

NO FEE GOVT CODES SEC. 6183
AMOUNT RECOVERABLE PURSUANT
TO 6103.5 GC \$ 1435
PLUS A ONE TIME ADMINISTRATIVE FEE UPON JUDGEMENT

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County Of Los Angeles

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(Fee Exempt, Gov. Code, § 6103)

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**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

BC 591206

DEPARTMENT OF FAIR EMPLOYMENT
AND HOUSING, a Department of the State of
California,

Case No.

**COMPLAINT FOR SYSTEMIC
INJUNCTIVE RELIEF, STATUTORY
PENALTIES, AND MONETARY RELIEF**

Plaintiff,

(Civil Code, §§ 51, 51.5, 52; Gov. Code, §§
12948, 12940, subs. (h), (i) & (k))

vs.

DEMAND FOR JURY TRIAL

M & N FINANCING CORPORATION, a
California Corporation, MAHMOOD NASIRY,
and DOES 1 through 20, inclusive,

Defendants.

KHAYYAM ETEMADI,
Real Party in Interest.

Plaintiff THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

("Plaintiff" or "DFEH" or "Department"), hereby files this Complaint and alleges as follows:



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1 **I. INTRODUCTION**

2 1. The California Department of Fair Employment and Housing brings this action against
3 M & N Financing, Inc. (M & N), Mahmood "Mike" Nasiry ("Nasiry"), and Does 1 through 20,
4 inclusive, for intentional sex discrimination against female buyers in M & N's subprime automobile
5 loan practices. This action to enforce the Unruh Civil Rights Act ("Unruh"), Civil Code section 51,
6 Civil Code section 51.5, and the California Fair Employment and Housing Act ("FEHA"),
7 Government Code section 12900, et. seq. is brought to redress systemic discrimination by M & N,
8 beginning in approximately 2012 and continuing today.

9 2. The subprime auto loan industry is at the center of the biggest boom in subprime
10 lending since the mortgage crisis. Nationwide subprime loans hit \$740 billion in May 2012, an
11 increase of \$43.1 billion from the previous year.¹ Over all, auto loans to subprime borrowers have
12 more than doubled since the financial crisis, with one in four new auto loans going to subprime
13 borrowers.² The dollar value of originations to people with credit scores below 660 has roughly
14 doubled since 2009, while originations for the other credit score groups increased by only about half.³
15 At the same time, auto loan delinquency rates in California more than doubled from 1999 to 2012. In
16 California, one in eight used car dealers sold one vehicle three or more times.⁴ Subprime loans are
17 utilized by those in vulnerable financial situations who count on the availability of an automobile in
18 everyday life. Particularly in California, a car can be essential to participating in the workforce and is
19 thus crucial to the working poor.

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23 ¹ Center for Responsible Lending, The State of Lending in America & its Impact on U.S. Households,
24 December 2012, p. 68, available at [http://www.responsiblelending.org/state-of-lending/reports/4-Auto-](http://www.responsiblelending.org/state-of-lending/reports/4-Auto-Loans.pdf)
25 Loans.pdf.
26 ² Corkery, Michael and Jessica Silver-Greenberg, New York Times, Wells Fargo Puts a Ceiling on Subprime
27 Auto Loans, March 1, 2015, available at [http://www.nytimes.com/2015/03/02/business/dealbook/wells-fargo-](http://www.nytimes.com/2015/03/02/business/dealbook/wells-fargo-puts-a-ceiling-on-subprime-auto-loans.html)
puts-a-ceiling-on-subprime-auto-loans.html.
³ Haughwout, Andrew et al., Liberty Street Economics, Just Released: Looking under the Hood of the
Subprime Auto Lending Market, August 14, 2014, available at
[http://libertystreeteconomics.newyorkfed.org/2014/08/just-released-looking-under-the-hood-of-the-subprime-](http://libertystreeteconomics.newyorkfed.org/2014/08/just-released-looking-under-the-hood-of-the-subprime-auto-lending-market.html#.VTqx94vF9u0)
auto-lending-market.html#.VTqx94vF9u0.
⁴ The State of Lending in America & its Impact on U.S. Households, *supra*, at p. 74.

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State of California
Std. 113 Rev. 3-95

1 3. Many subprime auto loans – and virtually all of those purchased by M & N – are for
2 used cars, some more than a decade old, with thousands of miles on the odometer.⁵ M & N, like
3 other subprime lenders, focuses on this area of lending because it promises high returns on
4 investments in a time of generally low interest rates.⁶ The interest rate on M & N automobile loans
5 typically exceeds 20 percent.

6 4. M & N’s differential treatment of female buyers, co-buyers, and spouses based on
7 personal stereotypes and biases regarding the relationship between gender and creditworthiness is
8 detrimental to the citizens of the State of California. By adding discriminatory loan fees on top of
9 already high interest rates for female buyers, co-buyers, and spouses, M & N further preys on those
10 most vulnerable and realizes a profit to which it is not entitled based upon unlawful discrimination.
11

12 **A. M & N Financing Has Engaged in Discriminatory Subprime Automobile Lending**
13 **Practices throughout Southern California**

14 5. Beginning in 2012, M & N purchased, or otherwise financed or declined to finance,
15 subprime automobile loan contracts from approximately 150 automobile dealers in Southern
16 California using an Excel spreadsheet created to evaluate the risk of default by the consumer for each
17 loan reviewed by M & N Financing. The elements of this risk evaluation were based not on objective
18 factors of creditworthiness, such as credit score, but on impermissible discriminatory factors
19 including gender. These discriminatory evaluations resulted in a higher financing fee, identified in M
20 & N documents as a “discount,”⁷ for the RISCs of female buyers, co-buyers, and spouses. As a
21 result of the discriminatory evaluation and resulting discount fee, M & N Financing paid the
22 automobile dealership less money for the contract and, therefore, earned more money on each of
23 these discriminatory contracts. Those additional and discriminatory fees charged on applications
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26 ⁵ Corkery, Michael and Jessica Silver-Greenberg, New York Times, Investment Riches Built on Subprime
27 Auto Loans to Poor, January 26, 2015, available at <http://dealbook.nytimes.com/2015/01/26/investment-riches-built-on-auto-loans-to-poor/>.

⁶ Id.

1 involving female buyers, co-buyers, or spouses are part of the overall purchase price and thus subject
2 to the high interest rate of the subprime loan.

3 6. Plaintiff DFEH seeks injunctive relief to correct Defendants' unlawful practices, as
4 well as actual, compensatory, and punitive damages, and/or statutory penalties on behalf of all loan
5 victims who were subjected to Defendants' unlawful conduct.

6 **B: M & N Financing Coerced its Employees into Engaging in Discriminatory**
7 **Practices and Retaliated Against Employees for Opposing These Practices**

8 7. DFEH further brings this action to redress discrimination against M & N employees
9 who were incited, compelled, or coerced, or who M & N attempted to incite, compel, or coerce, into
10 violating the Unruh Civil Rights Act in violation of Government Code sections 12940, subdivision
11 (i), 12948, and Civil Code section 51 et. seq. DFEH additionally brings this action to redress
12 discrimination against Real Party in Interest ("RPI") Khayyam Etemadi. Mr. Etemadi was harassed,
13 retaliated against, and constructively terminated from his employment at M & N in violation of
14 Government Code section 12940, subdivision (h), because he opposed M & N's discriminatory loan
15 practices.

