goodman was late on Plaintiff's review, which is why
16 CEO Goodman informed Plaintiff her raise was so close to the prior one. On or around
17 August 2023, Plaintiff received a \$25,419.00 raise, earning \$192,000.00 per year.
18

19 12. As the Director of Development, Plaintiff was responsible for managing nine
20 (9) high performing employees. During her 5 years at Defendant REFB, the donor database
21 doubled, and its annual revenue almost doubled from \$8 million, to over \$15 million per
22 year under her leadership. Plaintiff loved her job tremendously.
23

24 13. Throughout Plaintiff's employment, Plaintiff was subjected to unwanted sexual
25 harassment by CEO Goodman, as well as unlawful retaliation by Goodman and other
26 managing agents of Defendant who blamed Plaintiff for not keeping CEO Goodman at bay.
27
28

1 Some, but not all, of CEO Goodman's harassing conduct and retaliation include:

2 14. In or around January 2019, Paula Handelman told Plaintiff that David
3 Goodman becomes easily enamored of people and it usually doesn't last very long, and
4 when he's done, they will have a target on their back.
5

6 15. In or around May 2019, a female direct report of Plaintiff's quit and filed a
7 charge of sex harassment/hostile work environment against CEO Goodman and Defendant
8 REFB after CEO Goodman sent the employee an inappropriate video clip.
9

10 16. In or around July 2019, Handelman again warned Plaintiff in regard to CEO
11 Goodman's behavior toward Plaintiff, to remember that when CEO Goodman becomes
12 enamored with someone, as Handelman was indicating CEO Goodman was toward
13 Plaintiff, it doesn't end well because when he is done, they will have a target on their back.
14

15 17. In December 2022, just before the new Human Resources manager, Patty
16 Striniste started, Handelman told Defendant's Directors that she was very concerned about
17 getting a new Human Resources Director because of Goodman's historical and current
18 inappropriate behavior. Handelman said the way Goodman behaves is going to get
19 Defendant into trouble. Handelman specifically mentioned the way Goodman is around
20 Plaintiff, as well as him telling two of Plaintiff's direct reports about his prostate surgery in
21 great detail. Handelman told the other Directors that she felt obligated to share her
22 concerns with Goodman, and that she would tell him that he needed to tone it down when
23 the new HR Manager started. After, Handelman told Plaintiff and the other Directors that
24 she spoke to Goodman about his inappropriate behavior, saying, "Who knows if he will
25 listen, but I did my part."
26
27

28 18. On several occasions over the years Plaintiff worked at Defendant REFB,

1 CEO Goodman would share intimate details about his marriage and tell Plaintiff that he was
2 in a sexless marriage. CEO Goodman told Plaintiff, "Please tell me you are still experiencing
3 intimacy with Chris." Plaintiff said that she and Chris were doing great and very much in
4 love. CEO Goodman told Plaintiff that their sex life would change after they were together
5 longer. CEO Goodman would act irritated when Plaintiff, in response to CEO Goodman's
6 comments, would say she loved her boyfriend/later fiancé, Chris. Goodman would tell
7 Plaintiff to give it time, Chris and Plaintiff's passion would fade.
8

9
10 19. Throughout Plaintiff employment, CEO Goodman would tell Plaintiff about
11 his romantic partners outside of his marriage.

12 20. CEO Goodman would spend hours in Plaintiff's office, for non-work
13 purposes and often close the door. Plaintiff would tell CEO Goodman that she needed to
14 make Defendant money and work, she would tell CEO Goodman that she needed to use
15 the restroom, and come up with reasons for her leaving her office to indicate to CEO
16 Goodman that he should exit her office. CEO Goodman would say in response that he
17 would go to the restroom with Plaintiff. When Plaintiff returned from using the restroom,
18 CEO Goodman would still be in Plaintiff's office. CEO Goodman would tell Plaintiff to
19 just make donor calls while he was there. CEO Goodman would often stare at Plaintiff
20 while she made calls. Plaintiff told CEO Goodman that it made others uncomfortable that
21 he would be in her office for so long. CEO Goodman said, "That's bullshit, who told you
22 that, Paula?" Goodman said that it did not matter what others thought and that they could
23 "fuck off."
24
25

26
27 21. CEO Goodman told Plaintiff a few times that he was diagnosed with MS
28 (multiple sclerosis) after he married his wife, and that when he enters into new relationships,

1 he the first thing he tells the person is that he has MS.

2 22. CEO Goodman told Plaintiff several times that they would be great in a
3 relationship and that Plaintiff “would be a fantastic partner.” He also told Plaintiff that
4 Defendant’s Director of Program’s, Allison Goodwin, would be “a great partner.” CEO
5 Goodman also told Plaintiff that he “would even consider being in a relationship with
6 (REFB colleague Neighborhood Hunger Network Manager) Jessica Hernandez because she
7 was so sweet and quiet but also very smart and beautiful.” Plaintiff tried to change the
8 subject.
9

10
11 23. CEO Goodman would often text or email Plaintiff late at night and early on
12 the weekends texting hi or asking how her weekend was going or to tell Plaintiff how great
13 she was.

14 24. CEO Goodman told Plaintiff that he paid for her phone and that she was a
15 Director so needed to be available at all times to him. Plaintiff asked her colleagues if he
16 was also texting them and they said no.

17
18 25. Plaintiff had a standing Monday morning meeting with CEO Goodman. He
19 would ask Plaintiff how her weekend was and what she did. CEO Goodman started
20 grimacing and say that sounds boring and asked if her boyfriend Chris ever did anything
21 special for her. He told Plaintiff that she was special and that her boyfriend should be doing
22 special things for her. After a few years, Plaintiff told Goodman she no longer wanted to
23 discuss her weekends with him because it made her uncomfortable and that she loved her
24 boyfriend very much. Goodman cut Plaintiff off and said her boyfriend should do special
25 things for her.
26

27
28 26. Throughout Plaintiff’s employment, Handelman told Plaintiff that Plaintiff

1 needed to get boundaries with Goodman and that Goodman could get more donor calls and
2 work done if he was not spending so much time with Plaintiff. Plaintiff said he is her boss
3 and she cannot tell him to leave her office.
4

