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CHAFEN SUTTLE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHAFEN SUTTLE, an individual,

Plaintiff,

vs.

CHILDREN'S HOSPITAL LOS ANGELES,
a California corporation; and DOES 1 through
20, inclusive,

Defendants.

CASE NO. 20STCV04514

*Assigned for all Purposes to:
Hon. Rafael A. Ongkeko, Dept. 73*

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1.** RETALIATION [LABOR CODE §§
98.6, 232.5; AND 1102.5]; AND
- 2.** WRONGFUL TERMINATION;
AND
- 3.** ENFORCEMENT OF LABOR
CODE § 2698, *ET SEQ.* ("PAGA")

1 Plaintiff CHAFEN SUTTLE (“Plaintiff”) hereby brings this Complaint against Defendants
2 CHILDREN’S HOSPITAL LOS ANGELES (“CHLA”) and DOES 1 through 20, inclusive
3 (collectively “Defendants”) and alleges as follows:

4 **PARTIES, VENUE, AND GENERAL ALLEGATIONS**

5 1. Plaintiff is, and at all relevant times herein has been an individual residing in the
6 State of California, County of Los Angeles.

7 2. Plaintiff is informed and believes and thereon alleges that CHLA is a California
8 corporation with its principal place of business in the State of California, County of Los Angeles.

9 3. Plaintiff was employed by Defendants in Los Angeles County California and
10 believes that Defendants maintain records relevant to Plaintiff’s employment in California.

11 4. The acts herein complained of occurred in Los Angeles County California.

12 5. Venue is proper in this Court because, Defendants reside, transact business or have
13 at least one facility in this county and the acts and omissions alleged herein took place in this
14 county.

15 6. At all times material hereto, Plaintiff was an employee of Defendants. Plaintiff is
16 informed and believes, and thereon alleges that at all times relevant herein, Defendants were and
17 continue to be a company that employs five (5) or more employees in California. Defendants
18 were employers covered by the California Labor Codes, and the Industrial Welfare Commission
19 (“IWC”) Wage Orders.

20 7. The true names and capacities, whether a corporation, agent, individual or
21 otherwise, of DOES 1 through 20, are unknown to Plaintiff, who therefore sue said Defendants by
22 such fictitious names. Each Defendant designated herein as a DOE is negligently or otherwise
23 legally responsible in some manner for the events and happenings referred to herein and thereby
24 proximately caused injuries and damages to Plaintiff as alleged herein. Plaintiff will seek leave of
25 Court to amend this Complaint to show their true names and capacities when the same have been
26 ascertained.

27 8. Plaintiff is informed and believes and thereon alleges that at all relevant times
28 hereto, Defendants and their agents, representatives, successors and/or assigns, employees, alter

1 egos, and/or joint ventures were acting within the course and scope of such agency, employment,
2 joint venture, or concerted activity.

3 9. Plaintiffs are informed and believe that the Defendants committed other wrongful
4 acts or omissions of which Plaintiffs are presently unaware. Plaintiffs shall conduct discovery to
5 identify said wrongful acts, and will seek leave of Court to amend this Complaint to add said acts
6 upon discovery.

7 **FACTS COMMON TO ALL CAUSES OF ACTION**

8 10. Plaintiff began working for Defendants as a Care Partner in 2013, and worked for
9 Defendants without incident until he raised concerns about Defendants' violations of the Labor
10 Code.

11 11. Starting in 2016, Plaintiff began complaining about inaccuracies on his wage
12 statements. Defendants refused to address the issues raised by Plaintiff, and made it clear they did
13 not appreciate his complaints by, among other things, immediately and drastically changing their
14 communication style to hostile, otherwise giving him the cold shoulder, accusing Plaintiff of not
15 accurately recording his hours worked, and issuing false write-ups.

16 12. In October 2019, Plaintiff informed Defendants that he would be seeking legal
17 advice regarding Defendant's Labor Code violations.

