

1 ARIN NORIJANIAN, ESQ. (SBN 260936)
arin@arinjames.com
2 JAMES H. DEMERJIAN, ESQ. (SBN 266525)
james@arinjames.com
3 **ARIN | JAMES LLP**
4 100 North Brand Blvd., Suite 620
Glendale, CA 91203
5 (818) 476-0133 | Fax: (818) 230-5243
6 Attorneys for Plaintiff,
JULIET HAKHVERDIAN
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
10

11 JULIET HAKHVERDIAN, an individual,
12 Plaintiff,
13 vs.

14 STARLINE TOURS OF HOLLYWOOD,
15 INC., a California Corporation; KAMROUZ
16 FARHADI, an individual; and DOES 1
through 20, inclusive,
17 Defendants.
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Case No. 20STCV22079

Judge: Hon. Lia Martin
Dept.: 16

**FIRST AMENDED COMPLAINT FOR
DAMAGES, UNPAID WAGES,
INJUNCTIVE RELIEF AND
REPRESENTATIVE ACTION FOR PAGA
PENALTIES FOR:**

1. **Discrimination on the basis of race, national origin, and disability, (California Govt. Code §§12940, *et seq.*)**
2. **Unlawful Workplace Language Policy (California Gov. Code § 12951)**
3. **Harassment on the basis of race, national origin, and disability (California Govt. Code §§12940, *et seq.*)**
4. **Retaliation (California Govt. Code §§12940, *et seq.*)**
5. **Violation of and Interference With CFRA (California Govt. Code § 12945.2)**
6. **Failure to Prevent Discrimination, Harassment, and Retaliation (California Govt. Code §§12940, *et seq.*)**

7. **Wrongful Termination in Violation of Public Policy**
8. **Intentional Infliction of Emotional Distress**
9. **Violation of California Labor Code § 226.7 and 512 (Failure to Provide Meal Period)**
10. **Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods)**
11. **Violation of California Labor Code §§ 201-204 (Wages Not Paid Upon Termination and By The Appropriate Pay Period)**
12. **Violation of California Labor Code §§ 1194, 1197 and 1197.1 (Failure to Pay Minimum Wage)**
13. **Violation of California Labor Code §§ 510, and 1194 (Failure to Pay Overtime)**
14. **Violation of California Labor Code § 226(a) (Improper Wage Statements)**
15. **Violation of California Labor Code § 2802 (Failure to Reimburse Business Expenses);**
16. **Violation of California Labor Code §§ 1174, 1174.5 and 1198 (Failure to Maintain Records)**
17. **Violation of California Business & Professions Code § 17200, et seq. (Unfair Competition)**
18. **Failure to Comply with Labor Code §§ 226 and 1198.5 – Failure to Produce Wage Statements and Personnel File**
19. **Violation of California Labor Code §§ 2698, et seq. (PAGA)**

DEMAND FOR JURY TRIAL

Complaint filed: June 11, 2020
Trial date: Not set.

NATURE OF ACTION

1. Plaintiff JULIET HAKHVERDIAN (“Plaintiff” OR “HAKHVERDIAN”) brings this individual and representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), on behalf of herself and all other aggrieved current and former employees of Defendants STARLINE TOURS OF HOLLYWOOD, INC. (“STARLINE”), KAMROUZ FARHADI (“FARHADI”), and DOES 1 through 20, inclusive (collectively, “Defendants” unless otherwise provided), for engaging in a pattern and practice of wage and hour violations under the California Labor Code. Plaintiff also seeks, among other things, statutory, compensatory and punitive damages, interests as allowed by law, costs, attorneys’ fees, and other appropriate and just relief due to Defendants’ unlawful conduct in violation of California Government Code §§ 12940 *et seq.*, 12945.2, Labor Code §§ 226, 1198.5, and 1102.5, and for wage and hour violations under the California Labor Code, as well as California’s public policy and related damages, attorney’s fees, and equitable relief.

2. Additionally, Plaintiff brings this individual and representative action against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders; on information and belief, IWC Wage Order No. 4 is applicable to Defendants’ business and trade.

3. In addition to seeking individual relief, Plaintiffs bring this action on behalf of all current and former non-exempt employees and on behalf of all current and former misclassified employees who were employed by Defendants in the State of California during the applicable PAGA time period (hereinafter referred to as “Aggrieved Employees”).

4. STARLINE employed HAKHVERDIAN as a hotel sales manager from in or around March 2014 until Defendants wrongfully reprimanded and terminated her employment on or about October 2, 2019 in violation of the public policies pursuant to the Fair Employment and Housing Act by falsely claiming that the termination was the result of a lay off due to the “seasonal decline of the business.” Defendants’ real reason for the reprimands and termination was because of her race, national origin, disabilities, because she opposed unlawful discrimination and harassment, because she engaged in protected activity by requesting an accommodation and

exercising her rights under the California Family Rights Act (“CFRA”) and/or some combination of these protected characteristics and/or conduct. Defendants discriminated against and harassed HAKHVERDIAN based on her race, national origin, and disabilities. Defendants also had an unlawful workplace language policy under California Government Code § 12951. Finally, Defendants misclassified HAKHVERDIAN as an exempt employee and thus, she is entitled to unpaid wages for all hours worked, overtime pay, meal and rest break premiums and derivative penalties.

5. This complaint also challenges systemic illegal employment practices resulting in violations of the California Labor Code against Defendants.

6. Plaintiff is informed and believes and based thereon alleges that Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees. Due to Defendants’ misclassification of their position as exempt, Defendants’ systematic pattern of wage and hour and IWC Wage Order violations toward Plaintiff and other Aggrieved Employees include, *inter alia*:

- a. Failure to provide compliant meal and rest periods;
- b. Failure to pay all minimum, regular, and overtime wages;
- c. Failure to reimburse for all business expenses;
- d. Failure to maintain true and accurate records;
- e. Failure to provide accurate itemized wage statements; and
- f. Failure to timely pay wages due during and upon separation of employment.

7. Plaintiff brings this lawsuit against Defendants seeking restitution, declaratory judgment, injunctive relief, and monetary relief on behalf of herself and all other Aggrieved Employees of Defendants in California. Plaintiff seeks to recover, *inter alia*, unpaid wages, unreimbursed expenses, interest, attorney’s fees, damages, liquidated damages, penalties, and costs pursuant to Labor Code sections 201, 202, 204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 98.6, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2698, et seq, 2802, California Business and Professions Code section 17200, et seq., and the provisions of the applicable IWC Wage Order.

1 8. Plaintiff reserves the right to name additional representatives throughout the State
2 of California.

3 **PARTIES, THEIR AGENTS AND JOINT LIABILITY**

4 9. At all relevant times herein, Plaintiff was a resident and now is an individual
5 residing in the County of Los Angeles, State of California. Defendants employed Plaintiff from
6 March 2014 to October 2, 2019. During the entire tenure of her employment, Defendants
7 misclassified Plaintiff's position as exempt. Plaintiff worked at various in Los Angeles, California
8 area.

9 10. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section
10 2699(c) because she was employed by Defendants and suffered one or more of the violations
11 committed by Defendants.

12 11. At all relevant times herein, Defendant STARLINE was a California corporation
13 with its principal executive office in Los Angeles, California, and doing business throughout the
14 County of Los Angeles, California. Defendant STARLINE is an employer as defined by the
15 California Fair Employment and Housing Act ("FEHA"), California Government Code §§ 12926
16 and 12940, as it regularly employs five or more employees, is an employer as defined by
17 Government Code § 12945.2(c)(2), as it is alleged that Defendant STARLINE directly employs 50
18 or more persons to perform services for a salary or wage under the California Family Rights Act
19 ("CFRA"). Defendant STARLINE was and is an employer of Plaintiff and of other Aggrieved
20 Employees within the meaning of the California Labor Code, the applicable Wage Order.
21 Defendant STARLINE exercised control over the wages, hours and working conditions of
22 Plaintiff and other Aggrieved Employees, and supervised her work. Defendant STARLINE
23 suffered and permitted Plaintiff and other Aggrieved Employees to work. Defendant STARLINE
24 knew or reasonably should have known that Plaintiff and other Aggrieved Employees were
25 subjected to unlawful working conditions.

26 12. All relevant times herein, Defendant STARLINE was an employer whose
27 employees were and are engaged to work in the State of California.
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1 13. The true names and capacities, whether corporate, associate, individual or
2 otherwise of defendants DOES 1 through 20, inclusive, are unknown to Plaintiff, who therefore
3 sues said defendants by such fictitious names pursuant to California Code of Civil Procedure §
4 474. Each of the defendants designated herein as a DOE is negligently or otherwise legally
5 responsible in some manner for the events and happenings herein referred to and caused injuries
6 and damages proximately thereby to Plaintiff, as herein alleged. Plaintiff is informed and believes
7 and thereon alleges that each of said fictitious Defendants were responsible in some way for the
8 matters alleged herein and proximately caused Plaintiff to be subject to the illegal employment
9 practices, wrongs and injuries complained of herein. Plaintiff will ask leave of court to amend this
10 Complaint to show their names and capacities when the same have been ascertained.

11 14. Whenever and wherever reference is made in this complaint to any act or failure to
12 act by a defendant or defendants, such allegations and references shall also be deemed to mean the
13 acts and/or failures to act by each defendant acting individually, jointly, and severally.

14 15. Unless otherwise indicated herein, each Defendant herein sued is the agent, co-
15 conspirator, joint venture, partner, and/or employee of every other Defendant and, as alleged, has
16 been acting within the course and scope of said agency, conspiracy, joint venture, partnership,
17 and/or employment, with the knowledge and/or consent of co-Defendants, and each of them.
18 Moreover, Plaintiff is informed and believes and thereon alleges that each Defendant has
19 authorized and/or ratified the wrongful activities of each of the remaining Defendants and their
20 agents.

21 16. At all times herein mentioned, each of said Defendants participated in the doing of
22 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
23 Defendants, and each of them, were the agents, servants and employees of each of the other
24 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
25 within the course and scope of said agency and employment.

26 17. At all relevant times, Plaintiffs and, on information and belief, other Aggrieved
27 Employees of Defendants in California were subject to the same policies, practices, and
28 procedures governing their employment and their payment of wages and hours worked.

1 18. Plaintiff is informed and believes and thereon alleges that at all times herein
2 mentioned Defendants and DOES 1 through 20, are and were corporations, business entities,
3 individuals, and partnerships, licensed to do business and actually doing business in the State of
4 California.

