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Superior Court of California
County of Los Angeles

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SYLVIE SHAMLIAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

SYLVIE SHAMLIAN, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

CITY NATIONAL BANK, a California
Based Company; SIM TANG-PARADIS, an
Individual; and DOES 1 to 50, inclusive

Defendants.

CASE NO.: 20STCV22767

ASSIGNED FOR ALL PURPOSES TO:

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. UNLAWFUL FORFEITURE OF PAID TIME OFF (VIOLATION OF CAL. LAB. CODE § 227.3);
2. FAILURE TO COMPLY WITH WAGE THEFT PREVENTION ACT (VIOLATION OF CAL. LAB. CODE § 2810.5);
3. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (VIOLATION OF CAL. LAB. CODE §§ 226(a);
4. WAITING TIME PENALTIES (VIOLATION OF CAL. LAB. CODE § 201, 202, 203);
5. INJUNCTIVE RELIEF;
6. CONVERSION;
7. FOR PENALTIES, PURSUANT TO CAL. LAB. CODE § 2699(f) FOR VIOLATIONS OF CAL. LAB. CODE §§ 201-203, 226, 1197.5, 1198.5, 2810.5, 227.3, 1102.5;
8. VIOLATIONS OF CALIFORNIA'S EQUAL PAY ACT CAL. LAB. CODE § 1197.5;
9. AGE DISCRIMINATION IN VIOLATION OF CAL. GOV. CODE §12940;

BY FAX

- 1) 10. RACE DISCRIMINATION IN
2) VIOLATION OF CAL. GOV. CODE
3) §12940;
4) 11. DISABILITY DISCRIMINATION IN
5) VIOLATION OF FEHA (DISCHARGE/
6) DISCRIMINATION IN TERMS,
7) CONDITIONS, OR PRIVILEGES OF
8) EMPLOYMENT);
9) 12. HOSTILE WORK ENVIRONMENT
10) HARASSMENT IN VIOLATION OF
11) CAL. GOV. CODE §12940(j);
12) 13. FAILURE TO PREVENT
13) DISCRIMINATION, HARASSMENT,
14) AND RETALIATION IN VIOLATION
15) OF CAL. GOV. CODE § 12940, *ET*
16) *SEQ.*;
17) 14. RETALIATION IN VIOLATION OF
18) CAL. GOV. CODE § 12940(h);
19) 15. WRONGFUL DISCHARGE IN
20) VIOLATION OF PUBLIC POLICY;
21) 16. INTENTIONAL INFLICTION OF
22) EMOTIONAL DISTRESS;
23) 17. NEGLIGENT INFLICTION OF
24) EMOTIONAL DISTRESS;
25) 18. WHISTLEBLOWER VIOLATIONS
26) (CAL. LAB. CODE § 1102.5);
27) 19. BREACH OF IMPLIED-IN-FACT
28) CONTRACT AND/OR EXPRESS
CONTRACT NOT TO TERMINATE
EMPLOYMENT WITHOUT GOOD
CAUSE;
20. FAILURE TO PROVIDE PERSONNEL
RECORDS (CAL. LAB CODE §
1198.5);
21. UNFAIR BUSINESS PRACTICES IN
VIOLATION OF CALIFORNIA
BUSINESS AND PROFESSIONS
CODE §§ 17200-17208

[CLASS AND REPRESENTATIVE ACTION]

UNLIMITED JURISDICTION

REQUEST FOR JURY TRIAL

INTRODUCTION

1. This is a class action, pursuant to California Code of Civil Procedure § 382, and a representative action pursuant to Labor Code Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.*, (“PAGA”) brought by Plaintiff Sylvie Shamlian, on behalf of herself and all others similarly situated current and former employees in the State of California, and the

1 general public (hereinafter the “CLASS”) hereby alleges and complaints against defendants City
2 National Bank (“CNB”), a California Corporation; Sim Tang-Paradis (“TANG-PARADIS”) an
3 Individual; and DOES 1-50 (hereinafter collectively referred to as “DEFENDANTS”) to recover,
4 damages, restitution, injunctive relief, civil and statutory penalties for failure to comply with
5 various California Labor Code sections and the Industrial Welfare Commission Wage Orders 7-
6 2001, (“IWO 7”), interest, attorneys’ fees, and costs and any other appropriate relief for
7 DEFENDANTS’ violations of laws.

8 **THE PARTIES**

9 **A. Plaintiff**

10 2. PLAINTIFF is a 55-year-old female of an Armenian descent residing in Los
11 Angeles, State of California.

12 3. PLAINTIFF worked for DEFENDANTS from approximately November 23, 1987
13 until her retaliatory and unlawful termination on or about February 5, 2019. PLAINTIFF held the
14 position of Vice President, Senior Client Manager. PLAINTIFF was classified as an exempt,
15 salary paid employee who worked for DEFENDANTS at 2655 Townsgate Road, Westlake,
16 California, 91361.

17 **B. Defendants**

18 4. At all relevant times alleged herein, PLAINTIFF is informed and believes, and
19 thereon alleges that CNB is, and at all times relevant hereto was, a bank headquartered at City
20 National Plaza in Los Angeles, California. PLAINTIFF is further informed and believes, and
21 thereon alleges that CNB was founded in 1954 in Beverly Hills, California, is authorized to
22 conduct business in the State of California and does conduct business in the State of California.

23 5. PLAINTIFF is informed and believes, and based thereon alleges, that at all times
24 mentioned herein Defendant TANG-PARADIS is a resident of the State of California, county of
25 Los Angeles. PLAINTIFF is informed and believes, and thereon alleges, that Defendant TANG-
26 PARADIS is the President (Branch Manager) directly overseeing, controlling, and managing *all* of
27 CNB’s operation in Westlake, California and exercised significant control over PLAINTIFF’s
28 overall working conditions. TANG-PARADIS is the highest-ranking individual that supervised and

continues to supervise **all** of CNB's employees in the Westlake branch. PLAINTIFF is informed and believes, and thereon alleges, that TANG-PARADIS permitted, authorized, approved, and ratified the wrongful acts and practices against the PLAINTIFF. Specifically, TANG-PARADIS had the authority to hire and terminate the PLAINTIFF; to set work rules and conditions governing PLAINTIFF; and to supervise her daily employment activities. CNB employed TANG-PARADIS with a conscious disregard of the rights of others and authorized and ratified her conduct alleged herein.

6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF therefore PLAINTIFF sues said DOE defendants by fictitious names. PLAINTIFF will amend this Complaint to show their true names and capacities when they have been ascertained. The defendants, and each of them, were alter egos of each other and/or engaged in a joint enterprise with each other. Additionally, all of the defendants were joint employers of the PLAINTIFFS. Hereinafter in this Complaint, unless otherwise specified, reference to DEFENDANTS, shall refer to CNB, TANG-PARADIS, and DOES 1-50, and each of them.

7. PLAINTIFFS is informed and believes, and based thereon alleges that at all times herein mentioned, that each of the DEFENDANTS is liable as an "employer" and/or "person" for the claims asserted in this Complaint, including but not limited to, under Labor Code § 558.1 and §18.

8. At all relevant times herein, PLAINTIFF was employed by DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to and in furtherance of their policies and practices, *inter alia*, of failing to pay PLAINTIFF for all vested vacation; failing to provide accurate itemized wage statements for each pay period; and failing to pay wages upon termination of employment.

9. PLAINTIFF is informed and believes, and based thereon alleges that at all times relevant herein, each of the DEFENDANTS named herein was an employer, was the principle, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of each of the other

1 DEFENDANTS named herein, and, in doing the acts and in carrying out the wrongful conduct
2 alleged herein, was engaged with some or all of the other DEFENDANTS in a joint enterprise for
3 profit, and bore such other relationships to some or all of the other DEFENDANTS so as to be
4 liable for their conduct with respect to the matters alleged in this Complaint. PLAINTIFF is
5 further informed and believes and thereon alleges that each of the DEFENDANTS acted pursuant
6 to and within the scope of the relationships alleged above, and that at all relevant times, each of the
7 DEFENDANTS knew or should have known about, authorized, ratified, adopted, approved,
8 controlled, aided and abetted the conduct of all other DEFENDANTS.

9 10. At all times mentioned herein, each of the DEFENDANTS was the co-conspirator,
10 agent, servant, employee, and/or joint venturer of each of the other DEFENDANTS and was acting
11 within the course and scope of said conspiracy, agency, employment, and/or joint venture and with
12 the permission and consent of each of the other DEFENDANTS.

13 11. PLAINTIFF is informed and believes and thereon alleges that each and every acts
14 and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each
15 acting as agents and/or employees, and/or under the directions and control of each of the other
16 DEFENDANTS, and that said acts and failure to act were within the course and scope of said
17 agency, employment and/or directions and control.

18 12. PLAINTIFF is informed and believes and thereon alleges that, at all times material
19 herein, CNB, knew or reasonably should have known that unless it intervened to protect the
20 PLAINTIFF, and adequately supervised, prohibited, controlled, regulated, disciplined, and/or
21 otherwise penalize the conduct of the remaining defendants, TANG-PARADIS, and other
22 employees perceived the conduct and omissions as being ratified and condoned.

23 13. As a direct and proximate result of the unlawful actions of DEFENDANTS,
24 PLAINTIFFS have suffered and continue to suffer from loss of earnings in amounts as yet
25 unascertained, but subject to proof at trial and within the jurisdiction of this Court.

26 **JURISDICTION**

27 14. This Court is the proper court, and this action is properly filed in the Superior Court
28 of the State of California, County of Los Angeles, because DEFENDANTS operate and transact

business in the County of Los Angeles, and because DEFENDANTS' illegal policies and practices which are the subject of this action were applied to the PLAINTIFF in the County of Los Angeles.

FACTUAL BACKGROUND

15. This is a Class Action and Representative Action, brought pursuant to California Code of Civil Procedure §382, California Business and Professions Code § 17200 *et seq.*, and the PAGA, California Labor Code § 2698 *et seq.* PAGA permits an "aggrieved employee" to bring a lawsuit on behalf of himself/herself and other current and former employees to address an employer's violations of the California Labor Code.

16. PLAINTIFF is an aggrieved employee, within the meaning of the statute, who brings this action on behalf of herself and other current and former employees of DEFENDANTS to address CNB's violations of the California Labor Code.

17. On or about November 1, 2017, PLAINTIFF began to suffer injuries to her neck, back, upper and lower bilateral shoulders, bilateral arms, bilateral fingers, bilateral legs, bilateral knees, bilateral feet, headaches, and psych due to repetitive usual and customary job duties.

DEFENDANTS' Discriminatory and Retaliatory Treatment:

18. As a result of PLAINTIFF's disability and age, defendants TANG-PARADIS and Gayle Dupont (RR&S Regional Manager) were harassing the PLAINTIFF. PLAINTIFF was subjected to ridicule, endured hostile work environment, and was subjected to a pretextual performance reviews and write-up. Despite PLAINTIFF's impeccable performance, PLAINTIFF was subjected to pretextual write-up on November 30, 2018, and denied employment benefits (two quarterly bonuses), which she was entitled to receive.

19. Specifically, PLAINTIFF was eligible to earn a bonus pursuant to "the Core Banking Team Incentive Plan", which is paid quarterly and is based upon team performance and PLAINTIFF's individual performance as measured against pre-established goals. DEFENDANTS, however, failed to pay the PLAINTIFF two quarterly bonuses, which she was entitled to receive. Under the Core Banking Team Incentive Plan, PLAINTIFF'S target incentive opportunity was

1 10%¹ of her quarterly eligible pay earned.

2 20. The amount of earned but unpaid bonuses that the PLAINTIFF was entitled to
3 receive constitute “wages” within the meaning of § 200 of the California Labor Code because
4 PLAINTIFF was promised additional compensation as an incentive for the performance of such
5 services to the benefit of the CNB. CNB unjustly reaped the benefits of the services and labor
6 performed by PLAINTIFF but failed to pay her for her labor.

7 21. As a result of CNB’s failure to pay PLAINTIFF, PLAINTIFF advocated for her own
8 rights, opposed, resisted the discriminatory treatment and demanded payment of her wages, which
9 was denied. Specifically, in an e-mail PLAINTIFF wrote:

10 “How about the first quarter of 2019 which starts from Nov, Dec 2018 and January of
11 2019.... Are you telling me that I got penalized for the last quarter of 2018, will get
12 penalized for the 1st quarter of 2019 and because of rating 2, I did not get a raise[?] If I am
13 ineligible for the 1st quarter of 2019 why did I not received [sic] my incentive in the last
14 quarter of 2018? I just need to understand *how many times this penalty applies?* *As an*
15 *employee and my right as a colleague*, I would like to understand what is the correct
16 protocol.” Exhibit “1”.

17 22. Despite PLAINTIFF’s complaints, TANG-PARADIS continued to harass
18 PLAINTIFF insinuating that PLAINTIFF lacks the ability to focus and pay attention to details and
19 is forgetful, as a result of her age and disability. TANG-PARADIS systematically excluded
20 PLAINTIFF from office meetings, staffing decisions, and client development projects proclaiming
21 that PLAINTIFF would do things the old ways.

22 23. TANG-PARADIS created and fostered a hostile work environment for PLAINTIFF
23 based on her age. TANG-PARADIS continuously made discriminatory and derogatory comments
24 about PLAINTIFF’s age and would subject PLAINTIFF’s work to unfair scrutiny merely to
25 humiliate and embarrass the PLAINTIFF. TANG-PARADIS would also reprimand and punish the
26 PLAINTIFF for other employee’s mistakes. TANG-PARADIS continued to undermine
27 PLAINTIFF’s authority directing her subordinates not to report directly to her.