18 13. On or around December 31, 2019, Plaintiff filed a class action complaint alleging
19 that CHLA failed to pay minimum wages, overtime wages, provide meal periods, permit rest
20 breaks, provide accurate itemized wage statements, and failed to pay all wages due upon
21 separation of employment. That same day, Plaintiff also sent correspondence to CHLA and the
22 California Labor and Workforce Development Agency ("LWDA) pursuant to California Labor
23 Code §§2698, *et seq.* setting forth the facts and theories surrounding CHLA's alleged violations of
24 the California Labor Code. The letter included a copy of the class action complaint.

25 14. Plaintiff is informed and believes and thereon alleges that CHLA's agent for
26 service of process received the PAGA Letter on or around January 2, 2020.

27 15. On January 16, 2020, just a few weeks after receiving Plaintiff's letter to the
28 LWDA and a copy of the class action complaint, Defendants terminated Plaintiff's employment.

16. Plaintiff is informed and believes and thereon alleges that Defendants had knowledge of the LWDA letter and the class action complaint prior to terminating Plaintiff's employment. Plaintiff is further informed and believes and thereon alleges that Defendants terminated his employment in retaliation for engaging in activity protected by the California Labor Code, including but not limited to, making complaints about Defendants' violations of the Labor Code, filing the class action, and sending the letter to the LWDA.

FIRST CAUSE OF ACTION

Retaliation

[Labor Code §§ 98.6; 232.5 and 1102.5]

17. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

18. At all times relevant herein, Labor Code Sections 98.6, 232.5 and 1102.5 were in full force and effect and was binding upon Defendants. Said sections makes it unlawful for an employer to retaliate against an employee for, among other things, reporting a violation of California laws or regulations to a governmental agency, participating in a lawsuit, initiating an action or notice pursuant to Labor Code § 2699, making a written or oral complaint regarding owed wages, or disclosing information about the employer's working conditions.

19. As set forth fully above, Plaintiff engaged in protected activity under Labor Code Sections 98.6, 232.5 and/or 1102.5, including but not limited to reporting unlawful employment practices to Defendants, the LWDA, and filing the class action for, among other things, unpaid wages and inaccurate wage statements. Defendants violated these Sections by retaliating against and terminating Plaintiff's employment.

20. In addition, as a proximate result of the wrongful conduct of Defendants, and each of them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment benefits in an amount according to proof at the time of trial.

21. As a proximate result of the wrongful conduct of Defendants, and each of them, Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to Plaintiff's damage in an amount according to proof at the time of trial.

1 22. In doing the acts herein alleged, Defendants, and each of them, acted willfully with
2 oppression, fraud, and malice, and in conscious disregard of Plaintiff's rights, and thus, is
3 therefore entitled to punitive damages in an amount to be determined at trial according to proof.

4 23. Plaintiff has also incurred and continues to incur attorney's fees and legal expenses
5 in an amount according to proof at the time of trial.

6 **SECOND CAUSE OF ACTION**

7 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

8 24. Plaintiff hereby incorporates by reference the allegations in the above paragraphs of
9 this Complaint as though fully set forth herein.

10 25. The discharge of Plaintiff by Defendants violates fundamental principles of public
11 policy in that there is a substantial and fundamental policy against terminating employees for
12 unlawful purposes, including on account of an employee's exercise of her right to report unlawful
13 employment practices, for complaining about wage violations, and for exercising rights under the
14 Constitution and laws of the State of California, including the right to file a lawsuit against an
15 employer for unpaid wages.

16 26. On or about January 16, 2020, Defendants wrongfully terminated Plaintiff's
17 employment. Plaintiff is informed and believes that his employment was terminated because,
18 among other reasons, he engaged in activity protected by the Labor Code by making complaints
19 about Defendants' violations of the Labor Code, causing the class action to be filed and causing
20 the letter to the LWDA to be sent.

21 27. In doing the acts described herein, Defendants deprived Plaintiff of prospective
22 career and employment opportunities, as well as other benefits, by failing to perform their duties
23 to administer and apply all State and local laws, procedures and regulations.