5 19. Plaintiff is informed and believes and based thereon alleges that at all times
6 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
7 joint venturer of, or working in concert with each of the other co-Defendants and was acting
8 within the course and scope of such agency, employment, joint venture, or concerted activity. To
9 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
10 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
11 Defendants.

12 20. At all times herein mentioned, Defendants, and each of them, were members of,
13 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
14 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

15 21. At all times herein mentioned, the acts and omissions of various Defendants, and
16 each of them, concurred and contributed to the various acts and omissions of each and all of the
17 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
18 herein mentioned, Defendants, and each of them, ratified each and every act or omission
19 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
20 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
21 damages as herein alleged.

22 22. Plaintiff alleges on information and belief that the named and DOE Defendants
23 were: (1) acting as express agents, ostensible agents, servants, partners, and/or employees of each
24 other; (2) acting within the scope of and pursuant to such agency and employment, and with the
25 full knowledge, consent, permissions, approval and ratification, either express or implied, of each
26 of the other defendants and benefited from the actions of every other defendant, thereby adopting
27 such conduct and actions as their own; (3) acting as other's alter egos; and (4) aiding and abetting
28 and offering substantial assistance to each other in the commissions of the alleged wrongful acts.

23. Plaintiff is informed and believes, and based thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants, each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent the official policies of Defendant STARLINE.

24. Defendants, including DOES 1 THROUGH 20, were Plaintiff's employers or persons acting on behalf of Plaintiff's employer, within the meaning of California Labor Code section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558, at all relevant times.

25. Defendants, including DOES 1 THROUGH 20, were Plaintiff's employers or persons acting on behalf of Plaintiff's employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendant FARHADI is a California resident who owns, operates, and/or manages Defendant STARLINE, the company at issue in this lawsuit. Plaintiff is informed and believed, and based thereon alleges, that Defendant FARHADI is an owner, director, officer, managing agent and/or is acting on behalf of Defendant STARLINE, the employer and company at issue in this lawsuit. On information and belief, and based thereon alleged, Defendant FARHADI is a resident of the County of Los Angeles in the State of California.

JURISDICTION AND VENUE

27. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other trial courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. The Superior Court of

1 California has jurisdiction over this matter pursuant to the California Labor Code and the
2 California Business & Professions Code. The Court also has subject-matter jurisdiction to hear
3 this case because Plaintiff is informed and believes that the monetary damages and restitution
4 sought herein for Defendants' conduct exceeds the minimum jurisdictional limits of the Superior
5 Court.

6 28. The California Superior Court has jurisdiction over Defendants because Defendant
7 STARLINE is a California corporation with its principal place of business within the State of
8 California and was at all relevant times authorized and did do business in the State of California.
9 Further, Plaintiff resides in the State of California and the illegal conduct herein took place within
10 the State of California.

11 29. Venue is proper in this Court pursuant to Code of Civil Procedure sections 395(a)
12 and 395.5 because Defendants reside, maintain their principal California offices, transact business,
13 and/or have an agent in Los Angeles County and Defendants are otherwise within this Court's
14 jurisdiction for purposes of service of process. On information and belief, Defendants employ
15 numerous individuals throughout Los Angeles County in the State of California

16 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

17 30. On March 31, 2020, HAKHVERDIAN filed a timely complaint with the
18 Department of Fair Employment and Housing ("DFEH") and received her right to sue letter. A
19 true and correct copy of the complaint and right-to-sue letter is attached herein as **EXHIBIT 1**.

20 31. On March 31, 2020, HAKHVERDIAN amended her DFEH complaint with the
21 DFEH and received an amended DFEH complaint. A true and correct copy of the amended
22 complaint is attached hereto as **EXHIBIT 2**.

23 **GENERAL ALLEGATIONS**

24 32. HAKHVERDIAN is Armenian and is originally from the country of Iran.
25 HAKHVERDIAN speaks English, Armenian, and Farsi.

26 33. STARLINE is in the business of providing tours to people in and visiting Los
27 Angeles.

1 34. DEFENDANTS hired HAKHVERDIAN in or around March 2014 as an account
2 executive of hotel sales and services. As an account executive of hotel sales and services,
3 HAKHVERDIAN would visit various hotels in different parts of Los Angeles and served as a
4 coordinator between DEFENDANTS and the hotels. HAKHVERDIAN would help hotel front
5 desk and concierge agents learn more about different tours and services provided by
6 DEFENDANTS and to help them book more of DEFENDANTS' tour packages.

7 35. In or around 2018, HAKHVERDIAN was promoted to the position of hotel sales
8 manager. As a Hotel Sales Manager, HAKHVERDIAN reported to her supervisors, Kathleen
9 Doyle, Gwen Slaughter, and Monna Sanner. At all relevant times, Doyle, Slaughter, and Sanner
10 were employed by DEFENDANTS and were supervisors within the meaning of Government Code
11 § 12926.

12 36. HAKHVERDIAN was a successful employee, as evidenced by her promotion.
13 Moreover, she received written commendations from Defendants. On or around June 6, 2016,
14 Mike Nathanian wrote a memo to Gwen Slaughter recommending an increase to her salary. He
15 stated, "In [the] two years that she has been part of [the] company she has been [a] great asset to
16 our Starlin [sic] team. She has a good work ethic and always take [sic] care of problems as they
17 arise and make [sic] sure to follow up when it is necessary. I believe that she has constantly
18 exceeded expectation and goals I have set for her. It is with this that I would like to request a
19 salary increase for her." In or around 2018, Slaughter wrote HAKHVERDIAN a letter of
20 reference to the International Tour Management Institute Awards (ITMI) Program for a
21 symposium scholarship. Slaughter stated, "She is trying her best to do her job in the best way
22 possible in the tour and tourism industry and Starline tours is satisfied for what she did [sic] and
23 she is doing as a responsible employee."

24 37. Beginning in or around 2019, Defendants engaged in a concerted pattern of
25 harassment, discrimination, and retaliation against HAKHVERDIAN based on her race, national
26 origin, disability (cataract and subsequent cataract surgery), related medical leave of absence,
27 request for accommodation, and her protests against illegal conduct.

38. Defendants' harassing conduct was severe or pervasive, was unwelcomed by Plaintiff and a reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile or abusive. Plaintiff did not welcome Defendants' discriminatory and harassing conduct and found the work environment Defendants created to be hostile. Plaintiff was extremely offended by Defendants' discriminatory and harassing statements and conduct.

39. In or around 2019, HAKHVERDIAN'S supervisor, Mona Sanner, told HAKHVERDIAN to stop speaking Farsi to a coworker. HAKHVERDIAN objected to Sanner's reprimand and complained to Sanner that she was simply greeting her coworker and that she should be able to speak in Farsi. HAKHVERDIAN believed that Sanner's discriminatory and harassment statement to her to not speak Farsi was about her race and/or national origin. HAKHVERDIAN was extremely offended by Sanner's discriminatory and harassing statement and/or conduct. On information and belief, and based thereon alleged, Sanner had a discriminatory animus against Armenians and Iranians. Plaintiff did not welcome Sanner's discriminatory and harassing conduct and found the work environment Sanner created to be hostile.

40. On or around May 15, 2019, HAKHVERDIAN sent an email to her supervisor Doyle in which she complained that she was not being sufficiently reimbursed and compensated for her mileage and drive time.

41. On or around June 12, 2019, Defendants' harassment, discrimination, and retaliation continued when Defendants attempted to terminate HAKHVERDIAN'S employment, claiming that she was not meeting sales goals. This was false. HAKHVERDIAN objected to the discriminatory attempt to terminate her employment and proved to Defendants that she was in fact meeting her goals. As a result of the proof she provided, Defendants were left with no choice but to rescind her termination and reinstated her.

42. A few days later, on or about June 19, 2019, Defendants issued HAKHVERDIAN with a discriminatory and retaliatory write-up despite the fact that HAKHVERDIAN had already proven to Defendants that she was meeting sales goals, she was written up for performance issues, including sales and productivity.

1 43. On or around June 8, 2019, DEFENDANTS customer sent HAKHVERDIAN an
2 email in which she complained about sub-standard service she received from DEFENDANTS and
3 requested a refund.

4 44. On or around June 10, 2019, HAKHVERDIAN forwarded the customer complaint
5 to Doyle and others along with specific information regarding the complaint. Later that day,
6 Doyle forwarded the complaint to Slaughter, and others. HAKHVERDIAN also replied to the
7 customer and politely apologized for the inconvenience and the bad experience. She informed the
8 customer that Defendants would send the refund request “ASAP.”

9 45. On or around July 16, 2019, HAKHVERDIAN began a leave of absence as she
10 needed cataract surgery. She was on a medical leave of absence through August 4, 2019.

11 46. All the while, Defendants apparently never refunded the unhappy customer per her
12 request in June 2019. On information and belief, and based there on alleged, the customer emailed
13 HAKHVERDIAN on or about July 28, 2019 inquiring about the status of her refund. The
14 customer received HAKHVERDIAN’S email auto-response which stated she would be out of the
15 office from July 16, 2019 through August 4, 2019, and back to work on August 5, 2019. Doyle’s
16 contact information was included in the auto-response.

17 47. Immediately after HAKHVERDIAN returned from her medical leave of absence,
18 Defendants continued and increased their campaign of harassment, discrimination, and retaliation
19 against her by continuing to present her with false written warnings.

20 48. On or around August 6, 2019, the unhappy customer sent HAKHVERDIAN
21 another email, noting that two months had passed since her request for her refund in the amount of
22 \$106. HAKHVERDIAN replied to the customer the next day, on or about August 7, 2019, and
23 apologized for the delay, informed her that she was on a sick leave and had just returned to the
24 office, and that she emailed her supervisor Doyle to process the refund. The customer replied that
25 same day stating, “I hope you are feeling better. Thank you for forwarding to Kathleen. I did
26 include Kathleen on a chaser email on a previous email but again did not receive a response in
27 your absence. Please can you both confirm when my refund will be processed.” Doyle replied to
28 the customer’s email the same day and stated, “I am sorry that you have not received a response.”

