Julian Burns King (Bar No. 298617)
julian@kingsiegel.com
Corey B. Bennett (Bar No. 267816)
corey@kingsiegel.com
KING & SIEGEL LLP
601 University Avenue, Ste. 275
Sacramento, California 95825
tel: (213) 465-4802
fax: (213) 465-4803

Attorneys for Plaintiff Emilio Arellano

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

Emilio Arellano, an individual,

Plaintiff,

vs.

Sonoma Craft Holdings, LLC dba Golden State Cider, a Delaware company; **Apple Cart Cider LLC**, a Delaware company, and **Does 1-10**, inclusive,

Defendants.

CASE NO. **CGC-25-628523**

COMPLAINT FOR:

1) **Violation of the California Family Rights Act (Gov't Code § 12945.2)**
2) **Retaliation in Violation of FEHA (Gov't Code § 12940(h))**
3) **Disability Discrimination (Gov't Code § 12940(a))**
4) **Failure to Accommodate (Gov't Code § 12940(m))**
5) **Failure to Engage in the Interactive Process (Gov't Code § 12940(n))**
6) **Wrongful Termination in Violation of Public Policy**

Demand for Jury Trial

Plaintiff Emilio Arellano hereby brings this action and alleges the following:

INTRODUCTION

1. As one of Golden State Cider's (GSC) longest-serving employees, Emilio Arellano took great pride in his work and professional growth. Over the years, he was promoted twice and cultivated positive relationships with his colleagues. In 2024, however, his life turned upside down when his son was born three months prematurely.

2. The birth of a child is typically a time of joy, love, and celebration—a moment when families gather to welcome new life and anticipate watching the child grow and thrive. When a baby arrives prematurely, that experience transforms dramatically. Instead of joyful gatherings at home, parents face the stark reality of neonatal intensive care units (NICU), where their tiny newborns fight for survival amidst a sea of medical equipment and constant vigilance.

3. That is how Arellano spent the next four months. Hopeful but powerless, he focused on supporting his wife and just being there whatever may come—the very thing parental leave laws were designed to protect. By guaranteeing job-protected time off, these laws ensure that no one is forced to choose between their livelihood and their family. They level the playing field, promote gender equity in caregiving, and reflect a societal commitment to the well-being of parents and children alike.

4. After four long and difficult months, Arellano returned to GSC with a renewed sense of loyalty to the company and his team. GSC initially agreed to a minor scheduling accommodation: he could work a half-day every other Friday to attend his son's critical medical team meetings. Little did Mr. Arellano know, GSC had already deemed him an inconvenience and burden—setting in motion a plan to terminate him.

5. Suddenly, Mr. Arellano's years of service, affability, and expertise no longer mattered. He questioned a new attendance policy he believed to be discriminatory and was immediately reprimanded and given a negative performance

review. He took his first half-day accommodation and was immediately written up. He complained to human resources (HR) and was written up for his boss's production error. He complained again and was placed on administrative leave. He complained a third time and was terminated.

6. All of this occurred within eight weeks of returning from leave.

7. GSC's reporting structure was so compromised that Mr. Arellano had no hope or recourse. Internal communications reveal that HR Director Rachel Aragon began pushing the narrative to CEO Chris Lacey that things were "spiraling" almost immediately upon Mr. Arellano's return from leave. Rather than engage with the substance of his concerns, GSC fixated on the fact that both Arellano and Breanne Heuss, the pregnant Director of Marketing, had questioned the legality of the attendance policy—treating similarity of complaint as a threat to silence, not a problem to resolve.

8. That is because GSC has a track record of targeting those who have taken, or plan to take, protected leave.

9. Mr. Arellano's story is not just about personal hardship; it is about the consequences of GSC viewing parenthood and protected leave as inconveniences. Rather than honoring the law or the values it claims to uphold, GSC punished Mr. Arellano for becoming a father and for daring to advocate for himself and others. His termination was not the result of poor performance, absenteeism, or misconduct; it was the inevitable outcome of a retaliatory culture that sees caregiving as a liability and compliance as optional.

PARTIES

10. Plaintiff **Emilio Arellano** ("Plaintiff" or "Mr. Arellano") is and was a resident of California. At all relevant times, he worked and resided in the County of Sonoma.

11. Defendant **Sonoma Craft Holdings, LLC dba Golden State Cider** ("GSC") is a limited liability company organized under the laws of Delaware. Its

principal office and mailing address is 425 Aviation Blvd., Santa Rosa, CA 95403. Christopher Jackson is the only manager/member.

12. Defendant **Apple Cart Cider LLC** is a limited liability company organized under the laws of Delaware. Its principal office and mailing address is 425 Aviation Blvd., Santa Rosa, CA 95403. Sonoma Craft Holdings, LLC is the only manager/member.

13. Plaintiff is unaware of the true names and capacities of Defendants sued herein as DOES 1 through 10 and therefore sues these Defendants under fictitious names. Plaintiff will amend this Complaint to allege their true names when ascertained.

VENUE AND JURISDICTION

14. This Court has subject matter jurisdiction over any and all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure §§ 88 and 410.10 because this is a civil action in which the matter in controversy, not including attorneys' fees, interests, and costs, exceeds $25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

15. This Court has personal jurisdiction over Defendants because Defendants either are residents of or have caused injuries in the County of San Francisco and State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code §§ 17200, et seq.

16. Venue is proper in the County of San Francisco, pursuant to Code of Civil Procedure § 395(a), because Defendants do business in the County of San Francisco and because Plaintiff was discriminated and retaliated against in the County of San Francisco.

FACTUAL ALLEGATIONS

17. When Plaintiff Emilio Arellano joined Golden State Cider ("GSC") in July 2017, the production team consisted of just four or five employees. As a Cellar Technician with no formal industry training or education, Mr. Arellano embraced the chance to prove himself. He volunteered to represent GSC at community events like the Gravenstein Apple Fair and the Pick of the Vine fundraiser. In those early years, his supervisors, including Chief Executive Officer Chris Lacey, praised his enthusiasm and dedication.

18. In the summer of 2020, Mr. Arellano was promoted to Cellar Lead. The following year, he was promoted again to Cellar Supervisor.

19. In July 2022, Mr. Arellano received a glowing performance review—achieving a 4.2 out of 5 (3 is consistently meets standards, 4 is exceeded most standards). His supervisor, Tony Dimsho, called him ***"a great leader and role model for his team and the company."***

20. In July 2023, Dimsho delivered another performance review. He wrote, ***"Emilio is 100% on performing all core job responsibility as cellar supervisor***....Emilio 'shows up' by default, is understanding of the need to be flexible with the cellar scheduled work, and promotes a cellar team that is engaged in a skills development plan. I appreciate his insights and perspectives."

21. As Mr. Arellano grew, so did GSC—moving to a larger production facility in Healdsburg, building a new taproom in Sebastopol, and ultimately selling to Christopher Jackson of Jackson Family Wines.

22. 2024 was shaping up to be a wonderful year professionally and personally. In the spring, Mr. Arellano and his wife learned that they were going to be parents. It had been a long, difficult journey to get there. They had tried to conceive since marrying in September 2021 and had many setbacks along the way. GSC was well-aware of their struggles because Mr. Arellano had attended some of his wife's appointments and briefly took leave to mourn after a miscarriage.

23. As the first trimester came to a close in June 2024, Mr. Arellano and his wife shared widely the news that she was pregnant, including with his co-workers and supervisors at GSC.

Their World Turned Upside Down

24. On August 12, 2024, the doctor determined that his wife's water had broken weeks before and ordered bedrest. On September 1, at 23 weeks, she was rushed to the hospital and remained there until his was born on October 7, three months early.

25. Initially, GSC allowed Mr. Arellano to work remotely for a day just prior to induction, but was noncommittal beyond that. Amidst the chaos of a high-risk, premature delivery, Mr. Arellano was left uncertain about GSC's expectations—despite having prepared his team for what he believed would be a brief absence.

26. Mr. Arellano and his wife quickly realized that their dreams of introducing their son to the world would have to wait. The NICU would be their second home for months, maybe longer. Mr. Arellano applied for FMLA leave, which GSC approved.

27. Behind the scenes, however, GSC was exploring policy changes designed to purge the company of new parents and those who might require protected leave.

28. On January 23, 2025, Mr. Arellano met with HR Manager Rachel Aragon and CEO Chris Lacey on Zoom to discuss his return to work. They assured him that all medical appointments would be covered under new policies which were still being drafted, but ***remote work would no longer be allowed*** for the production team. They also confirmed that the elimination of unpaid mental health leave, all of which would be spelled out in a new handbook to be issued on March 1. The only accommodation they could provide was the one-month FMLA extension they had already granted. Tellingly, they said they were prepared to start the off-boarding process should he "choose" not to return.

