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10  
11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **IN AND FOR THE COUNTY OF KERN**

13 DEPARTMENT OF FAIR EMPLOYMENT  
14 AND HOUSING, an agency of the State of  
15 California,

16 Plaintiff,

17 vs.

18 CATHY'S CREATIONS, INC. d/b/a  
19 TASTRIES, a California corporation; and  
CATHARINE MILLER,

20 Defendants.

21 EILEEN RODRIGUEZ-DEL RIO and MIREYA  
22 RODRIGUEZ-DEL RIO,

23 Real Parties in Interest.  
24

Case No. *BCV-18-102633*

**FIRST AMENDED COMPLAINT FOR  
DAMAGES AND INJUNCTIVE RELIEF  
FOR VIOLATION OF THE UNRUH  
CIVIL RIGHTS ACT AND THE FAIR  
EMPLOYMENT AND HOUSING ACT**

[Civ. Code, § 51 et seq.; Gov. Code, §  
12948]

**UNLIMITED CIVIL JURISDICTION**

**JURY TRIAL DEMANDED**

25 Plaintiff Department of Fair Employment and Housing (DFEH) brings this civil rights action  
26 and alleges the following against defendants CATHY'S CREATIONS, INC. d/b/a TASTRIES, a  
27 California corporation, and CATHARINE MILLER, an individual, on behalf of itself and real parties  
28 in interest EILEEN RODRIGUEZ-DEL RIO and MIREYA RODRIGUEZ-DEL RIO.



1 NATURE OF PROCEEDINGS

2 After many years of close friendship, Eileen and Mireya Rodriguez-Del Rio fell in love in  
3 2015, the year same-sex marriage became legal in the United States. They married in an intimate  
4 ceremony in front of their families in December 2016. Like many couples in love, they wanted to  
5 celebrate their marriage with their extended families and friends, and set a date of October 7, 2017, to  
6 exchange vows and host a traditional wedding reception with over 100 guests.

7 Eileen and Mireya commenced planning their wedding reception well in advance of October  
8 2017. The couple researched wedding vendors, and began the long wedding planning process. They  
9 accomplished their first task by reserving the venue in August 2016. By August 2017, only a few  
10 tasks remained, including ordering a wedding cake.

11 Although they wanted only a simple wedding cake, the couple's quest did not proceed as  
12 smoothly as their search for a venue. They visited several local bakeries and tasted cakes, but had  
13 been unsuccessful in their search when Eileen serendipitously drove past a bakery called Tastries.  
14 She told Mireya about it, and the couple visited hoping Tastries would be the right bakery for them.

15 Upon their arrival, a sales associate named Rosemary Perez greeted the Rodriguez-Del Rios  
16 warmly, and began showing them Tastries cakes on display throughout the bakery. They saw a  
17 simple display cake they liked, and told Ms. Perez they wanted their cake to look just like it. Ms.  
18 Perez quoted an affordable price, and Eileen and Mireya selected cake options provided by Ms.  
19 Perez, who made them feel very welcome and comfortable. They were nearly ready to order the cake  
20 when Ms. Perez suggested they return for a complimentary tasting.

21 When they returned with Eileen's mother and a few close friends a week-and-a-half later for  
22 the tasting, Ms. Perez again greeted the couple, but immediately apologized and informed them her  
23 boss was taking over their order. Tastries owner Catharine Miller directed the Rodriguez-Del Rios to  
24 the back of the bakery, introduced herself, and asked what they were looking to order. The couple  
25 explained they were there for a tasting since they had already made their order selections with Ms.  
26 Perez.

27 When Ms. Miller realized Eileen and Mireya were a same-sex couple ordering a wedding  
28 cake, she informed them she would refer their order to another bakery, Gimmee Some Sugar Sweet



1 Company (Gimmee Some Sugar), because she did not condone same-sex marriage. Shocked and  
2 confused, Mireya said she thought Tastries would provide their cake. Ms. Miller again stated she did  
3 not condone same-sex marriage, and repeated that she would provide their selections to Gimmee  
4 Some Sugar. Stunned, offended, and hurt, the Rodriguez-Del Rio party left Tastries to cope with the  
5 indignity of being denied service solely because of their sexual orientation, knowing that had they  
6 been an opposite sex couple, Tastries would have provided the cake they wanted.