5 27. In or around early 2020, CEO Goodman came into Plaintiff's office and said
6 said he thinks it would be in his best interests if Plaintiff deleted text messages from him and
7 they could "start fresh." CEO Goodman said he would also delete her texts to him, if
8 Plaintiff deleted his texts to her. Plaintiff said, "I'm not worried about my texts to you, but
9 I can see you being worried about your texts to me." In response, Goodman said, "I'm
10 being serious, Lisa. Delete my text messages now." Thereafter, Goodman told Plaintiff a
11 few times to give him her phone so he could check her text messages.
12

13 28. Starting in or around early 2020, CEO Goodman would ask Plaintiff to go to
14 lunch with him almost everyday. CEO Goodman never let Plaintiff pay for lunch when she
15 went to lunch with him. CEO Goodman told Plaintiff to eat healthy and not put junk food
16 in her body. When Plaintiff would mention inviting others to join them for lunch,
17 Goodman would tell Plaintiff to not invite others and that he wanted to have lunch with her
18 alone.
19

20 29. When Plaintiff said no to going out to lunch with CEO Goodman, he would
21 get upset and ask who her lunch plans were with and what she was doing. Sometimes
22 Plaintiff would make up false lunch plans so she has an excuse to not have lunch with CEO
23 Goodman. In retaliation, Goodman would be very short with Plaintiff in conversation and
24 act upset at her.
25

26 30. On or around September 20, 2020, CEO Goodman texted Plaintiff that she
27 should boot her son out of her new house for a couple of nights so that she and her
28

1 boyfriend “could experience [their new] home together...and alone.”

2 31. In or around late 2020, CEO Goodman told Plaintiff that he was on a call
3 with Debbie Espinoza and the other Board Members with CAFB (California Association
4 of Food Banks) and he asked Ms. Espinoza during the conference call if she was in a
5 relationship with a third party male food contractor whom CEO Goodman thought she
6 was supportive of. Goodman told Plaintiff that Espinoza said, “No” in response to his
7 question. Goodman told Plaintiff that he then said, “Oh right, that is what Bill Clinton
8 said about Monica Lewinsky.” He also told Plaintiff that Ms. Espinoza complained to
9 the CAFB Board. Goodman told Plaintiff he was innocent and said that it was just two
10 adults having a conversation. In the months after, CEO Goodman told Plaintiff that
11 they were thinking of removing him from the CAFB Board and that Espinoza wanted
12 him removed because she did not feel comfortable around him. CEO Goodman told
13 Plaintiff the CAFB Board formed a special committee to investigate Espinoza’s claims.

14 32. In around late 2020/early 2021, Plaintiff and CEO Goodman were driving
15 together to lunch. Plaintiff told him she had something to tell him. CEO Goodman
16 asked her, “Were you going to say you love me?” Plaintiff said no. CEO Goodman said,
17 “Because I love you.” Goodman said he loved Plaintiff very seriously, but Plaintiff
18 laughed in response, as she did not want to continue the discussion and wanted
19 Goodman to think she took his comment as a joke;

20 33. In or around 2021, Handelman, who was Defendant’s Human Resources
21 person (as well as Director of Finance), told Plaintiff that she should be trying harder
22 to stop Goodman from always being in Plaintiff’s office and in her company. Plaintiff
23 told Handelman that he is her direct boss and that it was not that easy, and she was
24 managing him the best she could. Handelman told Plaintiff that she would not want to
25 trade places with her.

26 34. In or around late March or early April 2021, CEO Goodman told Plaintiff
27 he was removed from the CAFB Board and that he could not reapply. Goodman told
28

1 Plaintiff that he told Board Chair, Gayle Guynup, of the disciplinary action CAFB took
2 against CEO Goodman, and that he asked Guynup not to tell the REFB Board.
3 Goodman told Plaintiff that Guynup told him that she had to tell the rest of the REFB
4 Board.

5 35. In or around 2021, CEO Goodman came into Plaintiff's office and told her
6 that he obtained a concealed carry weapon permit but that Plaintiff could not tell
7 anyone, and that it would be their secret, and that she was not to tell her boyfriend,
8 Chris. Plaintiff told CEO Goodman that she did not keep secrets from Chris. CEO
9 Goodman told Plaintiff that every relationship has secrets and she was not to tell her
10 boyfriend about his concealed weapon at work.

11 36. About a week later, Goodman tapped his concealed gun that he carried in
12 the front of his pants. He told Plaintiff, "Don't worry, it's just my gun, but I am happy
13 to see you." CEO Goodman brought the gun to work for about 6 months and showed
14 it to Plaintiff about two times before November 2023. Goodman at some point told
15 Plaintiff that he was looking for a new holster because it was chaffing him "down
16 there." He told Plaintiff that he asked Board Chair Guynup, if he could bring the gun
17 to work and she said no. CEO Goodman stopped bringing the gun to work for a time
18 but resumed bringing it to work around November 2023.

19 37. In or around May 2021, CEO Goodman and Plaintiff were driving to lunch
20 together in Plaintiff's car. Plaintiff said that she was having a great day and that nothing
21 could bring her down. CEO Goodman asked if he could take a swipe, Plaintiff
22 uncomfortably said, Ok. CEO Goodman said, "What if I told you I have been fucking
23 [Plaintiff's son] for the past year?" Plaintiff was shocked and was speechless and felt
24 paralyzed. Plaintiff felt horrible for not telling CEO Goodman off for saying such an
25 inappropriate, offensive comment about her son.

26 38. In around June 2021, Handelman told Plaintiff that she and CEO
27 Goodman were going to lunch too often and that it was hurting the organization by
28 Goodman being around Plaintiff so much. Handelman also told Plaintiff that she spoke

1 with Goodman regarding this and he said he was unwilling to change his behavior.
2 Plaintiff told Handelman that she felt stuck and agreed they spent too much time
3 together but she was afraid to say anything to Goodman. Handelman said she
4 understood but that Plaintiff should have more boundaries with Goodman. Handelman
5 said she would talk to Goodman again.

6 39. In response to Handelman talking to Plaintiff, Plaintiff told Goodman what
7 Handelman said, and that she could not go out to lunch with him as they had been and
8 that he could not spend so much time in her office. CEO Goodman told Plaintiff that
9 Handelman could “fuck off.”

10 40. In further retaliation, CEO Goodman told Plaintiff that if she was not
11 going to spend time with him at work, then Plaintiff would need to write a daily report
12 about what Plaintiff was working on. Alternatively, Plaintiff would need to have daily
13 meetings with CEO Goodman, to keep him updated on her work and her team’s
14 progress. Plaintiff told CEO Goodman that his requests were retaliatory. He told
15 Plaintiff that he did not care what she thought.