29. On January 30, 2025, Aragon emailed Mr. Arellano about return-to-

work expectations:

> We are excited about the possibility of having you back at Sonoma Craft. As we discussed, it's important that we are both clear about expectations. Upon your return, you will need to comply with all company policies and procedures, including our updated attendance policy and required work schedule. Additionally, we are in the process of updating our employee handbook, which may include further policy changes. We will keep you informed as those updates are finalized.
>
> Regarding your request for a remote workday, as we discussed, ***we are unable to accommodate work-from-home days*** for Production staff. A remote workday is still considered a full workday, and any time off for medical appointments or personal matters would need to be taken separately. Your role as Cellar Supervisor requires full engagement with the department and team, and your presence on-site is essential to supporting production operations. This role is fully in-person and requires a minimum of 40 hours per week to meet the demands of Production and Cellar needs.
>
> I have attached a copy of your job description for your review. Since your leave began, there have been several departmental changes. Upon your return, you will report to Brad Stein, our Planning and Production Manager. Brad has been instrumental in ensuring accountability within the team and will be a key resource as you transition back into your role.
>
> I also want to clarify your PTO balance. As you mentioned PTO in your email, please note that upon your return, you will have zero PTO hours available. Under our new attendance policy, you will not be able to take time off until PTO is accrued. I am happy to discuss the details of this policy with you and answer any questions upon your return.
>
> We understand that family comes first, and we sincerely sympathize with your situation. However, from a business perspective, we are no longer able to operate without a Cellar Supervisor. We have been without one for four months, and there is a backlog of work that requires immediate attention. Therefore, we need to be sure you can fully commit to the responsibilities of this role, including the required schedule.

Setting the Trap

30. On February 3, 2025, Mr. Arellano returned to work. Besides needing income for the coming tsunami of medical bills, he was eager to see his team and feel a sense of normalcy again.

31. During that first week, as he sifted through emails, reviewed documents, and checked in with team members, it was apparent that a lot had changed. His old boss, Tony Dimsho, had few answers. In response to questions about ingredient labeling procedures, broken equipment, and production capacity, he was met with

vagaries. Mr. Arellano was perplexed.

32. He also met with Rachel Aragon and his new boss, Production & Planning Manager Brad Stein, to go over expectations and address his scheduling needs. ***Mr. Arellano clearly communicated that he could resume his normal schedule with the exception of every other Friday, when he would require a half-day to attend a medical planning meeting*** with his son's care team. He assured them he would plan for the absence and ensure it would not affect production. They agreed to the accommodation. But there was a catch.

33. On February 11, 2025, GSC held a meeting to introduce its new "Attendance and Tardiness Policy." Under the policy, a "call-out" was broadly defined as being "unable to attend work for any reason." The first call-out was considered a "freebie," carrying no disciplinary consequence. The second triggered a verbal warning, while the third and fourth resulted in written warnings. Upon a fifth call-out—amounting to a third written warning within the calendar year—termination was mandatory.

34. Under the policy, medically excused absences—call-outs accompanied by a doctor's note—do not count. It also outlined how the policy had been implemented. A "soft rollout" began on January 1, 2025—while Mr. Arellano was on protected leave—during which GSC expressly chose not to issue verbal or written warnings, allowing employees time to acclimate to the new policy guidelines throughout the month of January. Mr. Arellano would get no such grace.

GSC's History of Bias

35. At the meeting, Mr. Arellano expressed concern about the policy's impact on him—a concern echoed by someone else. Breanne Heuss, GSC's Director of Marketing since October 2022, also pushed back on the policy because it disproportionately affected young families—a concern she had already voiced during the "soft rollout."

36. Ms. Heuss had recently disclosed her own pregnancy to ChrisLacey. His

response to her announcement was telling: ***"I didn't think we'd be going through this with you again. I thought one would be it."*** He later tried to pass it off as a joke, but she knew he was serious.

37. Previously, ***Lacey had directed Ms. Heuss to fire a male employee just before his wife was due***, explaining, ***"It seems like he wants to be a stay-at-home dad anyway."***

38. In August 2024, after a female taproom manager was promoted to direct-to-consumer manager, she revealed to Lacey that she was pregnant. ***Two months after learning about the pregnancy, Lacey directed Ms. Heuss to fire her*** because it "feels like she's not doing enough in the new role." Heuss refused to carry out his order. Although Lacey eventually relented, his hostility was undeniable.

39. As of February 11, 2025, GSC was aware that two employees—one who had just returned from parental leave and needed minor scheduling accommodations, and another who was pregnant—had lodged complaints about the same discriminatory policy but had no plans to change it.

Target Practice

40. Immediately after voicing his concerns at the attendance policy meeting, Mr. Arellano was summoned to meet with Brad Stein and Rachel Aragon for a coaching conversation. They accused him of "using excessive profanity in meetings and workplace interactions," asking questions in meetings which are "perceived as combative and aggressive by multiple team members," responding to feedback "emotionally and defensively," and "calling out missed items in a negative manner."

41. The coaching form indicated that HR and management would monitor Mr. Arellano and that progressive disciplinary action could follow if his behavior and communication did not sufficiently improve.

42. Mr. Arellano was shocked. No one had taken issue with his language

over the years, and he certainly had not directed profanity at anyone. At the very most, he may have said something in frustration after learning of delivery delays or missing ingredients that the team needed to do their work. It was not unusual to hear profanity around the facility, which is why Mr. Arellano felt targeted. He had every reason to believe the "multiple team members" cited were in fact Stein, Aragon, and Dimsho—not merely because Dimsho seemed to be blaming him for his own shortcomings, but because Mr. Arellano knew his team well and counted many of them as friends.

43. Aragon immediately notified Lacey of the coaching. The substance of her email revealed a simmering malice:

> I wanted to touch base about some ongoing concerns with Emilio, but also with Bre[anne Heuss]. I just sent you an email from Tony, where he mentioned reviewing the coaching conversation with Emilio (document attached). I want to be transparent about what I'm seeing and feeling.
>
> Emilio's behavior is definitely a concern, Brad stopped by earlier and shared concerns about the situation ***spiraling*** with Emilio, especially with him constantly being in Jamie and Bre's office. I encouraged him to bring this up with you openly. He is hesitant but definitely feeling ***drained*** with Emilio after just one week as his manager.
>
> As I'm typing this, Tony just stopped by as well and shared the same sentiment. He's also concerned that things are ***spiraling*** quickly, and there's a ***divide forming***. He mentioned that Emilio was in Bre's office for a long time, which matches Brad's concerns about Emilio spending a lot of time with Bre and Jamie.
>
> Everyone's feeling ***on edge***, and it's starting to show in the team's dynamic. Brad mentioned he has a one-on-one with you tomorrow and will bring it up too, but I wanted to make sure you're hearing it from me as well.
>
> I'm doing my best to support the team, but it's becoming a ***huge drain***, and I feel like the situation is just getting worse instead of better.

44. Aragon's failure to mention the attendance policy, Mr. Arellano's leave, or Ms. Heuss' pregnancy is noteworthy. She did not intend to report objective facts to Lacey; the sole purpose of this message was to push a narrative.

45. Mr. Arellano had been back at work for a week, challenged a new policy that he felt was unfair, and was suddenly deemed a "huge drain." After just six full

workdays back from leave, Mr. Arellano, one of the longest tenured employees at GSC, was somehow responsible for a "spiraling" situation, a "divide forming," and "everyone feeling on edge." In suggesting a conspiracy was underway, Aragon overlooked an obvious and important fact: ***Mr. Arellano needed a job, he needed income, he needed benefits.*** He did not need drama, conflict, and insecurity. But Aragon kept chasing the rabbit.

Scapegoating

46. On February 13, Mr. Arellano received a performance review that departed significantly from prior reviews. It did not indicate when it was completed or what time period it covered. Though it was purported to be written by Dimsho, it was unsigned. Based on the dates of his prior reviews, it presumably covered July 2023 to July 2024, a period during which he received no write-ups or other discipline. By all accounts, it appears to have been created *after* Mr. Arellano's return from leave to bolster the narrative that he had become a problem and should be fired.

47. Now, just 10 days after returning from an extended leave, he received substandard marks for teamwork, respect and professionalism, and dependability. The comments closely resembled language used by Aragon and Lacey in *post-leave* communications. They refer to Mr. Arellano's alleged "negative" and "combative" tone, "use of profanity," and the need to improve communication for "scheduled appointments."[1] His total score on the evaluation, 12 out of 20, limited his salary increase to just one percent.