7 The Unruh Civil Rights Act provides that all persons in California are free and equal, and no  
8 matter what their sexual orientation are entitled to full and equal services in all business  
9 establishments. Tastries and Ms. Miller's refusal to provide full and equal wedding cake services to  
10 the Rodriguez-Del Rios constituted discrimination based on sexual orientation in violation of the  
11 Unruh Civil Rights Act. The Department of Fair Employment and Housing brings this action as an  
12 exercise of its statutory mandate to enforce the civil rights of all Californians.

13 **PARTIES**

14 1. Plaintiff DFEH is the state agency charged with enforcing the civil rights of all  
15 Californians to use and enjoy any public accommodation without discrimination because of, inter  
16 alia, sexual orientation, under the Unruh Civil Rights Act (Unruh Act), Civil Code section 51 et seq.,  
17 as incorporated into the Fair Employment and Housing Act (FEHA). (Gov. Code, § 12948.) The  
18 DFEH's enforcement of the Unruh Act and FEHA is an exercise of the police power of the State of  
19 California, to protect the civil rights of all Californians to be free and equal, and no matter what their  
20 sexual orientation, entitled to the full and equal accommodations, advantages, facilities privileges and  
21 services in all business establishments of every kind whatsoever. (Civ. Code, § 51, subd. (b); Gov.  
22 Code, § 12948.) In the exercise of this power, the DFEH is authorized to file civil lawsuits on behalf  
23 of itself and the persons claiming to be aggrieved as the real parties in interest under the Government  
24 Code. (Gov. Code, § 12930, subd. (f).)

25 2. Real parties in interest Eileen and Mireya Rodriguez-Del Rio (Rodriguez-Del Rios or  
26 real parties) reside and, at all times relevant to this complaint, resided in the City of Bakersfield, Kern  
27 County, California. Real parties are "persons" within the meaning of the Unruh Act, Civil Code  
28 section 51, subdivision (b).





1 **Tastries' Cake Services**

2 13. Defendant Ms. Miller is the sole owner of respondent Cathy's Creations, Inc. Doing  
3 business as "Tastries," Cathy's Creations, Inc. (Tastries) operates a bakery, boutique gift shop, and  
4 event rental business in Bakersfield. Tastries sells baked goods, including celebration cakes,  
5 cupcakes, wedding cakes, cookies, pies, and pastries. Ms. Miller believes Tastries is unique and  
6 offers superior products its customers love.

7 **Varieties of Tastries Cakes**

8 14. Tastries offers both premade cakes (referred to as "case" cakes) and preordered cakes  
9 (referred to as "custom" cakes) for sale, in addition to exhibiting display cakes made partially of  
10 Styrofoam. Case cakes are not preordered nor created for a specific customer. They are kept in  
11 refrigerated cases in the store and are available for anyone to purchase immediately. Tastries bakers  
12 make case cakes with no specific end use in mind, although most customers purchase them as  
13 birthday cakes. Ms. Miller describes them as "no brainer" cakes, and admits the design of case cakes  
14 requires no artistry. Any Tastries baker or decorator must be able to make case cakes without  
15 assistance. Tastries employees will add a written message to a case cake, which does not transform it  
16 into a "custom" cake.

17 15. Tastries considers *all* other cakes it bakes and sells to be "custom" cakes—regardless  
18 of design or details—because they are ordered in advance. Wedding cakes, which comprise at most  
19 25-30% of Tastries business, are called "custom" cakes, even when nothing about their design or  
20 ingredients is original or unique. Tastries considers wedding cakes "custom" even when they are  
21 recreated from a preexisting cake, based on a copycat design, or a store-bought box mix is amongst  
22 the ingredients.