28 ¹ The “actual incentive received may be more .. than target depending on company profitability and
brank individual performance.”

1 24. TANG-PARADIS became even more hostile toward PLAINTIFF after PLAINTIFF
2 reported TANG-PARADIS' misconduct to upper management on or about November 27, 2018.
3 Specifically, PLAINTIFF reported that TANG-PARADIS engaged in an unlawful conduct,
4 including but not limited to falsifying bank cash audit records, and falsely certifying her presence
5 during the mandatory dual cash count despite the fact that she was not present during the audit.
6 Specifically, TANG-PARADIS called the bank from her car while she was sitting in prolonged
7 traffic instructing MORENO to start the quarterly dual cash count prior to her arrival to the bank.
8 TANG-PARADIS anticipated to be late because she was stuck in traffic. Despite the fact that
9 TANG-PARADIS knew that the dual cash count required her to be present throughout the cash
10 count because she must certify at the conclusion, TANG-PARADIS recklessly and blatantly
11 disregarding her obligations and she instructed MORENO to start the cash count. TANG-
12 PARADIS then falsified the bank audit report certifying that she was present throughout the audit
13 even though she was not. PLAINTIFF was shocked and pledged to do the right thing and report
14 TANG-PARADIS' misconduct to the higherups. That is, even prior to disclosing TANG-
15 PARADIS' misconduct to upper management on November 27, 2018, PLAINTIFF made her intent
16 known to disclose TANG-PARADIS' violation during the upcoming reginal meeting.

17 25. Thereafter, TANG-PARADIS' hostility to PLAINTIFF intensified because TANG-
18 PARADIS perceived PLAINTIFF as a traitor because PLAINTIFF blew the whistle and reported
19 TANG-PARADIS' unlawful conduct to the higher-ups. Within couple of days, PLAINTIFF
20 received a Final Written Warning. Clearly, the Final Written Warning is a pretextual because it
21 lists alleged violations that occurred *several months prior* to the Final Written Warning, (i.e.
22 "April, May, September, and October 2018"). That is, PLAINTIFF was wrote up for violations
23 that allegedly occurred seven (7) months prior to the date of her Final Written Warning.

24 26. Other clear indication of pretextual write-up and termination is holding the
25 PLAINTIFF responsible for the unforeseeable criminal acts of others (breaking into her car and
26 stealing the bank keys²) that occurred four (4) months ago prior to her termination. Specifically, on
27

28 ² Along with the bank keys, PLAINTIFF's personal belongings were also stolen. PLAINTIFF

February 5, 2019, during PLAINTIFF's termination, PLAINTIFF questioned why she was being terminated. In response, Jodi and Katrina emphasized it was because on October 14, 2018, PLAINTIFF's car was broken into, and her bank keys were stolen from her vehicle. The Final Written Warning also states that "[t]his is a serious matter as it is your personal responsibility for securing these items at all times." In fact, other employees were treated much more favorably and were not subjected to the same adverse employment action PLAINTIFF was subjected to when their bank keys were lost or stolen. For instance, in September 2018, Mary Moreno ("MORENO") lost the bank keys assigned to her; nonetheless, DEFENDANTS were very sympathetic to her. MORENO was neither written up for losing her assigned bank keys nor was she terminated. MORENO continues to work for CNB.

27. When PLAINTIFF realized TANG-PARADIS' hostility and vengefulness against her was intensified after she blew the whistle, PLAINTIFF sent a calendar invite to TANG-PARADIS' to have a lunch meeting with her on January 29, 2019 so that they can start off on a clean slate. However, PLAINTIFF's plan to start off on a clean slate was shot down, when TANG-PARADIS expressed her disappointment with PLAINTIFF for blowing the whistle and reporting TANG-PARADIS' unlawful conduct during the regional management meeting. TANG-PARADIS was honest and expressed her unwillingness to let go of PLAINTIFF's betrayal of trust as she blew the whistle and that TANG-PARADIS can no longer trust the PLAINTIFF.

28. To justify her unwillingness to proceed forward and start on a clean slate, TANG-PARADIS gave PLAINTIFF an example of how PLAINTIFF's betrayal of trust and decision to blow the whistle is analogous "*to a pilot with a perfect flying record, but that one day he deviates from his route and causes a wreck. That pilot's career will change forever and there is no going back.*" TANG-PARADIS carried out her intent and made good on her vicious plan to terminate the PLAINTIFF within six (6) days, on February 5, 2019.

followed CNB's policy and immediately reported the incident to corporate security.

1 29. PLAINTIFF's *thirty-three (33) years* of loyalty and impeccable performance, was
2 tossed away and her reputation was distorted by TANG-PARADIS' false and pretextual allegations
3 against the PLAINTIFF.

4 30. PLAINTIFF impeccable performance was also evidenced by the compliments she
5 received from numerous clients, and colleagues. For instance, on July 2, 2018, in response to a
6 client's feedback regarding PLAINTIFF's excellent customer services, which the client directly e-
7 mailed to Steven Shapiro ("SHAPIRO") Senior VP/Sales Manger & Team Leader, SHAPIRO
8 stated: "*Sylvie has been a tremendous partner of ours for decades*, but it is always nice to hear a
9 great report." [Emphasis added]. Similarly, Jodi Huston, Senior VP & Regional Banking
10 Manager, expressed her gratitude to PLAINTIFF's accomplishments. Exhibit "2".

11 31. Having worked for CNB for *33 years*, losing her employment was devastating to the
12 PLAINTIFF, and caused the PLAINTIFF to be extremely distraught, and suffer severe emotional
13 distress. In fact, PLAINTIFF honestly expressed to Jodi and Katrina on February 5, 2019, during
14 her termination, that if the termination was not as a result of retaliation, PLAINTIFF should have
15 either been provided with proper training and/or demoted to a lower ranking position in lieu of
16 devastating termination.

17 **CNB's Unlawful Vacation Policy:**

18 32. Upon information and belief, CNB's vacation policy fails to comply with California
19 law because CNB fails to pay employees for their accrued and unused vacation hours upon the
20 termination of their employment. For instance, PLAINTIFF had accrued 198 hours of vacation but
21 only received 10 hours of "vacation payout".

22 33. Additionally, CNB implements "Cliff Vesting" policy because it grants employees
23 a lump sum of vacation upon reaching certain dates, by doing so it is *improperly limiting* its
24 liability of having to pay out a pro rata share of the accrued vacation if the employee does not work
25 until the date in which the vacation is granted.

26 34. PLAINTIFF and the CLASS have been harmed by CNB's unlawful business
27 policies and practices in that they have had their earned wages be subject to unlawful forfeiture, as
28

1 alleged herein, thereby diminishing their agreed-upon compensation, in amounts to be proven at
2 trial.

3 **CLASS ACTION ALLEGATIONS**

4 35. PLAINTIFF brings this lawsuit as a class action under Cal. Code Civ. Proc. Section
5 382³, California Business and Professions Code § 17200 et seq., and the PAGA, California Labor
6 Code § 2698 et seq., on behalf of themselves and all persons within the class (“CLASS”) as
7 follows:

8 **THE CLASS**

9 36. All current and former employees, who were employed by CNB in the State of
10 California for a period of time within the four (4) years preceding the filing of this action until the
11 time of trial, “THE RELEVANT TIME PERIOD”, who accrued vacation hours that were forfeited
12 by CNB’s at the time of their termination.

13 37. PLAINTIFF reserves the right under Rule 3.765, California Rules of Court, to
14 amend or modify the CLASS description with greater specificity or further division into subclasses
15 or limitations to particular issues.

16 38. This action has been brought and may properly be maintained as a class action under
17 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community
18 of interest in the litigation and the proposed CLASS is easily ascertainable. This action is
19 appropriately suited for a Class Action because:

20 39. **Ascertainable Class:** The CLASS is ascertainable in that its members may be
21 identified and located using information contained in CNB’s personnel records.

22 40. **Numerosity:** The potential members of the CLASS as defined are so numerous that
23 joinder of all members of the CLASS is impracticable. While the precise size of the CLASS has
24 not been ascertained at this time, PLAINTIFF is informed and believes, and based thereon allege,
25 that CNB currently employees, and during THE RELEVANT TIME PERIOD employed, well over
26

27 ³ Causes of Action One through Five, are appropriately suited for a class action under Section 382
28 of the California Code of Civil Procedure.

1 200 persons in the State of California who fall within the CLASS definition.

2 41. Accounting for employees' turnover during THE RELEVANT PERIOD necessarily
3 increases this number. PLAINTIFFS allege that CNB's employment records would provide
4 information as to the number and location of members of the CLASS.

5 42. **Common Questions of Fact or Law:** This action involves questions of law and fact
6 common to the CLASS that predominate over questions affecting only individual class members.
7 The common questions of law and fact focuses on CNB's systematic course of illegal practices and
8 policies, which were applied to the entire CLASS in violation of the California Labor Code, IWC
9 Orders, the California Business and Professions Code, which prohibits unfair business practices
10 arising from such violations, and the PAGA. These common questions of law and fact include,
11 without limitations:

- 12 a. Whether DEFENDANTS failed to issue accurately itemized wage statements to
13 PLAINTIFF and the CLASS, in violation of Labor Code §§ 226(a);
- 14 b. Whether DEFENDANTS paid PLAINTIFF and the CLASS their final wages
15 beyond the time frames set forth in Labor Code §§ 201-203;
- 16 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CLASS for their
17 vested vacation time at their final rate of pay in accordance with Cal. Lab. Code
18 § 227.3.

19 43. **Typicality:** The claims of the PLAINTIFF is typical of the CLASS because CNB
20 subjected all of their employees to identical violations of the California Labor Code, the PAGA and
21 California Business and Professions Code by, *inter alia*, failing to pay the PLAINTIFF and the
22 CLASS for their vested vacation at the time of their termination; failing to provide accurate
23 itemized wage statements for each pay period; and failing to pay their final wages beyond the time
24 frames set forth in Labor Code §§ 201-203.

25 44. **Adequacy of Representation:** PLAINTIFF is fully prepared to take all necessary
26 steps to represent fairly and adequately the interest of the members of the CLASS. PLAINTIFF
27 has no interests that are adverse to the interests of the CLASS. PLAINTIFF's attorneys are ready,
28 able and willing to fully and adequately represent the CLASS and PLAINTIFF.

1 45. **Superiority of Class Action:** A class action is superior to other available means for
2 the fair and efficient adjudication of this controversy. Individual joinder of all proposed members
3 of the CLASS is not practicable, and questions of law and fact common to the proposed CLASS
4 predominate over any questions affecting only individual members of the proposed CLASS. Each
5 member of the proposed CLASS has been damaged and is entitled to recovery by reason of
6 DEFENDANTS' illegal policies and/or practices.

7 46. Class action treatment will allow those similarly situated persons to litigate their
8 claims in the manner that is most efficient and economical for the parties and the judicial system.
9 PLAINTIFF is unaware of any difficulties that are likely to be encountered in the management of
10 this action that would preclude its maintenance as a class action. Individualized litigation would
11 also present the potential for inconsistent or contradictory judgments, in addition of duplication of
12 efforts and expenses.

13 **PLAINTIFF EXHAUSTED HER ADMINISTRATIVE REMEDIES**

14 47. PLAINTIFF met all the jurisdictional requirements of proceeding with claims for
15 civil penalties under the PAGA, codified at Labor Code, Section 2698 *et seq.* by timely giving
16 written notice in the manner required by Labor Code §2699.3 at the time of filing. Specifically, on
17 February 5, 2020, PLAINTIFF exhausted her administrative remedies by notifying DEFENDANTS
18 via certified U. S. Mail, by electronic mail to Labor and Workforce Development Agency
19 ("LWDA") (a true and correct copy is attached and incorporated by reference as Exhibit "3").

20 48. The notice filed with LWDA was accompanied by a filing fee of seventy-five
21 dollars (\$75) pursuant to § 2699.3(c)(1)(B). A true and correct copy is attached hereto as Exhibit
22 "4".

23 49. More than 65 days elapsed after PLAINTIFF's notification letter was sent to
24 LWDA; however, PLAINTIFF's counsel received no notice from LAWD stating their intention to
25 investigate or prosecute the claims.

26 50. Additionally, on February 5, 2020, Plaintiff obtained a Right to Sue Letter from the
27 Department of Fair Employment and Housing, attached hereto as Exhibit "5".

28 ///

FIRST CAUSE OF ACTION
UNLAWFUL FORFEITURE OF PAID TIME OFF
(CAL. LAB. CODE § 227.3)
(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AND ON BEHALF OF THE CLASS
AGAINST CNB)

51. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

52. Cal. Lab. Code § 2273. Provides in pertinent part:

“[W]henever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”

53. CNB’s vacation policy fails to comply with California law because CNB fails to pay employees for their unused vested vacation hours upon the termination of their employment. Additionally, CNB implements “Cliff Vesting” policy because it grants employees a lump sum of vacation upon reaching certain dates, by doing so it is ***improperly limiting*** its liability of having to pay out a pro rata share of the accrued vacation if the employee does not work until the date in which the vacation is granted.

54. PLAINTIFF and the CLASS worked sufficient amount of time for CNB to earn vacation hours. For instance, PLAINTIFF had accrued 198 hours of vacation but only received 10 hours of “vacation payout” as reflected on her final wage statement.

55. CNB caused PLAINTIFF’s and the CLASS’ vested but unused vacation hours to be forfeited and failed to pay the PLAINTIFF and the CLASS for their vested and unused vacation hours upon the termination of their employment.

