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Attorneys for Plaintiff,  
MARINA GREENBERG

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

MARINA GREENBERG,

Plaintiff,

vs.

CITY NATIONAL CORPORATION, a  
subsidiary of ROYAL BANK of CANADA,  
a foreign corporation and Does 1 through 50,

Defendant.

**CASE NO.: 20STCV36084**

**COMPLAINT FOR DAMAGES:**

- 1. FOR VIOLATION OF CALIFORNIA  
GOVERNMENT CODE §12940(m)  
[FAILURE TO ACCOMMODATE  
DISABILITY];**
- 2. FOR VIOLATION OF CALIFORNIA  
GOVERNMENT CODE § 12940(n)  
[FAILURE TO ENGAGE IN AN  
INTERACTIVE PROCESS];**
- 3. FOR VIOLATION OF CALIFORNIA  
GOVERNMENT CODE §12940  
[DISABILITY DISCRIMINATION]**

***DEMAND FOR JURY TRIAL***

**GENERAL ALLEGATIONS**

1. Plaintiff MARINA GREENBERG is a female and at all times relevant was a  
resident of Los Angeles County, State of California. (Hereinafter referred to as "Plaintiff")

1           2.       At all times relevant hereto, Defendant CITY NATIONAL CORPORATION is a  
2 subsidiary of ROYAL BANK OF CANADA, a foreign corporation, which operates a bank  
3 entitled CITY NATIONAL BANK, that is duly licensed to conduct business in the State of  
4 California with its principal place of business located at 555 South Flower Street, 18<sup>th</sup> Floor in  
5 Los Angeles, California. (Hereinafter referred to herein as "DEFENDANT"). Defendant operates  
6 a branch located at 15260 Ventura Boulevard, Suite 100, Sherman Oaks, California where the  
7 Plaintiff was employed.

8           3.       The true names or capacities, whether individual, corporate, associate, or  
9 otherwise, of Defendants DOES 1 through 50, inclusive, are unknown to Plaintiff and therefore  
10 Plaintiff sues these Defendants by such fictitious names. Plaintiff will amend this complaint to  
11 allege their true names and capacities when ascertained. Plaintiff is informed and believes, and  
12 based thereon alleges, that each of these fictitiously named Defendants were responsible in some  
13 manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were  
14 proximately caused by their conduct.

15           4.       Plaintiff is informed and believes and thereon alleges that, at all times mentioned,  
16 each of the Defendants, including the fictitiously named defendants, was the agent and employee  
17 of each of the remaining Defendants, and in doing the things hereinafter alleged, acted within the  
18 scope and course of such agency. Plaintiff is informed and believes and thereon alleges, that at  
19 all times mentioned, each of the Defendants, including the fictitiously named Defendants, was  
20 the agent and employee of each of the remaining Defendants, and in doing the things hereinafter  
21 alleged, was acting within the scope and course of such agency.

22           5.       Plaintiff was hired by Defendant on May 29, 2018 for the position of Vice  
23 President/Private Banker.

24           6.       Plaintiff, who was approximately 43 years old at the time, was highly sought after  
25 in the private banking industry and was recruited by Defendant. She earned a signing bonus of  
26 \$50,000 for agreeing to work for Defendant and was started at a salary of \$13,750.00 per month,  
27 plus benefits. In addition, Plaintiff was offered a \$30,000 bonus to be paid December of 2018  
28 which was performance based.

1           7.     Plaintiff's duties as a Vice President/Private Banker was mainly to develop and  
2 attract high value clients on behalf of Defendant.

3           8.     In approximately November of 2018, Plaintiff developed a medical condition  
4 where she was suffering from symptoms including, difficulty breathing and swallowing, loss of  
5 appetite, severe pain in her left hip and irritation in her eyes. Plaintiff's physicians were  
6 evaluating whether Plaintiff was suffering from an Auto Immune Disease and subsequently she  
7 was diagnosed with Fibromyalgia. In addition an MRI of the hips revealed that she suffered from  
8 a labrium tear.

9           9.     Plaintiff notified her supervisor of the development of her medical conditions and  
10 had several conversations with him about the onset of her medical conditions.

11          10.    Due to the development of her medical condition, Plaintiff needed to go to  
12 physical therapy 2-3 times a week and Defendant provided her with an ergonomic chair.