1 Doyle then lied to the customer in a follow up email sent that same day and stated, “I have put in
2 your complaint to the Management of Hope On Hop Off. ***I did not have the original complaint***
3 ***but now that Juliet is back she has emailed it to me.*** I promise I will stay in touch on the
4 progress.” (Emphasis added). On or around August 18, 2019, the customer sent Doyle an email
5 stating, “Well nearly another two weeks have gone by, please can you chase my refund!!”

6 49. On or about August 12, 2019, Defendants issues HAKHVERDIAN with two
7 separate discriminatory and retaliatory written warnings. In the first written warning, Defendants
8 accused HAKHVERDIAN of not submitting the unhappy customer’s complaint “in the proper
9 format,” and claimed that this was the reason the customer’s refund was delayed. This statement
10 was false and pretext for discrimination and retaliation. HAKHVERDIAN protested this illegal
11 write up and Defendants ignored her complaint. In the second written warning, Defendants
12 accused HAKHVERDIAN of not following procedure when releasing commission monies to the
13 Freehand Hotel. HAKHVERDIAN refused to sign this discriminatory and retaliatory write up,
14 complained about it, and handwrote her side of the story. Defendants ignored
15 HAKHVERDIAN’S complaint. HAKHVERDIAN was desperate to prove this write up was false
16 and investigated the matter further. On or around August 28, 2019, Doyle sent HAKHVERDIAN
17 an email demanding she stop her investigation and that the write up would not be removed from
18 her file.

19 50. On or around August 20, 2019, Doyle emailed Oksana Babayan, DEFENDANTS’
20 Vice President of Market Development, with regard to the refund to the unhappy customer and
21 stated, “With Juliet [sic] absence the emails got split between myself and Juliet. Here is the guest
22 info and confirmation number is attached to the first email complaint. Please let me know if I can
23 be of anymore assistance.” Doyle blamed HAKHVERDIAN’S leave of absence as the reason for
24 the delay in refunding the customer. This was not true as Doyle had received the email and the
25 complaint in June.

26 51. Approximately one hour later, HAKHVERDIAN emailed Babayan and stated, “I
27 will explain everything to you in person about this delay. Guest sent an email to SLT Info on 6/8
28 nobody paid attention. Then she sent an email to me 8/10 I forwarded that email to you, Alex, and

1 Kathleen [Doyle]...After I came back I got an email from guest on 8/6 and again I forwarded it to
2 Kathleen. We also talked over the phone then they found out that it has not been refunded...”

3 52. On or around August 22, 2019, Babayan replied to both HAKHVERDIAN and
4 Doyle. She stated, “The complaints were assigned to Anahita so I am not sure why this was not
5 responded. This will be refunded so please confirm to the guest and hotel or let me know who
6 will be the person to contact.”

7 53. Regardless, the discriminatory and retaliatory write up from August 12, 2019 was
8 not removed from HAKHVERDIAN’S personnel file.

9 54. In continuation of and consistent with Defendants’ harassing and discriminatory
10 conduct, on or around September 5, 2019, Defendants memorialized their unlawful workplace
11 language policy and issued an illegal “English only” memorandum to its accounting, sales,
12 operations department managers and staff. The memorandum stated, “In order to maintain a
13 courteous and comfortable work environment for all, the following rules will apply:...All
14 employees MUST speak English **ONLY** in the workplace. Communicating in other languages is
15 not only rude but unprofessional.” (Emphases in original). This directive was not only offensive,
16 inappropriate, discriminatory and harassing, but it was also illegal on its face. Plaintiff is
17 informed and believes, and based thereon alleges, that Defendants HAKHVERDIAN believed that
18 Defendants’ discriminatory and harassing “English only” memorandum was about her race and/or
19 national origin. HAKHVERDIAN was extremely offended by this memorandum and found the
20 work environment Defendants were creating to be hostile. A reasonable person in
21 HAKHVERDIAN’S shoes would have also found the memorandum and directive to create a
22 hostile work environment.

23 55. Defendants’ “English only” policy serves to harass Plaintiff and other employees
24 who were of Armenian race, Iranian national origin and/or otherwise originated from a non-
25 English speaking country; it is facially discriminatory; and it is a per se FEHA violation.
26 California Government Code § 12951(a) prohibits English only policies unless the language
27 restriction is justified by a “business necessity.” Government Code § 12951(b) defines “business
28 necessity” as “overriding legitimate business purpose such that the language restriction is

1 necessary to the safe and efficient operation of the business, that the language restriction
2 effectively fulfills the business purpose it is supposed to serve, and there is no alternative practice
3 to the language restriction that would accomplish the business purpose equally well with a lesser
4 discriminatory impact.” Plaintiff is informed and believes, and based thereon alleges, that
5 Defendants’ “English only” policy was not justified by a “business necessity,” as defined by
6 Government Code 12951(b).

7 56. On or about October 2, 2019, Defendants terminated HAKHVERDIAN’S
8 employment. Defendants claimed that she was being laid off “due to the seasonal decline of the
9 business.” HAKHVERDIAN is informed and believes, and based thereon alleges, that this reason
10 was pretextual and coverup Defendants’ real discriminatory and/or retaliatory reasons for
11 HAKHVERDIAN’s termination.

12 57. HAKHVERDIAN is informed and believes, and based thereon alleges, that
13 Defendants’ real reason they terminated her employment was because of her race, national origin,
14 disabilities, her opposition to discrimination and harassment, and her requests and need for an
15 accommodation and/or medical leave, and/or some combination of these protected characteristics
16 and/or conduct.

17 58. On or around February 11, 2020, HAKHVERDIAN’S counsel of record sent
18 DEFENDANTS a letter pursuant to California Labor Code §§ 226 and 1198.5, requesting
19 DEFENDANTS to allow HAKHVERDIAN to inspect her wage statements and personnel file (a
20 statutory right). The letter, along with verification signed by HAKHVERDIAN, was sent to
21 DEFENDANTS via Certified Mail. The letter was sent to the same DEFENDANTS address that
22 is listed on DEFENDANTS’S Secretary of State filings – 6801 Hollywood Blvd., Suite 207,
23 Hollywood, California 90028. On March 13, 2020, Defendants received the letter requesting
24 production of HAKHVERDIAN’s wage statements and personnel file.

25 59. DEFENDANTS never responded to the letter and never produced the requested and
26 required documents. DEFENDANTS has failed to comply with Labor Code §§ 226 and 1198.5,
27 thereby entitling HAKHVERDIAN to recovery statutory penalties and attorney’s fees.

28

60. Due to Defendants' wrongful conduct, Plaintiff has suffered significant emotional distress and economic damages, including her monthly salary, benefits, and other damages assessed by an expert.

ALLEGATIONS REGARDING DEFENDANTS' WAGE AND HOUR VIOLATIONS

61. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

62. Defendants classified HAKHVERDIAN's and on information and belief, other Aggrieved Employees' positions as exempt throughout the duration of their employment and based on that classification, paid them a set predetermined salary. Relying upon their classification, Defendants did not pay HAKHVERDIAN and on information and belief, other Aggrieved Employees a premium rate for overtime hours worked nor did they ensure that they receive compliant meal or rest breaks. Defendants, however, misclassified HAKHVERDIAN's and on information and belief, other Aggrieved Employees' position as exempt because they did not employ them in a position that met the requirements of an exemption as defined under Wage Order No. 4, the applicable Wage Order alleged herein. Due to Defendants' misclassification of their position, HAKHVERDIAN and on information and belief, other Aggrieved Employees are entitled to payment for all unpaid wages, hours worked, overtime pay, premium pay for missed meal and rest breaks, derivative penalties, and/or PAGA penalties and other relief requested herein.

63. HAKHVERDIAN's and on information and belief, other Aggrieved Employees' duties included, but were not limited to: building and managing relationships with assigned accounts (hotel concierge teams) in order to hit sales targets, providing product training to existing and new hotel teams, communicating with and assisting hotel concierges with day to day inquiries, scheduling and conducting daily follow up meetings/calls with partner hotels and potential hotels, communicating updates via email, building and maintaining an accurate database of hotel concierge teams for assigned areas, sourcing information from hotels (number of rooms, average occupancy, guest profile, etc.) and compiling this in a database, providing weekly activity reports

1 and participating in sales and management team efforts, presenting sales reports and realistic
2 forecasts to the management team, and identifying market shifts.

3 64. HAKHVERDIAN and on information and belief, other Aggrieved Employees did
4 not sell services or goods to Defendants' customers. Instead, HAKHVERDIAN and on
5 information and belief, other Aggrieved Employees were responsible for maintaining relationships
6 with hotel concierge employees, who were the people actually selling Defendants' services to the
7 hotel guests. Indeed, Defendants would pay the third-party hotel concierges and employees with
8 cash payments in envelopes as a form of commission for their efforts. HAKHVERDIAN and on
9 information and belief, other Aggrieved Employees would also train hotel concierge employees on
10 Defendants' services so that the hotel concierges and employees could more effectively sell
11 Defendants' services. Accordingly, HAKHVERDIAN and on information and belief, other
12 Aggrieved Employees were misclassified as exempt employees.

13 65. HAKHVERDIAN and, on information and belief, other Aggrieved Employees
14 routinely worked overtime each day and averaged anywhere between 10-12 hours of work each
15 day. Defendants would not keep track of HAKHVERDIAN's and, on information and belief, of
16 other Aggrieved Employees' time worked and would instead pay them a flat salary.
17 HAKHVERDIAN and, on information and belief, other Aggrieved Employees would receive calls
18 from hotels late in the evenings, early in the mornings, and over the weekends with questions and
19 customer complaints that they had to resolve. None of this time worked was paid, including no
20 overtime pay. Moreover, HAKHVERDIAN's and, on information and belief, other Aggrieved
21 Employees' wage statements did not contain the number of hours worked (neither regular hours
22 nor overtime hours).