23 16. Customers work with Ms. Miller or a member of Tastries' front-end team of sales  
24 associates to order "custom" cakes using a standard order form identifying the set of selections  
25 available for the cake: number of tiers, size, shape, cake flavor, filling flavor, colors, type of frosting,  
26 and other options. Once a customer makes the selections and a front-end sales associate sends the  
27 form to the kitchen, up to eight Tastries employees bake the preordered cake—referred to as a

28



1 “custom” cake—through an assembly line-like process. “Custom” cakes are more expensive than  
2 case cakes, even when a “custom” cake is identical to a case cake.

3 17. Tastries also exhibits 75-100 “display” cakes made partially of Styrofoam throughout  
4 the bakery. Tastries exhibits these display cakes—as well as pictures of previously sold Tastries  
5 cakes available to view on a tablet, in an album, and on a television above the cash registers—to  
6 provide selections from a menu of options for customers. Many of Tastries’ display cakes are copies  
7 of cakes from pictures on the internet of cakes originally conceived, designed, and created by other  
8 bakers and other bakeries. Tastries customers may and do order “custom” cakes that replicate  
9 preexisting display cakes or photographs of another bakeries’ cakes. Many customers order a  
10 “custom” cake based on the design of a display cake, requesting only minor changes (e.g., two tiers  
11 instead of three, or different colors).

12 **Preordered or “Custom” Cake Order Process**

13 18. Customers wishing to preorder a Tastries cake go through an order process for  
14 “custom” cakes with Tastries front-end employees and/or Ms. Miller. A front-end sales associate  
15 asks the customer for information about the cake the customer wants to order and provides a  
16 customer a Tastries order form.

17 19. Tastries offers an in-store consultation with a sales associate and/or Ms. Miller. Not  
18 all custom cake orders require an in-store consultation; some customers call the bakery and send in a  
19 picture of the cake they want. Most customers complete their in-store consultation during a single  
20 visit. When working with a sales associate or Ms. Miller, a customer may select cake flavors,  
21 fillings, colors, the number of tiers, size, shape, and other options on the order form.

22 20. While Ms. Miller may insert herself into the ordering process of any Tastries cake, she  
23 does not participate in the process of every preordered “custom” Tastries cake. A consultation with a  
24 Tastries sales associate is quick when customers know what they want. It may last an hour or more if  
25 every selection from the menu of options—size, shape, number of tiers, colors, flavors, fillings, type  
26 of frosting—is discussed. A Tastries customer may work with two or three sales associates  
27 throughout the order process. Delivery of the cake is also discussed as part of the ordering process.

28



1           21. It is not out of the ordinary for a Tastries “custom” cake, including a wedding cake, to  
2 be based on a preexisting cake. This happens when a customer (1) provides a photo of a cake created  
3 by another bakery, (2) selects a photo of a previously conceived and sold Tastries cake, or (3) selects  
4 a partially Styrofoam display cake on which to base their cake selections. According to Ms. Miller,  
5 forty to fifty percent of Tastries “custom” cake orders are based on a picture of a preexisting cake.  
6 Many other “custom” cake orders are based on one of the preexisting display cakes on exhibit at  
7 Tastries.

8           22. Nor is it out of the ordinary for only one member of the marrying (or married)  
9 couple—or neither member—to order a Tastries “custom” wedding cake. Indeed, wedding cakes are  
10 often ordered with neither Ms. Miller nor a Tastries sales associate meeting both members of the  
11 marrying (or married) couple. In the past, Tastries used order forms for custom wedding cakes that  
12 did not request the names of both members of the marrying or married couple. Ms. Miller does not  
13 meet every couple who orders a wedding cake. Tastries does not ask customers ordering a “custom”  
14 wedding cake whether either member of the couple being celebrated has been divorced or has had a  
15 child while unmarried. Tastries makes no attempt to obtain such information.

16 **Preordered or “Custom” Cake Baking Process (Baking and Decorating)**

17           23. Once a customer makes the necessary selections to complete the order process,  
18 Tastries employees bake the preordered “custom” cake. The baking process differs depending on the  
19 time demands Tastries faces. When busy, Tastries back-end employees divide the various tasks, with  
20 each employee completing one step in the baking process. When business is slow at Tastries,  
21 however, one employee or Ms. Miller can bake and decorate a preordered “custom” cake without  
22 assistance. Many “custom” wedding cakes are made without Ms. Miller’s personal involvement.

