

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Nicholas A. Ventura v. IQVIA Inc., et al.

Ventura · No. 25-cv-09163-RS · Decided January 12, 2026

OPINION

Ventura

PER CURIAM.

1 2 3 4 5 6

7 UNITED STATES DISTRICT COURT

8 NORTHERN DISTRICT OF CALIFORNIA

9

NICHOLAS A. VENTURA,

10 Case No. 25-cv-09163-RS Plaintiff, 11

v. ORDER GRANTING MOTIONS TO

12 DISMISS

IQVIA INC., et al., 13 Defendants. 14

15 I. INTRODUCTION

16 Defendants, Eversana Life Science Services (“Eversana”), IQVIA, Inc. (“IQVIA”), ZS 17
Associates, Inc. (“ZS Associates”) and Arthur D. Little, LLC (“ADL”), all companies who have
18 declined to hire Plaintiff over the last several years, move to dismiss Plaintiff’s claims for 19
harassment, discrimination, and fraudulent business practices. As set forth below, Plaintiff fails to
20 plead these claims sufficiently. Accordingly, the motions are granted.¹

21 II. BACKGROUND²

22 In March 2019, pro se Plaintiff Nicholas A. Ventura was contacted by an IQVIA recruiter 23
and applied and interviewed for an IQVIA position, for which he was not hired. In April 2022, he
24 was contacted by an IQVIA recruiter again, but he did not respond. In May 2023, he again was
25 1 Pursuant to Civil Local Rule 7-1(b), the motion is suitable for disposition without oral
argument, 26 and the hearing set for January 29, 2026 is vacated. 27 2 Unless otherwise stated,
this order accepts well-pled factual allegations made in the complaint as 1 contacted by an IQVIA
recruiter. He applied and interviewed for a position but was not hired. In

2 October 2024, he applied and interviewed for another IQVIA position. He alleges one
interviewer

3 at that time “taunted [him] about his new family.” FAC 3:14-15. 4 In October 2020, Plaintiff
applied for a job with ZS Associates. He participated in a pre- 5 screen interview and round one
interview but was not hired for the job. He received no 6 communication or feedback. In October

2022, he was contacted by a third-party recruiter who 7 failed to respond to him about another ZS Associates position. Two years later, in August 2024, he 8 applied for another ZS Associates job, for which he interviewed. He was not hired. 9 In December 2021, Plaintiff was contacted by an Eversana recruiter. A year and a half later 10 in June 2023, he decided to apply for a position there. He participated in a phone screen but 11 received no follow-up or feedback. In September 2024, an Eversana recruiter contacted him, and a 12 former colleague referred him for an Eversana position. Plaintiff interviewed for that position. He 13 alleges that at that time an interviewer, who was a former colleague, “requested a meeting with 14 Plaintiff... to [sic] which the colleague made a harassing comment about marital status.” FAC at 15 7:26-28. Plaintiff was not hired for the position. 16 In November 2024, the CEO of ADL reached out to Plaintiff via the website Reddit. 17 Plaintiff subsequently interviewed with ADL, participating in screeners and “out of sequence” 18 super day interviews, one of which was “terminated.” FAC at 8:12. Plaintiff alleges that one of the 19 interviewers subsequently changed their LinkedIn Profile, and the changes “include[ed] descriptions matching Plaintiff’s project experiences,” and another interviewer created a LinkedIn 20 profile with Plaintiff’s name, picture, and professional information “for the purposes of... 21 damaging Plaintiff’s reputation; (b) monitoring Plaintiff’s job search activities; (c) gathering 22 additional information about Plaintiff; and/or (d) furthering the targeted and pervasive harassment 23 and discrimination campaign.” FAC at 9:15-19. Plaintiff also alleges ADL ran an email campaign 24 similar to one Plaintiff allegedly described in one of his interviews. 25 Plaintiff alleges the Defendants coordinated their interactions with him based on some 26 Defendant employees having previously worked with Plaintiff and/or his previous colleagues. 27 1 Plaintiff also alleges he is single and Latino and has mental health issues. 2 On December 10, 2025, Plaintiff filed the FAC against Defendants.³ The FAC asserts 3 claims against all Defendants for harassment under the California Fair Employment and Housing 4 Act (“FEHA”), Govt. Code § 12940(j); discrimination under FEHA and 42 U.S.C. §§ 2000e 5 (“Title VII”); and fraudulent business practices under the California Business and Professions 6 Code § 17200 (the “UCL”). Plaintiff alleges he has exhausted his administrative remedies, 7 including filing “a complaint with California’s Civil Rights Department (“CRD”) on or about 8 April 2025 and obtain[ing] a verbal right-to-sue after a failure or refusal to investigate.” FAC at 9 3:21-27.