23 66. Due to Defendants' misclassification of their positions, Defendants denied Plaintiff
24 and, on information and belief, other Aggrieved Employees' rights afforded to them under the
25 California Labor Code and the Industrial Welfare Commission Wage Orders. Specifically, due to
26 Defendants' misclassification, Defendants failed to provide Plaintiff and, on information and
27 belief, other Aggrieved Employees with compliant meal and rest periods, did not properly
28 compensate Plaintiff and, on information and belief, other Aggrieved Employees for all hours

1 worked, failed to maintain accurate records, failed to provide Plaintiff and, on information and
2 belief, other Aggrieved Employees with accurate itemized wage statements, failed to accurately
3 her and, on information and belief, other Aggrieved Employees sick pay and provide notice of
4 same to Plaintiff and, on information and belief, other Aggrieved Employees, failed to reimburse
5 Plaintiff and, on information and belief, other Aggrieved Employees for all necessary expenses,
6 and failed to pay Plaintiff and, on information and belief, other Aggrieved Employees with all
7 wages due and owing by the times set forth by law. Also, due to Defendants' misclassification of
8 their positions, Defendants also did not pay Plaintiff and, on information and belief, other
9 Aggrieved Employees the requisite meal and/or rest period premium pay of an additional hour of
10 wages for missed and/or late meal and/or rest periods. On information and belief, Defendants
11 have a company-wide policy of never paying Plaintiff and other Aggrieved Employees for missed
12 and/or late meal and/or rest periods.

13 67. Defendants had a pattern and practice of not providing Plaintiff and, on information
14 and belief, other Aggrieved Employees with legally compliant meal periods, even though Plaintiff
15 and, on information and belief, other Aggrieved Employees worked more than six (6) hours during
16 her workday, and also had a pattern and practice of not providing Plaintiff and, on information and
17 belief, other Aggrieved Employees, with a second legally complaint meal periods, even though
18 Plaintiff and, on information and belief, other Aggrieved Employees worked more than ten (10)
19 hours during her workday.

20 68. Based on information and belief, and based thereon alleged, Defendants have a
21 company-wide policy and practice of placing difficult and unreasonable daily hotel visit goals on
22 HAKHVERDIAN and, on information and belief, other Aggrieved Employees such that it was
23 very difficult to take a timely and did not provide Plaintiff and, on information and belief, other
24 Aggrieved Employees with the opportunity to take compliant meal periods. Additionally,
25 HAKHVERDIAN and, on information and belief, other Aggrieved Employees would not be
26 provided duty-free meal breaks such that she would receive work-related telephone calls and text
27 messages. Finally, Defendants did not pay the requisite meal period premium pay of an additional
28 hour of wages.

69. Thus, as a result of Defendants' illegal policies, Plaintiff and, on information and belief, other Aggrieved Employees were denied the opportunity to take legally compliant meal periods and were not compensated separately for the missed meal periods, in violation of the applicable Wage Order.

70. Defendants similarly have a pattern and practice of failing to authorize and permit Plaintiff and, on information and belief, other Aggrieved Employees to take legally compliant rest breaks of at least 10 minutes for every four-hour work period, or major fraction thereof. Based on information and belief, and based thereon alleged, Defendants have a company-wide policy and practice placing difficult and unreasonable daily hotel visit goals on HAKHVERDIAN and, on information and belief, other Aggrieved Employees such that it was very difficult to take a timely and was not authorized or permitted to take rest breaks throughout her shift.

71. Thus, as a result of Defendants' illegal policies, Plaintiff and, on information and belief, other Aggrieved Employees were not authorized or permitted to take legally compliant rest breaks and were not compensated separately for the missed rest breaks, in violation of the applicable Wage Order.

72. Although Plaintiff's meal and rest periods were regularly missed Defendants did not compensate Plaintiff and, on information and belief, other Aggrieved Employees an additional hour of pay at their regular rate of pay for the times that Plaintiff and, on information and belief, other Aggrieved Employees were not authorized or permitted to take a compliant and timely meal or rest period, in violation of Labor Code § 226.7.

73. Defendants did not and are not keeping accurate records or work hours for Plaintiff and, on information and belief, other Aggrieved Employees. Moreover, Defendants failed to accurately record Plaintiff's and, on information and belief, other Aggrieved Employees' hours worked, including but not limited to, Defendants failure to record the proper beginning and end of each work period, the total hours worked during the pay period, the applicable rates of pay, and the wages paid. For example, meal breaks were not accurately recorded on time records in violation of the Wage Order. As a direct consequence of Defendants' illegal policies, Defendants did not keep accurate records of the actual hours that Plaintiff and, on information and belief, other

1 Aggrieved Employees were under the control of Defendants, including, but not limited to, time
2 suffered and permitted to work, as well as all wages earned.

3 74. Defendants similarly failed to provide Plaintiff and, on information and belief,
4 other Aggrieved Employees with accurate itemized wage statements by issuing wage statements
5 that did not include the number of hours worked, the applicable rates of pay, including the correct
6 overtime rate as required under Labor Code section 226, did not include or reflect the payment of
7 the one hour premiums for non-compliant meal and/or rest periods, and did not include an accurate
8 balance of HAKHVERDIAN'S and, on information and belief, other Aggrieved Employees'
9 available sick leave. Additionally, Defendants violated Labor Code § 226(a) by issuing wage
10 statements that did not include: (1) the correct total regular and overtime hours worked, (2) the
11 correct amount of gross and net wages earned, and (3) all applicable hourly rates and the
12 corresponding number of hours worked at each hourly rate, as required under Labor Code section
13 226. As such, Defendants violated Labor Code section 226(a) by not providing accurate, itemized
14 wage statements to Plaintiff and, on information and belief, to other Aggrieved Employees by not
15 accurately reflecting the hours worked, as well as by not including the premium pay for missed
16 rest breaks and meal periods on the paystubs. Defendants similarly failed to provide Plaintiff and,
17 on information and belief, other Aggrieved Employees with accurate itemized wage statements.

18 75. Plaintiff and, on information and belief, other Aggrieved Employees incurred
19 expenses in direct consequence of the discharge of their duties of employment with Defendants,
20 but Defendants failed to adequately reimburse them for such expenses. For example, Plaintiff and,
21 on information and belief, other Aggrieved Employees were not properly compensated for travel
22 expenses. HAKHVERDIAN complained about Starline's failure to provide reasonable
23 reimbursements, and her complaint was unanswered. Despite Defendants' knowledge that
24 Plaintiff, were required to and did incur these expenses, Defendants failed to provide appropriate
25 reimbursement for these expenses, in violation of Labor Code § 2802.

26 76. To this date, Defendants have not paid Plaintiff and, on information and belief,
27 other Aggrieved Employees all wages owed, including all minimum, regular and overtime wages,
28 as well as all meal and rest period premium wages.

77. Defendants failed to pay Plaintiff and, on information and belief, other Aggrieved Employees all wages due during their employment because Defendants did not pay Plaintiff and, on information and belief, other Aggrieved Employees all minimum, regular, and overtime wages owed, as well as all meal and rest period premium wages owed, within the time required by Labor Code § 204.

78. Based on the policies and practices set forth above, Defendants failed to provide Plaintiff and, on information and belief, other Aggrieved Employees with accurate wage statements in violation of Labor Code § 226 and to pay all final wages owed to terminated employees under Labor Code § 203.

79. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about: (1) California and federal labor and wage law; (2) employment and personnel practices; and (3) the requirements of California and federal law.

80. Defendants knew or should have known that it had a duty to properly compensate Plaintiff and other Aggrieved Employee, and it willfully, knowingly, and intentionally failed to do so in order to increase its profits.

81. Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to immediate payment of their wages upon the termination of their employment.

82. Defendants knew or should have known that it was required to keep accurate payroll records showing the hours that Plaintiff other Aggrieved Employees worked.

83. Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law.

84. Defendants knew or should have known that it had an obligation to pay for all hours worked by Plaintiff and, on information and belief, other Aggrieved Employees, without reduction or rounding, but it willfully, knowingly, and intentionally failed to do so.

85. Defendants knew or should have known that it had an obligation to provide Plaintiff and, on information and belief, other Aggrieved Employees with off duty rest breaks and meal periods in accordance with California law, which it failed to do.

86. Defendants knew or should have known that it had an obligation to accurately track time for meal period with respect to Plaintiff and, on information and belief, other Aggrieved Employees in accordance with California law, which they failed to do.

87. Defendants knew or should have known that it had an obligation to reimburse Plaintiff and, on information and belief, other Aggrieved Employees for business expenditures, such as mileage, and other equipment and tools required for the performance of their jobs.

88. Based on the foregoing violations of the Labor Code and IWC Wage Order, Defendants engaged in unfair business practices in California and willingly and knowingly engaged in an employment pattern and practice that violated Business & Professions Code § 17200 *et seq.* Plaintiff and on information and belief, other Aggrieved Employees suffered damages due to Defendants' unfair, unlawful and/or fraudulent actions.

89. As a direct result of Defendants' violations alleged herein, Plaintiff and other Aggrieved Employees suffered and continue to suffer losses related to the use and enjoyment of wages due and owing to them, all to their respective damage in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

90. Additionally, due to Defendants' wrongful conduct, HAKHVERDIAN has suffered significant emotional distress and economic damages, including her salary, benefits and other damages assessed by an expert.

FIRST CAUSE OF ACTION

Discrimination on the Basis of Race, National Origin, and Disability

(Cal. Govt. Code §§12940, *et seq.*)

[Against all Defendants, Except FARHADI]

91. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

92. FEHA requires Defendants to refrain from discriminating against employees on the basis of race, national origin, medical condition, disability, or perceived disability, among others and to prevent discrimination and harassment on the basis of race, national origin, medical condition, disability, or perceived disability from occurring.

93. As aforementioned herein, Plaintiff was a member of the protect classes applicable herein based on her race (Armenian), national origin (from Iran), and her serious medical conditions or disability (cataract and subsequent cataract surgery), which made performance of major life activities difficult. Defendants were aware of Plaintiff's medical conditions/disabilities.

94. At all times relevant hereto, Plaintiff was performing competently and satisfactorily in the position she held with Defendants or could have performance competently and satisfactorily with reasonable accommodation.

95. Plaintiff suffered the adverse employment actions of race, national origin, and disability discrimination, harassment, retaliation, failure to investigate harassment and discrimination, failure to prevent harassment discrimination, being subjected to an unlawful workplace language policy, loss of gainful employment and related benefits, reprimands, termination of employment, and was harmed as result. Defendants' unlawful conduct alleged herein and above, was a substantial factor in causing Plaintiff's harm.

96. Plaintiff is informed and believes, and based thereon alleges, that her race, national origin, disabilities or perceived disabilities, participation in protected activity, opposition to discrimination and harassment, complaining to Defendants about their unlawful "English only" policy, requesting and taking of medical leave and/or some combination of these protected characteristics and/or activities were substantial motivating reasons and/or factors in the decision to subject Plaintiff to the aforementioned adverse employment actions.

97. Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiff's damages as stated below.