23           24. Some of Tastries’ “custom” wedding cakes are not made from scratch. Tastries  
24 purchases and uses box cake mix for certain of its cake flavors. Tastries buys and uses white and  
25 chocolate buttercream frosting from a big box store.

26 **Preordered or “Custom” Cake Delivery**

27           25. Tastries will deliver its preordered or “custom” cakes, or customers may pick them up  
28 from the bakery, including wedding cakes, rather than have them delivered. Tastries sometimes



1 delivers preordered or “custom” wedding cakes in vehicles bearing no marks identifying them as  
2 Tastries vehicles. Tastries’ employees have delivered wedding cakes while wearing clothing not  
3 marked in any manner identifying them as employees of Tastries. Tastries sometimes delivers  
4 wedding cakes at a time when no guests or members of the wedding party are present. When leaving  
5 the site after a wedding cake delivery, Tastries employees usually leave nothing behind that identifies  
6 Tastries by name.

7 **Tastries Enforces a Policy to Deny Same-Sex Couples Full and Equal Services.**

8 26. Since Tastries opened in January 2013, Ms. Miller has enforced a policy to deny  
9 same-sex couples wedding cakes and any other cake celebrating the marriage or anniversary of same-  
10 sex couples. Ms. Miller admits Tastries has denied at least three same-sex couples’ requests for  
11 Tastries wedding cakes since summer 2016.

12 27. Ms. Miller states she refuses to provide wedding cakes for same-sex couples  
13 celebrating their marriages because it poses a “conflict with her fundamental Christian principles.”  
14 Ms. Miller says she “is a practicing Christian and ... seeks to honor God in ... how she runs her  
15 business.” Ms. Miller believes *any* preordered Tastries cake made for an event that celebrates a  
16 same-sex couple’s marriage sends a message—whether or not any one knows the cake is from  
17 Tastries—that Tastries is in agreement with the celebration—a message she is unwilling to send,  
18 without exception.

19 28. When refusing to fill an order for a same-sex couple’s wedding cake, Ms. Miller  
20 follows a policy of “referring” the order to a competitor bakery, Gimmee Some Sugar, by contacting  
21 the other bakery’s owner and asking her to fill the order. Tastries has no written agreement with  
22 Gimmee Some Sugar regarding these “referrals.” Ms. Miller does not know if the same-sex couples  
23 she “referred” to Gimmee Some Sugar obtained their wedding cakes there. In November 2018, the  
24 Kern County Public Health Services Department ordered Gimmee Some Sugar to close due to an  
25 “active vermin infestation” after observing debris on its premises and a “gross amount of rodent  
26 droppings in [its] kitchen and equipment/utensil storage area.”

27 29. Ms. Miller testified in the DFEH investigation that there are no circumstances under  
28 which Tastries would knowingly provide full and equal wedding cake services to same-sex couples.





1 Ms. Miller stated under oath that it is “100 percent unacceptable” to her for Tastries to provide *any*  
2 preordered “custom” cake for a same-sex wedding, or *any* event celebrating a couple’s same-sex  
3 marriage, even if Ms. Miller were removed from the wedding cake ordering and baking process  
4 altogether, the order was based on a preexisting copycat design, and Tastries employees  
5 independently designed and baked same-sex wedding cakes using Tastries’ equipment. She further  
6 testified that it would still be unacceptable to her even if she was removed from the design and  
7 baking process altogether, and Tastries employees designed and baked same-sex wedding cakes on  
8 their *own* time away from Tastries’ premises.

9         30. Ms. Miller testified, “Tastries and I are the same.” Thus, she would not agree to any  
10 alternative under which Tastries or its employees are involved in baking preordered wedding cakes  
11 for same-sex wedding celebrations. The only compromise she sees is her “accommodation” of  
12 referring same-sex couples to Gimmee Some Sugar.

13         31. Ms. Miller has no policy against selling a Tastries premade case cake to be used to  
14 celebrate a same-sex couple’s marriage, or against customizing such a Tastries cake with a written  
15 message of congratulations to the same-sex couple.