16 41. In or around December 2022, CEO Goodman told Plaintiff he had a visit
17 from a donor, and she asked him if he wanted to have sex with her. He said he “thought
18 about fucking her in his trailer that was on the back of his truck” but he decided it
19 would not be a good idea to become intimate with a donor.

20 42. In or around January 2023, Goodman told Plaintiff that when he makes
21 love to a woman, he wants to know all about her body and that a woman’s body is like
22 an instrument and that he wants to learn how to play it perfectly. In or around May
23 2023, Goodman told Defendant REFB’s new HR Director, Patty Striniste, “I don’t give
24 a fuck” when she asked Goodman why he sent an email that disturbed several
25 employees at a Directors’ meeting. And in or around midsummer 2023, Handelman told
26 Plaintiff there was no way Goodman was working as hard as he should be when he is
27 in Plaintiff’s office all of the time.
28

1 43. On August 2, 2023, CEO Goodman texted Plaintiff that she was doing
2 great work with a great attitude. Plaintiff texted she loved her job.

3 44. On Sunday, August 20, 2023, CEO Goodman texted Plaintiff, “Are you
4 home?” at 8:32 p.m., and again texted, “Are you home?” at 10:00 p.m.

5 45. On September 25, 2023, at 8:30 p.m., Goodman texted Plaintiff, “Hi. Just
6 thinking about you. You are more terrific as time passes.”

7 46. In October 2023, CEO Goodman came back from a conference and
8 entered Plaintiff’s office. He told her he had been at a conference where Ms. Espinoza
9 had also been in attendance (Espinoza made a complaint about Goodman in 2020
10 referenced above) and learned she had breast cancer. He told Plaintiff that he hoped she
11 dies a slow death.

12 47. In October 2023, CEO Goodman told Plaintiff to get a “pixie haircut”
13 because “it would look cute and pixie haircuts were sexy.” CEO Goodman told Plaintiff
14 that she had “horsey girl hair” and that having a real hairstyle was much better for
15 Plaintiff’s face. When Plaintiff said she would not get a short haircut, he said, “Will you
16 consider getting a pixie hair cut, for me?”

17 48. In or around October 2023, CEO Goodman told Plaintiff that before she
18 was working at Defendant REFB, he would look out his window and not see any
19 attractive people and now, he looks out his window and sees several attractive people;

20 49. In or around October/November 2023, CEO Goodman came into
21 Plaintiff’s office and pulled up his shirt to show Plaintiff his gun he was carrying. He
22 told Plaintiff if anything ever “went down” to hide behind him and he would protect
23 her. Plaintiff asked if Board Member Guynup, knew he was again bringing his gun to
24 The Defendant REFB, and CEO Goodman said that Guynup did not know and did not
25 need to know and that he had a right to protect himself and his loved ones (Plaintiff
26 viewed his “loved ones” as directed toward her).

27 50. In December 2023, Plaintiff had the flu and called CEO Goodman to say
28

1 she could not work. She told CEO Goodman that her fiancé, Chris, also had the flu and
2 was sick. CEO Goodman told Plaintiff that “You and Chris need to stop swapping
3 bodily fluids”.

4 51. On December 14, 2023, Goodman texted Plaintiff that she was “quite the
5 catch”.

6 52. On December 26, 2023, Goodman texted Plaintiff that she needed to re-
7 shoot her photo and bare a little shoulder. He texted that she was so girl next door and
8 that she needed to be more steamy.

9 53. On January 1, 2024, at 5:15 p.m., CEO Goodman texted Plaintiff, “Hi.”
10 Plaintiff did not want to return the text, but knew he would be upset at her if she did
11 not. Plaintiff replied, “Hello” at 6:37 p.m.

12 54. On January 2, 2024, CEO Goodman went into Plaintiff’s office and told
13 Plaintiff he had a New Year’s resolution he felt good about. He said from now on when
14 he texts someone and they don’t text him back, he is going to put them in the scrapyard
15 like the garbage they are. He said the only relationships that mattered to him were the
16 ones that reciprocated his communication efforts.

17 55. On or around January 4, 2024, HR Director Patty Striniste said to Plaintiff
18 that she had a lingering guest in Plaintiff’s office, once again [referring to Defendant
19 Goodman]. Plaintiff told Striniste, “I know, I have a hard time getting him out.” On
20 January 5, 2024, Plaintiff told Handelman that her job was hard enough with CEO
21 Goodman bothering Plaintiff all of the time (as Plaintiff had done many times before,
22 including when Handelman was in charge of Human Resources). Handelman blamed
23 Plaintiff, telling her that maybe if Plaintiff did not have her position, CEO Goodman
24 could get more work done. Plaintiff asked how this was her fault, and said that she could
25 get more work done if Goodman was not bugging her all of the time. Handelman said
26 she realized that, but if someone else had her job, maybe that person could make CEO
27 Goodman do the work he was supposed to be doing. Plaintiff responded that it was not
28 her responsibility to make sure CEO Goodman does his work. Plaintiff responded that

1 she thought she was doing an excellent job of juggling Goodman and her huge
2 workload. Handelman said she agreed with Plaintiff and thought Plaintiff needed a
3 bigger team.

4 56. On January 9, 2024, CEO Goodman at a Leadership meeting told (with all
5 of the 5 female Directors) “Do not expect me to keep things you tell me confidential.
6 I have a job to do.”

7 57. On January 9, 2024, CEO Goodman was in Plaintiff’s office for about two
8 hours, discussing non-work matters. Plaintiff told Goodman she had work to do. He
9 said he would just sit and watch her work. He then asked her to make him laugh.
10 Plaintiff said she had no new material to make him laugh. He stayed in Plaintiff’s office
11 until everyone left the office and then said ok I guess we can go home now.

12 58. On January 10, 2024, Handelman emailed Plaintiff that she was going to
13 talk to CEO Goodman.

14 59. On January 11, 2024, at 1:08 p.m., Goodman sent Plaintiff a text message
15 asking if she could talk. Plaintiff texted she could later and as she was on a call. At
16 about 2:00 p.m., he came to her office and asked if she was ready and Plaintiff went to
17 his office. He asked her if she knew Handelman was considering resigning because of
18 Plaintiff. Plaintiff said no and asked why she would resign because of her. Goodman
19 told Plaintiff to talk to Handelman in the morning, and Plaintiff said she would.
20 Goodman also told Plaintiff that Plaintiff needed to think if she wanted to be at
21 Defendant REFB. Plaintiff said she did not need to think about it, that she loved her job
22 and wanted to be there. Plaintiff asked what was going on.