98. As a direct and legal result of the acts and omissions of aforesaid Defendants, Plaintiff was damaged.

99. As a direct, foreseeable, and proximate result of the wrongful conduct of each Defendant as herein alleged, Plaintiff has suffered and continues to suffer emotional distress and anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity advancement, job benefits, additional amounts of money and other employment benefits which Plaintiff would have received had she not be subjected to unlawful and/or wrongful conduct, all to her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at trial.

100. As a further proximate result of Defendants' discriminatory actions against Plaintiff, as alleged hereinabove and below, Plaintiff has been harmed in that she has suffered intangible loss of such employment and employment-related opportunities and experience from her position and lack of opportunities to perform duties and tasks within her lengthy experience and expertise, without limitation.

101. Plaintiff is informed and believes and thereon alleges that the above-alleged actions of Defendants were the result and consequences of Defendants' failure to supervise, control, direct, manage, and counsel those agents throughout Plaintiff's employment and that Defendants ratified, condoned and/or encouraged the discriminatory behavior and enabled agents to believe that their conduct was appropriate. By failing to stop the discrimination, harassment and retaliation, Defendants ratified the discriminatory and retaliatory conduct which, in turn, directly caused a vicious cycle of wrongful conduct with impunity.

102. As a direct and proximate result of Defendants' unlawful conduct, plaintiff has suffered and continues to suffer general and special, economic and non-economic damages in an amount to be proven at trial.

103. Indeed, Plaintiff has been caused, and did suffer, continues to suffer severe and/or permanent emotional distress and mental distress. Prior to the occurrences of the incidents, Plaintiff did not suffer from severe emotional distress or did not do so to the extent she currently does, which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

1 104. As a direct and legal result of the acts and omissions of aforesaid Defendants,
2 Plaintiff has been forced and/or may be forced to incur expenses for medical care and/or treatment,
3 all in an amount which is presently unknown. Plaintiff will pray leave of court to show the exact
4 amount of said expenses at the time of trial.

5 105. As a direct and legal result of the acts and omissions of aforesaid Defendants,
6 Plaintiff has suffered and/or will suffer monetary damages, including but not limited to a loss of
7 earnings. Plaintiff will pray leave of court to show the total amount of monetary damages when
8 ascertained and/or at the time of trial.

9 106. The acts of aforesaid Defendants were willful, wanton, malicious, intentional,
10 oppressive and despicable and were done in willful and conscious disregard of the rights, welfare,
11 and safety of Plaintiff, and were done by managerial agents and employees of Defendants, and/or
12 with their express knowledge, consent, and ratification. Defendants, through their officers,
13 managing agents and/or supervisors, authorized, condoned and/or ratified the unlawful conduct of
14 all of the other Defendants named in this action. By reason thereof Defendants' conduct
15 constitutes malice, oppression, or fraud under Civil Code §3294, entitling Plaintiff to punitive and
16 exemplary damages from Defendant STARLINE and DOES 1 through 20 in an amount to be
17 determined at the time of trial pursuant to Civil Code § 3294.

18 107. The foregoing conduct of Defendants was intended to cause injury to Plaintiff or
19 was despicable conduct carried on by Defendants with a willful and conscious disregard of the
20 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of
21 Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to
22 interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud
23 under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate
24 to punish or make an example of Defendant STARLINE and DOES 1 through 20.

25 108. By the acts and conduct of aforesaid Defendants, Plaintiff was directly and legally
26 caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and
27 future earning capacity, medical and related expenses for care and procedures now and in the
28

1 future, attorneys' fees, and other pecuniary loss not yet ascertained, for which Plaintiff will seek
2 leave of court to amend when ascertained.

3 109. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
4 attorneys' fees and costs, including expert fees pursuant to the FEHA.

5 110. The FEHA also provides remedies, including by not limited to, declaratory and
6 injunctive relief, which Plaintiff is entitled to as a result of aforesaid Defendants' unlawful
7 conduct.

8 111. Plaintiff has exhausted all applicable administrative remedies.

9 112. Plaintiff has been damaged in an amount within the jurisdictional limits of the
10 Court.

11 **SECOND CAUSE OF ACTION**

12 **Unlawful Workplace Language Policy**

13 **(Cal. Govt. Code §§ 12951)**

14 **[Against all Defendants, Except FARHADI]**

15 113. Plaintiff restates and incorporates by reference all above stated paragraphs as
16 though set forth herein.

17 114. California Government Code § 12951(a) prohibits English only policies unless the
18 language restriction is justified by a "business necessity." Government Code § 12951(b) defines
19 "business necessity" as "overriding legitimate business purpose such that the language restriction
20 is necessary to the safe and efficient operation of the business, that the language restriction
21 effectively fulfills the business purpose it is supposed to serve, and there is no alternative practice
22 to the language restriction that would accomplish the business purpose equally well with a lesser
23 discriminatory impact." Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants' "English only" policy was not justified by a "business necessity," as defined by
25 Government Code 12951(b).

26 115. Defendants instituted an "English only policy" in the workplace that was not in
27 compliance with Government Code § 12951.

116. In or around 2019, HAKHVERDIAN'S supervisor, Mona Sanner, told HAKHVERDIAN to stop speaking Farsi to a coworker. HAKHVERDIAN objected to Sanner's reprimand and complained to Sanner that she was simply greeting her coworker and that she should be able to speak in Farsi. HAKHVERDIAN believed that Sanner's discriminatory and harassment statement to her to not speak Farsi was about her race and/or national origin. HAKHVERDIAN was extremely offended by Sanner's discriminatory and harassing statement and/or conduct. On information and belief, and based thereon alleged, Sanner had a discriminatory animus against Armenians and Iranians. Plaintiff did not welcome Sanner's discriminatory and harassing conduct and found the work environment Sanner created to be hostile.

117. In continuation of and consistent with Defendants' harassing and discriminatory conduct, on or around September 5, 2019, Defendants memorialized their unlawful workplace language policy and issued an illegal "English only" memorandum to its accounting, sales, operations department managers and staff. The memorandum stated, "In order to maintain a courteous and comfortable work environment for all, the following rules will apply:...All employees MUST speak English **ONLY** in the workplace. Communicating in other languages is not only rude but unprofessional." (Emphases in original). This directive was not only offensive, inappropriate, discriminatory and harassing, but it was also illegal on its face.

118. Plaintiff is informed and believes, and based thereon alleges, that Defendants HAKHVERDIAN believed that Defendants' discriminatory and harassing "English only" memorandum was about her race and/or national origin. HAKHVERDIAN was extremely offended by this memorandum and found the work environment Defendants were creating to be hostile. A reasonable person in HAKHVERDIAN'S shoes would have also found the memorandum and directive to create a hostile work environment.

119. Defendants' "English only" policy served to harass and discriminate Plaintiff and other employees who were of Armenian race, Iranian national origin and/or otherwise originated from a non-English speaking country; was facially discriminatory; and a per se FEHA violation. Plaintiff is informed and believes, and based thereon alleges, that her race and national origin

1 and/or the race and/or national origin of her non-English speaking coworkers was a substantial
2 motivating reason for Defendants to institute an unlawful workplace language policy.

3 120. As a result of Defendants' unlawful workplace language policy, Plaintiff suffered
4 the adverse employment actions of race and national origin discrimination, harassment, retaliation,
5 failure to investigate harassment and discrimination, failure to prevent harassment discrimination,
6 being subjected to an unlawful workplace language policy, loss of gainful employment and related
7 benefits, reprimands, termination of employment, and was harmed as result. Defendants' unlawful
8 conduct alleged herein and above, was a substantial factor in causing Plaintiff's harm.

9 121. Plaintiff is informed and believes, and based thereon alleges, that her race, national
10 origin, participation in protected activity, opposition to discrimination and harassment,
11 complaining to Defendants about their unlawful "English only" policy, and/or some combination
12 of these protected characteristics and/or activities were substantial motivating reasons and/or
13 factors in the decision to subject Plaintiff to the aforementioned adverse employment actions.

14 122. Said conduct violates the FEHA, and such violations were a proximate cause in
15 Plaintiff's damages as stated below.

16 123. As a direct and legal result of the acts and omissions of aforesaid Defendants,
17 Plaintiff was damaged.

18 124. As a direct, foreseeable, and proximate result of the wrongful conduct of each
19 Defendant as herein alleged, Plaintiff has suffered and continues to suffer emotional distress and
20 anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity
21 advancement, job benefits, additional amounts of money and other employment benefits which
22 Plaintiff would have received had she not be subjected to unlawful and/or wrongful conduct, all to
23 her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at
24 trial.

25 125. As a further proximate result of Defendants' discriminatory actions against
26 Plaintiff, as alleged hereinabove and below, Plaintiff has been harmed in that she has suffered
27 intangible loss of such employment and employment-related opportunities and experience from
28

her position and lack of opportunities to perform duties and tasks within her lengthy experience and expertise, without limitation.

126. Plaintiff is informed and believes and thereon alleges that the above-alleged actions of Defendants were the result and consequences of Defendants' failure to supervise, control, direct, manage, and counsel those agents throughout Plaintiff's employment and that Defendants ratified, condoned and/or encouraged the discriminatory behavior and enabled agents to believe that their conduct was appropriate. By failing to stop the discrimination, harassment and retaliation, Defendants ratified the discriminatory and retaliatory conduct which, in turn, directly caused a vicious cycle of wrongful conduct with impunity.

127. As a direct and proximate result of Defendants' unlawful conduct, plaintiff has suffered and continues to suffer general and special, economic and non-economic damages in an amount to be proven at trial.

128. Indeed, Plaintiff has been caused, and did suffer, continues to suffer severe and/or permanent emotional distress and mental distress. Prior to the occurrences of the incidents, Plaintiff did not suffer from severe emotional distress or did not do so to the extent she currently does, which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

129. As a direct and legal result of the acts and omissions of aforesaid Defendants, Plaintiff has been forced and/or may be forced to incur expenses for medical care and/or treatment, all in an amount which is presently unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

130. As a direct and legal result of the acts and omissions of aforesaid Defendants, Plaintiff has suffered and/or will suffer monetary damages, including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total amount of monetary damages when ascertained and/or at the time of trial.