16         32. Despite Tastries’ policy against providing preordered “custom” cakes for same-sex  
17 weddings, Tastries has provided cakes for same-sex weddings several times. On one such occasion,  
18 Tastries provided a preordered “custom” wedding cake for the wedding of Elena and Marissa  
19 Delgado. Before visiting Tastries, the Delgados called three other bakeries, all of which either said  
20 they did not have time to fill the Delgados’ last-minute wedding cake order or identified a price the  
21 Delgados considered too high.

22         33. When the Delgados visited Tastries to order their wedding cake, they selected a design  
23 nearly identical to one of the partially Styrofoam display cakes then exhibited at Tastries. Tastries  
24 created the cake per the design the Delgados selected and ordered. Ms. Miller testified she saw and  
25 approved the order form for the Delgados’ wedding cake without realizing it was for a wedding—in  
26 fact, believing it was probably for a birthday or quinceañera because of the design. Elena Delgado  
27 and her parents were present when the Tastries cake was delivered, but no wedding guests were at the  
28 venue. The Tastries employee who delivered the cake left nothing behind that identified Tastries by



1 name. Ms. Miller stated she did not know what message, if any, Tastries sent by providing the  
2 Delgados' wedding cake, nor did she know what message, if any, the Delgados' wedding guests  
3 received when they viewed the cake.

4 **Tastries Denied the Rodriguez-Del Rios Full and Equal Services.**

5 34. Complainants Eileen and Mireya Rodriguez-Del Rio met in the late 1990s at  
6 Bakersfield College, and built a close and strong friendship before falling in love and becoming a  
7 couple in 2015. They married in December 2016, in an intimate ceremony before their immediate  
8 family, and set a date of October 7, 2017, for a vow exchange and traditional wedding reception with  
9 over 100 guests.

10 35. Part of the couple's wedding reception planning process included preordering a  
11 wedding cake. After tastings at other bakeries, including Gimmee Some Sugar, Eileen and Mireya  
12 continued looking for a bakery from which to order their cake.

13 36. The Rodriguez-Del Rios visited Tastries on August 17, 2017, to see sample wedding  
14 cakes and potentially order a cake. A Tastries' employee named Rosemary Perez met with the  
15 couple, showed them display cakes in the bakery, and recorded the selections of the cake they wanted  
16 to order.

17 37. Eileen and Mireya selected a simple cake design based on an existing display cake  
18 then exhibited at Tastries. They did not request an original or unique custom cake, and did not  
19 consider the cake they selected to be a custom cake. Eileen and Mireya did not want or request any  
20 written words or messages on their cake. They wanted their cake to look just like the preexisting  
21 display cake they identified to Ms. Perez. Ms. Perez quoted Eileen and Mireya a price of \$260 for  
22 the cake, a price they found appealing. Although ready to order the cake then, Ms. Perez suggested  
23 the Rodriguez-Del Rios taste Tastries cakes, frostings and fillings before confirming their order, and  
24 she signed them up for a tasting scheduled for August 26, 2017.

25 38. On August 26, 2017, Mireya, Eileen, and Eileen's mom joined Mireya's man of honor  
26 and his partner at Tastries, and Ms. Perez greeted them. Ms. Perez immediately apologized to  
27 Mireya, and informed her that her boss was taking over their order.

28



1           39.       Ms. Miller approached the Rodriguez-Del Rio party, directed them to the back of the  
2 store, and asked what they were looking to order. Eileen explained they were there for a tasting and  
3 to place a wedding cake order. Ms. Miller provided the couple a clipboard and order form, which  
4 Eileen began filling out. Eileen questioned why Ms. Miller needed this information since they  
5 already provided their selections to Ms. Perez.

6           40.       Directing her question to Mireya’s man of honor and his partner, Ms. Miller asked  
7 “which one of you is the groom?” Eileen responded, “me,” and the man of honor pointed to Eileen  
8 and said, “she is.” Ms. Miller followed up with a few more questions about the couple’s wedding  
9 venue, which they reserved a year earlier.