10 III. LEGAL STANDARD

11 Rule 12(b)(6) governs motions to dismiss for failure to state a claim. A complaint must 12 contain a short and plain statement of the claim showing the pleader is entitled to relief, Fed. R. 13 Civ. P. 8(a), and “giv[ing] the defendant fair notice of what the... claim is and the grounds upon 14 which it rests,” *Bell Atlantic v. Twombly*, 550 U.S. 544, 570 (2007) (citing *Conley v. Gibson*, 355 15 U.S. 41, 47 (1957)). While “detailed factual allegations” are not required, a complaint must have 16 sufficient factual allegations to “state a claim to relief that is plausible on its face.” *Ashcroft v. 17 Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Twombly*, 550 U.S. at 570).

Dismissal under Rule 18 12(b)(6) may be based on either the “lack of a cognizable legal theory” or on “the absence of 19 sufficient facts alleged” under a cognizable legal theory. *UMG Recordings, Inc. v. Shelter Capital 20 Partners LLC*, 718 F.3d 1006, 1014 (9th Cir. 2013) (internal quotation marks and citation 21 omitted). When evaluating such a motion, courts “accept all factual allegations in the complaint as 22 23 3 The FAC supersedes the amended complaint. See *Ramirez v. Cnty. Of San Bernardino*, 806 F.3d 24 1002, 1008 (9th Cir. 2015). Accordingly, Plaintiff’s motion to strike Defendant IQVIA’s First, Second, Third, Ninth, Tenth, Eleventh, Thirteenth, and Sixteenth Affirmative Defenses, 25 responsive to the now superseded original complaint, is denied as moot. See, e.g., *id.* at 1008 (“Because the Defendant’s motion to dismiss targeted the Plaintiff’s First Amended Complaint, 26 which was no longer in effect, we conclude that the motion dismiss should have been deemed moot[.]”). Pursuant to Civil Local Rule 7-1(b), the motion is suitable for disposition without oral 27 argument, and the hearing set for January 29, 2026 is vacated. 1 true and construe the pleadings in the light most favorable to the nonmoving party.” *Knievel v. 2 ESPN*, 393 F.3d 1068, 1072 (9th Cir. 2005). However, a court is not bound to accept legal 3 conclusions couched as factual allegations as true. *Twombly*, 500 U.S. at 555. Where a complaint 4 is brought by pro se plaintiffs, the court is obligated to evaluate the claims liberally. See *Hebbe v. 5 Pillar*, 627 F.3d 338, 342 (9th Cir. 2010). 6 In dismissing a complaint, leave to amend must be granted unless it is clear the 7 complaint’s deficiencies cannot be cured by amendment. *Lucas v. Dep’t of Corrections*, 66 F.3d 8 245, 248 (9th Cir.1995). When amendment would be futile, however, dismissal may be 9 ordered with prejudice. *Dumas v. Kipp*, 90 F.3d 386, 393 (9th Cir.1996). When the “plaintiff has 10 previously been granted leave to amend and has subsequently failed to add the requisite 11 particularity to its claims, ‘[t]he district court’s discretion to deny leave to amend is particularly 12 broad.’ ” *Zucco Partners LLC v. Digimarc Corp.*, 552 F.3d 981, 1007 (9th Cir.2009) (quoting *In 13 re Vantive Corp. Sec. Litig.*, 283 F.3d 1079, 1097–98 (9th Cir.2002)).

14 IV. DISCUSSION

15 A. FEHA Harassment Claims 16 Under FEHA, it is unlawful for an employer, employment agency, or other covered entity 17 or individual to harass an applicant because of a protected characteristic such as race, family 18 status, gender, and disability. Cal. Gov’t Code § 12940(j). “To establish a claim for harassment, a 19 plaintiff must demonstrate that: (1) she is a member of a protected group; (2) she was subjected to 20 harassment because she belonged to this group; and (3) the alleged harassment was so severe that 21 it created a hostile work environment. The plaintiff must show a ‘concerted pattern of harassment 22 of a repeated, routine or a generalized nature.’ ” *Lawler v. Montblanc N. Am., LLC*, 704 F.3d 23 1235, 1244 (9th Cir. 2013) (quoting *Aguilar v. Avis Rent A Car Sys., Inc.*, 21 Cal.4th 121, 87 24 Cal.Rptr.2d 132, 980 P.2d 846, 851 (1999)). Harassment “consists of conduct outside the scope of 25 necessary job performance, conduct presumably engaged in for personal gratification, because of 26 meanness or bigotry, or for other personal motives.” *Janken v. GM Hughes Elecs.*, 46 Cal. App. 27 4th. 55, 63 (1996).