131. The acts of aforesaid Defendants were willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare,

1 and safety of Plaintiff, and were done by managerial agents and employees of Defendants, and/or
2 with their express knowledge, consent, and ratification. Defendants, through their officers,
3 managing agents and/or supervisors, authorized, condoned and/or ratified the unlawful conduct of
4 all of the other Defendants named in this action. By reason thereof Defendants' conduct
5 constitutes malice, oppression, or fraud under Civil Code §3294, entitling Plaintiff to punitive and
6 exemplary damages from Defendant STARLINE and DOES 1 through 20 in an amount to be
7 determined at the time of trial pursuant to Civil Code § 3294.

8 132. The foregoing conduct of Defendants was intended to cause injury to Plaintiff or
9 was despicable conduct carried on by Defendants with a willful and conscious disregard of the
10 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of
11 Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to
12 interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud
13 under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate
14 to punish or make an example of Defendant STARLINE and DOES 1 through 20.

15 133. By the acts and conduct of aforesaid Defendants, Plaintiff was directly and legally
16 caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and
17 future earning capacity, medical and related expenses for care and procedures now and in the
18 future, attorneys' fees, and other pecuniary loss not yet ascertained, for which Plaintiff will seek
19 leave of court to amend when ascertained.

20 134. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
21 attorneys' fees and costs, including expert fees pursuant to the FEHA.

22 135. The FEHA also provides remedies, including by not limited to, declaratory and
23 injunctive relief, which Plaintiff is entitled to as a result of aforesaid Defendants' unlawful
24 conduct.

25 136. Plaintiff has exhausted all applicable administrative remedies.

26 137. Plaintiff has been damaged in an amount within the jurisdictional limits of the
27 Court.

28

THIRD CAUSE OF ACTION

Harassment on the Basis of Race and National Origin

(Cal. Govt. Code §§ 12940, *et seq.*)

[Against all Defendants, Except FARHADI]

138. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

139. The FEHA (Government Code section 12940(j)) requires Defendants to refrain from harassing, or creating or maintaining a hostile work environment, against an employee based upon her race, national origin, among others, as set forth hereinabove.

140. During the course of Plaintiff's employment, Defendants created and allowed to exist a hostile work environment and discriminated against and harassed Plaintiff on the basis of her race, national origin, and in violation of Government Code § 12940(j).

141. Defendants' harassing conduct was severe or pervasive, was unwelcomed by Plaintiff and a reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile or abusive.

142. Defendants violated the FEHA and the public policy of the State of California, which is embodied in the FEHA, by creating a hostile work environment and harassing Plaintiff because of her race, national origin, participation in protected conduct and/or some combination of these protected characteristics, as set forth hereinabove.

143. Additionally, California Government Code § 12951(a) prohibits English only policies unless the language restriction is justified by a "business necessity." Government Code § 12951(b) defines "business necessity" as "overriding legitimate business purpose such that the language restriction is necessary to the safe and efficient operation of the business, that the language restriction effectively fulfills the business purpose it is supposed to serve, and there is no alternative practice to the language restriction that would accomplish the business purpose equally well with a lesser discriminatory impact." Plaintiff is informed and believes, and based thereon alleges, that Defendants' "English only" policy was not justified by a "business necessity," as defined by Government Code 12951(b).

1 144. Defendants had a “English only policy” in the workplace that was not in
2 compliance with Government Code § 12951.

3 145. In or around 2019, HAKHVERDIAN’S supervisor, Mona Sanner, told
4 HAKHVERDIAN to stop speaking Farsi to a coworker. HAKHVERDIAN objected to Sanner’s
5 reprimand and complained to Sanner that she was simply greeting her coworker and that she
6 should be able to speak in Farsi. HAKHVERDIAN believed that Sanner’s discriminatory and
7 harassment statement to her to not speak Farsi was about her race and/or national origin.
8 HAKHVERDIAN was extremely offended by Sanner’s discriminatory and harassing statement
9 and/or conduct. On information and belief, and based thereon alleged, Sanner had a
10 discriminatory animus against Armenians and Iranians. Plaintiff did not welcome Sanner’s
11 discriminatory and harassing conduct and found the work environment Sanner created to be
12 hostile.

13 146. In continuation of and consistent with Defendants’ harassing and discriminatory
14 conduct, on or around September 5, 2019, Defendants memorialized their unlawful workplace
15 language policy and issued an illegal “English only” memorandum to its accounting, sales,
16 operations department managers and staff. The memorandum stated, “In order to maintain a
17 courteous and comfortable work environment for all, the following rules will apply:...All
18 employees MUST speak English **ONLY** in the workplace. Communicating in other languages is
19 not only rude but unprofessional.” (Emphases in original). This directive was not only offensive,
20 inappropriate, discriminatory and harassing, but it was also illegal on its face.

21 147. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 HAKHVERDIAN believed that Defendants’ discriminatory and harassing “English only”
23 memorandum was about her race and/or national origin. HAKHVERDIAN was extremely
24 offended by this memorandum and found the work environment Defendants were creating to be
25 hostile. A reasonable person in HAKHVERDIAN’S shoes would have also found the
26 memorandum and directive to create a hostile work environment.

27 148. Defendants’ “English only” policy served to harass and discriminate Plaintiff and
28 other employees who were of Armenian race, Iranian national origin and/or otherwise originated

1 from a non-English speaking country; was facially discriminatory; and a per se FEHA violation.
2 Plaintiff is informed and believes, and based thereon alleges, that her race and national origin
3 and/or the race and/or national origin of her non-English speaking coworkers was a substantial
4 motivating reason for Defendants to institute an unlawful workplace language policy.

5 149. Plaintiff suffered the adverse employment actions of race and national origin
6 discrimination, harassment, retaliation, failure to investigate harassment and discrimination,
7 failure to prevent harassment discrimination, being subjected to an unlawful workplace language
8 policy, loss of gainful employment and related benefits, reprimands, termination of employment,
9 and was harmed as result. Defendants' unlawful conduct alleged herein and above, was a
10 substantial factor in causing Plaintiff's harm.

11 150. Plaintiff is informed and believes, and based thereon alleges, that her race, national
12 origin, participation in protected activity, opposition to discrimination and harassment,
13 complaining to Defendants about their unlawful "English only" policy, and/or some combination
14 of these protected characteristics and/or activities were substantial motivating reasons and/or
15 factors in the decision to subject Plaintiff to the aforementioned adverse employment actions.

16 151. The above said acts were perpetrated upon Plaintiff by Plaintiff's supervisor(s),
17 manager(s), acting agent(s), and/or by coworkers about whose conduct Defendants were aware
18 and which Defendants failed to stop and/or Defendants knew or should have known of the conduct
19 but failed to take immediate and appropriate corrective action. Defendants' conduct was a
20 substantial factor in causing Plaintiff's harm.

21 152. Said conduct violates the FEHA, and such violations were a proximate cause in
22 Plaintiff's damages as stated below.

23 153. As a direct and legal result of the acts and omissions of aforesaid Defendants,
24 Plaintiff was damaged.

25 154. As a direct, foreseeable, and proximate result of the wrongful conduct of each
26 Defendant as herein alleged, Plaintiff has suffered and continues to suffer emotional distress and
27 anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity
28 advancement, job benefits, additional amounts of money and other employment benefits which

1 Plaintiff would have received had she not be subjected to unlawful and/or wrongful conduct, all to
2 her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at
3 trial.

4 155. As a further proximate result of Defendants' harassment against Plaintiff, as
5 alleged hereinabove and below, Plaintiff has been harmed in that she has suffered intangible loss
6 of such employment and employment-related opportunities as experience from her position and
7 lack of opportunities to perform duties and tasks within her lengthy experience and expertise,
8 without limitation.

9 156. Plaintiff is informed and believes and thereon alleges that the above-alleged actions
10 of Defendants were the result and consequences of Defendants' failure to supervise, control,
11 direct, manage, and counsel those agents throughout Plaintiff's employment and that Defendants
12 ratified, condoned and/or encouraged the discriminatory and harassing behavior and enabled
13 agents to believe that their conduct was appropriate. By failing to stop the discrimination,
14 harassment and retaliation, Defendants ratified the discriminatory and retaliatory conduct which,
15 in turn, directly caused a vicious cycle of wrongful conduct with impunity.

16 157. As a direct and proximate result of Defendants' unlawful conduct, plaintiff has
17 suffered and continues to suffer general and special, economic and non-economic damages in an
18 amount to be proven at trial.

19 158. Indeed, Plaintiff has been caused, and did suffer, continues to suffer severe and/or
20 permanent emotional distress and mental distress. Prior to the occurrences of the incidents,
21 Plaintiff did not suffer from severe emotional distress or did not do so to the extent she currently
22 does, which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as
23 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
24 who will pray leave of court to assert the same when they are ascertained.

25 159. As a direct and legal result of the acts and omissions of aforesaid Defendants,
26 Plaintiff has been forced and/or may be forced to incur expenses for medical care and/or treatment,
27 all in an amount which is presently unknown. Plaintiff will pray leave of court to show the exact
28 amount of said expenses at the time of trial.

1 160. As a direct and legal result of the acts and omissions of aforesaid Defendants,
2 Plaintiff has suffered and/or will suffer monetary damages, including but not limited to a loss of
3 earnings. Plaintiff will pray leave of court to show the total amount of monetary damages when
4 ascertained and/or at the time of trial.

5 161. The foregoing conduct of Defendants were willful, wanton, malicious, intentional,
6 oppressive and despicable and were done in willful and conscious disregard of the rights, welfare,
7 and safety of Plaintiff, and were done by managerial agents and employees of Defendants, and/or
8 with their express knowledge, consent, and ratification. Defendants, through their officers,
9 managing agents and/or supervisors, authorized, condoned and/or ratified the unlawful conduct of
10 all of the other Defendants named in this action. By reason thereof Defendant's conduct
11 constitutes malice, oppression, or fraud under Civil Code §3294, entitling Plaintiff to punitive and
12 exemplary damages from Defendant STARLINE and DOES 1 through 20 in an amount to be
13 determined at the time of trial pursuant to Civil Code § 3294.

14 162. The foregoing conduct of Defendants was intended to cause injury to Plaintiff or
15 was despicable conduct carried on by Defendants with a willful and conscious disregard of the
16 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of
17 Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to
18 interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud
19 under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate
20 to punish or make an example of Defendant STARLINE and DOES 1 through 20.

21 163. By the acts and conduct of aforesaid Defendants, Plaintiff was directly and legally
22 caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and
23 future earning capacity, medical and related expenses for care and procedures now and in the
24 future, attorneys' fees, and other pecuniary loss not yet ascertained, for which Plaintiff will seek
25 leave of court to amend when ascertained.