48. On February 14, 2025, Mr. Arellano worked a half-day in order to attend a planned medical team meeting. Two days earlier, he had notified Aragon that he would be unavailable for an afternoon meeting that Friday, to which she replied, "No problem." He had verbally reminded his team and Stein on multiple occasions as well.

49. Given the long weekend, Mr. Arellano checked in with Tony Dimsho

[1] Emilio had not yet taken a half-day for a scheduled appointment.

who oversaw weekend work. It was obvious he had changed or disregarded many standard operating procedures (SOP) while Mr. Arellano was on leave. Some of these SOPs concerned the time-sensitivity of ingredient additions. When they needed to be made on weekends, employees had historically been approved for overtime. But since his return, both Stein and Dimsho had denied all overtime. This time, Dimsho directed Arellano to make the addition early even though doing so would be out of compliance.

50. Each day brought new, concerning discoveries about the people in charge. In the days before the review, Mr. Arellano had discovered that Dimsho had yet to order a new hot water pump—citing "costs"—for two days, leaving the cellar team unable to operate at full capacity. On February 18, he noticed that Dimsho and Stein scheduled production of a new blend but failed to ensure that all ingredients (i.e. orange juice) would arrive on time.

51. On February 19, Mr. Arellano exchanged messages with Dimsho and Stein:

> Arellano: Hi there ***I'm trying to figure out why there is no "BambooHR" (aka: time off) in the outlook calendar.*** I was able to add myself and my teams vacations as of Feb. 3rd 2025 and today it seems that there is no longer any way to add a calendar tile to notify the production group. Do either of you have any information about what has happened between then and now? Thank you so much for looking into this for me.
>
> Stein: Hey Emilio. Yes, I can speak to that. ***That calendar has been deleted now. You and I still need to connect about time off.*** Overall, if you want to request something off please you the bamboo website for it. I'll look at the calendar and figure out a new time for us.
>
> Arellano: Hey Brad thanks for letting me know that it has been deleted. I'm not sure if Tony has shared with you the purpose of the calendar that was just deleted, but it was not for requesting time off. The calendar was put into place so that the entire production team could know if another employee had time off coming up. This was so that teams could plan accordingly for short staff and/or plan to request time off around other peoples vacation schedules. ie. As I was looking through bamboo for new hire notes this morning. I noticed that David L on my team has vacation approved for 3/17/25-3/21/25. Normally and for as long as I have been a supervisor, We have added our teams time off to the calendar for all to see. This has typically involved all the supervisors adding in time off for their own team (me for the cellar, Tony for

> packaging, You for you, Tony for himself and Lab, etc…). I'm wondering what the plan is now for notifying the group about time off is, and why this was not communicated as it seems sudden that the calendar was deleted?

52. On February 20, the day after admitting he deleted a calendar and still needed to connect with Arellano about time off, ***Stein gave Arellano a written warning*** for violating the policy. Just nine days after unveiling a new attendance policy that gives every employee one "freebie" and one verbal warning—both of which must be reported to and tracked by HR—Stein wrote, "***you took an unexpected half day on Friday 2/14/25*** without the use of PTO and in a manner not previously approved by either me or the HR manager." ***While acknowledging his need for accommodation every other Friday***, Stein contended that he "allowed [him] the entire first week of returning to work to catch up on updated policies and procedures," but faulted Arellano for failing to request PTO in the Bamboo HR website and following up directly with him. This oversight, Stein argued, "resulted in overtime in your department" because "operational needs were not planned in advance by you…."

53. Stein noted that he had "previously been counseled about unacceptable personal conduct during a meeting on Tuesday 2/11/25 where we discussed your lack of professionalism and the way that you are communicating with others." Mr. Arellano refused to sign the warning.

54. Aragon notified Lacey but failed to mention Mr. Arellano had given her notice of his planned absence:

> Unfortunately, the delivery did not go well, and the write-up was not well received by Emilio. ***He used many of the same phrases as Bre[anne],*** such as "this is not the company I signed up for," and made several comments about "company culture." He also mentioned not feeling supported. When I asked him to clarify what support would look like, he was unable to provide specifics, but after offering several examples of the support we've given him, he did agree.

And yet they pressed on.

55. Scrolling through Aragon's email exchange reveals ***concerted efforts to manufacture evidence*** against Mr. Arellano. After Stein sent Aragon a draft

written warning, she commented in yellow to show areas to correct or augment. One suggestion concerned the statement that Mr. Arellano "worked late several days during the week of 2/10," to which Aragon said, "did he work those OT hours? If not add that he 'claims' he worked the extended hours. If he did, then list that the responsibility of sharing those extended hours is his responsibility and any schedule changes do require approval."

56. On the warning issued, however, Stein wrote that Mr. Arellano "claimed" that he worked overtime, suggesting that he lied about the overtime, and that he posted the half-day on an Outlook calendar but faulted him for not discussing it in advance—effectively dubbing Mr. Arellano a liar *and* a rule-breaker.

57. Aragon suggested adding without evidence that Mr. Arellano had left early on *February 7*, which is why they did not expect him to leave early the following Friday. As the earlier email demonstrated, however, Aragon *knew Mr. Arellano would be absent* on February 14. Stein blindly incorporated this fiction into the final draft. Mr. Arellano's payroll records confirm that he worked 40 hours the first week back—i.e. he did not leave early on February 7.

58. Within just a few hours, Mr. Arellano emailed Aragon about his team's schedule and noted his every other Friday accommodation. Aragon replied, copying Stein,

> Regarding your son's appointments on Fridays, could you clarify what time you will start and end work on those Fridays? This would help us ensure everything is aligned. Also, please be sure to add the dates to Bamboo, and you can include PTO for any time off. If you're able to make up the time by working overtime, please keep us updated on your overtime hours, so that PTO isn't added for that time off work.

59. ***He had just been written up for allegedly creating the need for overtime in his department.*** Now, he just needed to "keep them updated" if he worked overtime to make up for his son's Friday appointments? Perplexed, Mr. Arellano replied and identified his planned half-day accommodations three months out so that there would be no confusion about which days he would need the accommodation. Aragon replied,

> You've mentioned in your emails that you previously communicated details, and we appreciate the follow-up. Just a quick reminder that while email updates are helpful, please make sure to submit your time-off requests in BambooHR and follow the proper steps for approved time off. If you need any assistance with that, Brad is happy to help.

60. In one breath, Aragon, GSC's HR Manager, was sympathetic and grateful for advanced notice of dates. In the next, she implied the accommodation was still not granted and required approval from Stein, who had just manufactured two warnings—one for violating the brand-new attendance policy—with Aragon's help.

Doubling Down

61. On February 21, 2025, during the morning supervisor meeting, Mr. Arellano asked Stein about the orange juice for the following Monday blend. Stein was clueless. He had no plan to ensure it would arrive in time to make the blend. Dimsho noted there was juice at Seismic (Sonoma Craft's taproom in Sebastopol).

62. On Monday, February 24, the trucks arrived, but Stein had failed to update scheduling—causing further delays. When Mr. Arellano began working on the blend (S&S OJ Blend), he noticed the steps were out of order in EKOS (automated inventory management software). Dimsho tried to blame the software, but it was clearly the inevitable consequence of his sloppy habits.

63. That same day, Mr. Arellano submitted a formal response to his performance review.

> Recently, it seems that a small handful of people have taken issue with me; all of whom have either been involved with the recent written review of me, have being accusatory of my character without cause, and/or have participated in what can only be described as ambush meetings (one of which resulted in a written warning to me, without the verbal warning first, in direct violation of the company's policies: I will separately address this). ***This behavior feels directly retaliatory toward me*** and is incredibly concerning. I have been with GSC for 7 years and value this company. I have grown with the GSC and worked my way up from having no experience or education in the industry to being the Cellar Supervisor. I am truly shocked and disappointed by my recent treatment. Having recently returned from a life threatening family emergency for my wife and newborn son, I understandably had questions about newer policies that came into effect during my absence; in fact, many on staff have as well. ***It feels as though I am being***

> ***punished and retaliated against for asking questions and speaking up for the team at large***, that my concerns/questions are being improperly labeled as aggressive, and that I am being set up for failure and not truly supported. [...]
>
> I disagree that I did not communicate my scheduled appointments or changes to my schedule. As for my scheduled appointments, I would discuss in the 9am meetings, timely notify my supervisor, and ensure my team was aware. I also used the Bamboo HR calendar (which has recently be[en] deleted without explanation) to update my calendar. [...]
>
> As to changes in my calendar, as soon as I was able to, I would notify my supervisor and team. As the company is aware, my wife has had health struggles this last year which at times would require urgent attention. To the extent I was able, notice was given. [...]
>
> Regardless, I never left unannounced or without ensuring that all work was completed/would be completed timely. As to overtime, my supervisor allowed overtime to be given to employees as needed to complete necessary work. As to meal premium pay, this was never discussed as an issue until it was. Once it was in fact brought up as an issue with all supervisors, I ensured this was not a continuing issue with the cellar team. I will also note, I did work late and on the occasional weekend when needed.