16 8. DFEH seeks injunctive relief and monetary damages for all employees and former
17 employees whom M & N coerced or compelled, or attempted to coerce or compel into violating
18 FEHA and the Unruh Civil Rights Act. Furthermore, DFEH seeks monetary damages for Real Party
19 in Interest Khayyam Etemadi. Mr. Etemadi was coerced into engaging in discriminatory practices
20 and discriminated against for opposing these practices.

21 **II. PARTIES**

22 9. The DFEH is the state department charged with enforcing the Fair Employment and
23 Housing Act (FEHA), set forth in Government Code section 12900 et seq. and the Unruh Civil Rights
24 Act, Civil Code section 51 et. seq. The Unruh Civil Rights Act expressly provides for filing of
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27 ⁷ A discount is the amount that M&N Financing deducts from the total price they are willing to pay for the contract as a protection against potential default on the contracts. The pooled savings acts as a reserve to cover the loss on uncollected contracts.



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1 complaints of discrimination with the DFEH, Civil Code section 52, subdivision (f), and the Unruh
2 Civil Rights Act is specifically incorporated into FEHA, Government Code section 12948.

3 10. The DFEH's enforcement of the FEHA is an exercise of the police power of the State
4 of California to protect the civil rights of all Californians to seek, obtain, and hold employment
5 without discrimination or abridgment on account of, inter alia, sex, race and national origin. (Gov.
6 Code, §§ 12920, and 12940, subd. (a).) The Department's exercise of the police power of the State of
7 California is for the protection of the welfare, health, and peace of the people of the State of
8 California. (Gov. Code, § 12920.) The Department is empowered to prosecute actions in state and
9 federal court. (Gov. Code, §§ 12930, subd. (h).) The State of California and DFEH have a sovereign
10 interest in protecting the citizens of the state from discrimination.

11 11. Where an unlawful policy or practice raises common questions of law or fact, the
12 Director may file a group complaint on behalf of those aggrieved by said policy or practice. (Gov.
13 Code, § 12961.) While DFEH brings a civil suit on behalf of the aggrieved individuals, it maintains a
14 broad public interest in preventing discrimination, and an individual's private right to sue is not
15 extinguished by DFEH's enforcement rights. After investigation and "if in the judgment of the
16 director circumstances warrant, [the group complaint] shall be treated as [a group complaint] for
17 purposes of conciliation, dispute resolution, and civil action." (Gov. Code, § 12961.)

18 12. California's public policy against discrimination on the basis of sex is substantial and
19 fundamental. It is the public policy of this state that it is necessary to protect and safeguard the right
20 and opportunity of all persons to seek, obtain, and hold employment without discrimination or
21 abridgment on account of sex. (Gov. Code, § 12921, subd. (a).)

22 13. The DFEH, as part of its charge to protect Californians from invidious discrimination,
23 brings this suit to remedy unlawful practices of a subprime lender in a growing industry. The
24 Department, on behalf of the public and the State of California, has an interest in ensuring that the
25 loan policies and practices in this growing and profitable industry are non-discriminatory. Although
26 written to apply to employment discrimination, the Legislature's goals in enacting FEHA apply with
27 equal force to eliminating discrimination in public accommodations: here, too, discrimination

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1 “foments domestic strife and unrest, . . . and adversely affects . . . the public in general.” (Gov. Code,
2 § 12920.)

3 14. The Department thus brings this suit “as an exercise of the police power of the state
4 for the protection of the welfare, health and peace of the people of this state.” (Gov. Code, § 12920.)

5 15. At all relevant times, Defendant M & N Financing was a corporation under the laws of
6 the State of California, doing business in the State of California. M & N is headquartered in Los
7 Angeles, California.

8 16. M & N Financing is, and at all relevant times has been, a “business establishment of
9 any kind whatsoever” under Unruh (Civ. Code, § 51), and Civil Code section 51.5. M & N Financing
10 purchases, or otherwise finances, Retail Installment Sales Contracts (“RISC”) from auto dealerships,
11 maintains a business office in Los Angeles, CA, and employs more than five (5) individuals to
12 facilitate the company’s business enterprises. M & N Financing has marketed or advertised its
13 business through the distribution of paper materials to auto dealerships, and M & N is a profit-making
14 entity.

15 17. At all relevant times, M & N was an employer within the meaning of Government
16 Code sections 12940, subdivisions (a), (h) and (k), and 12926, subdivision (d), in that it regularly
17 employs five or more persons. M & N’s payroll records identify Khayyam Etemadi as an employee
18 of the company.

19 18. At all relevant times, M & N Financing was a “person” within the meaning of
20 Government Code sections 12940, subdivision (i) and 12925, subdivision (d), in that it is a
21 corporation.

22 19. Mahmood “Mike” Nasiry is, and was at all relevant times, the President/CEO of M &
23 N Financing.

24 20. Does 1 through 20, inclusive, are sued herein pursuant to Code of Civil Procedure
25 section 474. The Department is ignorant of the true names or capacities of the Defendants sued
26 herein under the fictitious names Does 1 through 20, inclusive. The Department will amend this
27 complaint to allege their true names and capacities when they are ascertained. The Department is



1 informed, believes, and alleges, that each of the fictitiously named Defendants is responsible in some
2 manner for the occurrences alleged herein and that the damages of the Real Party in Interest and the
3 group of similarly situated employees and former employees and the group of loan discrimination
4 victims were proximately caused by such Defendants.

5 21. The Department is informed, believes, and alleges that at all times mentioned herein,
6 each Defendant was the director, agent, servant, employee, and/or representative of every other
7 Defendant and was, in doing the things complained of herein, acting within the scope of the agency,
8 service, employment, and/or representation, and that each Defendant herein is jointly and severally
9 responsible and liable to Real Party in Interest, similarly situated employees and former employees,
10 and the victims of loan discrimination for the damages hereinafter alleged.

11 22. Defendants M & N Financing and Does 1 – 20 were and are joint employers of Real
12 Party in Interest and other similarly situated employees or former employees because they had the
13 right to exercise and in fact exercised control over the wages, hours, or working conditions of Real
14 Party in Interest and other similarly situated employees or former employees.

15 23. At all relevant times, Defendants M & N Financing and Does 1 – 20 were and are joint
16 venturers because they undertook to carry out a single business purpose (profiting from retail sales
17 installment contract purchases) for their mutual profit.

18 24. At all relevant times, Real Party in Interest Khayyam Etemadi, and all other similarly
19 situated individuals, were “persons” within the meaning of California Government Code section
20 12925, subdivision (d) and “employees” within the meaning of Government Code sections 12940.

21 **III. VENUE AND PROCEDURAL HISTORY**

22 25. This action arises under the Civil Code section 51 (Unruh Civil Rights Act), Civil
23 Code section 51.5, and FEHA, Government Code sections 12948 and 12940, subdivisions (h), (i),
24 and (k). By Government Code section 12948, the Unruh Civil Rights Act and Civil Code section
25 51.5 are specifically incorporated into FEHA.