23 60. Goodman told Plaintiff that he heard from Patty (HR) that were are
24 grumblings about Plaintiff and Goodman being too close and it was causing harm to the
25 organization. Plaintiff said, “This isn’t the first time HR shared concerns about how
26 much time you spend in my office.” Goodman was agitated in response and stood up.
27 Goodman continued, “This is so mind-blowing because you are perfectly perfect to me.
28 I have absolutely no issues with your work and think you are excellent for the Food

1 Bank.”

2 61. Goodman continued by saying he was so embarrassed he let this happen,
3 it was his job to protect the organization. Goodman told Plaintiff “when you go home
4 tonight and get in your bed, think about what needs to be done.” Plaintiff asked what
5 he wanted to happen and if he wanted her to step down. Goodman said he did not, but
6 he did not see a way out of this. Plaintiff was teary saying she would do whatever she
7 could to fix things. Plaintiff, however, did not know what she could do because it was
8 his harassing behavior toward Plaintiff that was the problem.

9 62. On January 12, 2024, Plaintiff talked to Handelman in Handelman’s office.
10 Plaintiff said she heard that Handelman was considering resigning because of Plaintiff
11 and she wanted to talk about that. Handelman said no, she was not considering
12 resigning because of Plaintiff. She said she had been unhappy for the past year and was
13 considering resigning because of CEO Goodman. Handelman said she could not trust
14 Goodman and that he confirmed that she could not trust him when he told the
15 Directors during the Tuesday meeting that the Directors should not expect him to keep
16 what they tell him confidential. She said she felt disrespected by Goodman because he
17 did not appreciate the time it took for her to handle the HR role and said because
18 Goodman was so close to Plaintiff, she knew he was not keeping things confidential.

19 63. On January 12, 2024, at around 11:00 a.m., CEO Goodman went to
20 Plaintiff’s office and asked her to come to his office and she did. CEO Goodman said,
21 “People are afraid to come to me because of you.” Plaintiff told Goodman that she
22 talked with Handelman that morning and she told Plaintiff she did not threaten to resign
23 because of Plaintiff (like Goodman told her yesterday). Goodman said, “That is bullshit
24 Lisa. Do you think Paula would actually tell you she was going to resign because of
25 you?”

26 64. Plaintiff said, “Yes she has never held back with me before so why would
27 she start now?” Plaintiff told Goodman that Handelman has major issues with
28

1 Goodman's relationship with Plaintiff, and that Handelman says it continues to have a
2 negative impact on the organization. Goodman was very upset, and said, "Lisa, as much
3 as I hate to do this, I do not see any other way out."

4 65. Plaintiff said, "I have no idea what you are talking about, and I don't know
5 what to say or think but I know we can work it out." Goodman looked down at the
6 floor and said, "At this point I do not have tools in my toolbelt to fix it other than the
7 termination tool, and I am afraid I have to use it now." Goodman said, "Lisa, Patty (HR)
8 told me that our relationship is harmful to the organization and that because we are so
9 close people are afraid to come to me for anything."

10 66. Plaintiff said, "Well this isn't the first time HR has told you that your
11 relationship with me isn't good for the organization. Goodman said, "Lisa, if you truly
12 care about the Redwood Empire Food Bank you should consider resigning." Plaintiff
13 said, "No way, David, I love my job and my team." He looked down at his pretend
14 toolbelt and said, "I wish I had more tools in my toolbelt to fix this, but again, the only
15 tool I see is the termination tool."

16 67. Plaintiff said, "David, we can fix this, whatever it is we can fix." Goodman
17 said, "Lisa, it is my job to protect the organization and I am not doing my job right by
18 protecting you." Plaintiff said, "David, what are you talking about?" Goodman said,
19 "You have done an incredible job, and this is not performance based at all but your time
20 at the Redwood Empire Food Bank is over." Plaintiff said, "David are you firing me?"
21 Goodman said he did not want to, but he had no other choice. Goodman said, "What
22 is it going to take to keep you quiet? How much is it going to take for you to not blow
23 me up?"

24 68. Goodman continued, "I can say you resigned if that is better for you and
25 your future." Plaintiff said, "I did not resign so please don't say that." Goodman said,
26 "Well what is it going take to keep you quiet." Plaintiff told Goodman, "You didn't hire
27 me because I was quiet." Goodman said again he did not have anymore tools in his
28

1 toolbelt. Plaintiff said, “You’re no longer paying me to talk to you. I think you’re creepy
2 and weird and have been harassed by you long enough.” Goodman said, “I think it is
3 time for you to go home, Lisa.” Plaintiff got up, walked out of Goodman’s office and
4 went to her office to gather a few of her belongings. Plaintiff left her office and told a
5 colleague that Defendant Goodman had just terminated her. Plaintiff then went to her
6 car in Defendant REFB’s parking lot and sent a message to her team saying she was no
7 longer with Defendant Redwood Empire Food Bank. While Plaintiff was still sitting in
8 her car in Defendant REFB’s parking lot, Plaintiff then called Defendant REFB’s Board
9 Chair, Andy Bannister, and left a voice mail saying that Goodman just terminated her
10 out of the blue and that HR was not even in the room. Plaintiff asked Bannister to call
11 her back but Bannister never contacted Plaintiff. At 5:34 p.m., Defendant REFB’s HR,
12 Patty Striniste, emailed to “REFB Staff”, “Hello to All, We regret to announce that
13 today was Lisa’s last day at the REFB. We appreciate the energy she gave us and wish
14 her the best of luck. We will work on finding her replacement. Thank you, Patty.” And
15 at 6:39 p.m., on January 12, 2024, counsel for Defendant REFB emailed Plaintiff that
16 it was the attorney’s understanding that Plaintiff left Defendant REFB’s employment,
17 and that “the Food Bank remains interested in a path forward including a severance”
18 and inquired if Plaintiff had counsel (See Exhibit D).