64. Around 2:00 p.m. that day, Mr. Arellano met with Aragon and Lacey to discuss the review. When he arrived, neither had read his email. He offered to reschedule, but they insisted on proceeding, started to read the email, and then stopped and asked directly what he wanted to discuss. Mr. Arellano was surprised by their aloofness and Lacey's admission that he had not even read his review. The truth is that neither Aragon nor Lacey was open to hearing his questions because their minds were made up. They thanked Mr. Arellano for his feedback, informed him that the one-percent raise stood, and sent him on his way.

65. Shortly after that, Aragon found Mr. Arellano in the cellar and had more to discuss. She and Lacey had *finally* read his email and took issue with his complaint of retaliation. Nevertheless, their decision stood; Lacey trusted Stein and Dimsho's assessment. Doubling down: that was the extent of GSC's investigation.

66. Aragon confirmed their decision in an email and stated that "we take concerns regarding retaliation seriously. We are confident that leadership conducted an objective review with the intent to support your growth as a supervisor, and all

feedback and decisions were made in alignment with company policies and expectations, with fairness, care, and professionalism." ***In other words, there was no retaliation because Aragon, Dimsho, and Stein—the three at the center of the retaliatory acts—agreed that there was no retaliation.***

67. On February 25, Stein was out for two hours, which he had marked in Bamboo but neglected to otherwise notify his team. Mr. Arellano kept his mouth shut but loathed the double standard.

68. On February 26, Mr. Arellano and Stein met to discuss the upcoming double batch of Radical POG (passionfruit, orange, guava) which was *still* missing orange juice. Mr. Arellano proposed swapping Radical POG with Ginger Lime in the schedule, but the solution was not feasible because Stein had still failed to ensure all ingredients would be on-site and ready in time. This led to a hodgepodge Radical POG production that deviated from SOPs and ended with a final blend that Dimsho approved even though it failed to meet the GSC product specifications that he himself had established.[2]

A War on Two Fronts

69. On March 6, 2025, Stein emailed Mr. Arellano, copying Aragon and Lacey. It concerned Mr. Arellano's request to modify PTO usage on February 28 when he had worked an hour of overtime that he thought should be subtracted from the full eight hours. Stein wrote, "[p]er the policy and *the special exception we have for you*, we are still requiring that you fully exhaust any PTO balance you have available before doing make up time for doctor appointments." He pasted a February 21 message from Aragon that said,

> When you returned to work on 2/3/2025 Brad and I agreed to allow you to "make up time" by working overtime within the same pay period only to cover.[...] You will still need to provide us with a doctor's note for these appointments. [...] Additionally, this option should only be used after all available PTO has been exhausted.

[2] On March 3, Mr. Arellano learned that Stein and Dimsho had failed to notify the cellar team that a tank had been deemed empty and available in February. Now, it remained partially full of rancid cider when it should have been available to supply fresh juice.

70. Mr. Arellano replied respectfully and cited Aragon's February 20 email: "Also, please be sure to add the dates to Bamboo, and you can include PTO for any time off. ***If you're able to make up the time by working overtime, please keep us updated on your overtime hours, so that PTO isn't added for that time off work."***

71. On March 12, Mr. Arellano met with Stein to discuss several issues. Among them was communicating schedule changes. Given Mr. Arellano's scheduling accommodation, he was fully committed to regular, open communication, particularly as to any week-of changes. Stein, on the other hand, would not commit to sharing *his* schedule changes for the following week with Mr. Arellano and the team. He simply said he would think about it.

72. The next day, Stein asked Mr. Arellano to update the production calendar for all GSC truck receivables—a task that had never been done by the Cellar Supervisor. That is because Outlook calendar tiles were driven by sales orders, which were given to the Production Planner (i.e. Stein) and added to the blend planner so he could determine when to order products and schedule deliveries. The Cellar Supervisor would then review the calendar and assign tanks and recipes in consultation with the Production Planner.

73. Stein admitted "it looks like I ordered these the first week of February and did not include you on the order email. I will make sure to do that in the future." Mr. Arellano agreed to help with the truck in question and asked to be copied on future emails to help identify and resolve discrepancies.

74. On Monday, March 17, Mr. Arellano was abruptly locked out of his work computer and email.

The Ginger Lime Red Herring

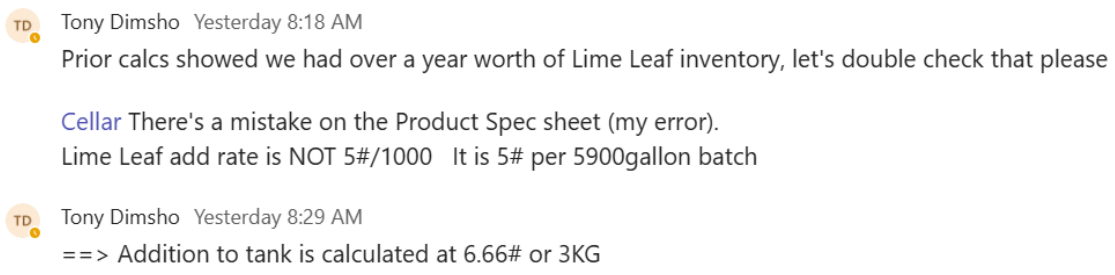
75. GSC's production processes have changed over the years. Production managers generally run "trials and testing" as they see fit. Typically, it begins with small-scale trials (i.e. 500ml bottles or less) to explore flavor combinations, tinkering

with different percentages and ingredients, running chemistry tests, and documenting results. At some point, they would seek approval from Chris Lacey to continue production. Once granted, production would scale up and the team would be trained.

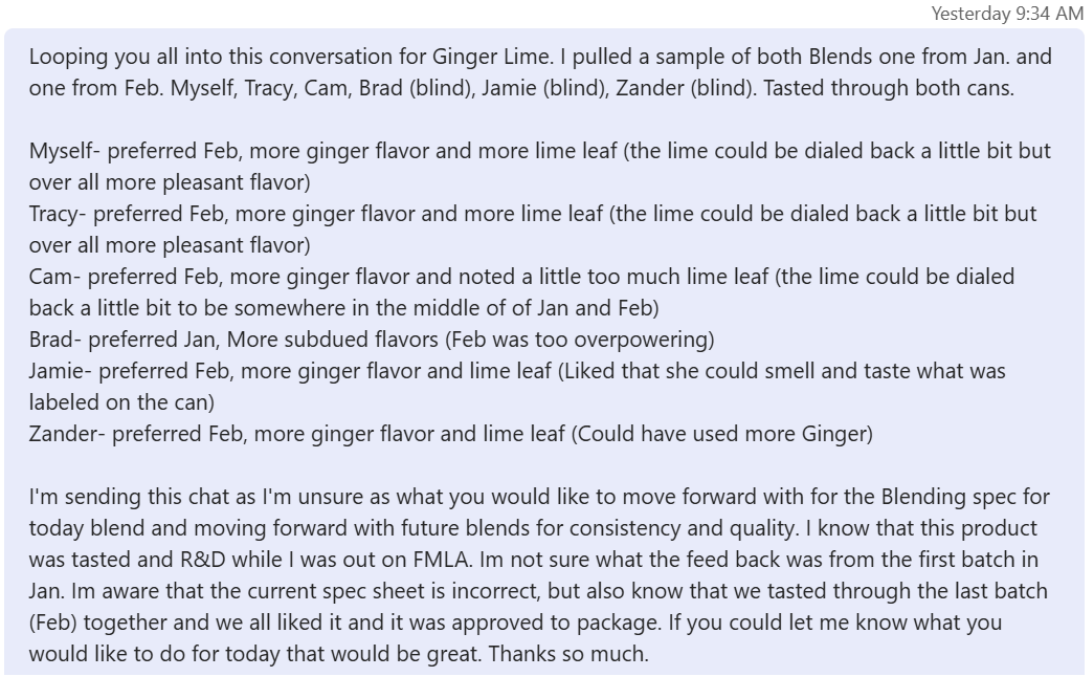
76. Mr. Arellano was not involved in the creation of Ginger Lime. Dimsho had formulated the new flavor while Arellano was out on leave. In February, Dimsho provided him with a spec sheet which had been updated on January 30, 2025.