13          11.    Towards the end of December of 2018, Plaintiff's physician prescribed a certain  
14 test to measure for reflux which measured Plaintiff's PH levels. The test required Plaintiff to  
15 have a PH level machine for 24 hours. Plaintiff had to carry the devise to work, and a nasal tube  
16 was attached to her nose.

17          12.    Despite the development of her medical condition, Plaintiff was able to perform  
18 the duties of her position. In December of 2018, Plaintiff received her first Performance  
19 Evaluation with glaring reviews and she received her end of the year performance bonus of  
20 \$30,000.

21          13.    Due to the onset of her medical condition, Plaintiff became depressed and anxious  
22 and starting December 9, 2019, Plaintiff was placed on medical leave by her physician.

23          14.    Plaintiff's physician recommended a treatment plan for the Plaintiff, which would  
24 improve her condition both physically, mentally and emotionally and initially estimated that she  
25 would be able to return to work on April 1, 2020. Although Plaintiff's FMLA leave rights  
26 exhausted on March 2, 2020, Defendant accommodated Plaintiff's disability and agreed to  
27 extend Plaintiff leave to April 1, 2020.

1        15. Due to the Covid pandemic, Plaintiff was unable to receive all the recommended  
2 treatments. Due to the inability to receive all the recommended treatments and the ongoing  
3 symptoms, Plaintiff's medical leave was extended by her physician to June 30, 2020. Defendant  
4 accommodated Plaintiff's disability by allowing her to extend the leave to June 30, 2020.

5        16. On May 28, 2020, Defendant sent a letter to the Plaintiff advising her that if she  
6 cannot return on July 1, 2020, Defendant would have to move forward with filling Plaintiff's  
7 current position and indicated that Plaintiff may be terminated.

8        17. In Plaintiff's June visit with her physician, due once again to the inability to  
9 receive proper treatment and the ongoing symptoms, Plaintiff's physician extended Plaintiff's  
10 medical leave with an estimated return date of September 1, 2020. After this note was submitted  
11 to Defendant, Plaintiff received a call from Human Resource department of Defendant and was  
12 informed that she would be terminated.

13        18. Plaintiff was terminated with an effective date of July 16, 2020.

14        19. Based on information and belief, despite the representations stated in the May 28,  
15 2020 letter, Defendant did not move forward with filling Plaintiff's position. Furthermore, it is  
16 hereby alleged that extending Plaintiff's medical leave to September 1, 2020 would not have  
17 caused an undue hardship on the Defendant.

18                    **FIRST CAUSE OF ACTION FOR VIOLATION OF**  
19                    **CALIFORNIA GOVERNMENT CODE § 12940(m)**  
20                    **[FAILURE TO ACCOMMODATE DISABILITY]**  
21                    **AGAINST ALL DEFENDANTS**

22        20. Plaintiff incorporates the allegations in paragraphs 1 through 19, inclusive, as  
23 though fully set forth herein.

24        21. Plaintiff's medical condition constituted a medical disability in that her medical  
25 condition affected her ability to work.

26        22. By taking the actions described herein, and described in the body of this  
27 complaint, Defendants have violated Government Code §12940(m), in that they failed to  
28 accommodate Plaintiff's disabilities.

1           23. As a result of the aforesaid unlawful acts of defendants, and each of them,  
2 Plaintiff has lost and will continue to lose income and benefits, in an amount to be proven at time  
3 of trial. Plaintiff claims such amount as damages together with prejudgment interest pursuant to  
4 *California Civil Code* § 3287 and/or any other provision of law providing for prejudgment  
5 interest.

6           24. As a result of the aforesaid unlawful acts of Defendants, and each of them,  
7 Plaintiff has suffered from a personal physical injury and illness and was personally humiliated  
8 and has become mentally upset, distressed and aggravated from Defendants' wrongful acts  
9 and/or omissions as described herein. Plaintiff claims general and special damages for the  
10 physical and mental injuries caused by the Defendant.

11           25. Plaintiff has and will incur attorney's fees in pursuit of this action and claims  
12 recovery of attorney fees pursuant to *California Government Code* §12965(b).

13           26. On or about September 21, 2020, Plaintiff sent for filing, administrative  
14 complaints with the Department of Fair Employment and Housing ("DFEH") for failure to  
15 accommodate and physical disability discrimination. DFEH issued an immediate "right-to-sue"  
16 notice. A true and correct copy of said notice is attached hereto as Exhibit "1".