19 69. Plaintiff is informed and believes and alleges that Defendants and their
20 employees and agents were at all relevant times aware of the conduct of the other as
21 herein described and approved and ratified that conduct. Subsequent to Plaintiff’s
22 January 12, 2024 termination:

23 (A) on January 16, 2024, Defendant REFB mailed via UPS Plaintiff’s last
24 paycheck, paying her through January 17, 2024, along with a “Redwood Empire Food
25 Bank Notice of Change in Relationship” document which falsely listed that Plaintiff
26 “Voluntary quit effective 1/17/24” (See Exhibit E), along with other end of
27 employment documents. Plaintiff received these documents on January 17, 2024.
28

1 Plaintiff was stunned that Defendant REFB was claiming that Plaintiff resigned given
2 that Defendant Goodman terminated Plaintiff on January 12, 2024, and within 5-10
3 minutes of Plaintiff's termination, she left a message for Board Chair, Andy Bannister,
4 informing him that Goodman terminated her and that HR was not even present;

5 (B) on January 22, 2024, Defendant REFB had the contents of Plaintiff's
6 office delivered to her front door in four Bankers' Boxes;

7 (C) on January 23, 2024, Plaintiff replied to Defendant REFB's counsel's
8 email writing, "Yes, my termination from the Redwood Empire Food Bank was quite
9 a surprise and has been incredibly difficult for me and my family. I am considering my
10 options. Please send me the Food Bank's proposed severance agreement." (Exhibit F).
11 In response, Defendant REFB offered Plaintiff "10 weeks of severance –two weeks for
12 each year of employment." (See Exhibit F) This offer was not accepted by Plaintiff;

13 (D) On or about January 29, 2024, Plaintiff was informed during a call
14 with the California Employment Development Department ("EDD") that Defendant
15 REFB [falsely] informed EDD that Plaintiff resigned;

16 (E) On February 26, 2024, Plaintiff's original complaint against
17 Defendant REFB was filed;

18 (F) According to Defendant REFB: on March 4, 2024, Defendant
19 Goodman resigned with 30 days' notice. On or after March 6, 2024, Defendant REFB
20 (1) formally accepted Defendant Goodman's resignation; (2) placed Defendant
21 Goodman on administrative leave due to the details of Plaintiff's lawsuit and; (3) shortly
22 thereafter released Defendant Goodman from his resignation notice period (see Exh.
23 H).

24 (G) On March 11, 2024, according to Defendant REFB, its new Board
25 Chair, attorney David Berry, announced in an emailed letter to its donors and
26 volunteers, "Unrelated to [Plaintiff's] lawsuit, Andy Bannister recently decided to move
27 on from his role as chair of the Redwood Empire Food Bank's board of directors, after
28

1 serving for three years.” (Exhibit G, Defendant REFB’s Letter to Donors and
2 Volunteers, Dated March 11, 2024). However, Bannister was only one-year into his
3 second two-year term as Board Chair. Plaintiff believes and alleges that the decision for
4 Bannister to not fulfill his term as Board Chair was related to Plaintiff’s lawsuit;

5 (H) On March 12, 2024, Defendant REFB issued a second Letter to its Donors
6 and Volunteers pertaining to Defendant Goodman resigning, being placed on leave, and
7 then released from his resignation notice period in response to Plaintiff’s complaint (Exhibit
8 H).

9 DAMAGES

10 70. **Non-Economic Damages.** As a direct and legal result of the conduct of
11 Defendants, and each of them, as set forth above, Plaintiff suffered damage to her
12 reputation, pain and suffering, humiliation, embarrassment, emotional distress, all in an
13 amount to be proven at trial.
14

15 71. **Exemplary and Punitive Damages.** Defendants and Defendant REFB’s
16 agents, including its Board of Directors, by their conduct as set forth above, have engaged
17 in despicable conduct, exposing Plaintiff to cruel and unjust hardship, with the intention
18 to cause injury to Plaintiff, and with conscious disregard of her rights. Defendants
19 maliciously, fraudulently, and oppressively discharged Plaintiff and discriminated, harassed
20 and retaliating against her under the circumstances described here. Defendants’ conduct
21 was carried out by its officers and directors and/or managing agents. Plaintiff is therefore
22 entitled to punitive damages in an amount to be proven at trial. Defendants’ conduct in
23 harassing, discriminating and retaliating against Plaintiff, and in terminating her
24 employment on account of CEO Goodman’s harassment and Plaintiff’s opposition to
25 discrimination and harassment and retaliation, was willful and oppressive and done in
26 conscious disregard of her rights.
27
28

1 72. **Attorney Fees and Costs:** As a result of the foregoing, Plaintiff was forced
2 to hire an attorney to prosecute this action and has and will incur substantial attorney fees
3 and costs.

4 **FIRST CAUSE OF ACTION**

5 Sex Harassment - Govt. Code § 12940(j)

6 (Against All Defendants and Does 1 through 5)

7
8 73. Plaintiff incorporates by reference as though fully set forth herein, each and
9 every allegation set forth above in this Complaint. As a separate and distinct claim for
10 relief, Plaintiff alleges as follows:

11 74. Govt. Code § 12940(j) prohibits an employer or person from harassing an
12 employee on the basis of sex. Govt. Code § 12940(j) also requires an employer who
13 knows or should have known of this harassment to take immediate and appropriate
14 corrective action to stop such harassment. Defendant REFB, as Plaintiff's employer, is
15 strictly liable for the harassing actions of Defendant Goodman, as a supervisor and agent
16 for Defendant REFB. "[A]n employer is strictly liable for all acts of sexual
17 harassment by a supervisor." *State Dept. of Health Servs. v. Superior Court* (2003) 31 Cal.4th
18 1026, 1042. Even if Defendant REFB was unaware of Defendant Goodman's harassing
19 conduct toward Plaintiff, Defendant REFB is strictly liable for the harassment. Govt.
20 § Code 12940(j)(1).
21

22 75. The harassment that was directed toward Plaintiff was severe and/or
23 pervasive and continuing, which altered the conditions of Plaintiff's employment and
24 created an abusive and hostile working environment.

25
26 76. The harassment toward Plaintiff would have interfered with a reasonable
27 employee's work performance and would have seriously affected the psychological well-
28

1 being of a reasonable employee. Plaintiff was actually and severely offended by Defendant
2 Goodman's harassment toward her. In doing the acts and omissions set forth above,
3 among others, Defendants, and each of them, violated Govt. Code § 12940(j)(1)
4 prohibitions against workplace harassment of employees based on their sex.