77. Prior to March 5, just two batches of Ginger Lime had been made: one on January 17 and one on February 20. In January, Mr. Arellano was out on leave, so Dimsho had written notes for the blend. In February, Mr. Arellano was involved but confirmed each step of the process with Dimsho because it was his first time making the blend, and ***Dimsho approved the final product.***

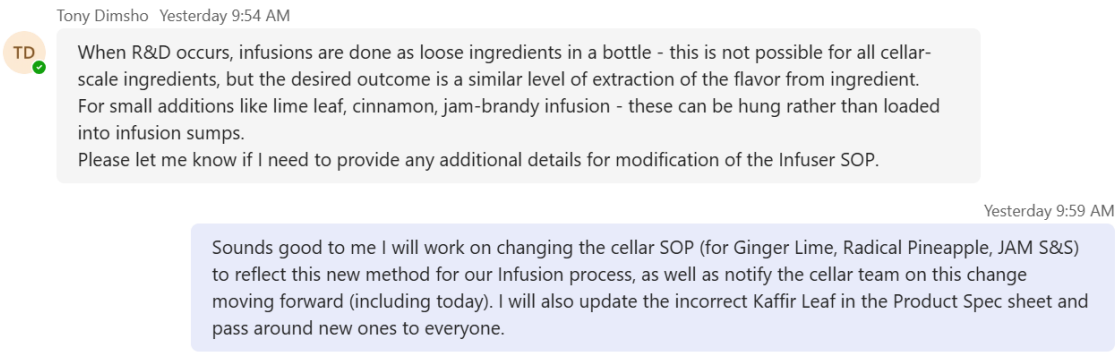
78. On March 5, as Mr. Arellano worked on the Ginger Lime blend, he realized that GSC had run out of kaffir lime leaf. He notified Stein, who was responsible for ordering ingredients, at 7:59 a.m. When Stein confirmed there were no inbound ingredients, ***Dimsho admitted it was his error.***



79. Dimsho's spec sheet wasn't just off; it was way off. Mr. Arellano immediately shared feedback from the cellar team and sought advice from Dimsho who had not been at the 9 a.m. meeting.



80. Mr. Arellano had paused the process of weighing kaffir leaf after Dimsho admitted his error and awaited guidance. Dimsho confirmed they should follow the January blend spec of 5 pounds per 5900 gallons. He also notified Mr. Arellano that he was changing SOP for how GSC infuses certain products, including Ginger Lime. The new method entailed adding some ingredients over the top of the tank steeping in bags—an option previously tested and rejected. Mr. Arellano followed Dimsho's direction.



81. Which is why ***Mr. Arellano was blindsided by the final written***

warning that Stein delivered to him on March 17. The basis for the warning was an ***alleged miscalculation in the blending of Ginger Lime*** on February 18 and March 5.

82. From beginning to end, the written warning is sloppy and self-serving. Specifically, the "timeline of events" spans a whopping 22 minutes on March 5: (1) an in-training Backup Supervisor questioning a work order citing insufficient lime leaf; (2) Stein's confirmation that no additional product would be delivered; and (3) Dimsho's "clarifi[cation] that there was an error in the spec sheet." The timeline excludes a laundry list of salient facts—most importantly, that Dimsho created Ginger Lime and the incorrect spec sheet, performed the January 17 blend without Mr. Arellano, and oversaw and approved the February 18 blend with Mr. Arellano's help.

83. The warning chided Mr. Arellano for "making independent judgment calls regarding production decisions. When you are unsure about a situation, you are expected to seek guidance from your leadership and your direct manager, Brad Stein, Production and Planning Manager. Additionally, you should allow Operations Manager Tony Dimsho to make decisions when needed and find solutions and collaboration with your leaders." Conveniently, the warning does not mention Mr. Arellano's efforts (pictured above) to do those very things.

84. If Mr. Arellano could not use independent judgment in production, if he consulted with and allowed his superiors to make the decisions at issue, and if they created the flawed specifications that caused a miscalculation in the first place, then he was not responsible for it. This warning was not about Ginger Lime. Ginger Lime was a red herring.

Finishing the Job

85. On March 18, 2025, Aragon emailed Lacey and Stein with the subject "Tomorrow's Meeting." ***Just six weeks after returning from leave, they had decided to terminate Mr. Arellano.*** Aragon specified steps to ensure Mr.

Arellano was not present—sending him home under the guise that GSC was "conducting focus groups." That was a lie. Instead, they planned to meet with the cellar team to go through talking points crafted with "advice from legal."

86. The next morning, Stein delivered the message to Mr. Arellano, who did not buy it. Mr. Arellano met with Lacey and ***complained about "ongoing retaliation"*** that was being orchestrated by Aragon, Stein, and Dimsho. Instead of investigating, as company policy requires, Lacey took a different approach.

87. On March 20, 2025, Lacey placed Mr. Arellano on unpaid administrative leave for one week, writing:

> Following the issuance of your final written warning on March 18, 2025, we had hoped to move forward in a professional and productive manner. However, your recent behavior has continued to be disruptive to the workplace and inconsistent with company expectations.
>
> The Leadership Team, in partnership with myself, has carefully reviewed and addressed your concerns and allegations multiple times. Despite our efforts, we have found no substantiated evidence to support these claims, and you have not provided specific examples that would indicate retaliation. Given the ongoing nature of these discussions, the time spent on these matters has impacted normal business operations.
>
> This decision is based on multiple instances of insubordinate and disruptive behavior, including but not limited to:
>
> - Declining scheduled work meetings, questioning meeting topics, and disregarding guidelines for participation.
> - Failing to be present or responsive for a period of over two hours on March 19, 2025, without communication.
> - Ignoring requests to adhere to meeting protocols and demanding a meeting with me, taking time away from essential operations.
> - Continuing to make allegations without providing supporting examples.
> - Displaying disrespectful behavior towards coworkers, including interrupting others in meetings, laughing during the delivery of information, and creating a disruptive environment.
>
> [...]
>
> This administrative leave is intended to allow you time to reflect and reset while also providing Sonoma Craft with the necessary space to conclude our internal review and determine the best path forward.

88. Stein informed Mr. Arellano using a script prepared by Aragon and then escorted him off the premises.

89. While Mr. Arellano was on administrative leave, did not conduct an

"internal review"—at least, none that was thorough or impartial. Rather, GSC scheduled a meeting to fire him. Before the meeting, Arellano sent a lengthy email to Lacey in a last-ditch attempt to salvage the situation:

> As you know, I have devoted almost eight years of my professional life to Golden State Cider. I have worked hard to build and maintain relationships, set an example for my peers and team members, and produce high quality products. I would not be one of the longest tenured employees, and a cellar supervisor, if I wasn't good at my job.
>
> As you know, my son [...] was born very prematurely on October 7, 2024, which has required near-constant medical supervision and frequent intervention since birth. As a result, I was on FMLA and company leave for four months and returned on February 3, 2025. Since that time, however, I have been subjected to a series of unfounded accusations and double standards that seem designed to set me up for termination. I have complained about this retaliation multiple times, but that only seems to make things worse. Below is a summary of events and my response to specific allegations made against me.
>
> Prior to my return from approved family leave, I informed management in writing that I would need half days every other Friday, starting February 14, 2025, in order to attend scheduled medical care conferences for my son, who remains under critical care in the NICU. These care conferences, held in San Francisco, involve my son's entire medical team and are essential for his treatment planning. To ensure transparency and assist with scheduling, I used the Bamboo Calendar within our Outlook system to input these anticipated absences. While this system is not used to request PTO/sick time, it allows managers to provide visibility regarding planned time off. Without any notice, however, the Bamboo Calendar was deleted.
>
> On February 20, I reached out to my supervisor, Brad Stein, for clarification, who confirmed that the system had been removed and was not used to request time-off (which I already knew). I was then invited to a meeting with Brad and Rachel (HR), which got pushed back a few times and ultimately created a scheduling conflict with my cellar team obligations, so I declined. Brad came to me directly and insisted we meet that day, so I informed my team I had to step away.
>
> When I arrived to the meeting, however, I was ambushed by Brad and Rachel with a write-up for (1) taking an "unexpected" half-day on 2/14 without using PTO and in a manner not approved by my Brad or HR, (2) requesting a meeting with HR to ask questions about new policies and then declining after HR set it, and (3) having "unacceptable personal conduct" and a "lack of professionalism" in my communication style, which "disrupted daily operations" and "misused time." I was stunned and respond to each issue as follows:
>
> <u>Response to claimed "unexpected" half day</u>: I communicated my need for a half-day to attend a critical medical appointment for my son on four separate occasions:

(1) Prior to my return from my family leave, I provided written notification that I would need to take a half-day every other Friday to attend care conferences in San Francisco at the NICU where my son was a patient (proof of same from Sutter CPMC was also timely provided). These care conferences were formal meetings with my son's full medical team, including specialists, to discuss the short and long-term treatment and medical needs for my child who remains in critical condition. In this written notice, I was clear that the first half-day would 2/14. There are emails evidencing this.