26 26. Venue is proper in this Court because Defendants conduct business in this County and
27 a substantial part of the events and/or conduct giving rise to this action occurred in Los Angeles



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1 County. Venue is proper in that Los Angeles County is a county in the state in which unlawful
2 practices are alleged to have been committed, in which records relevant to the discrimination are
3 maintained and administered, and in which the Real Party and similarly situated individuals worked.
4 (Gov. Code § 12965, subd, (a).)

5 27. The Director of the DFEH issued a "Notice of Director's Complaint for Group/Class
6 Relief" and pursuant to Government Code, section 12961 filed a verified complaint in writing with
7 the DFEH, numbered 204868-113074, alleging that M & N committed unlawful loan practices
8 against female loan applicants or co-signers, in violation of the Unruh Act, within the preceding two
9 years. DFEH filed the Director's Complaint on behalf of female loan applicants denied a loan
10 because of their sex, male applicants denied a loan because of the sex of their co-signor, and female
11 applicants charged higher interest rates because of their sex.

12 28. DFEH properly and timely served the Director's Complaint on Defendant M & N
13 Financing.

14 29. The Acting Director of the DFEH subsequently issued a "First Amended Notice of
15 Group/Class Relief and of Director's Complaint for Group/Class Relief," pursuant to Government
16 Code section 12961, notifying Defendant M & N Financing that evidence obtained from the
17 investigation of the original Director's Complaint indicated that M & N may have (1) engaged in
18 arbitrary discrimination against individuals on the basis of sex/gender, race, national origin/ancestry,
19 and/or occupation; (2) aided, abetted, incited, compelled, or coerced others to engage in
20 discrimination; and (3) engaged in discrimination against persons who opposed discriminatory
21 practices, in violation of the Unruh Act and FEHA. The First Amended Director's Complaint
22 provided further notice that DFEH intended additionally to proceed on behalf of all individuals who
23 were subject to arbitrary discrimination in the terms, conditions, and/or privileges on auto loans,
24 including but not limited to (1) female applicants who were given inferior terms, conditions, and/or
25 privileges on the purchase of their auto loans; male or female applicants who were given inferior
26 terms, conditions, and/or privileges on the purchase of their auto loans due to the sex of their co-
27 signors; (3) applicants who were given inferior terms, conditions, and/or privileges on the purchase of



1 their auto loans due to their race; (4) applicants who were given inferior terms, conditions, and/or
2 privileges on the purchase of their auto loans due to their national origin/ancestry; and (5) applicants
3 who were given inferior terms, conditions, and/or privileges on the purchase of their auto loans due to
4 their occupation.

5 30. The DFEH properly and timely served the Amended Director's Complaint on
6 Defendant M & N Financing.

7 31. The Director of the DFEH subsequently issued a "Second Amended Notice of
8 Group/Class Relief and of Director's Complaint for Group/Class Relief," pursuant to Government
9 Code section 12961, adding Mahmood "Mike" Nasiry as a Respondent and notifying M & N
10 Financing that the Department intended to proceed on behalf of all previously identified individuals
11 or groups and on behalf of all automobile dealerships from whom M & N purchased retail installment
12 sales contracts from June 2012 to the present.

13 32. DFEH properly and timely served the Second Amended Director's Complaint on
14 Defendants.

15 33. Real Party in Interest Khayyam Etemadi filed a verified complaint in writing with the
16 DFEH, numbered 390254-130429, on or about October 20, 2014, alleging that M & N committed
17 unlawful employment practices against him, in violation of the FEHA, within the preceding year.
18 Etemadi's Complaint alleges M & N Financing subjected him to discrimination, harassment, and
19 retaliation for objecting to the discriminatory practices of the company. The owner of M & N
20 Financing, Mahmood "Mike" Nasiry, forced him to participate in discrimination on the basis of
21 gender. On or about June 1, 2014, Etemadi was forced to quit his job due to an intolerable work
22 environment. Etemadi's Complaint further alleges that Etemadi was bringing his complaint on behalf
23 of himself and all others similarly aggrieved, in accordance with Government Code section 12961.

24 34. DFEH properly and timely served Etemadi's Complaint on Defendant M & N
25 Financing.

26 35. Upon the filing of the Director's Complaint, First Amended Director's Complaint,
27 Second Amended Director's Complaint, and the RPI Complaint, DFEH made prompt investigation

1 thereof pursuant to Government Code section 12963. During the course of the investigation, DFEH,
2 among other things, reviewed numerous loan files and documents as well as an Excel spreadsheet
3 created by M & N for use in evaluating automobile loan contracts for purchase.

4 36. Pursuant to Government Code section 12963.5 subdivisions (a) through (e), the DFEH
5 filed three petitions to compel compliance with investigative discovery requests in Superior Court.
6 Pursuant to Government Code section 12963.5 subdivision (f), the period of time within which the
7 DFEH was required to file a civil action was extended by the length of time between the filing of
8 each petition and the filing by the Department of a certified statement indicating compliance with the
9 order.

10 37. Prior to filing this civil complaint, DFEH and Defendants engaged in mandatory,
11 confidential dispute resolution pursuant to section 12965, subdivision (a), regarding the claims of the
12 Real Party in Interest as well as the claims of all similarly-situated employees or former employees
13 and the claims of victims of loan discrimination.

14 38. DFEH timely filed this complaint before the statutory deadline.

15 39. The harm that is the subject of this complaint occurred throughout Southern
16 California, including in the counties of Los Angeles, San Bernardino, Riverside, Orange, and
17 Ventura.

18 40. The amount of damages sought by this Complaint exceeds the minimum jurisdictional
19 limits of this court.

20 **IV. SYSTEMIC RELIEF ALLEGATIONS**

21 41. Plaintiff DFEH brings this government enforcement action for systemic group relief
22 pursuant to its authority under Government Code section 12961. As the case is not a class action,
23 class certification under Code of Civil Procedure sections 378 and 382 is not required. (*The*
24 *Department of Fair Employment and Housing, et al. v. Law School Admission Council, Inc.* (N. D.
25 Cal. 2013) 941 F.Supp.2d 1159, p. 1168-70.)

26 42. Victims of Discrimination: Plaintiff DFEH brings this action on behalf of the
27 following groups, which are adversely affected by M & N's discrimination in a similar manner:

1 a. All female buyers, female co-buyers, or female spouses of buyers whose RISCs
2 were purchased or otherwise financed by M & N Financing from June 1, 2012 to the date of
3 entry of judgment;

4 b. All male buyers with female co-buyers or spouses whose RISCs were purchased or
5 otherwise financed by M & N Financing from June 1, 2012 to the date of entry of judgment;

6 c. All male spouses or co-buyers of female buyers whose RISCs were financed by M
7 & N Financing from June 1, 2012 to the date of entry of judgment;

8 d. All automobile dealerships from whom M & N financing purchased an RISC
9 involving a female buyer, co-buyer, or spouse;

10 e. All persons who were given inferior terms, conditions, privileges or availability of
11 funding for the purchase of their auto loans because of their protected group status or arbitrary
12 discrimination;

13 f. All persons who were employed by Defendants in California during the relevant
14 statutory period who were coerced or compelled or whom Defendants attempted to coerce or
15 compel, to engage in acts forbidden by the FEHA and/or Unruh Civil Rights Act.