56. Former employees of CNB that vested vacation hours but were not employed with CNB on January 1 of the year, were denied payment of their vacation time upon termination of their employment.

1 57. CNB's conduct as described herein constitutes a violation of California Labor Code
2 § 227.3 because it caused PLAINTIFF and the CLASS to unlawfully forfeit their vested vacation
3 time.

4 58. Furthermore, it is established that vacation pay is not a gratuity or a gift, but is, in
5 effect, additional wages for services performed. (*People v. Bishopp* (1976) 56 Cal. App. 3d Supp.
6 8, 11. Paid vacation is earned by labor performed throughout the year, and "vests" as it is earned.
7 Thus, an employee who works for some part of a year has a "vested" right to a proportionate share
8 of his or her vacation pay. "[V]acation pay is simply a form of deferred compensation. It would
9 seem clear that the purpose of [providing vacation pay] is to offer a reward of additional wages for
10 constant and continuous service.... there is an 'increasingly complex use of compensation in the
11 form of "fringe benefits," some types of which inherently are not payable until a time subsequent to
12 the work which earned the benefits. . . . " (233 F.2d at p. 110.)" *Suastez v. Plastic Dress-Up Co.*, 31
13 Cal. 3d 774, 779-780 citing *Posner v. Grunwald-Marx, Inc.* (1961) 56 Cal.2d 169, 186. "A
14 vacation with pay is in effect additional wages. It involves a reasonable arrangement to secure the
15 well being of employees and the continuance of harmonious relations between employer and
16 employee." (*In re Wil-Low Cafeterias* (2d Cir. 1940) 111 F.2d 429, 432.) The consideration for an
17 annual vacation is the employee's year-long labor. Only the time of receiving these "wages" is
18 postponed. (*Ibid.*)

19 59. PLAINTIFF and the CLASS have been damaged by CNB's seizure of their vacation
20 time (i.e. wages) and are entitled to repayment of those wages with interest thereon at the legal rate.

21 60. CNB's seizure of the PLAINTIFF's and the CLASS' vacation time was knowing
22 and willful. CNB has failed and refused to pay the wages that it has unlawfully collected and
23 received from PLAINTIFF and the CLASS.

24 WHEREFORE, PLAINTIFF and the CLASS seek to request relief as described below.

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SECOND CAUSE OF ACTION
FAILURE TO COMPLY WITH WAGE THEFT PREVENTION ACT
(VIOLATION OF CAL. LAB. CODE § 2810.5)
(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AND ON BEHALF OF THE
CLASS AGAINST CNB)

61. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

62. The California Wage Theft Prevention Act of 2011 ("WTPA") became effective on January 1, 2012. Among other provisions, the WTPA adds section 2810.5 to the California Labor Code. The act requires that all employers provide each employee with a written notice containing specified information. The notice must be in the language the employer normally uses to communicate employment-related information to the employee. Specifically, employers are required to provide each employee, at the time of hiring, with a written notice containing the following information: (1) the rate or rates of pay "and basis thereof," whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (2) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (3) the regular payday designated by the employer in accordance with the requirements of the Labor Code; (4) the name of the employer, including any "doing business as" names used by the employer; (5) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (6) the telephone number of the employer; (7) the name, address, and telephone number of the employer's workers' compensation insurance carrier; and (8) any other information the Labor Commissioner deems material and necessary.

63. PLAINTIFF was employed with CNB when Cal. Lab. Code § 2810.5 was in full force and effect.

64. PLAINTIFF was entitled to notice pursuant Cal. Lab. Code § 2810.5.

65. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship.

66. CNB willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5 in that DEFENDANTS failed to provide PLAINTIFF and the CLASS with the form titled, Notice to Employee Labor Code § 2810.5.

67. As a direct result of CNB's violations alleged herein, PLAINTIFF and the CLASS have suffered and continue to suffer loss of wages and compensation, all in amounts to be shown according to proof at trial and within the jurisdiction limitations of this Court.

68. PLAINTIFF seeks all available remedies for CNB's violations including, but not limited, to any and all wages due, penalties, monies, commissions, interest, attorney's fees, and costs to the extent permitted by law.

WHEREFORE, PLAINTIFF and the CLASS seek to request relief as described below.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(VIOLATION OF CAL. LAB. CODE §§ 226(a)
(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AND ON BEHALF OF THE
CLASS AGAINST CNB)

69. PLAINTIFFS repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

70. Labor Code § 226(a) requires employers, including CNB, to furnish their employees with each wage payment an accurate, itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and the portion of his or her social security number as required by law, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

71. CNB engages in a policy and practice of violating California Labor Code §§ 226(a), by failing to provide PLAINTIFF and the CLASS with accurate itemized wage statements in compliance with the statutory requirement of §226(a) as a result of its Cliff Vesting policy.

72. CNB knew or should have known that PLAINTIFF and the CLASS were entitled to receive accurate wage statements. In violation of the California Labor Code, CNB failed to provide

1 PLAINTIFF and the CLASS members with itemized wage statements or separate written
2 statements *accurately* showing this information.

3 73. PLAINTIFF and the CLASS, suffered and continue to suffer injuries, including
4 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
5 expenses and attorney's fees in seeking to compel CNB to fully perform its obligations under state
6 law, all to their respective damage in amounts according to proof at trial. Pursuant to Labor Code
7 §§ 226(e)(2) and 226(c)(2)(B)(i), PLAINTIFF and the CLASS are deemed to have suffered injury
8 as a result of CNB's failure to provide accurate and complete information as required by Labor
9 Code § 226(a).

10 74. Labor Code § 226, in part, permits employees suffering injury to collect actual
11 damages or the amount specified in Labor Code§ 226. Thus, Labor Code§ 226(e) requires CNB to
12 pay the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a
13 violation occurred and one hundred dollars (\$100.00) per employee for each violation in
14 subsequent pay periods, plus attorney's fees and costs, to each member of the CLASS, including
15 PLAINTIFF, who were injured by CNB's failure to comply with Labor Code § 226(a). The exact
16 amount of the applicable penalty is all in an amount to be shown according to proof at trial.

17 75. Furthermore, Labor Code § 226(g) permits an employee to bring an action for
18 injunctive relief to ensure compliance with Labor Code § 226. Thus, PLAINTIFF and the CLASS
19 additionally seek injunctive relief to ensure compliance with Labor Code § 226.

20 76. PLAINTIFF seeks all available remedies for CNB's violations including, but not
21 limited to, any and all wages due, actual damages, penalties, payments pursuant to Labor Code §
22 226(e) and 226.3, monies, interest, attorney's fees, costs and injunctive relief.

23 WHEREFORE, PLAINTIFF prays for relief as hereinafter requested.

24
25 **FOURTH CAUSE OF ACTION**
26 **WAITING TIME PENALTIES**
27 **(VIOLATION OF CAL. LAB. CODE § 201, 202, 203)**
28 **(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AND ON BEHALF OF THE CLASS**
AGAINST CNB)

77. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs

1 as though fully set forth in this cause of action, and incorporates them by reference, and further
2 alleges:

3 78. At all times herein mentioned, PLAINTIFF and the CLASS were employees of
4 CNB. CNB was subject to California law.

5 79. California Labor Code §§ 201 and 202 require that an employer promptly pay all
6 wages due to quitting or discharged employees. Labor Code section 203 provides a penalty for the
7 willful failure to pay all wages due to an employee who is discharged under section 201 or quit
8 under § 202. This penalty consists of an amount equal to the sum of the employee's wages at the
9 employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the
10 equivalent of 30 days' pay.

11 80. As set forth in § 201, upon the end of the PLAINTIFF's and the CLASS'
12 employment, CNB was obligated to pay all compensation earned and unpaid at the time of
13 termination. CNB failed to do so.

14 81. At the time of termination of the PLAINTIFF and the CLASS, CNB failed to timely
15 pay the PLAINTIFF and the CLASS for their vest vacation time as described above and failed to
16 pay PLAINTIFF and Aggrieved Women Employees, as described below, equal wages to the
17 opposite sex in violation of Cal. Lab. Code § 1197.5(a). Under section 203, CNB is obligated to
18 pay PLAINTIFF and the CLASS waiting-time penalty equivalent to thirty (30) full working days'
19 worth of wages. CNB violated 201-203 by willfully failing to pay all accrued wages due to
20 PLAINTIFF and Aggrieved Women Employees at CNB who have been discharge or who have
21 quit.

22 82. For its violations, CNB is also liable for civil penalty under PAGA of \$100 for the
23 first pay period and \$200 for the following pay period violations. Additionally, PLAINTIFF seeks
24 costs, interest, disbursements, and attorneys' fees, as provided by Labor Code §§ 218.5 and 218.6,
25 1194(a), under PAGA and any other relevant statutes.

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FIFTH CAUSE OF ACTION
INJUNCTIVE RELIEF

(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AND ON BEHALF OF THE CLASS AND AGGRIEVED WOMEN EMPLOYEES AGAINST DEFENDANTS)

83. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

84. DEFENDANTS unlawful conduct of failing to comply with California law, including but not limited to, Cal. Lab. Code §§ 227.3 and 1197.5 threatens real and immediate harm to PLAINTIFF, Aggrieved, Women Employees, and the CLASS who will suffer irreparable harm.

85. PLAINTIFF is therefore entitled to an order restraining and ordering DEFENDANTS, representatives, attorneys, servants, and agents from further harm pending final judgment on this matter.

SIXTH CAUSE OF ACTION
CONVERSION

(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AGAINST CNB)

86. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

87. CNB wrongfully failed to pay the PLAINTIFF her earned wages, which PLAINTIFF was entitled to receive pursuant to the Core Banking Team Incentive Plan (“CBTIP”). The CBTIP, is paid quarterly and is based upon team performance and PLAINTIFF’s individual performance as measured against pre-established goals.

88. Under the CBTIP, PLAINTIFF’s target incentive opportunity was 10%⁴ of her quarterly eligible pay earned. CNB, however, failed to pay the PLAINTIFF her bonus, which she was entitled to receive.

⁴ The “actual incentive received may be more .. than target depending on company profitability and bank individual performance.”

1 89. California Labor Code § 200 defines wages as,

2 (a) “Wages” includes all amounts for labor performed by employees of every description,
3 whether the amount is fixed or ascertained by the standard of time, task, piece,
4 commission basis, or other method of calculation.

5 (b) “Labor” includes labor, work, or service whether rendered or performed under
6 contract, subcontract, partnership, station plan, or other agreement if the labor to be paid
7 for is performed personally by the person demanding payment.

8 90. The amount of earned but unpaid bonuses that the PLAINTIFF was entitled to
9 receive pursuant to the CBTIP constitute “wages” within the meaning of § 200 of the California
10 Labor Code because PLAINTIFF was promised additional compensation as an incentive for the
11 performance of such services to the benefit of the CNB.

12 91. Such wages and compensation belonged to the PLAINTIFF at the time the labor and
13 services were satisfactorily provided to DEFENDANTS, and accordingly, such wages and
14 compensation are the property of the PLAINTIFF, not the CNB. CNB unjustly reaped the benefits
15 of the services and labor performed by PLAINTIFF but failed to pay her for her labor.

16 92. CNB knowingly and intentionally failed to pay PLAINTIFF her share of the CBTIP
17 at the time of the termination of her employment. Instead, CNB converted PLAINTIFF’s rightfully
18 earned wages and converted them to its own use and benefits.

19 93. PLAINTIFF has been injured by CNB’s intentional conversion of such wages and
20 compensation. PLAINTIFF is entitled to immediate possession of all amounts converted by CNB,
21 with interest, as well as any and all profits that CNB acquired by their unlawful conversion.

22 94. CNB’s action constituting conversion were oppressive, malicious, and fraudulent,
23 and were concealed by CNB, and each of them, from the PLAINTIFF as hereinbefore alleged.

24 95. PLAINTIFF has been injured by CNB’s oppressive, malicious, intentional, and
25 fraudulent actions, entitling PLAINTIFF to punitive and exemplary damages.

26 96. PLAINTIFF seeks all available remedies for CNB’s violations including any and all
27 wages due, penalties, monies, interest, attorney’s fees, and costs to the extent permitted by law.

28 WHEREFORE, PLAINTIFF prays for relief as hereinafter requested.

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SEVENTH CAUSE OF ACTION
FOR PENALTIES, PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF CAL.
LAB. CODE §§ 201-203; 226; 1197.5; 1198.5; 2810.5; 227.3; 1102.5
(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AND ON BEHALF OF THE
LWDA AND CLASS AGAINST CNB)

97. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

98. Cal. Labor Code § 2698 et seq., the Labor Code Private Attorney General Act of 2004 expressly establishes that any provision of the Cal. Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards agencies or employees for a violation of the Cal. Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current or former employees.

99. Whenever the Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitation and conditions, to assess a civil penalty.

100. PLAINTIFF, and the CLASS are “aggrieved employees” as defined by Cal. Labor Code § 2699 in that they are all current and former employees of CNB, and one or more of the alleged violations was committed against them.

101. Having complied with the Notice and administrative provisions of PAGA, PLAINTIFF holds the right to bring an action on behalf of herself and other employees acting as a proxy of the LWDA.

102. Pursuant to Labor Code § 2699 *et seq.*, PLAINTIFF seeks to recover civil penalties for which CNB is liable as a result of violations of the Labor Code, as set forth in this Complaint and the Labor Code Private Attorney General Notice attached hereto as Exhibits “3” and incorporated by reference including, but not limited to, violations of labor code §§ 201-203; 226; 1197.5; 1198.5; 2810.5; 227.3; 1102.5.