(2) Additionally, on my first day back (2/3), I had a meeting with Brad and Rachel, where my need to attend these care conferences was reiterated.

(3) Third, I had calendared the first care conference date of 2/14 through the Bamboo Calendar system. When the calendar was deleted, without notice, my entry was also deleted (it remains unclear who deleted the program).

(4) Finally, on Thursday 2/13, during our two standard manager meetings at 9am and 2pm, I again reminded all about my half-day on 2/14. Brad attended one or both meetings. There is simply no basis for the allegation that this half-day was unexpected.

As for the accusation regarding use of PTO, several company policies seemed to have been rewritten while I had been out on leave. Previously, when salaried employees worked more than 40 hours during the work week, they could use the hours worked over the standard daily 8-hour to apply to time out of the office. Upon my return, no one informed me of any changes with this, not until my conversation with Brad on the morning of 2/14.

Importantly, upon my return, I learned that there was a new "Tracking attendance and tardiness" policy that specified each call-out or infraction led to, first, a "freebie," then a verbal warning, and only then to written warnings. I never was informed I had used a freebie, nor did I receive a verbal warning. The policy requires managers to notify HR of all verbal and written warnings and I am unaware that was ever followed by Brad prior to the written warning. I know of no other employees who received similar treatment—having been written up prior to a "freebie" or verbal warning, let alone for written up for time-off that was clearly and frequently communicated—just the one who took leave to care for a sick child.

Response to requested meeting on policies - later declined: I don't know why I would be disciplined for changing my mind about attending a meeting that I had initially requested with HR. Based on recent interactions in which Rachel had accused me of being "aggressive" and having a "tone," (when I was asking questions) I became fearful of in-person interactions with her. Instead, I opted to submit questions in writing to avoid further misunderstandings.

Ultimately, I am unaware of any GSC policy that an employee changing his mind about a meeting that he asked for is grounds for discipline.

Response to accusations against my character: Based on the

relationships I have built and cherished over eight years, and given the outpouring of support I have received since this retaliatory nonsense began, I stand by my character and reputation and I know many others stand with me. But I don't think it should be lost that I have maintained my work ethic, attitude, and relationships through an unimaginably difficult period in my life. To have my character questioned while navigating the critical and constant challenges facing my family is beyond hurtful and insulting.

Lastly, I must note that in the first version of the write-up, there was an accusation that I missed work or left early on 2/7. When I saw that, I denied it and explained to Brad and Rachel how many different ways I could show I was at work and doing work the entire shift. Then, they deleted it and gave me the current version of the warning, which proved to me that their intention in giving me a write-up was not to follow policy or change behavior, but to punish and threaten me for having dared taken leave or needing scheduling accommodations for vital medical events.

Unfortunately, this is not the end of the retaliation. On March 17, I received a second write-up for alleged unsatisfactory performance.

Clarification re timeline of events: I learned there was insufficient Lime Leaf inventory for the blend on 3/5. At my direction, pursuant to established guidelines, I requested that Victor Hernandez, Jr., the cellar lead and backup supervisor, send to the Teams chat and include my direct manager, Brad (who frequently fails to timely provide ingredients), and the Operations Manager, Tony.

Response to substance of second write-up: As cellar supervisor, I have not made "independent judgment calls regarding production decision." Rather, I have sought guidance from both Brad and Tony, just as the write-up says I should. I also agree that there are available tools to verify the accuracy of recipes and prevent errors. However, the current Standard Operating Procedure (SOP) dictates that we should only use the product spec sheets. The other listed tools (Ekos work order, previous batch records in Ekos, and previous calendar) are usually referenced when an egregious error on the spec sheet is discovered.

While I was out on leave, GSC created a new cider (Ginger Lime). On 2/18, I asked Tony for help making it for the first time. Together, and with his oversight and approval at each step, he guided me through the process. Tony himself had created the product spec sheet that he used to train me. There are Teams chat messages to corroborate this and that I was doing exactly what the write-up states—seeking help from leadership. I should note that I was previously advised to find Tony, not Brad, on questions relating to making cider.

On 3/5, I discovered that Tony had made a miscalculation on the spec sheet—an error that certainly was inconsistent with the "standards of leadership within the company," and that "undermines the quality of our product and sets a poor example for [the] team." I take responsibility for my mistakes, but this one was Tony's. He created the spec sheet that he used to train me. It defies logic that I am now blamed for his mistake.

> I should note the loss of materials referenced in the write-up ($1,675 in raw materials, i.e. Lime Leaf) were actually free. When I met with Brad and Rachel to discuss this write-up, they insisted on attaching "a monetary value to it," but there was no monetary loss based on Tony's miscalculation.
>
> In the final remarks on this write-up, GSC acknowledges the challenges I'm facing with my son and claims to be committed to the interactive process and supporting my well-being. Which is why this write-up makes no sense. I was on leave when the blend was invented. I was trained to make it by Tony. Tony's miscalculation caused the mistake.
>
> The only part of this that is truly my "fault" is that I went on leave. After receiving this second write-up, on 3/17, Brad excluded me from a meeting with my team and referred me to you, and you assured me I had a place at the company. The next day, I was placed on administrative leave, locked out of my email, told not to speak to anyone, and escorted off the premises as if I was a criminal.
>
> Despite my complaints to you, Brad, and Rachel, nothing has been investigated or corrected. On Monday morning, I expect an apology and an explanation of how you are going to fix this.

90. ***On March 31, 2025, GSC officially terminated Arellano.*** Chris Lacey did not respond to Mr. Arellano's lengthy email. Rather, he read his own termination letter aloud. Aside from doubling down on the many false and misleading allegations, Lacey showed his true animus toward those who dare inconvenience his company with family obligations.

> On February 13, 2025, you received a performance review in which you received a 1% raise. The review noted that you needed improvement in teamwork, specifically citing an incident that occurred in summer 2024, and for not communicating with your team to ensure that work got done when you made unscheduled changes.
>
> ***Your response was to again take an afternoon off on February 14 (the very next day after your review, a Friday and Valentine's Day)*** without communicating or receiving authorization, even though you had been given an accommodation schedule.

91. CEO Chris Lacey knew Mr. Arellano's son lived in the NICU. He knew Mr. Arellano required scheduling accommodation every other Friday to attend his son's care team meetings. He knew Mr. Arellano had communicated his February 14 half-day in several ways.

92. ***Despite this knowledge, Lacey chose to mock Mr. Arellano, insinuating that he was merely taking an afternoon off—on Valentine's***

Day, no less—to sulk over a performance review when he knew Mr. Arellano was spending that time in a place no parent ever wants to be.

93. On information and belief, Chris Lacey told at least one employee that he wanted to hang a German flag in the lobby with a sign that says, "Follow the rules!"

94. On information and belief, Chris Lacey told at least one employee that he ends discussions the moment an employee asks whether a policy is legal.

Revisionist History

95. When GSC produced Mr. Arellano's personnel file (at counsel's request), it contained many relevant disciplinary documents but not his termination letter. In that letter, Lacey explained that GSC "will proceed with separating you from the company and place you on unpaid leave for an additional 12 workweeks *solely* to pay the employer portion of your group medical premium…."

96. Lacey described the severance offer and noted the deadline to respond was April 14, 2025. "If you decline to sign the release, your employment will be terminated for cause…."

97. April 14 came and went without Mr. Arellano's signature. Accordingly, he was terminated for cause.

98. On April 17, Lacey emailed Mr. Arellano to confirm his rejection of the offer. He also noted that Mr. Arellano had retained counsel and confirmed that future communications would be handled through the attorneys. Then, he changed tune:

> In the meantime, as we have not yet made a final decision regarding your employment, we are placing you on leave under [CFRA], effective immediately. This leave will be unpaid, but we will continue to provide your health insurance benefits as outlined in our previous correspondence.

99. On June 26, 2025, despite knowing Mr. Arellano had retained counsel, Aragon emailed him to confirm expiration of his health insurance coverage and asked him to "let us know your intentions at this time."