16 43. Legal or factual issues in this systemic action are common to the victims of
17 discrimination. Such common questions include, without limitation:

18 a. Whether there are differences or distinctions based on gender in the spreadsheet
19 used by M & N to determine whether a contract will be purchased and for what terms;

20 b. Whether there are differences or distinctions in the loan conditions offered to
21 female buyers, co-buyers, and spouses;

22 c. Whether such differences or distinctions are prohibited per se regardless of whether
23 or not there is a legitimate non-discriminatory reason or a legitimate business need;

24 d. Whether M & N turned down otherwise qualified borrowers based on their sex
25 (female);

26 e. Whether M & N incited, coerced or compelled, or attempted to incite, coerce or
27 compel employees into violating FEHA and the Unruh Civil Rights Act;

1 f. Whether M & N's loan practices violate the Unruh Civil Rights Act and Civil Code
2 section 51.5 for making distinctions based on sex;

3 g. Whether M & N acted purposefully in discriminating against women in violation of
4 the Unruh Civil Rights Act.

5 **V. FACTUAL ALLEGATIONS**

6 44. The Department incorporates by reference, each allegation contained in all of the
7 preceding paragraphs as if fully set forth herein.

8 45. M & N Financing is a "discount lender" that purchases or otherwise finances
9 automobile contracts for subprime buyers from used car dealerships. M & N's purchase price for the
10 contract is typically lower than the consumer's contract price for the car. As a discount dealer, M &
11 N reduces the amount of its purchase price for the contract to account for the potential risk of default.

12 46. In approximately early 2012, M & N created an Excel spreadsheet for use in
13 evaluating whether M & N would purchase automobile contracts from dealerships and for what price.
14 This Excel spreadsheet included numerous categories of information including, but not limited to, the
15 make of the car, the mileage, the amount financed, the monthly income of the buyer, the buyer's
16 occupation, the buyer's credit history, the buyer's driver's license record, and the buyer's gender.
17 Many of the fields on the spreadsheet coincided with a numeric value so that when the information in
18 the field was changed, the corresponding numeric value also changed. M & N designed these
19 numeric values to correlate with the perceived risk of the loan contract. The higher the numeric
20 value, the more risk M & N believed it faced that the purchaser would default on the loan. Although
21 not formalized until sometime in 2012, the spreadsheet reflected and served to adopt the
22 discriminatory analysis used by the company prior to 2012.

23 47. The numeric values for each of the categories on the Excel spreadsheet resulted in a
24 combined number. M & N's discount was based on this combined number. For instance, if the buyer
25 and vehicle information resulted in a numeric value of nine (9), absent adjustments by M & N's
26 owner or management, M & N's discount amount would be nine (9) percent of the contract price of
27



1 the car. In other words, M & N would pay the dealership nine (9) percent less for the car but would
2 collect payments and interest on the full amount from the consumer.

3 48. From approximately early 2012 through late 2014, gender was a field on the Excel
4 spreadsheet. M & N removed this field solely in response to the Department's investigation. Two
5 options were provided in the Excel drop down menu for gender: male and female. If male was
6 selected, a value of zero (0) was automatically entered into the corresponding "Credit" field on the
7 spreadsheet. If female was selected, a value of one (1) was automatically entered into the "Credit"
8 field on the spreadsheet. This value differential demonstrates that M & N treated female buyers
9 differently than their male counterparts, giving them a higher discount number merely because of
10 their gender. Because the "Credit" field was included in the calculation of the "discount" amount, M
11 & N Financing's loan fee was higher for female buyers, meaning that M & N would pay the
12 automobile dealership less for the contract and keep more of the money for cars purchased by
13 females or males with female co-buyers or spouses. Thus, M&N's discriminatory practice devalued
14 all loans involving women.

15 49. Mahmood "Mike" Nasiry told some of his employees that women were unable to
16 make payments on a car; they needed a man to help them. He compared entering a loan contract with
17 a woman to dating a woman with a sexually transmitted disease: the contract would sting you in the
18 end.

19 50. M & N knowingly and intentionally treated RISCs for women differently than RISCs
20 for men, increasing the loan fees for these contracts or refusing to approve the loan altogether. This
21 differential treatment was not justified by a legitimate business reason, such as an objective credit
22 score, but was based on the personal stereotypes and biases of M & N Financing's owner, Mahmood
23 "Mike" Nasiry, who treated being female as an inherent credit risk. This differential treatment
24 violated the victims' rights to "full and equal accommodations, advantages, facilities, privileges, or
25 services." (Civ. Code, § 51.)

26 51. Given that M & N automatically applied an additional percentage point for loan fees
27 for applications involving women, these applications were disadvantaged, as compared to male-only



1 contracts with similar credit and employment histories, in any negotiating process between M&N
2 Financing and the automobile dealerships for the purchase of their RISCs. M & N knew dealerships
3 had a preference for financing offers with lower fees.

4 52. The RISCs signed by the consumers contain a provision protecting the seller's
5 (dealership's) right to cancel the contract if it is unable to assign the contract, with terms that are
6 acceptable to the dealership, to one of the financial institutions with whom the dealership regularly
7 does business. If the dealership is unable to find a satisfactory offer, it would rescind the contract and
8 either reclaim the automobile or rewrite the contract to meet the financing company's terms, often
9 requiring higher interest rates, shorter repayment time, or a larger down payment. Thus M & N's
10 requirements, such as a minimum interest rate and loan term, could affect the final terms of the
11 contract. M & N often made offers and counter-offers to a dealership before agreeing on an approval
12 for purchasing of the contract or other financing.

13 53. This intentional discrimination harmed not only female buyers, co-buyers, and spouses
14 and any male buyers associated with these loans; it also harmed the automobile dealerships. Due to
15 their association with individuals of a protected class (women), the dealerships received less money
16 from M&N for contracts involving women.

17 54. Mahmood "Mike" Nasiry created the Excel spreadsheet and provided it to the M & N
18 marketers for use in evaluating whether M & N Financing would agree to purchase the buyer's
19 contract and, if so, at what rate of discount. M & N Managers or Mahmood "Mike" Nasiry would
20 approve, or make modifications to, all spreadsheets provided by the marketers.

21 55. M & N's entire marketing department used the Excel spreadsheet, and all employees
22 were trained uniformly on how to use the Excel spreadsheet.

23 56. M & N Financing purchased or financed approximately 3,897 subprime automobile
24 loans from 2012 to the present,. Of these 3,897 loans, approximately 1560, or 40 percent, were loans
25 made to female buyers; 451, or 21 percent, were loans made to male buyers with female co-buyers or
26 spouses; 236, or 6 percent, were loans made to female buyers with male co-buyers or spouses; and
27 49, or 1 percent, were loans made to female buyers with female co-buyers. Approximately 2016 of



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1 the 3897 loans involve female buyers, co-buyers, or spouses, and the loans with a co-buyer or a
2 spouse have more than one discriminatory violation per loan.