103. As a result of the violations alleged herein, PLAINTIFF, individually and on behalf

of all aggrieved employees in their capacity as private attorneys general seek penalties under Labor Code § 2699(f), which states in relevant part:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions as follows: ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

104. To the extent that any violation alleged herein does not carry penalties under Cal. Labor Code § 2699(a), PLAINTIFF seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for PLAINTIFF and each member of the CLASS for each pay period in which they were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f).

105. For each such violations, PLAINTIFF and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial. The penalties will be allocated 75% to LWDA, and 25% to the CLASS, (i.e. affected employees.)

106. Pursuant to Cal. Labor Code §§2699(g)(1) PLAINTIFF is entitled to seek and recover reasonable attorneys' fees and costs.

107. PLAINTIFF, on behalf of herself and the CLASS, requests relief through PAGA as described herein and below.

EIGHTH CAUSE OF ACTION

VIOLATIONS OF CALIFORNIA'S EQUAL PAY ACT CAL. LAB. CODE § 1197.5 (ALLEGED BY THE PLAINTIFF INDIVIDUALLY AND ON BEHALF OF LWDA AND CLASS WHO ARE AGGRIEVED WOMEN EMPLOYEES AGAINST CNB)

108. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

109. PLAINTIFF brings this cause of action on behalf of herself and each woman member of the CLASS in which they were "aggrieved employees" ("Aggrieved Women Employees") under PAGA for one-year before the PAGA Notice Letter was issued. As a result of CNB's misconduct, PLAINTIFF seeks penalties and attorney's fees and costs under the PAGA.

110. This cause of action does not necessarily have to be maintained as a class action

1 under California Code of Civil Procedure § 382 because it is a representative, state-enforcement
2 PAGA action. Specifically, this cause of action needs no certification to proceed with class-wide
3 recovery. *Arias v. Superior Court*, 46 Cal.4th 969, 970-75 (2009).

4 111. Cal. Lab. Code § 1197.5(a) provides that:

5 "No employer shall pay any individual in the employer's employ at wage rates less than the
6 rates paid to employees of the opposite sex in the same establishment for equal work on
7 jobs the performance of which requires equal skill, effort, and responsibility, and which are
8 performed under similar working conditions, except where the payment is made pursuant to
a seniority system, a merit system, a system which measures earnings by quantity or quality
of production, or a differential based on any bona fide factor other than sex."

9 112. Cal. Lab. Code § 1197.5(b) goes on to further state that

10 "Any employer who violates subdivision (a) is liable to the employee affected in the amount
11 of the wages, and interest thereon, of which the employee is deprived by reason of the
violation, and in an additional equal amount as liquidated damages."

12 113. Finally, pursuant to Cal. Lab. Code § 1197.5(g):

13 "Any employee receiving less than the wage to which the employee is entitled under this
14 section may recover in a civil action the balance of the wages, including interest thereon,
15 and an equal amount as liquidated damages, together with the costs of the suit and
reasonable attorney's fees, notwithstanding any agreement to work for a lesser wage."

16 114. PLAINTIFF is informed and believes and based there on alleges that she received
17 lesser wages than similarly situated employees of the opposite sex.

18 115. PLAINTIFF worked as "Vice President, Senior Client Manager", and was paid
19 \$6,901.67 per month.

20 116. PLAINTIFF is informed and believes, and based thereon alleges CNB paid several
21 less-qualified underperforming men *tens of thousands of dollars* more per year than it paid
22 PLAINTIFF and other Aggrieved Women Employees for performing substantially similar work.

23 117. From the start, PLAINTIFF was underpaid compared to her male counterparts
24 particularly given her responsibilities and contributions to CNB.

25 118. CNB violated California Equal Pay Act by failing to provide equal pay to its female
26 employees. CNB discriminated against PLAINTIFF and Aggrieved Women Employees by
27 subjecting them to discriminatory pay, raises, and/or bonuses, discriminatory denials of promotions
28

1 and other advancement opportunities that would result in higher compensation, and other forms of
2 discrimination in violation of the California Equal Pay Act.

3 119. CNB caused, attempted to cause, contributed to, or caused the continuation of, the
4 wage rate discrimination based on sex in violation of the California Equal Pay Act. Moreover,
5 CNB willfully violated the California Equal Pay Act by intentionally, knowingly, and deliberately
6 paying women less than men.

7 120. CNB deprived PLAINTIFF and Aggrieved Women Employees of timely payment
8 of their wages earned and owing at regularly scheduled intervals throughout their employment in
9 violation of Cal. Lab. Code §§ 204 and 204.2.

10 121. CNB's acts constitute continuing and ongoing unlawful activity prohibited by the
11 California Labor Code and therefore, these acts constitute violations of the PAGA.

12 122. PLAINTIFF and Aggrieved Women Employees have been harmed by the CNB's
13 unlawful violation of California's Equal Pay Act, and as such are entitled to and seek all back
14 wages and liquidated damages, including reasonable attorney's fees and costs, and prejudgment
15 interest, according to proof, as provided for under Cal. Lab. Code §§ 1197.5, and 2699(f).
16 Specifically, under the PAGA, Plaintiff and other aggrieved employees seek default penalty in the
17 amounts stated pursuant to Lab. Code §§ 210 and 2699.

18 123. Cal. Lab. Code § 2699(g) further provides that any employee who prevails in an
19 action for civil penalties is entitled to an award of reasonable attorney's fees and costs.
20 PLAINTIFF hereby seek to recover attorneys' fees and costs under this one-way fee and cost
21 shifting statute.

22
23 **NINTH CAUSE OF ACTION**
24 **AGE DISCRIMINATION IN VIOLATION OF CAL. GOV. CODE §12940**
(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)

25 124. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
26 as though fully set forth in this cause of action, and incorporates them by reference, and further
27 alleges:

28 125. At all times herein mentioned, CNB employed five (5) or more persons, and

1 Government Code sections 12900 *et seq.* were in full force and effect and were binding on CNB.
2 These sections require CNB to refrain from discriminating against any employee on the basis of
3 age, among other things.

4 126. PLAINTIFF is a member of a protected class within the meaning of the aforesaid
5 Government Code sections. At all material times hereto, PLAINTIFF satisfactorily performed her
6 duties and responsibilities as expected by DEFENDANTS.

7 127. PLAINTIFF believes and thereon alleges that her age was a factor in CNB's actions
8 including harassing and terminating her as set forth hereinabove. Such discrimination is in violation
9 of Government Code section 12940 *et seq.* and has resulted in damage and injury to PLAINTIFF as
10 alleged herein.

11 128. As a proximate result of CNB's willful, knowing, and intentional discrimination
12 against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses in
13 earnings and other employment benefits.

14 129. As a direct and proximate result of DEFENDANTS' unlawful conduct, PLAINTIFF
15 has sustained and continues to sustain physical injuries, pain and suffering, and extreme and severe
16 mental anguish and emotional distress; PLAINTIFF has incurred and will continue to incur medical
17 expenses for treatment, and for incidental medical expenses; and PLAINTIFF has suffered and
18 continues to suffer a loss of earnings, stock options and other employment benefits. PLAINTIFF is
19 thereby entitled to general and compensatory damages in amounts to be proven at trial.

20 130. DEFENDANTS' conduct as described above was willful, despicable, knowing, and
21 intentional; accordingly, PLAINTIFF seeks an award of punitive and exemplary damages in an
22 amount according to proof.

23 131. In addition, pursuant to Government Code 12965(b), PLAINTIFF is entitled to her
24 attorneys' fees in prosecuting this lawsuit.

25 **TENTH CAUSE OF ACTION**
26 **RACE DISCRIMINATION IN VIOLATION OF CAL. GOV. CODE §12940**
27 **(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)**

28 132. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
as though fully set forth in this cause of action, and incorporates them by reference, and further

1 alleges:

2 133. At all times herein mentioned, CNB employed five or more persons, and
3 Government Code sections 12900 *et seq.* were in full force and effect and were binding on CNB.
4 These sections require CNB to refrain from discriminating against any employee on the basis of
5 race, among other things.

6 134. PLAINTIFF is a member of a protected class within the meaning of the aforesaid
7 Government Code sections. At all material times hereto, PLAINTIFF satisfactorily performed her
8 duties and responsibilities as expected by DEFENDANTS.

9 135. PLAINTIFF believes and thereon alleges that her race was a factor in CNB's actions
10 including harassing and terminating her as set forth hereinabove. Such discrimination is in violation
11 of Government Code section 12940 *et seq.* and has resulted in damage and injury to PLAINTIFF as
12 alleged herein.

13 136. As a proximate result of CNB's willful, knowing, and intentional discrimination
14 against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses in
15 earnings and other employment benefits.

16 137. As a direct and proximate result of DEFENDANTS' unlawful conduct, PLAINTIFF
17 has sustained and continues to sustain physical injuries, pain and suffering, and extreme and severe
18 mental anguish and emotional distress; PLAINTIFF has incurred and will continue to incur medical
19 expenses for treatment, and for incidental medical expenses; and PLAINTIFF has suffered and
20 continues to suffer a loss of earnings, stock options and other employment benefits. PLAINTIFF is
21 thereby entitled to general and compensatory damages in amounts to be proven at trial.

22 138. DEFENDANTS' conduct as described above was willful, despicable, knowing, and
23 intentional; accordingly, PLAINTIFF seeks an award of punitive and exemplary damages in an
24 amount according to proof.

25 139. In addition, pursuant to Government Code 12965(b), PLAINTIFF is entitled to her
26 attorneys' fees in prosecuting this lawsuit.

27 ///

ELEVENTH CAUSE OF ACTION
**DISABILITY DISCRIMINATION IN VIOLATION OF FEHA (DISCHARGE/
DISCRIMINATION IN TERMS, CONDITIONS, OR PRIVILEGES OF
EMPLOYMENT)**
(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)

140. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

141. California Government Code Section 12940(a) prohibits an employer from discriminating against any employee on the basis of disability. Pursuant to California Government Code Section 12926.1(b), “disability” includes, without limitation, protection from discrimination due to actual or perceived physical or mental condition that is disability, potentially disability, or perceived as disability or potentially disabling.

142. PLAINTIFF is a disabled individual because she suffered from physical disabilities which limited her ability to engage in life activities, including work. Moreover, PLAINTIFF was perceived as disable by DEFENDANTS. PLAINTIFF is further informed and believes, and based thereon alleges, that she was retaliated against and terminated because she was actually disabled and/or perceived as disable.

143. As a proximate result of DEFENDANTS’ discrimination against PLAINTIFF, she has suffered and continues to suffer compensatory damages, including without limitation, lost wages, loss of future earnings and earning capacity, loss of bonuses, emotional distress, mental anguish, embarrassment, humiliation, loss of future advancement, and damage to his reputation in the business community, in the amount according to proof at the time of trial, which is in excess of the jurisdictional minimum for this lawsuit to qualify as unlimited civil action. PLAINTIFF claims such amounts as damages, together with prejudgment interest accruing from the date of the filing of this action pursuant to California Civil Code Section 3281 and/or 3288, and/or any other provision of law providing for prejudgment interest.

144. As a proximate result of DEFENDANTS’ discrimination against PLAINTIFF, she has been forced to hire attorneys to prosecute the claims alleged herein, and has incurred and is expected to continue to incur attorneys’ fees. Pursuant to California Government Code Section

1 12964(b), PLAINTIFF requests the award of attorneys' fees against DEFENDANTS.

2 145. DEFENDANTS committed the acts alleged maliciously, fraudulently, and
3 oppressively, callously, in bad faith, with the wrongful intent of injuring the PLAINTIFF, and in
4 conscious disregard of PLAINTIFF'S rights and safety. As such, PLAINTIFF is entitled to an
5 award of punitive damages in an amount according to proof.

6
7 **TWELFTH CAUSE OF ACTION**
8 **HOSTILE WORK ENVIRONMENT HARASSMENT IN VIOLATION OF CAL.**
9 **GOV. CODE §12940(j)**
10 **(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)**

11 146. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
12 as though fully set forth in this cause of action, and incorporates them by reference, and further
13 alleges:

14 147. The actions of DEFENDANTS, as described in this Complaint, constitute unlawful
15 harassment and discrimination.

16 148. The harassment and discrimination by DEFENDANTS created a hostile,
17 intimidating, abusive, and oppressive work environment for PLAINTIFF, whereby the condition of
18 her employment was adversely affected. Moreover, the harassment and discrimination impeded
19 PLAINTIFF's progress and the enjoyment of her employment with DEFENDANTS.

20 149. DEFENDANTS' harassing conduct was so severe and pervasive, any reasonable
21 person in PLAINTIFF's circumstances would have considered the work environment to be hostile
22 or abusive and PLAINTIFF was in fact considered the work environment to be hostile and abusive.

23 150. DEFENDANTS' harassment and discrimination described in this Complaint violate
24 the FEHA as promulgated in Government Code Section §12940 *et seq.* and other state statutes that
25 prohibit harassment and discrimination in employment, including the California Constitution and
26 Civil Rights Act, as amended by creating a hostile work environment and harassing PLAINTIFF
27 because of her age, race, disability, engagement in protected activities, and/or complaints or some
28 combination of these protected characteristics, as set forth herein.

151. As a direct and proximate result of DEFENDANT's harassment and discrimination,
PLAINTIFF has suffered and will continue to suffer damages in an amount within the jurisdiction

1 of this Court, the exact amount to be proven at trial. Such damages include loss of salary and other
2 valuable employment benefits, prejudgment interest and interest on the sum of damages at the legal
3 rate, and other consequential damages, including damages for shame, humiliation, mental anguish,
4 and emotional distress caused by the conduct of DEFENDANTS and each of them.