17                   **SECOND CAUSE OF ACTION FOR VIOLATION**  
18                   **OF CALIFORNIA GOVERNMENT CODE § 12940(n)**  
19                   **[FAILURE TO ENGAGE IN AN INTERACTIVE PROCESS]**  
20                   **AGAINST ALL DEFENDANTS**

21           27. Plaintiff incorporates the allegations in paragraphs 1 through 26 inclusive, as  
22 though fully set forth herein.

23           28. Prior to terminating the Plaintiff, Defendants failed to engage in a meaningful  
24 interactive process.

25           29. The aforementioned unlawful employment practices on the part of the Defendant,  
26 and each of them, were a substantial factor in causing damages and injuries to Plaintiff as set  
27 forth below.  
28

30. Said action and conduct of Defendants, and each of them, consisting of the  
aforementioned actions, constitute unlawful employment practices under *California Government*  
*Code* §§ 12940 et. seq.

31. As a result of the aforesaid unlawful acts of Defendants, and each of them, Plaintiff has lost and will continue to lose income, in an amount to be proven at time of trial. Plaintiff claims such amount as damages together with prejudgment interest pursuant to *California Civil Code* § 3287 and/ or any other provision of law providing for prejudgment interest.

32. As a result of the aforesaid unlawful acts of Defendants, and each of them, Plaintiff has suffered from a personal physical injury and illness and was personally humiliated and has become mentally upset, distressed, and aggravated from Defendants' wrongful acts and/or omissions as described herein. Plaintiff claims special damages for medical expenses incurred as a result of his injuries and general damages for pain and suffering in amounts to be proven at time of trial.

33. Plaintiff has and will incur attorney fees in pursuit of this action and claims recovery of attorney fees pursuant to *California Government Code* § 12956(b).

34. On or about September 21, 2020, Plaintiff sent for filing, administrative complaints with the Department of Fair Employment and Housing (DFEH) for failure to accommodate, failure to engage in an interactive process and disability discrimination. DFEH issued an immediate “right-to-sue” notice. (A true and correct copy of said notice is attached hereto as Exhibit 1.)

**THIRD CAUSE OF ACTION FOR**  
**VIOLATION OF CALIFORNIA GOVERNMENT CODE § 12940(a)**  
**[DISCRIMINATION ON THE BASIS OF DISABILITY]**

**AGAINST ALL DEFENDANTS**

35. Plaintiff incorporates the allegations in paragraphs 1 through 34, inclusive, as though fully set forth herein.

36. Because of Plaintiff's medical disability, history of disability and perceived

1 disability, Plaintiff is a member of a protected class and pursuant to California Government Code  
2 Section 12940, Defendant is prohibited from discriminating against the Plaintiff on the basis of  
3 her disabilities.

4 37. By terminating the Plaintiff while she was out on medical leave, when her  
5 physician estimated her return to work on September 1, 2020, Defendants have violated  
6 California Government Code Section 12940, by terminating Plaintiff on account of her disability.

7 38. Said actions and conduct of Defendant, and each of them, consisting of the  
8 aforementioned actions constitute unlawful employment practices under California Government  
9 Code Sections 12940 et. seq.

10 39. The aforementioned unlawful employment practices on the part of defendant, and  
11 each of them, were a substantial factor in causing damages and injuries to Plaintiff as set forth  
12 below.

13 40. As a result of the aforesaid unlawful acts of defendants, and each of them,  
14 Plaintiff has lost and will continue to lose income and benefits, in an amount to be proven at time  
15 of trial. Plaintiff claims such amount as damages together with prejudgment interest pursuant to  
16 *California Civil Code* § 3287 and/or any other provision of law providing for prejudgment  
17 interest.

18 41. As a result of the aforesaid unlawful acts of Defendants, and each of them,  
19 Plaintiff has suffered from a personal physical injury and illness and was personally humiliated  
20 and has become mentally upset, distressed and aggravated from Defendants' wrongful acts  
21 and/or omissions as described herein. Plaintiff claims special damages for medical expenses  
22 incurred as a result of his injuries and general damages for pain and suffering in amounts to be  
23 proven at the time of trial.

24 42. Plaintiff has and will incur attorney's fees in pursuit of this action and claims  
25 recovery of attorney fees pursuant to *California Government Code* §12965(b).