While “commonly necessary personnel management actions, such as hiring and firing... do not come within the meaning of harassment,” *Reno v. Baird*, 18 Cal. 4th 640, 646–47 (1998) (citations omitted), the California Supreme Court has made clear that “some official employment actions” can form the basis for a harassment cause of action, because they “can also have a secondary effect of communicating a hostile message.” *Roby v. McKesson Corp.*, 47 Cal. 4th 686, 709, 219 P.3d 749, 763 (2009), as modified (Feb. 10, 2010). In order to be actionable, such harassing actions must be sufficiently “severe or pervasive as to alter the working conditions” and create a hostile environment. *Id.* at 708 (citations omitted). The majority of Plaintiffs’ allegations regarding IQVIA, ZS Associates, Eversana, and ADL reflect “commonly necessary personnel management actions,” i.e., activities associated with hiring. See *Janken*, 46 Cal. App. 4th. at 63. Scheduling delays, cancelled interviews, the decision not to hire an applicant, and lack of transparency and feedback about hiring decisions are commonplace. They do not show a “ ‘concerted pattern of harassment of a repeated, routine or a generalized nature.’ ” *Lawler*, 704 F.3d at 1244 (quoting *Aguilar*, 980 P.2d at 851). Moreover, while Plaintiff alleges that some of Defendants’ employees or agents knew him or his previous colleagues, he alleges no “hostile message,” see *Roby*, 47 Cal. 4th at 709, “personal motives,” “personal gratification,” “meanness,” “or bigotry,” see *Janken*, 46 Cal. App. 4th. at 63. Plaintiff’s allegations that an IQVIA interviewer “taunted [him] about his new family,” 3:14-15, an Eversana interviewer, who was a former colleague, “requested a meeting with [him]... to [sic] which the colleague made a harassing comment about marital status,” FAC at 7:26-2, and an ADL employee created a LinkedIn profile impersonating him for the purpose of damaging his reputation, monitoring him, and furthering “pervasive harassment,” FAC at 9:15-19, do reflect conduct outside necessary personnel management. However, they do not show a “ ‘concerted pattern of harassment of a repeated, routine or a generalized nature.’ ” *Lawler*, 704 F.3d at 1244 (quoting *Aguilar*, 980 P.2d at 851). Moreover, this court is not bound to accept, without more, Plaintiff’s legally conclusive allegations that this conduct was “harassing” and in furtherance of “pervasive harassment.” FAC at 7:26-2, 9:15-19. See *Twombly*, 500 U.S. at 555. For the foregoing reasons, Plaintiff’s claims of harassment are dismissed as to each Defendant.

B. Discrimination Claims Under FEHA and Title VII

Under Title VII, it is unlawful for an employer to “to fail or refuse to hire or to discharge any individual, or otherwise to discriminate” based on an “individual’s race, color, religion, sex, or national origin.” 42 U.S.C. § 2000e-2(a)(1). FEHA likewise makes it unlawful for an employer to “refuse to hire or employ” a person or “to discriminate against the person in compensation or in terms, conditions, or privileges of employment” because of a protected status. Cal. Govt. Code, § 12940(a). Discrimination claims brought under FEHA and Title VII are analyzed under the same standards. See *Ambat v. City & Cnty. of S.F.*, 757 F.3d 1017, 1023 n.2 (9th Cir. 2014) (“FEHA is interpreted consistently with Title VII.”). See also *Guz v. Bechtel Nat’l Inc.*, 8 P.3d 1089, 1113 (Cal. 2000). To state a claim of discrimination properly, a plaintiff must allege that (1) she was a