5 152. In addition, pursuant to Government Code 12965(b), PLAINTIFF is entitled to her
6 attorneys' fees in prosecuting this lawsuit.

7 153. The aforementioned acts of DEFENDANTS' individually, or by and through their
8 managing agents, officers, and/o directors were willful, wanton, malicious, intentional, oppressive,
9 and despicable, and were done in willful and conscious disregard of the rights of PLAINTIFF, and
10 each of them, and were done by managerial agents and employees of DEFENDANTS, or with the
11 express knowledge, consent, and ratification of managerial employees of DEFENDANTS, with the
12 intent to vex, injure, and annoy PLAINTIFF, such as to constitute oppression, fraud, or malice
13 pursuant to California Civil Code § 3294, entitling PLAINTIFF to punitive and exemplary
14 damages in a sum which is an amount appropriate to punish and set an example of
15 DEFENDANTS, and each of them, to deter such conduct in the future, and to set an example for
16 others.

17 **THIRTEENTH CAUSE OF ACTION**
18 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION IN**
19 **VIOLATION OF CAL. GOV. CODE § 12940, *ET SEQ.***
20 **(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AGAINST CNB)**

21 154. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
22 as though fully set forth in this cause of action, and incorporates them by reference, and further
23 alleges:

24 155. At all times mentioned herein, the FEHA, including but not limited to FEHA
25 Sections 12940 (j) and (k), were in full force and effect and were binding upon DEFENDANTS
26 and each of them. These sections impose on an employer a duty to take immediate and appropriate
27 corrective action to end discrimination and harassment and take all reasonable steps necessary to
28 prevent discrimination, harassment, and retaliation from occurring. DEFENDANTS violated these
subsections of the FEHA and breached their duty by failing to take all reasonable steps necessary to

1 prevent discrimination, harassment and retaliation from occurring.

2 156. DEFENDANTS, and each of them, harassed and discriminated against the
3 PLAINTIFF, because of her age, race, disability, engagement in protected activities, and/or
4 complaints or some combination of these protected characteristics, as set forth herein.

5 157. CNB, knew that TANG-PARADIS was discriminating and harassing PLAINTIFF
6 because of her age, race, disability, engagement in protected activities, and/or complaints or some
7 combination of these protected characteristics but DEFENDANTS failed to take immediate and
8 appropriate corrective action to end the discrimination, harassment, and retaliation. CNB also
9 failed to take all reasonable steps necessary to prevent the harassment and discrimination from
10 occurring.

11 158. In failing and/or refusing to take immediate and appropriate corrective action to end
12 the discrimination, harassment, and retaliation, and in failing and/or refusing to take reasonable
13 steps necessary to prevent harassment, discrimination, and retaliation from occurring, CNB
14 violated FEHA Sections 12940 (j) and (k), causing PLAINTIFF to suffer damages, as set forth
15 above.

16 159. As a proximate result of the aforesaid acts of DEFENDANTS, and each of them,
17 PLAINTIFF have suffered actual, consequential and incidental financial losses, including without
18 limitation, loss of salary and benefits, all in an amount subject to proof at the time of trial.
19 PLAINTIFF claim such amounts as damages pursuant to Civil Code § 3287 and/or § 3288 and/or
20 any other provision of law providing for prejudgment interest.

21 160. As a proximate result of the wrongful acts of DEFENDANTS, and each of them,
22 PLAINTIFF, has suffered and continues to suffer emotional distress, anger, humiliation, mental
23 anguish, and embarrassment. PLAINTIFF is informed and believes and thereupon alleges that he
24 will continue to experience said emotional suffering for a period in the future not presently
25 ascertainable, all in an amount subject to proof at the time of trial.

26 161. As a proximate result of the wrongful acts of DEFENDANTS, and each of them,
27 PLAINTIFF has been forced to hire attorneys to prosecute her claims herein and has incurred and
28 is expected to continue to incur attorneys' fees and costs in connection therewith. PLAINTIFF is

entitled to recover attorneys' fees and costs under California Government Code § 12965(b).

162. The aforementioned acts of DEFENDANTS' individually, or by and through their managing agents, officers, and/o directors were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of PLAINTIFF, and each of them, and were done by managerial agents and employees of DEFENDANTS, or with the express knowledge, consent, and ratification of managerial employees of DEFENDANTS, with the intent to vex, injure, and annoy PLAINTIFF, such as to constitute oppression, fraud, or malice pursuant to California Civil Code § 3294, entitling PLAINTIFF to punitive and exemplary damages in a sum which is an amount appropriate to punish and set an example of defendants, and each of them, to deter such conduct in the future, and to set an example for others.

FOURTEENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF CAL. GOV. CODE § 12940(h)
(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)

163. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

164. At all times hereto, the FEHA was in full force and effect and was binding upon DEFENDANTS and each of them. *Gov. Code* § 12940(h) makes it unlawful for an employer to retaliate against an employee because of the employee's opposition to any practice forbidden by FEHA, including but not limited to, opposing employment practices that the employee reasonably believes exist and further believes are in violation of FEHA, as well as participating in any activity the employer perceives as being in opposition to discrimination, whether intended or not by the employee expressing the opposition.

165. PLAINTIFF engaged in protected activities of complaining about and protesting DEFENDANTS' discriminatory treatment, and also protesting DEFENDANTS' retaliatory treatment.

166. Subsequent to PLAINTIFF'S complaints DEFENDANTS took adverse actions against PLAINTIFF, including but not limited, terminating her employment for no legitimate

1 reason.

2 167. DEFENDANTS' behavior constitutes unlawful retaliation against PLAINTIFF for
3 exercising her legal rights to protest both harassment and discrimination in the workplace.
4 DEFENDANTS conduct is unlawful retaliation in violation of the FEHA promulgated in
5 Government Code §12940(h).

6 168. PLAINTIFF is informed and believes, and based thereon alleges, that the above acts
7 of retaliation committed by DEFENDANTS were done with the knowledge, consent, and/or
8 ratification of, or at the direction of, each other DEFENDANTS and the other managers.

9 169. As a direct and proximate result of DEFENDANT'S harassment, discrimination,
10 and retaliation, PLAINTIFF has suffered and will continue to suffer damages in an amount within
11 the jurisdiction of this Court, the exact amount to be proven at trial. Such damages include loss of
12 salary and other valuable employment benefits, prejudgment interest and interest on the sum of
13 damages at the legal rate, and other consequential damages, including damages for shame,
14 humiliation, mental anguish, and emotional distress caused by the conduct of DEFENDANTS and
15 each of them.

16 170. In addition, pursuant to Government Code §2965(b), PLAINTIFF is entitled to his
17 attorneys' fees in prosecuting this lawsuit.

18 171. The aforementioned acts of DEFENDANTS' individually, or by and through their
19 managing agents, officers, and/o directors were willful, wanton, malicious, intentional, oppressive,
20 and despicable, and were done in willful and conscious disregard of the rights of PLAINTIFF, and
21 each of them, and were done by managerial agents and employees of DEFENDANTS, or with the
22 express knowledge, consent, and ratification of managerial employees of DEFENDANTS, with the
23 intent to vex, injure, and annoy PLAINTIFF, such as to constitute oppression, fraud, or malice
24 pursuant to California Civil Code § 3294, entitling PLAINTIFF to punitive and exemplary
25 damages in a sum which is an amount appropriate to punish and set an example of
26 DEFENDANTS, and each of them, to deter such conduct in the future, and to set an example for
27 others.

FIFTEENTH CAUSE OF ACTION
WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY
(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)

172. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

173. Under California law, no employee, whether they are “at will” employee, or an employee under a written or other employment contract, can be terminated for a reason that is in violation of a fundamental public policy, or because they report behavior of their employer that they reasonably believe constitutes discriminatory or illegal conduct. In recent years, the California Supreme Court has interpreted a fundamental public policy to be any articulated constitutional, statutory provision, or regulation that is concerned with a matter affecting society at large rather than a purely personal or proprietary interest of the employee or the employer. Moreover, the public policy must be fundamental, substantial and well established at the time of discharge.

174. PLAINTIFF’s exercising her legal rights to protest harassment, unequal treatment, failure to pay wages, and discrimination in the workplace, as stated in this Complaint, was a substantial factor in DEFENDANTS’ decision to terminate her.

175. PLAINTIFF’s discharge was wrongful and it violated the fundamental public policy of this State prohibiting discrimination on the basis of race and engagement in a protected activity. This public policy is embodied in following public policy statutes:

a. California Fair Employment and Housing Act, California Government Code Section 12940(a), which prohibits discrimination and/or harassment against an employee based on race;

b. California Government Code Section 12940(i), which prohibits ratification of unlawful conduct by an employer;

c. California Government Code Section 12940(j), under which an employer is strictly liable for a supervisor’s harassment of a subordinate, and for the unlawful acts of non-

1 supervisory employees and/or third persons whom the employer knows or should have
2 known have committed discriminatory or harassing acts against an employee;

3 d. California Government Code Section 12940(k), which requires an employer to take
4 all reasonable steps to prevent harassment and discrimination from occurring in the
5 workplace;

6 176. PLAINTIFF believes and thereon alleges that her age, race, and engaging in
7 protected activity by complaining of harassment, discrimination, and retaliation and protesting
8 DEFENDANTS' unlawful acts, were substantial and motivating factors in DEFENDANTS'
9 conduct as alleged herein. As a direct proximate result of the wrongful acts of DEFENDANTS,
10 and each of them, PLAINTIFF has suffered and continues to suffer actual, consequential and
11 incidental financial losses, including without limitation, loss of salary and benefits, emotional
12 distress, humiliation, mental anguish, anger, and embarrassment, all in an amount subject to proof
13 at the time of trial.

14 177. The aforementioned acts of DEFENDANTS' individually, or by and through their
15 managing agents, officers, and/o directors were willful, wanton, malicious, intentional, oppressive,
16 and despicable, and were done in willful and conscious disregard of the rights of PLAINTIFF, and
17 each of them, and were done by managerial agents and employees of DEFENDANTS, or with the
18 express knowledge, consent, and ratification of managerial employees of DEFENDANTS, with the
19 intent to vex, injure, and annoy PLAINTIFF, such as to constitute oppression, fraud, or malice
20 pursuant to California Civil Code § 3294, entitling PLAINTIFF to punitive and exemplary
21 damages in a sum which is an amount appropriate to punish and set an example of
22 DEFENDANTS, and each of them, to deter such conduct in the future, and to set an example for
23 others.

24 ///

25 ///

26 ///

27 ///

SIXTEENTH CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)

178. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

179. The wrongful and unlawful practices and other misconduct set forth herein, committed by DEFENDANTS, as herein allege, exceeded the normal risks of employment relationship that PLAINTIFF had with employer. DEFENDANTS wrongfully, willfully, and/or intentionally sought to inflict emotional distress upon PLAINTIFF through the conduct, actions and/or omissions described herein. As such the subject conduct was so extreme and outrageous that it exceeded the boundaries of decency in a civilized society and lies outside the compensation bargain.

180. DEFENDANTS were in a position of power over PLAINTIFF with the potential to abuse that power. PLAINTIFF was in a vulnerable position because of her relative lack of power; she depended on her employment for her self-esteem and sense of belonging; she relied upon her employment as a source of income for her support and the support of her family; and the wrongful termination of her employment harmed her ability to find other comparable employment. DEFENDANTS were aware of this vulnerability and the reasons for it.

181. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS knew, must have known, should have known, or had reason to know that their conduct, as herein alleged, was substantially certain to inflict emotional distress upon PLAINTIFF. As such DEFENDANTS' conduct was intentional, malicious and carried out with a deliberate, conscious and/or reckless disregard of the high degree of probability that such conduct would inflict extreme emotional distress upon the PLAINTIFF. Additionally, the aforesaid conduct was also in direct violation of California law and public policy.

182. Therefore, as a direct, foreseeable, legal and proximate result of said DEFENDANTS' intentional, willful, deliberate conduct, as herein allege, PLAINTIFF suffered and continue to suffer loss of her reputation, shame, mortification, humiliation, embarrassment, severe

1 mental and emotional distress and anguish as well as severe anxiety, trepidation, apprehension,
2 panic, dread, fear, worry, and hurt feelings all of her damages in an amount to be proven at trial.
3 DEFENDANTS' discharge of PLAINTIFF and the manner in which they accomplished it was
4 outrageous in that PLAINTIFF was discriminated against and terminated because of her race and
5 because of she protested to DEFENDANTS' unlawful actions, and in that DEFENDANTS at all
6 times intended to discriminate against and discharge PLAINTIFF, leaving PLAINTIFF without her
7 employment and without the income, sense of self-worth, and security that she derived from her
8 employment, and that DEFENDANTS knew she derived from her employment. The acts,
9 omissions, and conduct of DEFENDANTS was and continues to be oppressive, deliberate,
10 intentional, reprehensible, and malicious and was carried out in conscious disregard of their
11 probable outcome.

12 183. DEFENDANTS acted in a willful, deliberate and intentional manner and their
13 conduct was and continues to be despicable, malicious and outrageous in that it has caused and
14 continues to cause PLAINTIFF to needlessly suffer cruel and unjust hardship. Thus,
15 DEFENDANTS' conduct, actions and/or omissions, as herein set forth, justify an award of punitive
16 damages in an amount sufficient to deter them from ever engaging in such conduct again in the
17 future.

18 **SEVENTEENTH CAUSE OF ACTION**
19 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
20 **(ALLEGED BY THE PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)**

21 184. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
22 as though fully set forth in this cause of action, and incorporates them by reference, and further
23 alleges:

24 185. DEFENDANTS conduct cause PLAINTIFF to suffer serious emotional distress.