26 43. On or about September 21, 2020, Plaintiff sent for filing, administrative  
27 complaints with the Department of Fair Employment and Housing ("DFEH") for failure to  
28

1 accommodate and physical disability discrimination. DFEH issued an immediate "right-to-sue"  
2 notice. A true and correct copy of said notice is attached hereto as Exhibit "1".

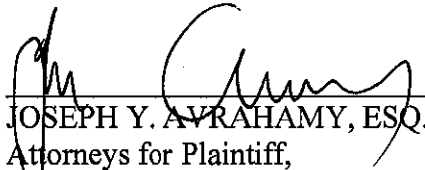
3 **WHEREFORE**, Plaintiffs seek judgment against all Defendants, and each of them, on  
4 all Causes of Action for:

- 5 1. Actual, consequential and incidental losses, including but not limited to loss of  
6 income, benefits, and medical expenses, according to proof, together with  
7 prejudgment interest;
- 8 2. General damages for physical injuries, emotional distress and mental suffering in a  
9 sum according to proof;
- 10 3. Attorney fees pursuant *California Government Code* 12965 (b);
- 11 4. Prejudgment interest pursuant to *California Civil Code* §3287;
- 12 5. Costs of suit herein;
- 13 6. Such other and further relief as the Court may deem proper

14 Dated: September 21, 2020

**LAW OFFICES OF JOSEPH Y. AVRAHAMY**

15 By:

16   
17 JOSEPH Y. AVRAHAMY, ESQ.  
18 Attorneys for Plaintiff,  
MARINA GREENBERG


**DEMAND FOR JURY**

19 Plaintiff, MARINA GREENBERG, hereby demands a Jury Trial in this matter.

20 Dated: September 21, 2020

**LAW OFFICES OF JOSEPH Y. AVRAHAMY**

21 By:

22   
23 JOSEPH Y. AVRAHAMY, ESQ.  
24 Attorneys for Plaintiff,  
25 MARINA GREENBERG  
26  
27  
28



# **EXHIBIT "1"**



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfefh.ca.gov](mailto:contact.center@dfefh.ca.gov)

September 21, 2020

Joseph Avrahamy, Esq.  
16530 Ventura Blvd, Ste 208  
Encino, CA 91436-4591

RE: **Notice to Complainant's Attorney**  
DFEH Matter Number: 202009-11310621  
Right to Sue: Greenberg / City National Bank

Dear Joseph Avrahamy, Esq.:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) 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, DFEH 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 DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

September 21, 2020

**RE: Notice of Filing of Discrimination Complaint**  
DFEH Matter Number: 202009-11310621  
Right to Sue: Greenberg / City National Bank

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) 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. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

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

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfefh.ca.gov](mailto:contact.center@dfefh.ca.gov)

September 21, 2020

Marina Greenberg  
24636 Stonegate Drive  
West Hills,, California 91304

RE: **Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 202009-11310621  
Right to Sue: Greenberg / City National Bank

Dear Marina Greenberg:

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective September 21, 2020 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

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

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

Sincerely,

Department of Fair Employment and Housing

1                               **COMPLAINT OF EMPLOYMENT DISCRIMINATION**  
2                               **BEFORE THE STATE OF CALIFORNIA**  
3                               **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**  
4                               **Under the California Fair Employment and Housing Act**  
                                  **(Gov. Code, § 12900 et seq.)**

5 **In the Matter of the Complaint of**  
6 Marina Greenberg

DFEH No. 202009-11310621

7   Complainant,

8 vs.

9 City National Bank  
10 15260 Ventura Boulevard, Suite 100  
11 Sherman Oaks, California 91403

12   Respondents

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

15 2.

16 3. Complainant **Marina Greenberg**, resides in the City of **West Hills,,** State of **California**.

17 4. Complainant alleges that on or about **July 16, 2020**, respondent took the following  
18 adverse actions:

19 **Complainant was harassed** because of complainant's disability (physical or mental).

20 **Complainant was discriminated against** because of complainant's disability (physical or  
21 mental) and as a result of the discrimination was terminated, denied reasonable  
22 accommodation for a disability.

23 **Complainant experienced retaliation** because complainant requested or used a disability-  
24 related accommodation and as a result was terminated, denied reasonable accommodation  
25 for a disability.

26 **Additional Complaint Details:** Complainant MARINA GREENBERG was hired by  
27 Respondent, CITY NATIONAL BANK on May 29, 2018 for the position of Vice  
28 President/Private Banker. Complainant, who was approximately 43 years old at the time,  
was highly sought after in the private banking industry and was recruited by Respondent.  
She earned a signing bonus of \$50,000 for agreeing to work for Respondent and was  
started at a salary of \$13,750.00 per month, plus benefits. In addition, Complainant was  
offered a \$30,000 bonus to be paid December of 2018 which was performance based.