3 57. While employed by M & N Financing, RPI Khayyam Etemadi complained to several
4 M & N employees, including Mahmood "Mike" Nasiry, about M & N's discriminatory loan
5 practices. Etemadi told Nasiry during the period of the creation of the Excel spreadsheet that it was
6 not legal to have the gender box on the spreadsheet and to give an additional point to women. Nasiry
7 refused to remove the gender field. Etemadi complained again when the spreadsheet was placed on
8 the marketers laptops. Mr. Nasiry again refused to remove it, stating that all banks do this type of
9 evaluation. Etemadi complained to Nasiry again in approximately November 2013, and Nasiry again
10 refused to remove the gender field.

11 58. After complaining to Nasiry about the discrimination, Etemadi collapsed in November
12 2013 while at work and was taken to the hospital by ambulance due to the stress of the working
13 environment. Etemadi, experiencing heart palpitations, remained hospitalized overnight. Etemadi
14 left M & N in approximately March 2014, because he could no longer work there due to the stress;
15 Etemadi's health had suffered. On approximately May 15, 2014, Mahmood "Mike" Nasiry called
16 Etemadi and told him that if he could not perform his job, he should not return to work starting June
17 1, 2014. Etemadi received his last paycheck in approximately June 2014.

18 59. During Khayyam Etemadi's employment, Nasiry threatened Etemadi, stating that he
19 would ruin him financially. Nasiry instructed Etemadi to do his job or he would not have a job.
20 After Etemadi complained to Nasiry about the discrimination, Nasiry instructed him to return to his
21 job and do what he was paid to do. At all relevant times, defendants forced Etemadi on an almost
22 daily basis to engage in conduct he believed to be discriminatory and unlawful.

23 60. After Etemadi filed a complaint with DFEH, M & N Financing began reporting to
24 various credit agencies a derogatory loan for Etemadi, alleging non-repayment of a loan made from
25 M & N Financing to Etemadi. This loan, however, had been repaid. M & N Financing refused to
26 provide Etemadi with any documentation for the alleged outstanding loan, even after multiple
27 requests. Etemadi believes that M & N Financing falsely reported this "derogatory" credit in

1 retaliation for Etemadi's complaints regarding discrimination and after he filed a complaint with
2 DFEH.

3
4 **FIRST CAUSE OF ACTION**

5 (Violation of Civil Code, § 51 et. seq.; Government Code, § 12948)

6 (For All Female Buyers, Female Co-Buyers or Spouses, Male Buyers with Female
7 Co-Buyers or Spouses, Male Co-Buyers or Spouses of Female Buyers, and Automobile
8 Dealerships; as to all Defendants)

9 61. The Department realleges, and incorporates by reference, each allegation contained in
10 each of the preceding paragraphs as if fully set forth herein.

11 62. Government Code section 12948 provides that a violation of the Unruh Act, Civil
12 Code section 51, is a violation of FEHA. The Unruh Civil Rights Act provides in part: "All persons
13 within the jurisdiction of this state are free and equal, and no matter what their sex, race, ...[or]
14 national origin,... are entitled to the full and equal accommodations, advantages, facilities, privileges,
15 or services in all business establishments of every kind whatsoever."

16 63. M & N Financing, Inc. is a "business establishment" engaged in the business of
17 purchasing or otherwise financing subprime automobile loans. Its principal place of business, where
18 corporate policy on the financing and loan policies was established, is located in Los Angeles,
19 California.

20 64. At all times relevant to this Complaint, M & N Financing engaged in systemic,
21 intentional, willful, or purposeful discrimination against female buyers, female co-buyers or spouses,
22 male co-buyers or spouses of female buyers, male buyers with female co-buyers or spouses, and the
23 automobile dealerships from which they purchased RISCs, which deprived them of "full and equal
24 ... advantages, ... privileges, or services" when they obtained financing from M & N.

25 65. Based on stereotypes and personal biases, M & N created a credit evaluation policy
26 that treated women differently and less favorably than male buyers. M & N designed and
27 implemented an evaluative Excel spreadsheet that gave additional "points" to female buyers, co-

1 buyers, and spouses because of their gender. Furthermore, Mahmood "Mike" Nasiry verbally
2 expressed disapproval of purchasing contracts involving only women. As a result of this
3 discriminatory evaluation, the RISCs of female buyers, female co-buyers, female spouses, male
4 buyers with female co-buyers or spouses, and male co-buyers or spouses of female buyers had higher
5 discount fees than comparable male-only buyers and were disadvantaged in the market for the
6 purchase of RISCs.

7 66. M & N paid auto dealerships less for contracts involving women than for comparable
8 contracts involving only men.

9 67. At all times relevant to the Complaint, this systemic, intentional, willful, or purposeful
10 discrimination by M & N against its customers, including the automobile dealerships, violated their
11 rights to be free from discrimination guaranteed by Civil Code, section 51, and constitutes intentional
12 and morally offensive conduct.

13 68. M & N Financing and Mahmood "Mike" Nasiry incited employees into violating
14 Unruh by requiring them to use the discriminatory Excel sheet despite protestations from the
15 company's employees. (Civ. Code, §§ 51, 52.) By both refusing to heed warnings about the unlawful
16 nature of the gender evaluations, and requiring employees to do their job without complaint or face
17 consequences, M & N and Mahmood Nasiry incited the employees to violate the Unruh Civil Rights
18 Act.

19 69. Mahmood "Mike" Nasiry also aided M & N in the violation of the Unruh Civil Rights
20 Act by destroying documentary evidence of discriminatory conduct. It is the Department's belief that
21 M & N intentionally removed copies of the Excel spreadsheet from its paper files. On the day DFEH
22 was scheduled to enter M & N's property to begin scanning paper loan files from June 2012 and
23 moving forward, M & N Financing appeared in Court seeking to restrict the Court's January 26, 2015
24 Order. The judge refused to modify the Order and DFEH informed M & N that it would be sending a
25 third party vendor to its office despite M & N's objection that it was not ready for the copying to
26 begin. The third party vendor informed the DFEH that the loan files on the second day of copying
27 appeared different from the loan files on the first day. Pages that had been stapled together were no



1 longer stapled, and the Excel spreadsheet was missing from the files. Approximately 90 percent of
2 the hard copies of spreadsheets the Department obtained were scanned on the first day, with nearly
3 every one of the 62 loan files containing a copy of the spreadsheet. Less than 10 spreadsheets were
4 found in the remaining files scanned, approximately 600 loan files. Such conduct aided M & N in its
5 discrimination against women.

6 70. Plaintiff is not required to prove damages in a case, such as this, where Plaintiff seeks
7 statutory minimum penalties per violation under the Unruh Civil Rights Act in lieu of actual
8 damages. In the alternative, plaintiff alleges that as a result of the higher discount fees charged when
9 a loan involved a female buyer, co-buyer, or spouse, M & N Financing earned money to which it was
10 not entitled and was unjustly enriched. That money was paid to M & N Financing by the male and/or
11 female buyers or co-buyers and/or by the automobile dealerships.

12 71. Plaintiff is not required to prove that gender was a substantial motivating factor for
13 Defendants' conduct. In the alternative, plaintiff alleges that in establishing its financial policies
14 regarding loan terms and discount amounts, M & N Financing was substantially motivated by gender.
15 M & N consistently singled out female buyers, considering their contracts to be riskier merely
16 because of a personal characteristic. M & N Financing created its spreadsheet to account for these
17 biases.