25 186. DEFENDANTS' failure to treat PLAINTIFF equally as other employees that were
26 not perceived as traitors because of their engagement of protected activity, and DEFENDANTS'
27 failure to treat her as other employees despite the fact that she was perceived as having engaged in
28 protected activity, was a breach of their duty as employers under the laws of the State of California.

187. DEFENDANTS acts and omissions directly and proximately caused PLAINTIFF to

1 suffer and continue to suffer anguish, fright, horror, nervousness, grief, anxiety, worry, shock,
2 humiliation, and shame, such that an ordinary, reasonable person would be unable to cope with it.

3 188. As a direct result of their failure to treat her equally, refrain from discriminating and
4 retaliating against her, caused her great emotional distress. This distress was compounded when she
5 was terminated.

6 WHEREFORE, PLAINTIFF seeks the relief as described below.

7
8 **EIGHTEENTH CAUSE OF ACTION**
9 **WHISTLEBLOWER VIOLATIONS**
10 **CAL. LAB. CODE § 1102.5**

11 **(ALLEGED BY PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)**

12 189. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
13 as though fully set forth in this cause of action, and incorporates them by reference, and further
14 alleges:

15 California Labor Code § 1102.5(a) provides: “An employer, or any person acting on behalf
16 of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing
17 an employee from disclosing information to a government or law enforcement agency, to a
18 person with authority over the employee, or to another employee who has authority to
19 investigate, discover, or correct the violation or noncompliance, or from providing
20 information to, or testifying before, any public body conducting an investigation, hearing,
21 or inquiry, if the employee has reasonable cause to believe that the information discloses a
22 violation of state or federal statute, or a violation of or noncompliance with a local, state, or
23 federal rule or regulation, regardless of whether disclosing the information is part of the
24 employee’s job duties.

25 (b) An employer, or any person acting on behalf of the employer, shall not retaliate against
26 an employee for disclosing information, or because the employer believes that the employee
27 disclosed or may disclose information, to a government or law enforcement agency, to a
28 person with authority over the employee or another employee who has the authority to
investigate, discover, or correct the violation or noncompliance, or for providing
information to, or testifying before, any public body conducting an investigation, hearing,
or inquiry, if the employee has reasonable cause to believe that the information discloses a
violation of state or federal statute, or a violation of or noncompliance with a local, state, or
federal rule or regulation, regardless of whether disclosing the information is part of the
employee’s job duties.

(c) An employer, or any person acting on behalf of the employer, shall not retaliate against
an employee for refusing to participate in an activity that would result in a violation of state
or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
regulation.

1 190. DEFENDANTS retaliated against PLAINTIFF for blowing the whistle, complaining
2 about, opposing and protesting against DEFENDANTS' unlawful activities, including but not
3 limited to reporting TANG-PARADIS' unlawful conduct to the higher-ups, and CNB's failure to
4 pay her wages, and other violations, where PLAINTIFF had reasonable cause to believe
5 DEFENDANTS were violating the law.

6 191. It is a violation of the California whistleblower statute, Cal. Labor Code. § 1102.5,
7 and public policy to unlawfully retaliate, punish, discharge, deny promotion, or take any adverse
8 employment action for refusing to violate the law and/or for protesting unlawful activities to a
9 government agency or the employee's employer.

10 192. PLAINTIFF was a whistleblower pursuant to Cali. Labor Code § 1102.5, as
11 PLAINTIFF engaged in protected activities, as alleged in this Complain.

12 193. DEFENDANTS' violated Cal. Labor Code § 1102.5(a) as it made, adopted ,and
13 enforced rules, regulations and policies preventing PLAINTIFF from disclosing information to
14 government agency, or to a person with authority over the employee, or to another employee who
15 has authority to investigate, discovery, or correct the violation or non-compliances, where
16 PLAINTIFF had reasonable cause to believe PLAINTIFF's employer was violating the law.

17 194. DEFENDANTS violated Cal. Labor Code § 1102.5(b) as they retaliated against
18 PLAINTIFF for protesting DEFENDANTS' unlawful actions to a person with authority over the
19 employee, or to another employee who has authority to investigate, discovery or correct the
20 violation or noncompliance, because DEFENDANTS knew PLAINTIFF complained to the higher-
21 ups regarding TANG-PARADIS' unlawful conduct. DEFENDANTS were thus in violation of
22 California Labor Code § 1102.5(c).

23 195. When PLAINTIFF was subjected to the adverse employment actions as identified in
24 this Complaint, DEFENDANTS' were substantially motivated by PLAINTIFF's complaints of
25 violations of state and/or federal law (or PLAINTIFF reasonably believed to be in violation), and
26 said complaints were substantial motivating factors and/or reasons in the decision to subject
27 PLAINTIFF to the aforesaid retaliatory adverse employment actions, in violation of California
28 Labor Code § 1102.5.

1 196. As a direct, foreseeable, legal and proximate result of the herein described and
2 alleged acts, PLAINTIFF has suffered substantial losses in earnings and job benefits, as well as
3 loss of his reputation, shame, mortification, humiliation, embarrassment, emotional distress, mental
4 anguish and discomfort, anxiety, trepidation, apprehension, panic, dread, fear, worry, and hurt
5 feelings all to her general damage in an amount not yet ascertained but to be proven at the time of
6 trial.

7 197. By the acts and conduct of DEFENDANTS, PLAINTIFF has been directly and
8 legally caused to suffer actual damages pursuant to California Civil Code §3333 including, but not
9 limited to, loss of earning and future earning capacity, attorneys' fees and other pecuniary loss not
10 presently ascertained, for which PLAINTIFF will seek leave of court to amend when ascertained.
11 PLAINTIFF also claims such amounts as damages pursuant to Civil Code §3287 and/or §3288
12 and/or any other provision of law providing for prejudgment interest.

13 198. The aforementioned acts of DEFENDANTS' individually, or by and through their
14 managing agents, officers, and/or directors were willful, wanton, malicious, intentional, oppressive,
15 and despicable, and were done in willful and conscious disregard of the rights of PLAINTIFF, and
16 each of them, and were done by managerial agents and employees of DEFENDANTS, or with the
17 express knowledge, consent, and ratification of managerial employees of DEFENDANTS, with the
18 intent to vex, injure, and annoy PLAINTIFF, such as to constitute oppression, fraud, or malice
19 pursuant to California Civil Code § 3294, entitling PLAINTIFF to punitive and exemplary
20 damages in a sum which is an amount appropriate to punish and set an example of
21 DEFENDANTS, and each of them, to deter such conduct in the future, and to set an example for
22 others.

23 199. PLAINTIFF is entitled to a civil penalty up to ten thousand dollars (\$10,000) for
24 each violation of California Labor Code § 1102.5.

25 200. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF is entitled to
26 reasonable attorneys' fees and costs of said suit as specifically provided in Cal. C.C.P. § 1021.5.
27 PLAINTIFF's action enforces important rights affecting the public interest by bringing forth this
28 lawsuit to ensure DEFENDANTS refrain from unlawfully retaliating against employees for

1 blowing the whistle, thereby conferring a significant benefit on the general public and well being as
2 a result. The necessity and financial burden of this private enforcement, as well as the interest of
3 justice, entitles PLAINTIFF to reasonable attorneys' fees and costs under Cal. C.C.P. § 1021.5

4 201. PLAINTIFF has been generally damaged in an amount within the jurisdictional
5 limits of this Court.

6
7 **NINETEENTH CAUSE OF ACTION**
8 **BREACH OF IMPLIED-IN-FACT CONTRACT AND/OR EXPRESS CONTRACT**
9 **NOT TO TERMINATE EMPLOYMENT WITHOUT GOOD CAUSE**
10 **(ALLEGED BY PLAINTIFF INDIVIDUALLY AGAINST ALL DEFENDANTS)**

11 202. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
12 as though fully set forth in this cause of action, and incorporates them by reference, and further
13 alleges:

14 203. On the basis of oral assurances of continued employment given to the PLAINTIFF
15 by DEFENDANTS, the length of PLAINTIFF's employment with DEFENDANTS,
16 DEFENDANTS' actual practice of terminating employment only for cause, and the industry
17 standard for the business the DEFENDANTS' engaged in terminating employment only for cause,
18 PLAINTIFF and DEFENDANTS shared the actual understanding that PLAINTIFF's employment
19 could and would be terminated *only* for cause. This shared understanding resulted in an implied
20 contract requiring that DEFENDANTS have good cause to terminate PLAINTIFF'S employment.

21 204. DEFENDANTS' have written corrective action guidelines setting forth express
22 grounds for corrective action and a pre-termination procedure.

23 205. PLAINTIFF has never violated any of DEFENDANTS' written grounds for
24 corrective action/discharge for cause.

25 206. PLAINTIFF has never been placed on probation or been notified of unsatisfactory
26 work of her own.

27 207. DEFENDANTS discipline policies not only provided an implied good cause
28 standard for demotion and/or termination, but also a detailed set of rules and procedures for
governing the imposition of discipline and corrective action.

1 208. DEFENDANTS' conduct has created an implied-in-fact promise that it will not act
2 arbitrarily in dealing with its employees, and that it would continue PLAINTIFF's employment
3 indefinitely, pending the occurrence of dissatisfaction with PLAINTIFF's services or the existence
4 of some specified cause for termination.

5 209. PLAINTIFF decided to work for DEFENDANTS on the basis of these promises and
6 agreed to work for DEFENDANTS on the basis of these promises. PLAINTIFF performed all of
7 the duties required of her under this agreement during her employment. PLAINTIFF reasonably
8 believed that she would not be discharged or demoted except for good cause, and consequently
9 refrained from pursuing other job opportunities.

10 210. DEFENDANTS breached their obligation, and terminated the PLAINTIFF for no
11 good cause, violating the implied-in-fact and/or express contract DEFENDANTS had with her.

12 211. As a proximate result of DEFENDANTS willful breach of the implied-in-fact
13 contract and/or express contract not to terminate employment without good cause, PLAINTIFF
14 have suffered and continues to suffer harm, including but not limited to lost earnings, lost benefits,
15 and other financial loss, as well as humiliation, embarrassment, emotional and physical distress and
16 metal anguish.

17 212. PLAINTIFF will seek leave of this Court to amend this Complaint when the exact
18 amount of damages have been ascertained or will prove the same at the time of trial.

19
20 **TWENTIETH CAUSE OF ACTION**
21 **FAILURE TO PROVIDE PERSONNEL RECORDS**
22 **(CAL. LAB CODE § 1198.5)**
 (ALLEGED BY THE PLAINTIFF INDIVIDUALLY AGAINST CNB)

23 213. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
24 as though fully set forth in this cause of action, and incorporates them by reference, and further
25 alleges:

26 214. Lab Code § 1198.5 provides:

27 (a) Every current and former employee, or his or her representative, has the right to inspect
28 and receive a copy of the personnel records that the employer maintains relating to the
employee's performance or to any grievance concerning the employee.

1 (b) (1) The employer shall make the contents of those personnel records available for
2 inspection to the current or former employee, or his or her representative, at reasonable
3 intervals and at reasonable times, but not later than 30 calendar days from the date the
4 employer receives a written request, unless the current or former employee, or his or her
5 representative, and the employer agree in writing to a date beyond 30 calendar days to
6 inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
7 employer's receipt of the written request. Upon a written request from a current or former
8 employee, or his or her representative, the employer shall also provide a copy of the
9 personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30
10 calendar days from the date the employer receives the request, unless the current or former
11 employee, or his or her representative, and the employer agree in writing to a date beyond
12 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not
13 exceed 35 calendar days from the employer's receipt of the written request. Except as
14 provided in paragraph (2) of subdivision (c), the employer is not required to make those
15 personnel records or a copy thereof available at a time when the employee is actually
16 required to render service to the employer, if the requester is the employee.

17 (k) If an employer fails to permit a current or former employee, or his or her representative,
18 to inspect or copy personnel records within the times specified in this section, or times
19 agreed to by mutual agreement as provided in this section, the current or former employee
20 or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750)
21 from the employer.

22 (l) A current or former employee may also bring an action for injunctive relief to obtain
23 compliance with this section, and may recover costs and reasonable attorney's fees in such
24 an action.

25 215. CNB willfully failed to permit the PLAINTIFF to inspect or copy her personnel file
26 within 30 calendar days of her request in direct violation of Cal. Lab. Code § 1198.5.

27 WHEREFORE, PLAINTIFFS request the relief as described below.

28
TWENTY-FIRST CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS
AND PROFESSIONS CODE §§ 17200-17208
(AGAINST ALL DEFENDANTS)

29 216. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
30 as though fully set forth in this cause of action, and incorporates them by reference, and further
31 alleges:

32 217. The foregoing conduct, as alleged, violates the California Unfair Competition Law
33 ("UCL"), Cal. Bus. & Prof. Code § 17200 et seq. Section 17200 of the Cal. Bus. & Prof. Code
34 prohibits unfair competition by prohibiting, inter alia, any unlawful or unfair business acts or
35 practices.

1 218. Throughout the course of PLAINTIFF's employment, DEFENDANTS committed
2 acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and
3 practices described herein, including but not limited to, failing to pay employees for their vested
4 vacation time; failing to provide accurate itemized wage statements for each pay period; failing to
5 comply with California's Equal Pay Act; and failing to pay wages upon termination of
6 employment.

7 219. DEFENDANTS' conduct as herein alleged has damaged the PLAINTIFFS and
8 therefore was substantially injurious to the PLAINTIFF and the CLASS.