100. In response to counsel's request that Aragon cease and desist direct communications with Mr. Arellano, GSC's counsel (Valorie Bader) continued GSC's

back-tracking:

> This confirms that due to your continued representation, Mr. Arellano will remain on unpaid leave, and not considered to have voluntarily abandoned his job as we work together towards a resolution.
>
> Mr. Arellano was informed on April 17 that he was not terminated but placed on CFRA leave which expired on June 13. As you know, Golden State Cider is no longer obliged to hold open his position under CFRA. Golden State Cider will continue to hold in abeyance any discipline it contemplated prior to April 14th, including but not limited to termination.

101. In sum, according to GSC, first, it placed Mr. Arellano on paid administrative leave, then terminated him, then terminated him for cause when he rejected the severance offer, then placed him on unpaid leave with medical benefits, then ended the benefits, and finally held all discipline (including termination) "in abeyance."

102. On information and belief, GSC has failed to further investigate Mr. Arellano's complaints, or the events leading up to his wrongful termination.

103. On information and belief, Chris Lacey, Tony Dimsho, Brad Stein, and Rachel Aragon remain employed by GSC and none has been disciplined for their conduct.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

104. Plaintiff obtained a right to sue letter from the California Civil Rights Department ("CRD"). Plaintiff has exhausted all administrative requirements to bringing this Action. *See* **Exhibit A**.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violation of the California Family Rights Act

Gov't Code § 12945.2

(Plaintiff Against Defendants)

105. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

106. The California Family Rights Act authorizes eligible employees to take up a total of 12 weeks of paid or unpaid job-protected leave during a 12-month period for, among other things, when the employee is unable to work because of a family member's serious health condition.

107. The California Family Rights Act also provides that it is unlawful for an employer to terminate or discriminate against a person that exercised their rights to family care and medical leave under CFRA. Gov. Code §§ 12945.2(k)(1).

108. At the time of his termination, Plaintiff met all requirements to qualify for the benefits and protections afforded under CFRA.

109. Plaintiff sought temporary and/or intermittent leave to care for his son's serious health condition, which qualified as protected leave under CFRA.

110. Defendants then interfered with Plaintiff's CFRA rights by taking disciplinary action against and terminating him because he exercised his rights under CFRA. This was the sole or motivating factor in Defendants' decision to terminate her employment.

111. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer damages in the form of lost earnings, benefits, and out-of-pocket expenses in an amount subject to proof at trial.

112. Defendants' conduct has directly and proximately caused Plaintiff to lose financial stability, peace of mind, and future security in an amount not fully ascertained but subject to proof at trial.

113. Because of the conduct alleged in this complaint, Plaintiff hired attorneys to prosecute his claims under CFRA. Accordingly, he is entitled to recover attorneys' fees and costs pursuant to Government Code § 12965(b), in addition to other damages as authorized by law.

114. Moreover, because Defendants' conduct was intentional, deliberate, willful, malicious, reckless, and conducted with callous disregard for Plaintiff's rights, Plaintiff seeks punitive damages in an amount to be ascertained at trial.

SECOND CAUSE OF ACTION

Retaliation in Violation of FEHA

Gov. Code §§ 12940, et seq.

(Plaintiff Against Defendants)

115. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

116. At all times relevant to this complaint, Plaintiff was an employee of Defendants and was covered by FEHA.

117. Defendants retaliated against Plaintiff for engaging in protected activity in violation of FEHA. Specifically, Defendants fired Plaintiff because he requested accommodation for his son's disability and complained about discrimination and retaliation.

118. These were the sole or motivating factors in Defendants' decision to take adverse employment actions against him.

119. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered special damages in the form of lost earnings, benefits, and/or out-of-pocket expenses in an amount subject to proof at trial. As further direct and proximate result of Defendants' conduct, Plaintiff continues to suffer damages in the form of lost future earnings, benefits, and/or other prospective damages in an amount to be proven at trial.

120. Defendants' conduct has further caused Plaintiff to lose financial stability, peace of mind, and future security. Defendants' conduct has caused him severe embarrassment, humiliation, and mental and emotional distress and discomfort in an amount not fully ascertained but subject to proof at trial.

121. Because of the conduct alleged herein, Plaintiff hired attorneys to prosecute his claims under FEHA. Accordingly, Plaintiff is entitled to recover attorneys' fees and costs pursuant to Government Code § 12965(b), in addition to other damages as provided by law.

122. Moreover, Defendants' conduct has been intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling her to punitive damages.

THIRD CAUSE OF ACTION

Disability Discrimination in Violation of FEHA

Gov. Code §§ 12940, et seq.

(Plaintiff Against Defendants)

123. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

124. The California Fair Employment and Housing Act provides that it is unlawful for "an employer, because of the . . . physical disability, mental disability, medical condition, [or] genetic information . . . of any person, . . . to bar or discharge the person from employment . . . , or to discriminate against the person in compensation or in terms, conditions, or privileges of employment." Gov. Code §§ 12940(a).

125. The FEHA also prohibits discrimination based on an individual's association with a member of its protected classes. *Castro-Ramirez v. Dependable Highway Express, Inc.*, 2 Cal. App. 5th 1028, 1036 (2016) ("Accordingly, when FEHA forbids discrimination based on a disability, it also forbids discrimination based on a person's association with another who has a disability.").

126. Mr. Arellano requested reasonable accommodation so that he could take care of his disabled son and protect his health. He sought this accommodation because of his association with his son, a disabled individual protected by FEHA.

127. Defendants discriminated against Mr. Arellano because of his association with his disabled son. Plaintiff's need for accommodation to care for his son was the sole or motivating factor in Defendant's decision to terminate him.

128. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages in the form of lost earnings, benefits, and/or out-of-pocket

expenses in an amount subject to proof at hearing. As further direct and proximate result of Defendants' conduct, Plaintiff continues to suffer damages in the form of lost future earnings, benefits, and/or other prospective damages in an amount to be proven at hearing.

129. Defendants' conduct has further caused Plaintiff to lose financial stability, peace of mind, and future security, and has caused him severe embarrassment, humiliation, and mental and emotional distress and discomfort in an amount not fully ascertained but subject to proof at hearing.

130. Because of the conduct alleged herein, Plaintiff hired attorneys to prosecute her claims under FEHA. Accordingly, Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to Government Code section 12965(b), in addition to other damages as provided by law. Moreover, Defendants' conduct has been intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling her to punitive damages.

FOURTH CAUSE OF ACTION

Failure To Accommodate in Violation of FEHA

Cal. Gov't Code § 12940 et seq.

(Plaintiff Against Defendants)

131. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

132. Defendant is an employer in the State of California, within the meaning of the FEHA, Gov't Code § 12926.

133. At all relevant times herein, Plaintiff was an employee of Defendants within the meaning of Gov't Code § 12926, and at all times during his employment he performed his essential job duties in a competent, satisfactory manner.

134. At all relevant times herein, Plaintiff has an association with a person with a disability within the meaning of Gov't Code § 12926. Plaintiff's son was limited in his major life activities, had a record of such limitations, and/or was regarded by

Defendants having such limitations.

135. Plaintiff was able to perform the essential duties of his position with reasonable accommodation for his son's disability.

136. Defendants failed to provide Plaintiff with reasonable accommodation for his son's disability and retaliated against him after he requested reasonable accommodation.

137. Plaintiff is informed and believes, and based thereon alleges, that the reasonable accommodation sought would not have created an undue hardship for Defendants.

138. Plaintiff is informed and believes, and based thereon alleges, that in addition to the practices enumerated above, Defendants may have engaged in other discriminatory practices against him which are not yet fully known.

139. As a direct and proximate result of the violation of his rights under the FEHA, Plaintiff has suffered and will continue to suffer general damages in amounts to be proven at trial. Defendants' conduct was a substantial factor in causing those damages.

140. As a direct and proximate result of Defendants' violation of his rights under the FEHA, Plaintiff has suffered and will continue to suffer financial losses, including a loss of earnings and other employment benefits and job opportunities. Plaintiff is thereby entitled to special damages in amounts to be proven at trial. Defendant's conduct was a substantial factor in causing those damages.

141. As a further, direct and proximate result of Defendants' violation of Gov't Code § 12900 *et seq*., as heretofore described, Plaintiff has been compelled to retain the services of counsel in an effort to enforce the terms and conditions of his employment relationship with Defendants, and has thereby incurred, and will continue to incur, legal fees and costs, the full nature and extent of which are presently unknown to him. Plaintiff therefore requests that attorneys' fees be awarded pursuant to Gov't Code § 12965.

142. Plaintiff is informed and believes and based thereon alleges that the outrageous conduct of Defendants described above was done with malice, fraud, and oppression and with conscious disregard for his rights and with the intent, design, and purpose of injuring him. By reasons thereof, Plaintiff is entitled to punitive or exemplary damages from Defendant in a sum according to proof at trial.