18 72. The conduct of Defendants was malicious, oppressive or fraudulent, or taken in
19 conscious disregard of the rights, health, safety, and economic condition of each victim of
20 discrimination in that Defendants willfully and intentionally deprived the loan victims and the
21 automobile dealerships of their civil rights under the laws of the State of California.

22 73. M & N Financing's policy of evaluation is not justified by business necessity or
23 legitimate business interests.

24 74. During the course of DFEH's investigation, M & N Financing willfully resisted,
25 impeded, and interfered with the Department's investigation in violation of Government Code,
26 section 12975. M & N falsely informed DFEH that loan summaries kept on software maintained by
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1 an outside vendor could be obtained only from that vendor. In fact, M & N had access to this
2 information at all relevant times.

3 75. M & N Financing failed to file a required annual report for its business license. The
4 Commissioner of Business Oversight revoked M & N's business license on July 29, 2014.

5 76. Under Civil Code, section 52, M & N Financing and Mahmood "Mike" Nasiry are
6 liable to the victims of discrimination for damages and other relief resulting from M & N's violation
7 of section 51, but in no case less than the statutory minimum damages for each and every violation.

8 77. Without the issuance of appropriate injunctive relief and other equitable relief, M & N
9 will continue to utilize a discriminatory risk assessment tool that increases loan fees based on
10 personal characteristics protected by the Unruh Civil Rights Act and will continue to discriminate
11 against female customers.

12
13 **SECOND CAUSE OF ACTION**

14 **(Violation of Civil Code, section 51.5)**

15 **(For All Female Buyers, Female Co-Buyers or Spouses, Male Buyers with Female**
16 **Co-Buyers or Spouses, Male Co-Buyers or Spouses of Female Buyers and Automobile**
17 **Dealerships; as to All Defendants)**

18 78. The Department realleges, and incorporates by reference, each allegation contained in
19 each of the preceding paragraphs as if fully set forth herein.

20 79. Government Code section 12948 provides that a violation of Civil Code section 51.5,
21 is a violation of FEHA. Civil Code section 51.5 provides in part: "No business establishment of any
22 kind whatsoever shall discriminate against . . . any person in this state on account of any
23 characteristic listed or defined in subdivision (b) or (e) of Section 51, or of the person's partners,
24 members, stockholders, directors, officers, managers, superintendents, agents, employees, business
25 associates, suppliers, or customers, because the person is perceived to have one or more of those
26 characteristics, or because the person is associated with a person who has, or is perceived to have,
27 any of those characteristics."



1 80. M & N Financing, Inc. is a "business establishment" engaged in the business of
2 providing financing for the purchase of automobiles. Its principal place of business, where corporate
3 policy on the financing and loan policies was established, is located in Los Angeles, California.
4 Mahmood "Mike" Nasiry is, and at all relevant times was, the CEO and President of M & N
5 Financing.

6 81. Based on stereotypes and personal biases, M & N created a contract evaluation policy
7 that treated women differently and less favorably than male buyers. M & N designed and
8 implemented an evaluative Excel spreadsheet that gave additional "points" to female buyers, co-
9 buyers, and spouses because of their gender, resulting in a higher discount fee for female contracts.
10 Because of the discriminatory fee, automobile dealerships were paid less for RISCs involving female
11 buyers, co-buyers, or spouses than for RISCs of comparable male borrowers, reducing their profit
12 margin and frustrating the dealerships ability to obtain credit for female buyers and co-buyers.

13 82. At all times relevant to this Complaint, M & N Financing engaged in systemic,
14 intentional, willful, or purposeful discrimination against automobile car dealerships from whom it
15 purchased RISCs because of the dealerships association with female purchasers.

16 83. At all times relevant to the Complaint, this systemic, intentional, willful, or purposeful
17 discrimination by M & N against female buyers, female co-buyers or spouses, male co-buyers or
18 spouses of female co-buyers, male buyers with female co-buyers or spouses, and auto dealerships
19 violated their rights to be free from discrimination guaranteed by Civil Code, section 51.5, and
20 constitutes intentional and morally offensive conduct.

21 84. Furthermore, M & N Financing and Mahmood "Mike" Nasiry incited employees to
22 violate Civil Code section 51.5 by requiring them to use the discriminatory Excel spreadsheet despite
23 protestations from the company's employees. (Civ. Code, §§ 51.5, 52.) By both refusing to heed
24 warnings about the unlawful nature of the gender evaluations, and requiring employees to do their job
25 without complaint or face consequences, M & N and Mahmood Nasiry incited the employees to
26 violate Civil Code section 51.5.
27

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1 85. Mahmood "Mike" Nasiry also aided M & N in the violation of Civil Code section 51.5
2 by destroying documentary evidence of discriminatory conduct. Upon information and belief,
3 Nasiry, or an agent of Nasiry, removed paper copies of the final Excel spreadsheet from the majority
4 of loan files stored at the M & N property. Such conduct aided M & N in its discrimination against
5 women.

6 86. Plaintiff is not required to prove damages in a case, such as this, where Plaintiff seeks
7 statutory minimum penalties per violation of the Unruh Civil Rights Act in lieu of actual damages. In
8 the alternative, plaintiff alleges that as a result of the higher discount fees charged when a loan
9 involved a female buyer, co-buyer, or spouse, M & N Financing earned money to which it was not
10 entitled and was unjustly enriched. That money was paid to M & N Financing by the male and/or
11 female buyers or co-buyers and/or by the automobile dealerships.

12 87. Plaintiff maintains that it is not required to prove that gender was a substantial
13 motivating factor for Defendants' conduct. In the alternative, plaintiff alleges that in establishing its
14 financial policies regarding loan terms and discount amounts, M & N Financing was substantially
15 motivated by gender. M & N consistently singled out female buyers, considering their contracts to be
16 riskier merely because of a personal characteristic. M & N Financing created its spreadsheet to
17 account for these biases.

18 88. The conduct of defendants, and each of them, as herein alleged, was malicious,
19 oppressive or fraudulent, or taken in conscious disregard of the rights, health, safety, and economic
20 condition of each victim of discrimination in that Defendants willfully and intentionally deprived the
21 loan victims of their civil rights under the laws of the State of California.

22 89. M & N Financing's policy of evaluation is not justified by business necessity or
23 legitimate business interests.

24 90. Without the issuance of appropriate injunctive relief and other equitable relief, M & N
25 will continue to utilize a discriminatory risk assessment tool that increases loan fees based on
26 personal characteristics protected by the Unruh Civil Rights Act and will continue to discriminate
27 against female customers.



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THIRD CAUSE OF ACTION

(Failure to Prevent Discrimination in Violation of Civil Code, § 51)

(For All Female Buyers, Female Co-Buyers or Spouses, Male Buyers with Female Co-Buyers or Spouses, Male Co-Buyers or Spouses of Female Buyers and Automobile Dealerships; as to All Defendants)

91. The Department realleges, and incorporates by reference, each allegation contained in each of the preceding paragraphs as if fully set forth herein.

92. Government Code section 12948 provides that a violation of the Unruh Act, Civil Code section 51, is a violation of FEHA. The Unruh Civil Rights Act provides in part: "All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, ...[or] national origin,... are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever."