9 220. DEFENDANTS' course of conduct, acts, and practices in violation of the California
10 laws mentioned herein constitute a separate and independent violation of the UCL.
11 DEFENDANTS' conduct described herein violates the policy or spirit of such laws or otherwise
12 significantly threatens or harms competition. PLAINTIFF seeks disgorgement in the amount of the
13 respective unpaid wages and equity and such other legal and equitable relief from DEFENDANTS'
14 unlawful and willful conduct as the Court deems just and proper.

15 221. WHEREFORE, PLAINTIFF requests the relief as described below.

16 **DEMAND FOR JURY TRIAL**

17 PLAINTIFF, hereby, demands a trial by jury on all issues so triable.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFF, on behalf of herself, the CLASS, and Aggrieved Women
20 Employees prays for relief and judgment against DEFENDANTS, as follows:

- 21 1. For an Order certifying the Class and sub-Classes and designating causes of action one
22 through 5 as a class action pursuant to CCP § 382;
- 23 2. For an Order appointing PLAINTIFF and her counsel to represent the proposed classes;
- 24 3. For an order finding that DEFENDANTS violation the provisions of the California
25 Labor Code, including but not limited to, 201-203, 226, 1197.5; 1198.5; 2810.5; 227.3;
26 1102.5; 2699, *et seq.*;
- 27 4. That the Court declare, adjudge, and decree that DEFENDANTS violated California
28 Business and Professions Code §§ 17200 *et seq.* as alleged herein;

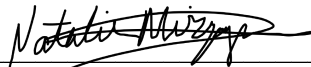
5. For all other Orders, findings, and determinations identified and sought in this Complaint and/or the Court finds just and proper;
6. For all wages due pursuant to Cal. Lab. Code §1197.5(h) in an amount to be ascertain at trial;
7. For liquidated damages pursuant to Cal. Lab. Code § 1197.5(h);
8. An affirmative injunction mandating the elimination of discriminatory and retaliatory practices by CNB in the future relating to protected activities, and pursuant to Lab. Code § 1197.5;
9. That the Court make an award to PLAINTIFF and the CLASS of damages for the amount of unpaid wages, including interest thereon and penalties, in amounts to be proven, in a formulaic manner, at trial;
10. For compensatory damages according to proof;
11. For an Order requiring DEFENDANTS to make restitution of all wages;
12. For all statutory penalties;
13. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left DEFENDANTS' employment;
14. For penalties according to the schedule as laid out in PAGA: for any initial violation, one hundred (\$100) dollars for each aggrieved employee per pay period; two hundred (\$200) dollars for each aggrieved employee per pay period for any subsequent violation, and reasonable attorneys' fees and costs pursuant to California Labor Code § 2699;
15. For general damages, and special damages according to proof;
16. For prejudgment interest, and post judgment interest, according to proof;
17. For punitive and exemplary damages, according to proof;
18. For costs of suit incurred herein;
19. For reasonable attorneys' fees as provided by statute, including but not limited to California Code of Civil Procedures § 1021.5, and California Labor Code §§ 218.5, 222(e), 1194, and 218.6;

- 1 20. For injunctive relief pursuant to California Labor Code section 226(h);
- 2 21. For the appointment of a receiver to receive, manage and distribute any and all funds
- 3 disgorged from DEFENDANTS and determined to have been wrongfully acquired by
- 4 DEFENDANTS as a result of violations of California Business & Professions Code
- 5 sections 17200 *et seq.*;
- 6 22. For disgorgement of all monies which DEFENDANTS have illegally gained;
- 7 23. An affirmative injunction mandating that PLAINTIFF be reinstated to employment with
- 8 DEFENDANTS, including restoration of PLAINTIFF's seniority, and promotion
- 9 potentials, and that no further harassment, discrimination, or retaliation be perpetrated
- 10 upon her;
- 11 24. An affirmative injunction mandating the elimination of discriminatory and retaliatory
- 12 practices by DEFENDANTS in the future relating to protected activities;
- 13 25. For all actual, consequential and incidental financial losses, including, but not limited
- 14 to, loss of earnings, employee benefits, pain and suffering, according to proof, together
- 15 with prejudgment interest
- 16 26. For any other such relief as the Court deems just and proper due to the
- 17 misconduct committed by the DEFENDANTS as alleged in this Complaint.
- 18 27. PLAINTIFF reserves the right to amend her prayer for relief.
- 19
- 20

21 Dated: June 11, 2020

Respectfully submitted,

22
23 LAW OFFICES OF NATALIE MIRZAYAN

24 By:  _____

25 Natalie Mirzayan, Esq.
26 Attorneys for Plaintiff
27 SYLVIE SHAMLIAN
28

EXHIBIT 1

Shamlan, Sylvie

From: Shamlan, Sylvie
Sent: Wednesday, January 16, 2019 11:11 AM
To: Tracy, Katrina
Cc: Cabrera, Fred
Subject: RE: my case

My apologies,

This is not clear to me. I would appreciate if you clarify it in details.

So if I received my FWW in November 2018 without even given me a verbal first, and I was told that I was not eligible for incentive for the last quarter of 2018 (as stated in the write up) I did not receive incentive for the last quarter of 2018. Last quarter consist of August , Sep and Oct 2018.

How about the first quarter of 2019 which starts from Nov , Dec 2018 and January of 2019. Which quarter are you referring to if you say Q1 incentive below.

So you are telling me that I got penalized for the last quarter of 2018, will get penalized for the 1st quarter of 2019 and because of rating 2 , I did not get a raise .

When I spoke with Sim, I was informed that I am not qualified for the last quarter 2018 and at that time my rating in the sales category was 5 . If I am ineligible for the 1st quarter of 2019 why did I not received my incentive in the last quarter of 2018? .

Sim explained to me that because I got 2 in my PR for 2018 , that I am not eligible for incentive for the 1st quarter of 2019 as well. The PR was year of 2018 not 2019.

So last quarter of 2018 no incentive.

Receives PR for 2018 , no raise.

No incentive for 1Q for 2019 because I got a 2 in my PR for 2018.

I just need to understand how many times this penalty applies?

I am so sorry I don't want to cause any problems, this is not my intention at all, however as an employee and my right as a colleague, I would like to understand what is the correct protocol .

Thank you so much in advance for your immediate assistance.

All the best,

Sylvie Shamlan

Vice President/Client Service Manager SR

NMLS # 1274916/Notary Public

City National Bank

Westlake Banking Office/2655 Townsgate Road Westlake Ca 91361

Tel(805)777-8748/Cell (818)621-0367

Sylvie.shamlan@cnb.com

Contact me for: Mortgage Loans, Home Equity Lines, Business Loans, Commercial Loans, Equipment Lease Financing and Investment Strategies.

A referral is the greatest compliment you can give. Please feel free to refer your friends/family to City National Bank !

Visit us at www.cnb.com

CITY NATIONAL BANK



AN RBC COMPANY



From: Tracy, Katrina
Sent: Wednesday, January 16, 2019 9:58 AM
To: Shamlian, Sylvie
Cc: Cabrera, Fred
Subject: RE: my case

Hi Sylvie,

Based on your FWW on November 30, 2018 you are ineligible for the Q1 incentive.

Please speak with your manager if you have any further questions.

Thank you.

Regards,

Katrina Tracy

Assistant Vice President, HR Business Partner

Tel: 213-673-9154

Katrina.Tracy@CNB.com

Fax: 213-673-9100

CITY NATIONAL BANK



AN RBC COMPANY



You belong at City National. We can't wait to meet you.

Begin your City National story at careers.cnb.com



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requests for banking transactions, as we may be unable to process any such requests received via e-mail.

Member FDIC | Non-Deposit investment products are: not insured by the FDIC; are not a deposit or other obligation of, or guaranteed by, the City National Bank; and, are subject to investment r

From: Shamlian, Sylvie <Sylvie.Shamlian@cnb.com>

Sent: Tuesday, January 15, 2019 1:23 PM

To: Tracy, Katrina <Katrina.Tracy@cnb.com>

Subject: RE: my case

Hi Katrina,

Did you have the chance to ask yet?

Thank you

All the best,

Sylvie Shamlian

Vice President/Client Service Manager SR

NMLS # 1274916/Notary Public

City National Bank

Westlake Banking Office/2655 Townsgate Road Westlake Ca 91361

Tel(805)777-8748/Cell (818)621-0367

Sylvie.shamlian@cnb.com

Contact me for: Mortgage Loans, Home Equity Lines, Business Loans, Commercial Loans, Equipment Lease Financing and Investment Strategies.

A referral is the greatest compliment you can give. Please feel free to refer your friends/family to City National Bank !

Visit us at www.cnb.com

CITY NATIONAL BANK



AN RBC COMPANY



From: Shamlian, Sylvie

Sent: Tuesday, January 08, 2019 12:05 PM

To: Tracy, Katrina

Subject: my case

Hi Katrina,

Just following up on my conversation from last week.

Thank you

All the best,

Sylvie Shamlian

Vice President/Client Service Manager SR

NMLS # 1274916/Notary Public

City National Bank

Westlake Banking Office/2655 Townsgate Road Westlake Ca 91361

Tel(805)777-8748/Cell (818)621-0367

Sylvie.shamlian@cnb.com

Contact me for: Mortgage Loans, Home Equity Lines, Business Loans, Commercial Loans,
Equipment Lease Financing and Investment Strategies.

**A referral is the greatest compliment you can give. Please feel free to refer your friends/family to
City National Bank !**

Visit us at www.cnb.com



EXHIBIT 2

Shamlian, Sylvie

From: Huston, Jodi
Sent: Monday, July 02, 2018 7:05 AM
To: Shamlian, Sylvie
Cc: Tang-Paradis, Sim; Dupont, Gayle
Subject: Fwd: Brava to Sylvie!

Thank you, Sylvia!

Jodi Huston
Senior Vice President & Regional Banking Manager, Westside Region

From: "Shapiro, Steven" <Steven.Shapiro@cnb.com>
Date: Monday, July 2, 2018 at 6:46:34 AM
To: "[REDACTED]" <[REDACTED]@gmail.com>
Cc: "Shamlian, Sylvie" <Sylvie.Shamlian@cnb.com>, "[REDACTED]" <[REDACTED]@cnb.com>, "Tang-Paradis, Sim" <Sim.Tang-Paradis@cnb.com>
Subject: RE: Brava to Sylvie!

Dear Michael,

Thank you very much for your very kind words about Sylvie. Sylvie has been a tremendous partner of ours for decades, but it is always nice to hear a great report.

Thanks again for taking the time to let me know. It is sincerely appreciated.

Steve

Steven Shapiro
SVP/Sales Manager & Team Leader
Entertainment Banking
400 N. Roxbury Dr., 3rd Floor
Beverly Hills, CA 90210
Tel: 310.888.6270
Steven.Shapiro@cnb.com

Fax: 310.888.1038
NMLS#: 589071

Visit us at www.cnb.com



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Note: Electronic mail sent through the Internet is generally not secure and could be intercepted by a third party. For your protection, do not send private or confidential information through e-mail. Please do not send requests for banking transactions, as we may be unable to process any such requests received via e-mail.

Member FDIC | Non-Deposit investment products are not FDIC insured, are not a deposit or obligation of, or guaranteed by, City National Bank and are subject to risks, including the possible loss of principal amount invested.

From: [REDACTED]
Sent: Sunday, July 01, 2018 8:49 PM
To: Shapiro, Steven
Cc: Shamlan, Sylvie; [REDACTED]
Subject: Brava to Sylvie!

Dear Steve,

You may recall that about two weeks ago, I needed to get some cashier's checks made rather quickly. You told me to go in to the City National Bank in Westlake Village and that they would help me. Indeed, they did!

I had a great experience with Sylvie Shamlan. She was helpful, encouraging, and pleasant.

This so infrequently happens in today's world that I thought you should know.

Brava to Sylvie!

Warmly,

Shamlan, Sylvie

From: [REDACTED]
Sent: Monday, July 02, 2018 8:51 AM
To: Shapiro, Steven [REDACTED]
Cc: Shamlan, Sylvie; Tang-Paradis, Sim
Subject: Re: Brava to Sylvie!

We love Sylvie!

Warmly,

ML

[REDACTED]

[REDACTED]

From: Shapiro, Steven
Sent: Monday, July 02, 2018 6:46 AM
To: [REDACTED]
Cc: Shamlan, Sylvie; [REDACTED]; Tang-Paradis, Sim
Subject: RE: Brava to Sylvie!

Dear Michael,

Thank you very much for your very kind words about Sylvie. Sylvie has been a tremendous partner of ours for decades, but it is always nice to hear a great report.

Thanks again for taking the time to let me know. It is sincerely appreciated.

Steve

Steven Shapiro

SVP/Sales Manager & Team Leader

Entertainment Banking
400 N. Roxbury Dr., 3rd Floor

Beverly Hills, CA 90210

Tel: 310.888.6270

Steven.Shapiro@cnb.com

Fax: 310.888.1038

NMLS#: 589071

Visit us at www.cnb.com



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Note: Electronic mail sent through the Internet is generally not secure and could be intercepted by a third party. For your protection, do not send private or confidential information through e-mail. Please do not send requests for banking transactions, as we may be unable to process any such requests received via e-mail.

From: [REDACTED]
Sent: Sunday, July 01, 2018 8:49 PM
To: Shapiro, Steven
Cc: Shamlan, Sylvie; [REDACTED]
Subject: Brava to Sylvie!

Dear Steve,

You may recall that about two weeks ago, I needed to get some cashier's checks made rather quickly. You told me to go in to the City National Bank in Westlake Village and that they would help me. Indeed, they did!