FIFTH CAUSE OF ACTION

Failure to Engage in the Interactive Process

Gov. Code §§ 12940, et seq.

(Plaintiff Against Defendants)

143. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

144. Defendants are employers in the State of California, within the meaning of the FEHA, Gov't Code § 12926.

145. At all relevant times herein, Plaintiff was an employee of Defendants within the meaning of Gov't Code § 12926, and at all times during his employment he performed his essential job duties in a competent, satisfactory manner.

146. At all relevant times herein, Plaintiff has an association with a person with a disability within the meaning of Gov't Code § 12926. Plaintiff's son was limited in his major life activities, had a record of such limitations, and/or was regarded by Defendants having such limitations.

147. Plaintiff was able to perform the essential duties of his position with reasonable accommodation for his son's disability.

148. Plaintiff was willing to participate in the interactive process to determine whether reasonable accommodation could be provided so that he would be able to perform the essential job requirements.

149. Plaintiff requested that Defendants make a reasonable accommodation for him so that he would be able to perform his essential job requirements.

150. Defendant failed to engage in a timely good-faith interactive process

with Plaintiff to determine whether reasonable accommodation could be made, either the accommodation he requested or alternative accommodation.

151. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered special damages in the form of lost earnings, benefits, and/or out-of-pocket expenses in an amount subject to proof at trial. As a further direct and proximate result of Defendants' conduct, Plaintiff continues to suffer damages in the form of lost future earnings, benefits, and/or other prospective damages in an amount to be proven at trial.

152. Defendants' conduct has further caused Plaintiff to lose financial stability, peace of mind, and future security. Defendants' conduct has caused him severe mental and emotional distress and discomfort in an amount not fully ascertained but subject to proof at trial.

153. Because of the conduct alleged herein, Plaintiff hired attorneys to prosecute his claims. Accordingly, Plaintiff is entitled to recover attorneys' fees and costs pursuant to Government Code § 12965(b), in addition to other damages as provided by law.

154. Defendants' conduct has been intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling her to punitive damages.

SIXTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Plaintiff Against Defendants)

155. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

156. As set forth herein, Defendants wrongfully terminated Plaintiff's employment in violation of various fundamental public policies of the United States and the State of California. These fundamental public policies are embodied in the FEHA and the Labor Code, among others.

157. Defendants terminated Plaintiff because of or in retaliation for Plaintiff's requesting and taking CFRA leave, requesting accommodation for his son's disabilities and complaining about Defendants' discrimination and retaliation described herein.

158. This retaliatory conduct constitutes an unlawful employment practice in violation of California's well-established public policy.

159. As a proximate result of the Defendants' conduct, Plaintiff has suffered special damages in the form of lost earnings, benefits, and/or out-of-pocket expenses in an amount subject to proof at trial. As further direct and proximate result of the Defendants' conduct, Plaintiff continues to suffer damages in the form of lost future earnings, benefits, and/or other prospective damages in an amount to be proven at trial.

160. Defendants' conduct has further caused Plaintiff to lose financial stability, peace of mind, and future security, and has caused him severe embarrassment, humiliation, and mental and emotional distress and discomfort in an amount not fully ascertained but subject to proof at trial.

161. Moreover, Defendants' conduct has been intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard for Plaintiff' rights, entitling her to punitive damages.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631 and Article I, § 16 of the California Constitution, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

A. For actual and liquidated damages according to proof at trial;

B. For statutory and civil penalties and special damages, according to proof at trial;

C. For punitive and exemplary damages according to proof;

D. For pre- and post-judgment interest on monetary damages;

E. For reasonable attorney's fees and costs and expert fees and costs as allowed by law; and

F. For such other relief as this Court deems just and proper.

Dated: August 26, 2025

Respectfully submitted,

KING & SIEGEL LLP

By: _____
Julian Burns King
Corey B. Bennett
Attorneys for Plaintiff

Exhibit A

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR

Civil Rights Department
KEVIN KISH, DIRECTOR

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 26, 2025

Corey Bennett
,

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202508-30936326
Right to Sue: Arellano / Sonoma Craft Holdings, LLC dba Golden State Cider et al.

Dear Corey Bennett:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

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

Sincerely,

Civil Rights Department

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR

Civil Rights Department
KEVIN KISH, DIRECTOR

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August 26, 2025

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202508-30936326
Right to Sue: Arellano / Sonoma Craft Holdings, LLC dba Golden State Cider et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR

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Civil Rights Department

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August 26, 2025

Emilio Arellano
,

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202508-30936326
Right to Sue: Arellano / Sonoma Craft Holdings, LLC dba Golden State Cider et al.

Dear Emilio Arellano:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective August 26, 2025 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.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

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After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

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
Emilio Arellano CRD No. 202508-30936326

Complainant,

vs.

Sonoma Craft Holdings, LLC dba Golden State Cider
,

Apple Cart Cider LLC
,

Respondents

---

1. Respondent **Sonoma Craft Holdings, LLC dba Golden State Cider** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2.Complainant is naming **Apple Cart Cider LLC** business as Co-Respondent(s).

3. Complainant **Emilio Arellano**, resides in the City of **,** State of **.**

4. Complainant alleges that on or about **March 31, 2025**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's association with a member of a protected class, disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated, reprimanded, suspended, denied any employment benefit or privilege, denied work opportunities or assignments, denied accommodation for a disability, denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, given additional work responsibilities or assignments.

Date Filed: August 26, 2025

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, reprimanded, suspended, denied any employment benefit or privilege, denied work opportunities or assignments, denied accommodation for a disability, given additional work responsibilities or assignments.

Additional Complaint Details: 1. As one of Golden State Cider's (GSC) longest-serving employees, Emilio Arellano took great pride in his work and professional growth. Over the years, he was promoted twice and cultivated positive relationships with his colleagues. In 2024, however, his life turned upside down when his son was born three months prematurely.

2. The birth of a child is typically a time of joy, love, and celebration—a moment when families gather to welcome new life and anticipate watching the child grow and thrive. When a baby arrives prematurely, that experience transforms dra-matically. Instead of joyful gatherings at home, parents face the stark reality of neo-natal intensive care units (NICU), where their tiny newborns fight for survival amidst a sea of medical equipment and constant vigilance.

3. That is how Arellano spent the next four months. Hopeful but power-less, he focused on supporting his wife and just being there whatever may come—the very thing parental leave laws were designed to protect. By guaranteeing job-protected time off, these laws ensure that no one is forced to choose between their livelihood and their family. They level the playing field, promote gender equity in caregiving, and reflect a societal commitment to the well-being of parents and chil-dren alike.

4. After four long and difficult months, Arellano returned to GSC with a renewed sense of loyalty to the company and his team. GSC initially agreed to a mi-nor scheduling accommodation: he could work a half-day every other Friday to at-tend his son's critical medical team meetings. Little did Mr. Arellano know, GSC had already deemed him an inconvenience and burden—setting in motion a plan to ter-minate him.

5. Suddenly, Mr. Arellano's years of service, affability, and expertise no longer mattered. He questioned a new attendance policy he believed to be discrimi-natory and was immediately reprimanded and given a negative performance review. He took his first half-day accommodation and was immediately written up. He com-plained to human resources (HR) and was written up for his boss's production error. He complained again and was placed on administrative leave. He complained a third time and was terminated.

6. All of this occurred within eight weeks of returning from leave.

7. GSC's reporting structure was so compromised that Mr. Arellano had no hope or recourse. Internal communications reveal that HR Director Rachel Aragon began pushing the narrative to CEO Chris Lacey that things were "spiraling" almost immediately upon Mr. Arellano's return from leave. Rather than engage with the substance of his concerns, GSC fixated on the fact that both Arellano and Breanne Heuss, the pregnant Director of Marketing, had questioned the legality of the at-tendance policy—treating similarity of complaint as a threat to silence, not a prob-lem to resolve.

Date Filed: August 26, 2025

8. That is because GSC has a track record of targeting those who have tak-en, or plan to take, protected leave.

9. Mr. Arellano's story is not just about personal hardship; it is about the consequences of GSC viewing parenthood and protected leave as inconveniences. Ra-ther than honoring the law or the values it claims to uphold, GSC punished Mr. Arel-lano for becoming a father and for daring to advocate for himself and others. His termination was not the result of poor performance, absenteeism, or misconduct; it was the inevitable outcome of a retaliatory culture that sees caregiving as a liability and compliance as optional.

VERIFICATION

I, **Corey Bennett**, am the **Attorney** in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The matters alleged are based on information and belief, which I believe to be true. The matters alleged are based on information and belief, which I believe to be true.

On August 26, 2025, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Sacramento, CA

Date Filed: August 26, 2025