93. At all times relevant to this Complaint, M & N Financing and Mahmood "Mike" Nasiry intentionally failed to prevent discrimination against female loan buyers, female co-buyers or spouses, male co-buyers or spouses of female buyers, male buyers with female co-buyers or spouses, and the automobile dealerships from which they purchased RISCs, which deprived them of "full and equal ... advantages, ... privileges, or services" when they obtained financing from M & N.

94. Even after having been informed by its employees that its loan evaluation policy was discriminatory, M & N Financing and Mahmood "Mike" Nasiry required the use of the Excel spreadsheet that treated women differently and less favorably than male buyers, thereby failing to address, because of the consumers' gender, reports of discrimination against female consumers. As a result of this failure to adequately address and prevent discrimination, the RISCs of female buyers, female co-buyers and spouses, male buyers with female co-buyers or spouses, and male co-buyers or spouses of female buyers had higher discount fees than comparable male-only applications and were disadvantaged in the market for the purchase of RISCs.

95. M & N paid auto dealerships less for contracts involving women than for comparable contracts involving only men.



1 96. At all times relevant to the Complaint, this failure to prevent discrimination by M & N
2 and Nasiry against its customers, including the automobile dealerships, violated their rights to be free
3 from discrimination guaranteed by Civil Code, section 51, and constitutes intentional and morally
4 offensive conduct.

5 97. Plaintiff is not required to prove damages in a case, such as this, where Plaintiff seeks
6 statutory minimum penalties per violation of the Unruh Civil Rights Act in lieu of actual damages. In
7 the alternative, Plaintiff alleges that as a result of the higher discount fees charged when a loan
8 involved a female buyer, co-buyer, or spouse, M & N Financing earned money to which it was not
9 entitled and was unjustly enriched. That money was paid to M & N Financing by the male and/or
10 female buyers or co-buyers and/or by the automobile dealerships.

11 98. Without the issuance of appropriate injunctive relief and other equitable relief, M & N
12 and Nasiry will continue to utilize a discriminatory risk assessment tool that increases loan fees based
13 on personal characteristics protected by the Unruh Civil Rights Act and will continue to discriminate
14 against female customers.

15 **FOURTH CAUSE OF ACTION**

16 **(Violation of Government Code, § 12940, subd. (i))**

17 **(For RPI Etemadi and All Current and Former Employees; as to M&N Financing**
18 **and Does 1 – 20 Only)**

19 99. The Department realleges, and incorporates by reference, each allegation contained in
20 each of the preceding paragraphs as if fully set forth herein.

21 100. Government Code, section 12940, subdivision (i) makes it unlawful for any person to
22 compel or coerce the doing of any of the acts forbidden under this part, or to attempt to do so.” (Gov.
23 Code, § 12940, subd. (i).)

24 101. Government Code section 12948 provides that a violation of Civil Code sections 51 or
25 51.5, is a violation of FEHA.

26 102. M & N Financing, having been informed by employees that its treatment of female
27 buyers was in violation of the laws of the State of California, knowingly compelled and coerced its

1 employees to engage in practices that violated FEHA, the Unruh Civil Rights Act, and Civil Code
2 section 51.5.

3 103. M & N Financing ignored complaints by employees that its differential treatment of
4 automobile contracts for women was unlawful. Even after employees objected, M & N Financing
5 required its marketers and managers to use the discriminatory Excel spreadsheet to evaluate the
6 contracts. M & N threatened Khayyam Etemadi with termination if he did not stop complaining
7 about the spreadsheet and did not continue to do his job as instructed, including that he use the
8 discriminatory spreadsheet.

9 104. Without the issuance of appropriate injunctive relief and other equitable relief, M & N
10 will continue to coerce and compel its employees to increase loan fees based on personal
11 characteristics protected by the Unruh Civil Rights Act and will continue to discriminate against
12 female customers.

13
14 **FIFTH CAUSE OF ACTION**

15 **(Violation of Government Code, § 12940, subd. (k))**

16 **(For All Current and Former Employees; as to M&N Financing and Does 1 – 20 Only)**

17 105. The Department realleges, and incorporates by reference, each allegation contained in
18 each of the preceding paragraphs as if fully set forth herein.

19 106. Government Code, section 12940, subdivision (k) makes it unlawful for “an employer
20 . . . to fail to take all reasonable steps necessary to prevent discrimination and harassment from
21 occurring.”

22 107. M&N Financing failed to take all reasonable steps necessary to prevent discrimination
23 by failing to implement effective policies prohibiting discrimination, harassment, and retaliation
24 under the FEHA, and failing to provide training to its supervisors and employees of the same.

25 108. As a direct result of M&N’s failure to prevent discrimination, current and former
26 employees suffered actual damages, including lost wages and benefits, as well as emotional damages
27

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1 related to anxiety, frustration, emotional distress, and injury in an amount to be proven at the time of
2 trial.

3 109. By failing to take all reasonable steps necessary to prevent discrimination from
4 occurring, M&N demonstrated that it will continue to engage in the pattern and practice of unlawful
5 employment discrimination and gender discrimination that is the subject of this complaint. The
6 DFEH lacks any plain, speedy, adequate remedy at law to prevent such harm, injury, and loss until
7 this Court enjoins the complained of unlawful conduct and grants other affirmative relief as prayed
8 for herein.

9
10 **SIXTH CAUSE OF ACTION**

11 **(Violation of Government Code, § 12940, subd. (h))**

12 **(For Real Party in Interest Khayyam Etemadi Only; as to M&N Financing**
13 **and Does 1 – 20 Only)**

14 110. The Department realleges, and incorporates by reference, each allegation contained in
15 each of the preceding paragraphs as if fully set forth herein.

16 111. Government Code, section 12940, subdivision (h) makes it unlawful for “any
17 employer . . . to discharge, expel, or otherwise discriminate against any person because the person has
18 opposed any practices forbidden under this part or because the person has filed a complaint, testified,
19 or assisted in any proceeding under this part.”

20 112. Khayyam Etemadi reasonably believed that M & N’s policy of charging higher loan
21 fees for women because they were allegedly inherently riskier was discriminatory and violated the
22 laws of the state of California.

23 113. Khayyam Etemadi, on several occasions, expressed to his employer, M & N
24 Financing, and Mahmood “Mike” Nasiry that M & N Financing was unlawfully discriminating
25 because of its differential loan fees for women.

26 114. M & N Financing ignored Etemadi’s complaints, insisted that he and the other
27 marketers use the Excel spreadsheet, and threatened Etemadi with termination and financial ruin.



1 115. M & N's insistence on the use of discriminatory practices created a hostile working
2 environment, including conduct of a severe or pervasive nature that materially altered Etemadi's
3 working conditions, causing him to suffer a significant amount of stress. In November of 2013, after
4 again complaining to Mahmood "Mike" Nasiry about discrimination, Etemadi collapsed while at
5 work. He was taken to the hospital by ambulance and stayed in the hospital overnight.

6 116. Around March 2014, Etemadi could no longer handle the hostile working environment
7 and the requirement that he engage in discrimination. Etemadi stopped going out to pick up contracts
8 because he was unable to do it the way Mahmood "Mike" Nasiry wanted. In approximately May of
9 2014, Nasiry told Etemadi that if he could not do his job, he should not come back to work, resulting
10 in Etemadi's constructive termination.