5 **SECOND CAUSE OF ACTION**

6 Sex Discrimination, Govt. Code § 12940(a)

7 (Against Defendant REFB and Does 1 through 5)

8 77. Plaintiff incorporates by reference as though fully set forth herein, each and
9 every allegation set forth above in this Complaint. As a separate and distinct claim for
10 relief, Plaintiff alleges as follows:

11 78. Govt. Code § 12940(a) prohibits an employer or person from discriminating
12 against an employee in the terms, conditions or privileges of employment on account of
13 that person's sex. Defendants' conduct toward Plaintiff, as described above, among
14 others, constituted discrimination on the basis of sex.

15 79. In doing the acts and omissions set forth above, among others, Defendants,
16 and each of them, violated Govt. Code § 12940(a) prohibitions against workplace
17 discrimination on employees based on their sex.

18 **THIRD CAUSE OF ACTION**

19 Retaliation - Govt. Code § 12940(h)

20 (Against Defendant REFB, and Does 1 through 5)

21 80. Plaintiff incorporates by reference as though fully set forth herein, each and
22 every allegation set forth above in this Complaint. As a separate and distinct claim for
23 relief, Plaintiff alleges as follows:

24 81. Govt. Code § 12940(h) prohibits an employer from discharging or otherwise
25
26
27
28

1 discriminating against any person because the person has opposed any practices forbidden
2 by the FEHA or because the person has filed a complaint, testified or assisted in any
3 proceeding under the FEHA. Plaintiff complained of sexual harassment and also
4 complained of being retaliated against as a result of her complaints of sexual harassment
5 and retaliation. As a result of these protected actions of Plaintiff, Plaintiff was reprimanded,
6 threatened with loss of her employment and fired for retaliatory reasons, all in violation of
7 the public policy of the State of California.
8

9 82. In doing the acts and omissions set forth above, among others, Defendants,
10 and each of them, violated Govt. Code § 12940(a) prohibitions against workplace
11 discrimination on employees based on their sex.
12

13 **FOURTH CAUSE OF ACTION**

14 Failure to Take All Reasonable Steps Necessary to Prevent Harassment, Discrimination,
15 or Retaliation - Govt. Code § 12940(k), CACI 2527
16 (Against Defendant REFB and Does 1 through 5)
17

18 83. Plaintiff incorporates by reference as though fully set forth herein, each and
19 every allegation set forth above in this Complaint. As a separate and distinct claim for
20 relief, Plaintiff alleges as follows:
21

22 84. Pursuant to Govt. Code § 12940(k), it is unlawful for an employer to fail to
23 take all reasonable steps necessary to prevent discrimination and harassment from
24 occurring.
25

26 85. In doing the acts and omissions set forth above, among others, Defendants,
27 and each of them, violated Govt. Code § 12940(k) and failed to take all reasonable steps
28 necessary to prevent discrimination, harassment, and retaliation, from occurring.

1 **FIFTH CAUSE OF ACTION**

2 Wrongful Discharge in Violation of Public Policy

3 (Against Defendant Redwood Empire Food Bank, and Does 1 through 5)

4
5 86. Plaintiff incorporates by reference as though fully set forth herein, each and
6 every allegation set forth above in this Complaint. As a separate and distinct claim for
7 relief, Plaintiff alleges as follows:

8
9 87. Plaintiff was terminated for discriminatory and retaliatory reasons without just
10 cause and for dishonest reasons, all in violation of the public policy of the State of
11 California as described above. There is a nexus between these laws and Defendants
12 unlawful termination of Plaintiff, among other reasons cited above.

13
14 88. Plaintiff is informed and believes and, on that basis, alleges that she was
15 terminated in violation of California Fair Employment & Housing laws, Govt. Code §
16 §12940 *et seq.* These laws articulate the fundamental public policies of the State of
17 California.
18

19 WHEREFORE, Plaintiff prays for the following relief against Defendants and each
20 of them:

- 21 1. For all damages allowable under Govt. §§ 12940 *et seq.* including attorneys'
22 fees and costs in an amount according to proof;
23
24 2. For general damages including but not limited to emotional distress damages
25 according to proof;
26
27 3. For all special damages according to proof;
28 4. For pre-judgement and post-judgement interest at the maximum legal rate on

1 all sums awarded;

2 5. For punitive damages pursuant to Civil Code § 3294, *et seq.*;

3 6. For a trial by jury;

4 7. For such other relief as the Court deems just and proper.

5
6
7 Dated: May 23, 2024

Candice Clipner

8 By: _____

9 Candice Clipner
10 Attorney for Plaintiff,
11 LISA CANNON
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EXHIBIT A



California Secretary of State Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information

Entity Name: REDWOOD EMPIRE FOOD BANK

Entity (File) Number: C1577158
File Date: 09/08/2020
Entity Type: Corporation
Jurisdiction: CALIFORNIA
Document ID: GJ30993

Detailed Filing Information

1. Entity Name: REDWOOD EMPIRE FOOD BANK
2. Business Addresses:
 - a. Street Address of Principal Office in California: 3990 Brickway Blvd
Santa Rosa, California 95403
United States of America
 - b. Mailing Address: 3990 Brickway Blvd
Santa Rosa, California 95403
United States of America
3. Officers:
 - a. Chief Executive Officer: Gayle Guynup
PO Box 2308
Santa Rosa, California 95405
United States of America
 - b. Secretary: Viviann Stapp
421 Aviation Blvd.
Santa Rosa, California 95403
United States of America

Document ID: GJ30993



California Secretary of State Electronic Filing

Officers (Cont'd):

- c. Chief Financial Officer: Bruce Kelm
4712 Stonehedge Drive
Santa Rosa, California 95405
United States of America
4. Agent for Service of Process: David Goodman
3990 Brickway Blvd
Santa Rosa, California 95403
United States of America

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Paula Handelman

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GJ30993

EXHIBIT B



California Secretary of State Electronic Filing

FILED

Secretary of State
State of California

Corporation - Statement of Information

Entity Name: REDWOOD EMPIRE FOOD BANK

Entity (File) Number: C1577158
File Date: 01/26/2022
Entity Type: Corporation
Jurisdiction: CALIFORNIA
Document ID: H150091

Detailed Filing Information

1. Entity Name: REDWOOD EMPIRE FOOD BANK
2. Business Addresses:
 - a. Street Address of Principal Office in California:
3990 Brickway Blvd.
Santa Rosa, California 95403
United States of America
 - b. Mailing Address:
3990 Brickway Blvd.
Santa Rosa, California 95403
United States of America
3. Officers:
 - a. Chief Executive Officer: David J Goodman
3990 Brickway Blvd.
Santa Rosa, California 95403
United States of America
 - b. Secretary: Courtney Foley
3990 Brickway Blvd.
Santa Rosa, California 95403
United States of America

Document ID: H150091



California Secretary of State Electronic Filing

Officers (Cont'd):

c. Chief Financial Officer:

Katy Long
3990 Brickway Blvd.
Santa Rosa, California 95403
United States of America

4. Agent for Service of Process:

David J Goodman
3990 Brickway Blvd
Santa Rosa, California 95403
United States of America

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Paula Handelman

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EXHIBIT C



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 7, 2024

Lisa Cannon

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202402-23539907
Right to Sue: Cannon / Redwood Empire Food Bank et al.