26 164. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
27 attorneys' fees and costs, including expert fees pursuant to the FEHA.
28

1 165. The FEHA also provides remedies, including by not limited to, declaratory and
2 injunctive relief, which Plaintiff is entitled to as a result of aforesaid Defendants' unlawful
3 conduct.

4 166. Plaintiff has exhausted all applicable administrative remedies.

5 167. Plaintiff has been damaged in an amount within the jurisdictional limits of the
6 Court.

7 **FOURTH CAUSE OF ACTION**

8 **Retaliation**

9 **(Cal. Govt. Code § 12940, *et seq.*)**

10 **[Against all Defendants, except FARHADI]**

11 168. Plaintiff restates and incorporates by reference all above stated paragraphs as
12 though set forth herein.

13 169. Government Code § 12940(h) forbids an employer to retaliate against an employee
14 for opposing unlawful discrimination and harassment and/or for engaging in protected activities.

15 170. As described hereinabove, the actions of Defendants constitute unlawful
16 discrimination and harassment on the basis of race, national origin, and disabilities or perceived
17 disabilities against Plaintiff.

18 171. Plaintiff engaged in the protected conduct of opposing discrimination and
19 harassment by Defendants. Plaintiff also engaged in protected conduct when she complained to
20 Defendants about Defendants' unlawful workplace language policy and the lack of sufficient
21 reimbursement for travel expenses. Plaintiff also engaged in protected activity when she requested
22 and took medical leave.

23 172. Plaintiff suffered the adverse employment actions of race, national origin, and
24 disability discrimination, harassment, retaliation, failure to investigate harassment and
25 discrimination, failure to prevent harassment discrimination, being subjected to an unlawful
26 workplace language policy, loss of gainful employment and related benefits, reprimands,
27 termination of employment, and was harmed as result. Defendants' unlawful conduct alleged
28 herein and above, was a substantial factor in causing Plaintiff's harm.

1 173. Plaintiff is informed and believes, and based thereon alleges, that her race, national
2 origin, disabilities or perceived disabilities, participation in protected activity, opposition to
3 discrimination and harassment, complaining to Defendants about their unlawful “English only”
4 policy, requesting and taking of medical leave and/or some combination of these protected
5 characteristics and/or activities were substantial motivating reasons and/or factors in the decision
6 to subject Plaintiff to the aforementioned adverse employment actions.

7 174. Said conduct violates the FEHA, and such violations were a proximate cause in
8 Plaintiff’s damages as stated below.

9 175. As a direct and legal result of the acts and omissions of aforesaid Defendants,
10 Plaintiff was damaged.

11 176. As a direct, foreseeable, and proximate result of the wrongful conduct of each
12 Defendant as herein alleged, Plaintiff has suffered and continues to suffer emotional distress and
13 anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity
14 advancement, job benefits, additional amounts of money and other employment benefits which
15 Plaintiff would have received had she not be subjected to unlawful and/or wrongful conduct, all to
16 her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at
17 trial.

18 177. As a further proximate result of Defendants’ discriminatory actions against
19 Plaintiff, as alleged hereinabove and below, Plaintiff has been harmed in that she has suffered
20 intangible loss of such employment and employment-related opportunities as experience from her
21 position and lack of opportunities to perform duties and tasks within her lengthy experience and
22 expertise, without limitation.

23 178. Plaintiff is informed and believes and thereon alleges that the above-alleged actions
24 of Defendants were the result and consequences of Defendants’ failure to supervise, control,
25 direct, manage, and counsel those agents throughout Plaintiff’s employment and that Defendants
26 ratified, condoned and/or encouraged the discriminatory behavior and enabled agents to believe
27 that their conduct was appropriate. By failing to stop the discrimination, harassment and
28

1 retaliation, Defendants ratified the discriminatory and retaliatory conduct which, in turn, directly
2 caused a vicious cycle of wrongful conduct with impunity.

3 179. As a direct and proximate result of Defendants' unlawful conduct, plaintiff has
4 suffered and continues to suffer general and special, economic and non-economic damages in an
5 amount to be proven at trial.

6 180. Indeed, Plaintiff has been caused, and did suffer, continues to suffer severe and/or
7 permanent emotional distress and mental distress. Prior to the occurrences of the incidents,
8 Plaintiff did not suffer from severe emotional distress or did not do so to the extent she currently
9 does, which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as
10 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
11 who will pray leave of court to assert the same when they are ascertained.

12 181. As a direct and legal result of the acts and omissions of aforesaid Defendants,
13 Plaintiff has been forced and/or may be forced to incur expenses for medical care and/or treatment,
14 all in an amount which is presently unknown. Plaintiff will pray leave of court to show the exact
15 amount of said expenses at the time of trial.

16 182. As a direct and legal result of the acts and omissions of aforesaid Defendants,
17 Plaintiff has suffered and/or will suffer monetary damages, including but not limited to a loss of
18 earnings. Plaintiff will pray leave of court to show the total amount of monetary damages when
19 ascertained and/or at the time of trial.

20 183. The acts of aforesaid Defendants were willful, wanton, malicious, intentional,
21 oppressive and despicable and were done in willful and conscious disregard of the rights, welfare,
22 and safety of Plaintiff, and were done by managerial agents and employees of Defendants, and/or
23 with their express knowledge, consent, and ratification. Defendants, through their officers,
24 managing agents and/or supervisors, authorized, condoned and/or ratified the unlawful conduct of
25 all of the other Defendants named in this action. By reason thereof Defendants' conduct
26 constitutes malice, oppression, or fraud under Civil Code § 3294, entitling Plaintiff to punitive and
27 exemplary damages from Defendant STARLINE and DOES 1 through 20 in an amount to be
28 determined at the time of trial pursuant to Civil Code § 3294.

1 184. The foregoing conduct of Defendants was intended to cause injury to Plaintiff or
2 was despicable conduct carried on by Defendants with a willful and conscious disregard of the
3 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of
4 Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to
5 interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud
6 under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate
7 to punish or make an example of Defendant STARLINE and DOES 1 through 20.

8 185. By the acts and conduct of aforesaid Defendants, Plaintiff was directly and legally
9 caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and
10 future earning capacity, medical and related expenses for care and procedures now and in the
11 future, attorneys' fees, and other pecuniary loss not yet ascertained, for which Plaintiff will seek
12 leave of court to amend when ascertained.

13 186. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
14 attorneys' fees and costs, including expert fees pursuant to the FEHA.

15 187. The FEHA also provides remedies, including by not limited to, declaratory and
16 injunctive relief, which Plaintiff is entitled to as a result of aforesaid Defendants' unlawful
17 conduct.

18 188. Plaintiff has exhausted all applicable administrative remedies.

19 189. Plaintiff has been damaged in an amount within the jurisdictional limits of the
20 Court.

21 **FIFTH CAUSE OF ACTION**

22 **Violation of and Interference With the CFRA**

23 **(Cal. Govt. Code § 12945.2)**

24 **[Against all Defendants, except FARHADI]**

25 190. Plaintiff restates and incorporates by reference all above stated paragraphs as
26 though set forth herein.

27 191. On information and belief, and based thereon alleged, Plaintiff had been employed
28 by Defendants for at least 12 months as of the date she needed leave and had at least 1,250 hours

1 of service to Defendants during the 12 month period immediately preceding her need for leave and
2 was employed at a worksite of Defendants where Defendants employed at least 50 employees
3 within 75 miles.

4 192. Plaintiff had disabilities for which Defendants were required to provide Plaintiff
5 protected leave under the CFRA and inform Plaintiff of Plaintiff's rights under the CFRA.
6 Defendants engaged in conduct that retaliated against Plaintiff from exercising her rights under the
7 CFRA and thereby violated the CFRA and interfered with her CFRA rights in violation of
8 Government Code § 12945.2.

9 193. Plaintiff suffered the adverse employment actions of race, national origin, and
10 disability discrimination, harassment, retaliation, failure to investigate harassment and
11 discrimination, failure to prevent harassment discrimination, being subjected to an unlawful
12 workplace language policy, loss of gainful employment and related benefits, reprimands,
13 termination of employment, and was harmed as result. Defendants' unlawful conduct alleged
14 herein and above, was a substantial factor in causing Plaintiff's harm.

15 194. Plaintiff is informed and believes, and based thereon alleges, that her race, national
16 origin, disabilities or perceived disabilities, participation in protected activity, opposition to
17 discrimination and harassment, complaining to Defendants about their unlawful "English only"
18 policy, requesting and taking of medical leave and/or some combination of these protected
19 characteristics and/or activities were substantial motivating reasons and/or factors in the decision
20 to subject Plaintiff to the aforementioned adverse employment actions.

21 195. Said conduct violates the CFRA, and such violations were a proximate cause in
22 Plaintiff's damages as stated below.

23 196. As a direct and legal result of the acts and omissions of aforesaid Defendants,
24 Plaintiff was damaged.

25 197. As a direct, foreseeable, and proximate result of the wrongful conduct of each
26 Defendant as herein alleged, Plaintiff has suffered and continues to suffer emotional distress and
27 anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity
28 advancement, job benefits, additional amounts of money and other employment benefits which

1 Plaintiff would have received had she not be subjected to unlawful and/or wrongful conduct, all to
2 her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at
3 trial.

4 198. As a further proximate result of Defendants' discriminatory actions against
5 Plaintiff, as alleged hereinabove and below, Plaintiff has been harmed in that she has suffered
6 intangible loss of such employment and employment-related opportunities as experience from her
7 position and lack of opportunities to perform duties and tasks within her lengthy experience and
8 expertise, without limitation.

9 199. Plaintiff is informed and believes and thereon alleges that the above-alleged actions
10 of Defendants were the result and consequences of Defendants' failure to supervise, control,
11 direct, manage, and counsel those agents throughout Plaintiff's employment and that Defendants
12 ratified, condoned and/or encouraged the discriminatory behavior and enabled agents to believe
13 that their conduct was appropriate. By failing to stop the discrimination, harassment and
14 retaliation, Defendants ratified the discriminatory and retaliatory conduct which, in turn, directly
15 caused a vicious cycle of wrongful conduct with impunity.

16 200. As a direct and proximate result of Defendants' unlawful conduct, plaintiff has
17 suffered and continues to suffer general and special, economic and non-economic damages in an
18 amount to be proven at trial.