24 28. As a proximate result of Defendants' willful, despicable, and intentional conduct
25 towards Plaintiff, Plaintiff has sustained substantial losses in earnings and other employment
26 benefits.

27 29. As a proximate result of Defendants' willful, despicable, and intentional conduct
28 towards Plaintiff, Plaintiff has suffered and continue to suffer humiliation, and emotional distress;

1 the amount of such damages to be determined by proof at trial.

2 30. In light of Defendants' willful, knowing, malicious, and discriminatory conduct
3 towards Plaintiff, Plaintiff seeks an award of punitive and exemplary damages in an amount to be
4 determined at trial according to proof.

5 **THIRD CAUSE OF ACTION**

6 **ENFORCEMENT OF LABOR CODE § 2698 ET SEQ. ("PAGA")**

7 31. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 32. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
10 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
11 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
12 violation of the code may, as an alternative, be recovered through a civil action brought by an
13 aggrieved employee on behalf of himself or herself and other current or former employees
14 pursuant to the procedures specified in Labor Code § 2699.3.

15 33. Defendants' conduct violates numerous Labor Code section including, but not
16 limited to, the following: violation of Labor Code Sections 98.6 for retaliating against and
17 terminating Plaintiff's employment for engaging in protected activity, including but not limited to
18 reporting unlawful employment practices to Defendants, the LWDA, and filing the class action
19 for, among other things, unpaid wages and inaccurate wage statements.

20 34. Plaintiff is an "aggrieved employee" because he was employed by the alleged
21 violator and had one or more of the alleged violations committed against him, and therefore is
22 properly suited to represent the interests of all other aggrieved employees.

23 35. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as
24 to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and other
25 aggrieved employees under PAGA.

26 36. Pursuant to PAGA, Plaintiff is entitled to recover civil penalties, in addition to
27 other remedies, for violations of the Labor Code sections cited above.

28

1 37. For bringing this action, Plaintiff is entitled to attorneys' fees and costs incurred
2 herein.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment as follows:

5 1. For general damages in an amount according to proof, together with prejudgment
6 interest;

7 2. For special damages;

8 3. For compensatory damages according to proof, including past and future lost
9 earnings and other employment benefits, costs of seeking other employment and for damages for
10 personal injuries, emotional distress, humiliation and mental anguish;

11 4. For interest at the legal rate from the date of injury or pursuant to Code of Civil
12 Procedure section 3287;

13 5. For an award of attorney's fees pursuant to Labor Code sections 98.6, and Civil
14 Code section 1021.5, and any other applicable provisions of California statutory or common law;

15 6. For costs of suit incurred;

16 7. For injunctive relief;

17 8. For penalties pursuant to PAGA;

18 9. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
19 law, including, but not limited to, PAGA.

20 10. For punitive and exemplary damages, according to proof; and

21 11. For any other and further relief as the Court deems just and proper.

22
23 DATED: April 10, 2020

AEGIS LAW FIRM, PC

24
25 By: 

Fawn F. Bekam

Attorneys for Plaintiff Chafen Suttle

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On April 10, 2020, I served the foregoing document entitled:

5 • **FIRST AMENDED COMPLAINT**

6 on all the appearing and/or interested parties in this action by placing ☐ the original ☒ a
true copy thereof enclosed in sealed envelope(s) addressed as follows:

7 Travis M. Gemoets
8 Jeffer Mangels Butler & Mitchell LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, CA 90067

9 *Attorneys for Defendant Children's Hospital*
10 *Los Angeles*

11 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
12 correspondence for mailing. Under that practice it would be deposited with the U.S.
13 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
14 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed.*
R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).)

15 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
16 practice of Aegis Law Firm PC for collection and processing correspondence for
17 overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).)

18 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
19 electronic transmission via Case Anywhere on the date below. (*Cal. Code Civ. Proc. §*
1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).)

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22 Executed on April 10, 2020, at Irvine, California.

23
24 _____
25 Fawn F. Bekam
26
27
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