Dear Lisa Cannon:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective February 7, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Lisa Cannon

CRD No. 202402-23539907

Complainant,

vs.

Redwood Empire Food Bank
3990 Brickway Blvd
Santa Rosa, CA 95403

David Goodman
3990 Brickway Blvd.
Santa Rosa, CA 95403

Respondents

1. Respondent **Redwood Empire Food Bank** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **David Goodman** individual as Co-Respondent(s).

3. Complainant **Lisa Cannon**, resides in the City of **Santa Rosa**, State of **CA**.

4. Complainant alleges that on or about **January 12, 2024**, respondent took the following adverse actions:

Complainant was harassed.

Complainant was discriminated against because of complainant's sex/gender, sexual harassment- hostile environment and as a result of the discrimination was asked impermissible non-job-related questions, other.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was terminated, reprimanded.

Additional Complaint Details:

1 VERIFICATION

2 I, **Candice Clipner**, 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 February 7, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Santa Rosa, CA**
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EXHIBIT D



lisa cannon <



Redwood Empire Food Bank - Can I help?

Julie A. Marquis <
To: >

Fri, Jan 12, 2024 at 6:39 PM

Dear Lisa,

I understand that you left the Food Bank today; that had to be hard after five years of devoting so much to the organization. I also understand the Food Bank remains interested in talking about a path forward including a severance package. It seems there has been some conflict over the last several weeks which is always difficult. That said, I wanted to reach out to let you know the Food Bank wants to keep an open dialogue about severance and finding an amicable path forward, and is optimistic that you might want the same.

With that in mind, if you have retained counsel, could you please provide their contact information so that I can connect with them? Otherwise, if you are comfortable discussing a severance arrangement with me as counsel for the Food Bank, I'm happy to do that.

Please just let me know how I can assist.

Best -

Julie

Julie A. Marquis

Partner

Freeman Mathis & Gary, LLP

1010 B Street | Suite 400 | San Rafael, CA 94901-2952

D: 415-352-6434 | C: 415-385-0755

| LinkedIn | Bio

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Mathis & Gary LLP

AZ | CA | CO | CT | FL | GA | IL | IN | KY | MA | NJ | NM | NV | NY | OH | PA | RI | TN | TX

[Please read this important notice and confidentiality statement](#)

EXHIBIT E



Redwood Empire Food Bank

Notice to Employee as to Change in Relationship

(Termination Notice Pursuant to Provisions of Section 1089 of the California Unemployment Insurance Code)

Lisa Cannon

Name

SSN

Your employment status has changed for the reason checked below. If you apply for Unemployment Insurance benefits, give a copy of this form to the Employment Development Department (EDD).

- ☒ Voluntary quit effective 1/17/2024
Date
- ☐ Layoff effective _____
Date
- ☐ Leave of absence effective _____, with a return to work date of _____
Date Date
- ☐ Demotion - decrease in work hours and/or wages, effective _____
Date
- ☐ Discharge effective _____
Date
- ☐ Refusal to accept available work effective _____
Date
- ☐ Change in status from employee to independent contractor, effective _____
Date

Comments:

Redwood Empire Food Bank

Company

3990 Brickway Blvd.

Address

Santa Rosa,

City

CA

State

95403

Zip Code

(707) 523-7900

Phone Number

1/17/2024

Date

Supervisor's Signature

Notice Acknowledgment

I received a copy of this notice on

Date

Signature

EXHIBIT F

From: Julie A. Marquis
Subject: RE: Redwood Empire Food Bank - Can I help?
Date: Jan 24, 2024 at 8:31:03 PM
To: Lisa Cannon

Hi Lisa,

Thank you for your message. I'm happy to provide you with a draft agreement for your review and consideration. I'm in mediation all day tomorrow, but I can get a draft agreement to you by Monday at the latest. In the meantime, the Food Bank is offering 10 weeks of severance – 2 weeks for each year of employment. I'll get an agreement over to you and look forward to your feedback on it. Of course, if you have questions or would like to discuss, please let me know.

My best –

Julie

Julie A. Marquis

Partner

Freeman Mathis & Gary, LLP

1010 B Street | Suite 400 | San Rafael, CA 94901-2952

D: 415-352-6434 | C: 415-385-0755

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Freeman
Mathis & Gary LLP

AZ | CA | CO | CT | FL | GA | IL | IN | KY | MA | NJ | NM | NV | NY | OH | PA | RI | TN | TX

[Please read this important notice and confidentiality statement](#)

From: Lisa Cannon
Sent: Tuesday, January 23, 2024 5:14 PM
To: Julie A. Marquis
Subject: Re: Redwood Empire Food Bank - Can I help?

Caution: This email originated from outside of the FMG organization. **Do not click links or open attachments** unless you recognize the sender and know the content is safe.

Hi Julie,

Thank you for your email.

Yes, my termination from the Redwood Empire Food Bank was quite a surprise and has been incredibly difficult for me and my family. I am considering my options. Please send me

the Food Bank's proposed severance agreement.

Thank you,

Lisa

Sent from my iPhone

On Jan 12, 2024, at 6:39 PM, Julie A. Marquis

wrote:

Dear Lisa,

I understand that you left the Food Bank today; that had to be hard after five years of devoting so much to the organization. I also understand the Food Bank remains interested in talking about a path forward including a severance package. It seems there has been some conflict over the last several weeks which is always difficult. That said, I wanted to reach out to let you know the Food Bank wants to keep an open dialogue about severance and finding an amicable path forward, and is optimistic that you might want the same.

With that in mind, if you have retained counsel, could you please provide their contact information so that I can connect with them? Otherwise, if you are comfortable discussing a severance arrangement with me as counsel for the Food Bank, I'm happy to do that.

Please just let me know how I can assist.