I had a great experience with Sylvie Shamlan. She was helpful, encouraging, and pleasant.

This so infrequently happens in today's world that I thought you should know.

Brava to Sylvie!

Warmly,



EXHIBIT 3

LAW OFFICES OF NATALIE MIRZAYAN



February 6, 2020

VIA ONLINE FILING

Labor & Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

City National Bank ("CNB")

555 S. Flower Street

Los Angeles, CA 90071

Re: ***Amended Notification Of Labor Code Violations Against City National Bank.***

Please be advised that this office represents Mrs. Sylvie Shamlian ("Plaintiff") who was employed by City National Bank, ("CNB"). Plaintiff was employed at the Westlake Banking Office located at 2655 Townsgate Road, Westlake, California, 91361. Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698, *et seq.*, Plaintiff provides this notice to the Labor and Workforce Development Agency ("LWDA"), and to CNB.

The purpose of this notice is to comply with the statutory exhaustion requirements of California Labor Code §2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* This notice is submitted, on behalf of the named Plaintiff and all other aggrieved and similarly situated current and former employees of CNB ("Employees") impacted by the alleged labor code violations as described in more details below.

Labor Code § 1102.5: (a) An employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

(b) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee

disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

(c) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

(d) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment.

In violation of Lab. Code §§ 1102.5, CNB retaliated against the Plaintiff and terminated her employment on February 5, 2019 because Plaintiff reported Sim Tang-Paradis' ("Paradis") (her immediate supervisor's) unlawful conduct to the higher-ups at CNB during a regional meeting in the presence of upper management. Plaintiff had reasonable cause to believe that Paradis engaged in an unlawful conduct, including but not limited to falsifying bank cash audit records, and falsely certifying her presence during a teller's mandatory dual-surprise cash count despite the fact that she was not present during the audit that occurred on or about November 27, 2018. Plaintiff made her intent to disclose the violation during the regional meeting and within couple of days she received a Final Written Reprimand. Thereafter, Plaintiff in fact blew the whistle and disclosed Paradis' conduct during the regional management meeting.

CNB Misappropriates Employees' Vested PTO in Violation of Cal. Lab. Code § 227.3:

Cal. Lab. Code § 227.3: Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.

It is well settled law in California that an employer that offers paid-time-off (PTO), the employer has to treat the PTO like earned wages. PTO is earned, or vests, as labor is performed. (*Suastez v. Plastic Dress Up* (1982) 31 C3d 774). Meaning, earned PTO days never expire in California, and employees are entitled to cash out any unused PTO when they leave the company.

CNB has consistently misappropriated Employees' PTO hours by providing them with only part of what they are entitled to receive. Upon information and belief, CNB implements "use it or lose it" PTO policy. CNB does not permit a payout (or allow employees to "cash out") the entire accrued but unused PTO at the end of the year, or another specified time. For instance, Plaintiff's final

wage statement indicates “Vacation Allow. Balance 198.00”. However, Plaintiff was only paid for “10 hours of Vacation Payout”. As for vacation taken by the Plaintiff, the wage statement reflects “8 hours”. As a result, Plaintiff is owed 180 hours of vacation time, which CNB failed to pay.

Labor Code §§ 201, 202, 203: California Labor Code section 201 provides that if an employer discharges an employee, the employee’s wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code § 202 provides that if an employee quits, his or her wages become due no later than 72 hours thereafter or if an employee gives 72-hours previous notice of his or her intention to quit, the employees’ wages are due at the time of quitting. Labor Code §203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee’s wages shall continue as a penalty from the due date of the payment of wages, at the same rate, until such wages paid, or an action commenced, but not more than 30 days. CNB willfully failed to pay the Plaintiff and former Employees with all of their wages 1) vested PTO hours; and 2) bonuses pursuant to the Core Banking Team Incentive Plan, as specified by Labor Code §§ 201 and 202, as alleged herein.

Labor Code § 200:

California Labor Code § 200 defines wages as,

- (a) “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
- (b) “Labor” includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

CNB failed to pay the Plaintiff her bonus which she was supposed to receive (“the Core Banking Team Incentive Plan”) which is paid quarterly and is based upon team performance and Plaintiff’s individual performance as measured against pre-established goals. Under the Core Banking Team Incentive Plan, Plaintiff’s target incentive opportunity was 10% of her quarterly eligible pay earned. The “actual incentive received may be more .. than target depending on company profitability and brank individual performance.”

The amount of earned but unpaid bonus that the Plaintiff was entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the CNB. CNB unjustly reaped the benefits of the services and labor performed by Plaintiff and other similarly aggrieved Employees of CNB but failed to pay them for their labor.

Lab. Code § 226:

Labor Code § 226(a) requires employers, including CNB, to furnish their employees with each wage payment an accurate, itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and the portion of his or her social security number as required by law, all

applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

CNB knowingly and intentionally failed to provide to the Plaintiff and other aggrieved employees, the above described writing required by Labor Code § 226 through actions alleged herein, including the correct “vacation payout” based on the applicable hourly rate, and all wages, included but not limited to bonuses earned.

Lab Code § 1197.5:

Lab Code § 1197.5 provides:

- (a) An employer shall not pay any of its employees at wage rates less than the rates paid to employees of the opposite sex for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions ...

CNB pays its female employees less than the rates paid to employees of the opposite sex for substantially similar work in direct violation of Lab Code § 1197.5.

Lab Code § 1198.5:

Lab Code § 1198.5 provides:

- (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee’s performance or to any grievance concerning the employee.
- (b) (1) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer’s receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer’s receipt of the written request. Except as provided in paragraph (2) of subdivision (c), the employer is not required to make those personnel records or a copy thereof available at a time when the employee is actually required to render service to the employer, if the requester is the employee.
- (k) If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer.
- (l) A current or former employee may also bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney’s fees in such an action.

February 6, 2020

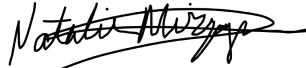
Page 5

CNB willfully failed to permit the Plaintiff to inspect or copy her personnel file within 30 calendar days of her request in direct violation of Cal. Lab. Code § 1198.5.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. If the LWDA does not intend to investigate the alleged violations, we specifically and respectfully request that our office is notified.

We look forward to determining whether the agency intends to take any action in reference to these violations.

With the kindest regards,

A handwritten signature in black ink, appearing to read "Natalie Mirzayan", with a long horizontal flourish extending to the right.

Natalie Mirzayan, Esq.

7016 1370 0000 6209 6488

U.S. Postal Service™ **PAGA Notice**
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Domestic Mail Only **Shamlian V. CNB**

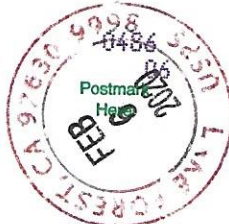
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Los Angeles, CA 90071

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☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.00

Total Postage and Fees \$0.00



02/06/2020

Sent To **City National Bank**
Street and Apt. No., or PO Box No. **555 S. Flower street**
City, State, ZIP+4® **Los Angeles, CA 90071**

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

EXHIBIT 4

LAW OFFICES OF NATALIE MIRZAYAN

February 5, 2020



Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

RE: *Sylvie Shamlian v. City National Bank, LWDA Case No. LWDA-CM-770980-20*

Enclosed please find a new Notification Filing Fee in the amount of \$75.00 made payable to LWDA in the above reference matter. Notification in advance of a civil action under Labor Code Private Attorneys General Act of 2004, ("PAGA") was filed online at on February 5, 2020.

If you have any questions, please feel free to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Natalie Mirzayan', with a long horizontal flourish extending to the left.

Natalie Mirzayan, Esq.

LAW OFFICES OF NATALIE MIRZAYAN

26632 TOWNE CENTER DRIVE STE 300
FOOTHILL RANCH, CA 92610

90-7172/3222

1035

DATE 2/6/2020

PAY TO THE
ORDER OF

Labor and Work Force Development Agency \$ 75 No
Seventy five dollars 100

DOLLARS

citibank

CITIBANK, N.A.

MEMO LWDA-CM-770980-20

Natalie Mirzayan

1035

Details on back
Security features

EXHIBIT 5



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

February 5, 2020

Natalie Mirzayan
26632 Towne Centre Drive, Suite 300, Suite 300
Foothill Ranch, California 92610

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202002-09168106
Right to Sue: Shamlian / City National Bank et al.

Dear Natalie Mirzayan:

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

February 5, 2020

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202002-09168106
Right to Sue: Shamlian / City National Bank et al.

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@dfeh.ca.gov

February 5, 2020

Sylvie Shamlian
19832 Strathern Street
Canoga Park, California 91306

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202002-09168106
Right to Sue: Shamlian / City National Bank et al.

Dear Sylvie Shamlian,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective February 5, 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 equal pay, denied any employment benefit or privilege, denied reasonable
2 accommodation for a disability.

3 **Complainant experienced retaliation** because complainant reported or resisted
4 any form of discrimination or harassment, requested or used a disability-related
5 accommodation and as a result was terminated, reprimanded, denied equal pay,
6 denied any employment benefit or privilege, denied reasonable accommodation for a
7 disability.

8 **Additional Complaint Details:** Mrs. Shamlian began her employment with City
9 National Bank ("CNB") on November 23, 1987. On or about November 1, 2017,
10 Mrs. Shamlian began to suffer injuries to her neck, back, upper and lower bilateral
11 shoulders, bilateral arms, bilateral fingers, bilateral legs, bilateral knees, bilateral
12 feet, headaches, urinary incontinence, and psych due to repetitive usual and
13 customary job duties.
14 As a result of Mrs. Shamlian's disability and age, defendants Sim Tang-Paradis
15 (Branch Manager) and Gayle Dupont (RR&S Regional Manager) were harassing
16 Mrs. Shamlian. Despite Mrs. Shamlian's impeccable performance that led to her
17 promotion on or about May 11, 2016, Mrs. Shamlian was subjected to pretextual
18 write-up on November 30, 2018, and denied employment benefits (two quarterly
19 bonuses), which she was entitled to receive. Mrs. Shamlian complained and
20 resisted the discriminatory treatment and demanded payment of her wages, which
21 were denied. Mrs. Shamlian was subjected to ridicule and endured hostile work
22 environment. Sim Tang-Paradis continued to harass Mrs. Shamlian insinuate that
23 Mrs. Shamlian lacks ability to focus as a result of her age and disability. Sim Tang-
24 Paradis was hostile to Mrs. Shamlian also because of Mrs. Shamlian's race and
25 perceived her as a traitor because Mrs. Shamlian was a whistler blower and
26 reported Sim Tang-Paradis' unlawful actions to the higher-ups during a regional
27 meeting. Sim Tang-Paradis' hostility led to Mrs. Shamlian's termination on February
28 5, 2019.

1 VERIFICATION

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

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

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Foothill Ranch

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

1. Article Addressed to:

Sim Tang -Paradis
2655 Townsgate Road
Westlake, CA 91361



9590 9402 5002 9063 8808 03

2. Article Number (Transfer from service label)

7016 1370 0000 6209 6471

3. Service Type

- ☒ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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- Print your name and address on the reverse so that we can return the card to you.
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A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

1. Article Addressed to:

City National Bank
555 S. Flower Street
Los Angeles, CA 90071



9590 9402 5002 9063 8808 27

2. Article Number (Transfer from service label)

7016 1370 0000 6209 6495

3. Service Type

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☐ Collect on Delivery Restricted Delivery
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☐ Registered Mail Restricted Delivery
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PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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DFEH complaint
 Shamlian v. CNB

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Certified Mail Fee \$3.55

\$2.85

Extra Services & Fees (check box, add fees as appropriate)

☒ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

\$

Sent To

City National Bank

Street and Apt. No., or PO Box No.

555 S. Flower Street

City, State, ZIP+4®

Los Angeles, CA 90071

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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U.S. Postal Service™
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Shamlian v. CNB

DFEH complaint

For delivery information, visit our website at www.usps.com.

WESTLAKE VILLAGE, CA 91361

OFFICIAL USE

Certified Mail Fee \$3.55

\$2.85

Extra Services & Fees (check box, add fees as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$6.95

\$

Sent To

Sin Tang-Paladis

Street and Apt. No., or PO Box No.

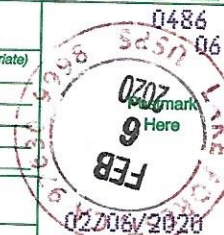
2655 Townsgate Road

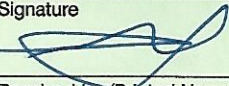
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Westlake, CA 91361

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒  ☐ Agent ☐ Addressee	
1. Article Addressed to: Gayle Dupon 2655 Townsgate Road Westlake, CA 91361		B. Received by (Printed Name) Jurgan Nury C. Date of Delivery 2/10/20	
2. Article Number (Transfer from service label) 9590 9402 5002 9063 8808 10		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☒ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Mail Restricted Delivery (00)		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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WESTLAKE VILLAGE, CA 91361			
Certified Mail Fee \$3.55		0486	
\$2.85		06	
Extra Services & Fees (check box, add fees, non-refundable)			
☐ Return Receipt (hardcopy)	\$0.00		
☐ Return Receipt (electronic)	\$0.00		
☐ Certified Mail Restricted Delivery	\$0.00		
☐ Adult Signature Required	\$0.00		
☐ Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$8.95		
Sent To Gayle Dupon			
Street and Apt. No., or PO Box No. 2655 Townsgate Road			
City, State, ZIP+4® Westlake, CA 91361			
PS Form 3800, April 2015 PSN 7530-02-000-9047		See Reverse for Instructions	

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