1 Complainant's duties as a Vice President/Private Banker was mainly to develop and attract  
2 high value clients on behalf of Respondent. In approximately November of 2018,  
3 Complainant developed a medical condition where she was suffering from symptoms  
4 including, difficulty breathing and swallowing, loss of appetite, severe pain in her left hip and  
5 irritation in her eyes. Complainant's physicians were evaluating whether Complainant was  
6 suffering from an Auto Immune Disease and subsequently she was diagnosed with  
7 Fibromyalgia. In addition, an MRI of the hips revealed that she suffered from a labrum tear.  
8 Complainant notified her supervisor of the development of her medical conditions and had  
9 several conversations with him about the onset of her medical conditions. Due to the  
10 development of her medical condition, Complainant needed to go to physical therapy 2-3  
11 times a week and Respondent provided her with an ergonomic chair. Towards the end of  
12 December of 2018, Complainant's physician prescribed a certain test to measure for reflux  
13 which measured Complainant's PH levels. The test required Complainant to have a PH level  
14 machine for 24 hours. Complainant had to carry the device to work, and a nasal tube was  
15 attached to her nose. Despite the development of her medical condition, Complainant was  
16 able to perform the duties of her position. In December of 2018, Complainant received her  
17 first Performance Evaluation with glaring reviews and she received her end of the year  
18 performance bonus of \$30,000. Due to the onset of her medical condition, Complainant  
19 became depressed and anxious and starting December 9, 2019, Complainant was placed  
20 on medical leave by her physician. Complainant's physician recommended a treatment plan  
21 for the Complainant, which would improve her condition both physically, mentally and  
22 emotionally and initially estimated that she would be able to return to work on April 1, 2020.  
23 Although Complainant's FMLA leave rights exhausted on March 2, 2020, Respondent  
24 accommodated Complainant's disability and agreed to extend Complainant leave to April 1,  
25 2020. Due to the Covid pandemic, Complainant was unable to receive all the recommended  
26 treatments. Due to the inability to receive all the recommended treatments and the ongoing  
27 symptoms, Complainant's medical leave was extended by her physician to June 30, 2020.  
28 Respondent accommodated Complainant's disability by allowing her to extend the leave to  
June 30, 2020. On May 28, 2020, Respondent sent a letter to the Complainant advising her  
that if she cannot return on July 1, 2020, Respondent would have to move forward with  
filling Complainant's current position and indicated that Complainant may be terminated. In  
Complainant's June visit with her physician, due once again to the inability to receive proper  
treatment and the ongoing symptoms, Complainant's physician extended Complainant's  
medical leave with an estimated return date of September 1, 2020. After this note was  
submitted to Respondent, Complainant received a call from Human Resource department of  
Respondent and was informed that she would be terminated. Complainant was terminated  
with an effective date of July 16, 2020. Based on information and belief, despite the  
representations stated in the May 28, 2020 letter, Respondent did not move forward with  
filling Complainant's position. Furthermore, it is hereby alleged that extending Complainant's  
medical leave to September 1, 2020 would not have caused an undue hardship on the  
Respondent. Complainant's medical condition constituted a medical disability in that her  
medical condition affected her ability to work. By taking the actions described herein,  
Respondents have violated Government Code §12940(m), in that they failed to  
accommodate Complainant's disabilities. Respondents failed to engage in a meaningful  
interactive process. Because of Complainant's medical disability, history of disability and  
perceived disability, Complainant is a member of a protected class and pursuant to  
California Government Code Section 12940, Respondent is prohibited from discriminating

1 against the Complainant on the basis of her disabilities. By terminating the Complainant  
2 while she was out on medical leave, when her physician estimated her return to work on  
3 September 1, 2020, Respondents have violated California Government Code Section  
4 12940, by terminating Complainant on account of her disability. Said actions and conduct of  
5 Respondent, and each of them, consisting of the aforementioned actions constitute unlawful  
6 employment practices under California Government Code Sections 12940 et. seq.  
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1 VERIFICATION

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

5 On September 21, 2020, I declare under penalty of perjury under the laws of the State  
6 of California that the foregoing is true and correct.

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**Encino, California**