Best -

Julie

Julie A. Marquis

Partner

Freeman Mathis & Gary, LLP

1010 B Street | Suite 400 | San Rafael, CA 94901-2952

D: 415-352-6434 | C: 415-385-0755

[LinkedIn](#) | [Bio](#)

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<image001.jpg>

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[Please read this important notice and confidentiality statement](#)

EXHIBIT G

From: Redwood Empire Food Bank <refbboardpresident@refb.org>
Sent: Monday, March 11, 2024 11:27 AM
To: [REDACTED]
Subject: Important Announcement Regarding Changes in Leadership at the Redwood Empire Food Bank



March 11, 2024

Dear [REDACTED],

I write today to share several very important updates about the Redwood Empire Food Bank, including information about unsettling allegations against the organization and its CEO, David Goodman.

First and foremost, the Redwood Empire Food Bank board is deeply committed to upholding and carrying out our mission, which so many in our greater community count on and have counted on for more than three decades. In order to provide our critical services and programs, we must foster a culture among the Redwood Empire Food Bank team centered on integrity and support, free from any form of disrespect or exclusion.

With those values in mind, I am compelled to share that our board has just become aware of some deeply troubling allegations of inappropriate behavior involving Mr. Goodman that have resulted in a lawsuit against the Redwood Empire Food Bank, filed by a former employee. To protect the privacy of those

involved, and as this is a legal matter, we are very limited in what we can share about this situation. But please know, we are taking this very seriously.

Last week, Mr. Goodman resigned from the Redwood Empire Food Bank prior to the board's knowledge of this suit's allegations. In the days that followed, and when the board received a copy of the filing, the board acted quickly to place him on administrative leave and subsequently released him from his resignation notice period. We all know Mr. Goodman has contributed mightily to our organization over the years, for which we are grateful, though we agree it is time to welcome new leadership to our organization.

We are pleased that Allison Goodwin, our current Director of Programs, has agreed to serve as Interim President and CEO as the board begins the process to conduct a national search for our new permanent leader. Ms. Goodwin has the right experience and expertise to help guide us through this transition.

The board and I recognize this news, especially the lawsuit, will raise many questions. Let me reassure you that we are tackling this situation head on and committed to keeping you informed when we are able, given the legal process. The board will remain focused on ensuring the Redwood Empire Food Bank continues to provide critically important hunger relief to those in need.

Unrelated to the lawsuit, Andy Bannister recently decided to move on from his role as chair of the Redwood Empire Food Bank's board of directors, after serving for three years. We thank Andy for his service and leadership, overseeing the organization during a time that will be remembered for stability, growth and expansion.

Importantly, our organization will continue to thrive, thanks in large part to our strong financial position and our amazing team of professionals and volunteers. Thank you for your continued support and trust as we move forward together.

David Berry | Chair, Board of Directors
Redwood Empire Food Bank
3990 Brickway Blvd. | Santa Rosa | CA | 95403
refbboardpresident@refb.org | refb.org

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Tax ID: 68-0121855 | 3990 Brickway Blvd | Santa Rosa, CA 95403 US

This email was sent to [REDACTED]

To continue receiving our emails, add us to your address book.

EXHIBIT H

From: Redwood Empire Food Bank <refbboardpresident@refb.org>
Sent: Tuesday, March 12, 2024 11:36 AM
To: [REDACTED]
Subject: Update Regarding Changes in Leadership at the Redwood Empire Food Bank



March 12, 2024

Dear [REDACTED],

As an update to my message yesterday, I want to provide the latest information.

Yesterday morning I shared that the Redwood Empire Food Bank board had recently become aware of unsettling allegations against the organization and its now-former CEO, David Goodman, in the form of a lawsuit filed by a former employee. I also communicated that the board took swift action when the board became aware of these allegations, and that we are taking this matter very seriously.

First, I want to acknowledge the outpouring of support we received through countless messages and calls since yesterday. Moreover, I am incredibly grateful for the amazing Food Bank team and the leadership of Interim President and CEO Allison Goodwin. I can assure you that the operations, events, and programs provided by the Food Bank remain on track and as steady as ever.

We all realize that, even when facing challenges, our neighbors rely on us for food security and to lead the community to end hunger.

You may now be aware that the legal filing has become publicly available since my last message, and it outlines the series of disconcerting allegations, which, if true, are antithetical to our values. Regardless of our views of the alleged conduct or the merits of these claims, we respect the legal system and recognize this deserves due process.

Regrettably, this means we will continue to be very limited in what we can share during – and possibly even after the conclusion of – this process. At the same time, we understand there have been questions about the timeline of Mr. Goodman's departure and when the board became aware of the allegations in the lawsuit. Allow me to clarify.

In February, the board was notified that a lawsuit would be filed by a former employee against the organization. At that time, we were not provided with details of the claim. On March 4th, Mr. Goodman gave 30 days' notice of his resignation, and on March 6th the board received details of the lawsuit from the former employee's attorney. We immediately took the following actions. We formally accepted Goodman's resignation. We placed him on leave, given the details of the claim. Shortly thereafter, we released him from this notice period in light of the situation.

In addition, and given the gravity of the situation, the board immediately did two things. First, we launched an independent investigation into the claims. Second, we shared our message with the community. This all took place in the last few days.

This is a humbling moment for us. We understand this information will be hard for many in our community to process, too.

This Redwood Empire Food Bank board is resolved in its commitment to respecting the privacy and confidentiality of those involved while remaining

laser focused on ensuring the Food Bank carries out its critically important mission.

We will continue to keep our community informed as best we can as we move forward.



David Berry | Chair, Board of Directors
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PROOF OF SERVICE

Cannon v. Redwood Empire Food Bank **24CV01482**

I, Candice Clipner, declare that I am self-employed in the County of Sonoma, State of California. I am over the age of 18 and not a party to the action. On July 30, 2024, I served the following:

- **FIRST AMENDED COMPLAINT FOR DAMAGES**

✓ **Via Electronic Service** I emailed the above document(s) from **candice@clipnerlaw.com** to the following person(s) at their email addresses noted below:

Counsel for Defendant, Redwood Empire Food Bank
Julie A. Marquis Freeman Mathis & Gary, LLP 1010 B Street, Suite 400 San Rafael, CA 94901-2952 jmarquis@fmglaw.com
Kimberly Basileu (Paralegal/Asst. to Julie Marquis) kimberly.basileu@fmglaw.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 30, 2024

Candice Clipner

Candice Clipner