11 member of a protected class, (2) she was qualified for the position he sought, (3) she suffered an 12 adverse employment action, such as denial of an available job, and (4) some other circumstance 13 suggesting discriminatory motive. See *Guz*, 24 Cal. 4th at 355. 14 Here, Plaintiffs allegations fail to suggest discriminatory motive on the part of any 15 Defendant. He comes closer with IQVIA and Eversana, but the allegations about “taunt[ing]” and 16 “harassing” comments by an IQVIA and an Eversana interviewer regarding his family and marital 17 status are conclusory in nature. Even if they were not, they do not suggest discriminatory motive 18 on the part of IQVIA and Eversana across the various recruiters and interviewers involved in 19 Plaintiff’s numerous efforts to get jobs at both companies. Accordingly, his discrimination claims 20 fail as to all Defendants. 21 C. Fraudulent Business Practices Under the UCL 22 California’s UCL prohibits “any unlawful, unfair, or fraudulent business act or practice.” 23 Cal. Bus. & Prof. Code § 17200 et seq. Here, Plaintiff alleges Defendants engaged in fraudulent 24 business practices. To be actionable, a “fraudulent” representation must have the likely effect of 25 misleading or deceiving the public. *McKell v. Washington Mut., Inc.*, 142 Cal.App.4th 1457, 1471, 26 49 Cal.Rptr.3d 227 (2006) (quoting *Mass. Mut. Life Ins. Co. v. Superior Court*, 97 Cal.App.4th 27 1282, 1298–90, 119 Cal.Rptr.2d 190 (2002)). Plaintiff argues Defendants’ engagement of Plaintiff 1 in the job application and interview process constituted representations that Defendants were 2 hiring for positions for which they were considering Plaintiff. Even if Defendants’ engagements of 3 Plaintiff constituted actionable representations under California’s UCL, for the reasons already 4 discussed, Plaintiff does not plausibly allege that such representations are false or deceptive. In 5 other words, Plaintiff fails to allege that Defendants were not considering his applications 6 genuinely but rather engaging him for another, presumably harassing, purpose. 7 D. Requirement to Exhaust Administrative Remedies 8 Under both Title VII and FEHA, exhaustion of administrative remedies is a prerequisite to 9 resort to the courts. *Lyons v. England*, 307 F.3d 1092, 1103–04 (9th Cir.2002); *Okoli v. Lockheed* 10 Technical Operations Co., 36 Cal.App.4th 1607, 1613, 43 Cal.Rptr.2d 57 (1995). See also 11 *Sommatino v. United States*, 255 F.3d 704, 708–09 (9th Cir. 2001); *Romano v. Rockwell Int’l, Inc.*, 14 Cal.4th 479, 492 (1996). A plaintiff exhausts “administrative remedies by filing a charge with 12 the [Equal Employment Opportunity Commission (“EEOC”)] or an equivalent state agency,” like 13 the California Civil Rights Department (“CRD”) (formerly, Department of Fair Employment and 14 Housing). *Scott v. Gino Moerena Enters., LLC*, 888 F.3d 1101, 1106 (9th Cir. 2018). 15 Plaintiff alleges in the FAC that he obtained a “a verbal right-to-sue” from the California 16 CRD in April 2025. FAC at 3:21-24. However, a right-to-sue notice from the CRD must be 17 written, stating the name of the defendant(s) and provide the date by which a civil complaint must 18 be filed. See Cal. Code Regs., tit. 2, §10005(a). Despite this allegation, Plaintiff has attached as an 19 exhibit to the FAC a written right-to-sue notice, dated October 30, 2025 and naming IQVIA, ZS 20 Associates, and Eversana.⁴ Since ADL was not named, the FEHA and Title VII harassment and 21 22 23 4 The receipt of a right-to-sue notice need not always predate the filing of a suit. See

Williams v. Washington Metro. Area Transit Auth., 721 F.2d 1412, 1418 n. 12 (D.C. Cir. 1983) (per curiam) 24 (“Receipt of a right-to-sue notice during the pendency of the Title VII action cures the defect caused by the failure to receive a right-to-sue notice before filing a Title VII claim in federal 25 court.”) (citing Pinkard v. Pullman Standard, 678 F.2d 1211, 1219 (5th Cir. Unit B 1982) (per curiam), cert. denied, 459 U.S. 1105, 103 S.Ct. 729, 74 L.Ed.2d 954 (1983); accord Fouche v. 26 Jekyll Island-State Park Auth., 713 F.2d 1518, 1525 (11th Cir.1982); Perdue v. Roy Stone Transfer Corp., 690 F.2d 1091, 1093 (4th Cir.1982); Watson v. Fuller Brush Co., 570 F.Supp. 27 1299 (W.D.Mich.1983); Black v. Brown Univ., 555 F.Supp. 880, 884 (D.R.I.1983)). 1 discrimination claims against Little must be dismissed for the additional reason that Plaintiff has 2 failed to exhaust administrative remedies.

3 V. CONCLUSION

4 Defendants’ motions are granted, and Plaintiff's claims against Eversana, IQVIA, ZS 5 Associates, and ADL are dismissed with leave to amend. Should Plaintiff wish to amend his 6 || complaint, he must do so by February 2, 2026. 4 g || ITISSO ORDERED. 9 Dated: January 12, 2026 10

ICHARD SEEBORG

11 Chief United States District Judge 12 15 16 = 17 Z 18 19 20 21 22 23 24 25 26 27

98 ORDER GRANTING MOTIONS TO DISMISS

CASE No. 25-cv-09163-RS