11 117. M & N Financing's conduct was a substantial factor in the resulting harm to Etemadi,
12 including actual damages and emotion distress damages.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, the Department prays that the Court issue judgment in favor of the
15 Department and the Real Party in Interest, and enter the following relief:

16 1) Enter judgment pursuant to the Unruh Civil Rights Act (Civil Code section 51), Civil
17 Code section 51.5, and Government Code section 12940, subdivisions (h), (i), and (k) that
18 defendant's policies and practices complained of herein are discriminatory and unlawful;

19 2) Enjoin Defendants, its agents, employees, successors, and all other persons in active
20 concert or participation with Defendants from:

21 (A) Discriminating on account of gender in any aspect of its business practices,
22 including the loans it purchases from automobile dealers;

23 (B) Failing or refusing (1) to take such affirmative steps as may be necessary to
24 prevent the recurrence of any discriminatory conduct in the future (2) to eliminate, to the
25 extent, practicable, the effects of Defendant's unlawful practices and (3) to provide policies
26 and procedures to ensure all segments of Defendant's market are served without regard to
27 prohibited characteristics;



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1 (C) Compelling or coercing any act forbidden by Unruh or FEHA, or attempting
2 to do so; and;

3 (D) Failing or refusing (1) to take such affirmative steps as may be necessary to
4 prevent the recurrence of any discriminatory employment conduct in the future; (2) to
5 eliminate, to the extent, practicable, the effects of Defendant's unlawful practices; and (3) to
6 provide policies and procedures to ensure that none of M&N's employees are subjected to
7 discrimination;

8 3) Award actual and punitive damages (up to three times the actual damages) to all the
9 victims of Defendants discriminatory loan policies and practices for the injuries caused by each
10 Defendant in accordance with Civil Code section 52, subdivision (a), but in no case less than
11 \$4000.00, the statutory minimum damages for each and every offense (totaling approximately 4,763
12 violations: (a) 2,747 violations for the individual female buyers, co-buyers, and spouses as well as the
13 males associated with these loans; and (b) 2016 violations for the dealerships for each loan involving
14 a female buyer, co-buyer, or spouse);

15 4) In the alternative, award to loan holders with existing M & N contracts a credit in the
16 amount of damages due to them, but in no case less than the minimum statutory damages, to the
17 extent permitted by law;

18 5) Award to employees and former employees actual damages including, but not limited
19 to lost wages and benefits, in an amount to be proven at trial, plus prejudgment interest, as required
20 by law;

21 6) Award to employees and former employees damages for emotional distress in an
22 amount to be proven at trial;

23 7) Award to Real Party in Interest actual damages including, but not limited to, lost
24 wages, and benefits in an amount to be proven at trial, plus prejudgment interest, as required by law;

25 8) Award to Real Party in Interest damages for emotional distress in an amount to be
26 proven at trial;

27



1 9) Develop and disseminate a written policy and computer program regarding loan
2 purchasing that is in compliance with the Unruh Civil Rights Act, Civil Code section 51, and FEHA,
3 and conduct a training, at defendants own expense, regarding the policy for Defendants' (M & N and
4 Does 1 – 20) employees within thirty (30) days of the effective date of the Court's Order;

5 10) Inform employees, car dealers, and buyers, co-buyers or spouses whose RISCs are
6 purchased by M & Nof Defendants' policy against discrimination based on gender and of the specific
7 procedures by which employees, car dealers, or buyers may report incidents of discrimination;

8 11) Post notices in conspicuous locations throughout its business premises stating that
9 Defendants have violated the Unruh Civil Rights Act, Civil Code section 51.5, and FEHA and
10 specifying the remedies that have been ordered by the Court;

11 12) Provide proof to the Department of Fair Employment and Housing of the
12 Defendants' good faith compliance with their respective obligations as ordered by the Court within
13 one hundred (100) days of the effective date of the Court's order;

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13) Award costs, including reasonable attorney fees to the Department of Fair Employment and Housing; and

14) Such other relief as the Court deems to be just and proper.

DATED: August 11, 2015

DEPARTMENT OF FAIR EMPLOYMENT
AND HOUSING

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Lori J. Speak

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FILED
Superior Court Of California
County Of Los Angeles
AUG 12 2015
By: [Signature] Deputy
Paul So

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: STANLEY MOSK COURTHOUSE

CASE NAME: Dept. of Fair Empl. & Hous. v M & N Financing Corporation, et al.

CIVIL CASE COVER SHEET
[X] Unlimited (Amount demanded exceeds \$25,000)
[] Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
[] Counter [] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC 591206
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
Auto Tort: [] Auto (22), [] Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort: [] Asbestos (04), [] Product liability (24), [] Medical malpractice (45), [] Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort: [X] Civil rights (08), [] Defamation (13), [] Fraud (16), [] Intellectual property (19), [] Professional negligence (25), [] Other non-PI/PD/WD tort (35)
Employment: [] Wrongful termination (36), [] Other employment (15)
Contract: [] Breach of contract/warranty (06), [] Rule 3.740 collections (09), [] Other collections (09), [] Insurance coverage (18), [] Other contract (37)
Real Property: [] Eminent domain/Inverse condemnation (14), [] Wrongful eviction (33), [] Other real property (26)
Unlawful Detainer: [] Commercial (31), [] Residential (32), [] Drugs (38)
Judicial Review: [] Asset forfeiture (05), [] Petition re: arbitration award (11), [] Writ of mandate (02), [] Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403): [] Antitrust/Trade regulation (03), [] Construction defect (10), [] Mass tort (40), [] Securities litigation (28), [] Environmental/Toxic tort (30), [] Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment: [] Enforcement of judgment (20)
Miscellaneous Civil Complaint: [] RICO (27), [] Other complaint (not specified above) (42)
Miscellaneous Civil Petition: [] Partnership and corporate governance (21), [] Other petition (not specified above) (43)

2. This case [] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. [] Large number of separately represented parties d. [] Large number of witnesses
b. [] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. [] Substantial amount of documentary evidence f. [] Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [] punitive
4. Number of causes of action (specify): Six (6)
5. This case [X] is [] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
Date: August 11, 2015

Lori Speak, Staff Counsel (TYPE OR PRINT NAME)
[Signature] (FOR LORI SPEAK) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)
- Employment**
 - Wrongful Termination (36)
 - Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract (*not unlawful detainer or wrongful eviction*)
 - Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
 - Negligent Breach of Contract/Warranty
 - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief from Late Claim
- Other Civil Petition

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CASE NUMBER

BC591206

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 10 HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office
11. Mandatory Filing Location (Hub Case)

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	

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CASE NUMBER

Non-Personal Injury/Property
Damage/Wrongful Death Tort

Employment

Contract

Real Property
Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input checked="" type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.		
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
<input type="checkbox"/> A6123 Workplace Harassment		2., 3., 9.	
<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case		2., 3., 9.	
<input type="checkbox"/> A6190 Election Contest		2.	
<input type="checkbox"/> A6110 Petition for Change of Name		2., 7.	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law		2., 3., 4., 8.	
<input type="checkbox"/> A6100 Other Civil Petition		2., 9.	

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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 2500 Wilshire Boulevard, Suite 1155		
CITY: Los Angeles		STATE: CA	ZIP CODE: 90057		

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a).

Dated: August 11, 2015



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

08/11/2015