10          41.       Ms. Miller then told the couple she would provide their order to Stephanie at Gimmee  
11 Some Sugar because she does not condone same-sex marriage. Confused, Eileen asked for  
12 clarification about to whom Ms. Miller planned to give their order, and Mireya said she was under the  
13 impression that Tastries would make their wedding cake. Ms. Miller advised the couple that because  
14 she does not condone same-sex marriage, she regularly sends same-sex couples’ wedding cake orders  
15 to Gimmee Some Sugar. Ms. Miller’s statements shocked Eileen and Mireya. She never mentioned  
16 her religion nor any specific reasons for why she did not condone same-sex marriage.

17          42.       Stunned, hurt, and offended by Ms. Miller’s refusal to serve them based solely on their  
18 sexual orientation, the Rodriguez-Del Rios and their friends and Eileen’s mother left. Still in shock,  
19 the party drove by Gimmee Some Sugar, but Eileen realized she had already tasted its cakes and  
20 decided against ordering a cake from there.

21          43.       Eileen and Mireya did not know what to do. They tried to get their minds off the  
22 discrimination they had just endured, and decided to run an errand. As the couple sat in a parking lot,  
23 however, a rush of emotion overwhelmed Mireya, and she cried for nearly half an hour as Eileen  
24 attempted to comfort her. Mireya’s nose started to bleed—which was completely out of the  
25 ordinary—and she got a headache. Although she tried to contain her emotions, Eileen later broke  
26 down, and her emotional anguish aggravated her rheumatoid arthritis.

27          44.       Tastries’ explicit refusal to sell the Rodriguez-Del Rios a wedding cake because they  
28 intended to celebrate their wedding so devastated the couple that they considered purchasing a



1 premade, non-wedding cake from a grocery or big box store. Once exciting, planning their wedding  
2 reception became a painful and emotionally upsetting process.

3 **FIRST CAUSE OF ACTION**

4 **Discrimination in a Business Establishment on the Basis of Sexual Orientation**  
5 **in Violation of the Unruh Civil Rights Act**  
6 **(Civil Code section 51 et seq.; Government Code section 12948)**  
7 **[Against All Defendants]**

8 45. The DFEH realleges and incorporates by reference each allegation contained in all  
9 preceding paragraphs as if fully set forth herein.

10 46. FEHA, Government Code section 12948, provides, in pertinent part, that “[i]t is an  
11 unlawful practice under this part for a person to deny or to aid, incite, or conspire in the denial of the  
12 rights created by Section 51 ... of the Civil Code.”

13 47. The Unruh Act, Civil Code section 51, subdivision (b), provides: “All persons within  
14 the jurisdiction of this state are free and equal, and no matter what their ... sexual orientation ... are  
15 entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all  
16 business establishments of every kind whatsoever.”

17 48. Defendants failed to provide the Rodriguez-Del Rios with full and equal services by  
18 engaging in discrimination based on sexual orientation when they denied real parties wedding cake  
19 services, as described above, in violation of Civil Code section 51, subdivision (b), and Government  
20 Code section 12948.

21 49. As a direct and proximate result of defendants’ unlawful practices, the Rodriguez-Del  
22 Rios suffered actual damages, out-of-pocket expenses, and loss of a discrimination-free business  
23 establishment.

24 50. As a further direct and proximate result of defendants’ unlawful discrimination, the  
25 Rodriguez-Del Rios suffered embarrassment, public humiliation, and emotional distress, including  
26 but not limited to, damage to their dignity and self-esteem, anxiety, stress, anger, frustration, and  
27 injury in an amount to be proven at the time of trial.

28 51. Defendants’ conduct, as alleged herein, was egregious, deliberate, willful, intentional,  
malicious, oppressive, fraudulent, and taken in conscious disregard of the rights of the Rodriguez-Del



1 Rios, as defined in Civil Code section 3294, entitling them to an award of exemplary and punitive  
2 damages.

3 52. Defendants, as herein alleged, have engaged in, and by their conduct will continue to  
4 engage in, a pattern or practice of unlawful discrimination in public accommodations unless they are  
5 enjoined from failing or refusing to comply with mandates of the Unruh Act and FEHA.

