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(Fee Exempt Gov. Code, § 6103)

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF ALAMEDA**

11 CALIFORNIA CIVIL RIGHTS  
12 DEPARTMENT, an agency of the State of  
13 California,

14 Plaintiff,

15 v.

16 TBGI, a California Corporation; ENRIQUE  
17 QUEZADA, an individual; and DOES ONE  
18 through TEN, inclusive,

19 Defendants.

**Case No.:**

**COMPLAINT**

**JURY TRIAL DEMANDED**

20 **I. INTRODUCTION**

21 1. The California Civil Rights Department (CRD) brings this action against TGBI  
22 Corporation (TGBI) and Enrique Quezada (Quezada) (collectively, Defendants) to enforce a  
23 settlement agreement between Defendants and [REDACTED] ([REDACTED]). The settlement  
24 agreement resolved Ms. [REDACTED] administrative complaint to CRD of employment discrimination  
25 arising out of her employment with TGBI. Despite CRD's months-long attempts to achieve  
26 Defendants' compliance with the terms of the settlement agreement, Defendants have not complied  
27 with the monetary terms and have provided no justification for their failure to perform.  
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1 **IV. FACTUAL ALLEGATIONS**

2 13. On March 13, 2023, [REDACTED] filed an administrative complaint with CRD alleging  
3 that Defendants had committed unlawful employment practices, pursuant to Government Code  
4 section 12960. CRD provided Defendants notice of this complaint on March 14, 2023.

5 14. CRD investigated [REDACTED] allegations and on September 12, 2023, CRD referred  
6 the matter to its Dispute Resolution Division (DRD) for a voluntary mediation. Both parties  
7 consented to attempt to resolve the matter through mediation.

8 15. The parties met for mediation and were able to resolve the matter. The terms of the  
9 resolution are memorialized in a written settlement agreement that was been executed by TGBI, Mr.  
10 Quezada, and Ms. [REDACTED] (“the Agreement”).

11 16. The Agreement required the Defendants to: make a monetary payment to [REDACTED]  
12 before December 31, 2023;<sup>1</sup> within 60 days of the effective date of the Agreement, finalize a new  
13 Employee Handbook with updated policies regarding reporting complaints of harassment,  
14 discrimination, and retaliation; and within 70 days of the effective date of the Agreement, inform  
15 [REDACTED] and CRD that the previous promises have been fulfilled.

16 17. The Agreement is also signed by CRD’s Deputy Director of Dispute Resolution,  
17 indicating CRD’s agreement to close Ms. [REDACTED] administrative complaint in reliance on the  
18 parties’ Agreement. CRD signed the Agreement subject to its authority to reopen the administrative  
19 complaint and/or enforce the Agreement in the event of a breach.

20 18. To date, Defendants have not complied with the Agreement’s term providing for a  
21 monetary payment to Ms. [REDACTED]

22 19. Between January 11, 2024 and October 14, 2024, CRD directed multiple written and  
23 telephonic communications to Defendant TBGI to demand their compliance with the monetary term.

24 20. Based on the foregoing, pursuant to Government Code section 12964, CRD alleges  
25 that Defendants have violated the Agreement and brings this action to enjoin them from continuing  
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28 <sup>1</sup> The Agreement provided that the monetary amount would be confidential as authorized by Code of  
Civil Procedure section 1001, subdivision (e).

1 to violate the Agreement and to compel their performance with the obligation to issue a monetary  
2 payment to Ms. [REDACTED]

3 **V. PRAYER FOR RELIEF**

4 WHEREFORE, the CRD respectfully requests that this Court:

5 21. Order Defendants to make [REDACTED] whole by issuing the monetary payment required  
6 under the terms of the Agreement, as well as interest to accrue beginning on the date this action is  
7 filed, as provided by the Agreement and California Civil Code section 3287.

8 22. Grant such further relief as the Court deems necessary and proper in the public  
9 interest.

10 23. Award the CRD its costs of this action, including reasonable attorneys' fees, as  
11 provided by statute California Civil Code section 1717, subdivision (a), and the Agreement.

12 **VI. JURY TRIAL DEMANDED**

13 The CRD requests a jury trial on all questions of fact raised by its complaint.

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15  
16 Dated: October 15, 2024

17 By: *Dylan Colbert*  
18 Dylan Colbert. Staff Attorney  
19 Attorney for Plaintiff  
20 California Civil Rights Department  
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