6 53. Unless defendants are enjoined from failing or refusing to comply with the mandates  
7 of the Unruh Act and FEHA, the right of the Rodriguez-Del Rios and other persons to enjoy a public  
8 accommodation or business establishment free of unlawful discrimination will continue to be  
9 violated.

10 54. The DFEH lacks any plain, speedy, adequate remedy at law to prevent such harm,  
11 injury, and loss, which will continue until this Court enjoins the complained of unlawful conduct and  
12 grants other affirmative relief as prayed for herein.

13 **PRAYER FOR RELIEF**

14 **WHEREFORE, IT IS PRAYED** that this court find that defendants violated the Unruh  
15 Civil Rights Act and FEHA, and order each of them to provide the following relief:

16 1. Immediately cease and desist from discriminating against the Rodriguez-Del Rios and  
17 other customers celebrating same-sex weddings and marriages;

18 2. Immediately cease and desist from selling to anyone any item they are unwilling to  
19 sell, on an equal basis, to members of any protected group under the Unruh Act;

20 3. Maintain a public accommodation and/or business establishment free of  
21 discrimination;

22 4. Within 30 days of entry of judgment, develop (or revise current policies as necessary),  
23 implement, and distribute to all current and prospective employees of defendants (a) a written policy  
24 regarding the eradication and prevention of discrimination on the basis of sexual orientation and all  
25 other protected classes consistent with the Unruh Act and FEHA as most recently amended, and  
26 (b) specific written procedures by which customers and employees may report incidents of  
27 discrimination;

28



1           5.       Submit an annual report to the DFEH for five years identifying any services  
2 defendants deny to customers based on free speech or religious grounds, and summarizing and  
3 providing copies of any complaints of discrimination from customers or employees;

4           6.       Conduct or obtain a minimum of two hours of in person training annually for a period  
5 of five years on complying with the Unruh Act, including training on the policies and procedures  
6 described in paragraph 5 of the Prayer for Relief above, at defendants' own expense, for all  
7 defendants' employees (including Ms. Miller);

8           7.       Post, for five years, in a conspicuous place (where employees and patrons congregate)  
9 at Tastries the policies and procedures described in paragraph 5 of the Prayer for Relief, above,  
10 within 30 days of entry of judgment;

11          8.       Post, for five years, in a conspicuous place (where employees and patrons congregate)  
12 at Tastries the DFEH's Unruh Civil Rights Act Fact Sheets (DFEH-U01P(A)-ENG and DFEH-  
13 U01P(A)-SP), which can be found at the following internet address,  
14 [https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/12/DFEH\\_UnruhFactSheet.pdf](https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/12/DFEH_UnruhFactSheet.pdf), within 30  
15 days of entry of judgment;

16          9.       Provide a copy of the DFEH's Public Access Discrimination and Civil Rights (Unruh)  
17 brochures DFEH-U02B-ENG and DFEH-U02B-SP, which are found at the following web address,  
18 [https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/12/DFEH\\_UnruhPamphlet.pdf](https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/12/DFEH_UnruhPamphlet.pdf),  
19 to each Tastries employee, within 30 days of the court's order, and also make said brochures  
20 available to customers of Tastries within 30 days of entry of judgment;

21          10.      Provide written proof to the court and the DFEH of the nature and extent of  
22 defendants' compliance with all requirements of the court's order within 100 days of the effective  
23 date of the court's order;

24          11.      Jointly and severally pay to the Rodriguez-Del Rios actual damages, including but not  
25 limited to their out-of-pocket damages, expenses incurred in filing and pursuing their complaint of  
26 discrimination, and emotional distress damages for each Unruh Act violation up to a maximum of  
27 three times the actual damages but in no case less than \$4,000 per offense, plus interest thereon;

28          12.      Pay punitive damages according to proof;



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13. Pay to the DFEH its costs of suit, including its reasonable attorney fees and expert witness fees;

14. Provide such other relief as the court deems just and proper.

Dated: November 29, 2018

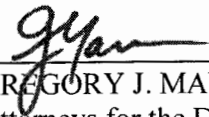
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