19 201. Indeed, Plaintiff has been caused, and did suffer, continues to suffer severe and/or
20 permanent emotional distress and mental distress. Prior to the occurrences of the incidents,
21 Plaintiff did not suffer from severe emotional distress or did not do so to the extent she currently
22 does, which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as
23 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
24 who will pray leave of court to assert the same when they are ascertained.

25 202. As a direct and legal result of the acts and omissions of aforesaid Defendants,
26 Plaintiff has been forced and/or may be forced to incur expenses for medical care and/or treatment,
27 all in an amount which is presently unknown. Plaintiff will pray leave of court to show the exact
28 amount of said expenses at the time of trial.

203. As a direct and legal result of the acts and omissions of aforesaid Defendants, Plaintiff has suffered and/or will suffer monetary damages, including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total amount of monetary damages when ascertained and/or at the time of trial.

204. The acts of aforesaid Defendants were willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare, and safety of Plaintiff, and were done by managerial agents and employees of Defendants, and/or with their express knowledge, consent, and ratification. Defendants, through their officers, managing agents and/or supervisors, authorized, condoned and/or ratified the unlawful conduct of all of the other Defendants named in this action. By reason thereof Defendants' conduct constitutes malice, oppression, or fraud under Civil Code § 3294, entitling Plaintiff to punitive and exemplary damages from Defendant STARLINE and DOES 1 through 20 in an amount to be determined at the time of trial pursuant to Civil Code § 3294.

205. The foregoing conduct of Defendants was intended to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendant STARLINE and DOES 1 through 20.

206. By the acts and conduct of aforesaid Defendants, Plaintiff was directly and legally caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and future earning capacity, medical and related expenses for care and procedures now and in the future, attorneys' fees, and other pecuniary loss not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

207. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

208. The FEHA also provides remedies, including by not limited to, declaratory and injunctive relief, which Plaintiff is entitled to as a result of aforesaid Defendants' unlawful conduct.

209. Plaintiff has exhausted all applicable administrative remedies.

210. Plaintiff has been damaged in an amount within the jurisdictional limits of the Court.

SIXTH CAUSE OF ACTION

Failure to Prevent Discrimination, Harassment and Retaliation

(Cal. Govt. Code §§ 12940, *et seq.*)

[Against all Defendants, except FARHADI]

211. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

212. At all times hereto, the FEHA, including in particular Government Code §12940(k) was in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring. As alleged above, Defendants violated this subsection and breached their duty to take all reasonable steps necessary to prevent discrimination, harassment and retaliation from occurring, and failing to remedy the same.

213. Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiff's damages as stated below.

214. As a direct and legal result of the acts and omissions of aforesaid Defendants, Plaintiff was damaged.

215. As a direct, foreseeable, and proximate result of the wrongful conduct of each Defendant as herein alleged, Plaintiff has suffered and continues to suffer emotional distress and anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity advancement, job benefits, additional amounts of money and other employment benefits which Plaintiff would have received had she not be subjected to unlawful and/or wrongful conduct, all to

1 her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at
2 trial.

3 216. As a further proximate result of Defendants' discriminatory actions against
4 Plaintiff, as alleged hereinabove and below, Plaintiff has been harmed in that she has suffered
5 intangible loss of such employment and employment-related opportunities as experience from her
6 position and lack of opportunities to perform duties and tasks within her lengthy experience and
7 expertise, without limitation.

8 217. Plaintiff is informed and believes and thereon alleges that the above-alleged actions
9 of Defendants were the result and consequences of Defendants' failure to supervise, control,
10 direct, manage, and counsel those agents throughout Plaintiff's employment and that Defendants
11 ratified, condoned and/or encouraged the discriminatory behavior and enabled agents to believe
12 that their conduct was appropriate. By failing to stop the discrimination, harassment and
13 retaliation, Defendants ratified the discriminatory and retaliatory conduct which, in turn, directly
14 caused a vicious cycle of wrongful conduct with impunity.

15 218. As a direct and proximate result of Defendants' unlawful conduct, plaintiff has
16 suffered and continues to suffer general and special, economic and non-economic damages in an
17 amount to be proven at trial.

18 219. Indeed, Plaintiff has been caused, and did suffer, continues to suffer severe and/or
19 permanent emotional distress and mental distress. Prior to the occurrences of the incidents,
20 Plaintiff did not suffer from severe emotional distress or did not do so to the extent she currently
21 does, which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as
22 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
23 who will pray leave of court to assert the same when they are ascertained.

24 220. As a direct and legal result of the acts and omissions of aforesaid Defendants,
25 Plaintiff has been forced and/or may be forced to incur expenses for medical care and/or treatment,
26 all in an amount which is presently unknown. Plaintiff will pray leave of court to show the exact
27 amount of said expenses at the time of trial.

28

221. As a direct and legal result of the acts and omissions of aforesaid Defendants, Plaintiff has suffered and/or will suffer monetary damages, including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total amount of monetary damages when ascertained and/or at the time of trial.

222. The acts of aforesaid Defendants were willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare, and safety of Plaintiff, and were done by managerial agents and employees of Defendants, and/or with their express knowledge, consent, and ratification. Defendants, through their officers, managing agents and/or supervisors, authorized, condoned and/or ratified the unlawful conduct of all of the other Defendants named in this action. By reason thereof Defendants' conduct constitutes malice, oppression, or fraud under Civil Code § 3294, entitling Plaintiff to punitive and exemplary damages from Defendant STARLINE and DOES 1 through 20 in an amount to be determined at the time of trial pursuant to Civil Code § 3294.

223. The foregoing conduct of Defendants was intended to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendant STARLINE and DOES 1 through 20.

224. By the acts and conduct of aforesaid Defendants, Plaintiff was directly and legally caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and future earning capacity, medical and related expenses for care and procedures now and in the future, attorneys' fees, and other pecuniary loss not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

225. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

226. The FEHA also provides remedies, including by not limited to, declaratory and injunctive relief, which Plaintiff is entitled to as a result of aforesaid Defendants' unlawful conduct.

227. Plaintiff has exhausted all applicable administrative remedies.

228. Plaintiff has been damaged in an amount within the jurisdictional limits of the Court.

SEVENTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

[Against all Defendants, except FARHADI]

229. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

230. It is the public policy of the State of California as expressed in the Americans with Disabilities Act, Federal Statute, California Fair Employment and Housing Act, and the Federal and California Constitution that individuals shall not be terminated from their employment on the basis of associational disabilities, and for the herein mentioned protected characteristics and/or activities.

231. At all relevant times herein, Defendants had knowledge of Plaintiff's race, national origin, disabilities or perceived disabilities, her request and taking of medical leave, her complaints to Defendants about their unlawful workplace language policy, her request for sufficient reimbursement of business expenses, and participation in protected activity.

232. Plaintiff is informed and believes, and based thereon alleges, that her race, national origin, disability or perceived disability, participation in protected activity, opposition to discrimination and harassment, complaining to Defendants about Defendants' unlawful workplace language policy, requesting and taking of medical leave, and/or some combination of these protected characteristics and/or activities were substantial motivating reasons and/or factors in the decision to terminate Plaintiff's employment.

233. Defendants terminated Plaintiff's employment for the above-mentioned unlawful reasons and thus, in violation of public policy.

234. Said conduct violates public policy, and such violations were a proximate cause in Plaintiff's damages as stated below.

235. As a direct and legal result of the acts and omissions of aforesaid Defendants, Plaintiff was damaged.

236. As a direct, foreseeable, and proximate result of the wrongful conduct of each Defendant as herein alleged, Plaintiff has suffered and continues to suffer emotional distress and anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity advancement, job benefits, additional amounts of money and other employment benefits which Plaintiff would have received had she not be subjected to unlawful and/or wrongful conduct, all to her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at trial.

237. As a direct, foreseeable, and proximate result of the wrongful conduct of each Defendant as herein alleged, as alleged hereinabove and below, Plaintiff has been harmed in that she has suffered intangible loss of such employment-related opportunities as experience from her position and lack of opportunities to perform duties and tasks within her lengthy experience and expertise, without limitation.

238. As a direct, foreseeable, and proximate result of the wrongful conduct of each Defendant as herein alleged, plaintiff has suffered and continues to suffer general and special, economic and non-economic damages in an amount to be proven at trial.

239. Indeed, Plaintiff has been caused, and did suffer, continues to suffer severe and/or permanent emotional distress and mental distress. Prior to the occurrences of the incidents, Plaintiff did not suffer from severe emotional distress or did not do so to the extent she currently does, which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

240. As a direct, foreseeable, and proximate result of the wrongful conduct of each Defendant as herein alleged, Plaintiff has been forced and/or may be forced to incur expenses for

1 medical care and/or treatment, all in an amount which is presently unknown. Plaintiff will pray
2 leave of court to show the exact amount of said expenses at the time of trial.

3 241. As a direct, foreseeable, and proximate result of the wrongful conduct of each
4 Defendant as herein alleged, Plaintiff has suffered and/or will suffer monetary damages, including
5 but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total amount of
6 monetary damages when ascertained and/or at the time of trial.

7 242. The acts of aforesaid Defendants were willful, wanton, malicious, intentional,
8 oppressive and despicable and were done in willful and conscious disregard of the rights, welfare,
9 and safety of Plaintiff, and were done by managerial agents and employees of Defendants, and/or
10 with their express knowledge, consent, and ratification. Defendants, through their officers,
11 managing agents and/or supervisors, authorized, condoned and/or ratified the unlawful conduct of
12 all of the other Defendants named in this action. By reason thereof Defendants' conduct
13 constitutes malice, oppression, or fraud under Civil Code §3294, entitling Plaintiff to punitive and
14 exemplary damages from Defendant STARLINE and DOES 1 through 20 in an amount to be
15 determined at the time of trial pursuant to Civil Code § 3294.

16 243. The foregoing conduct of Defendants was intended to cause injury to Plaintiff or
17 was despicable conduct carried on by Defendants with a willful and conscious disregard of the
18 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of
19 Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to
20 interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud
21 under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate
22 to punish or make an example of Defendant STARLINE and DOES 1 through 20.

23 244. By the acts and conduct of aforesaid Defendants, Plaintiff was directly and legally
24 caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and
25 future earning capacity, medical and related expenses for care and procedures now and in the
26 future, attorneys' fees, and other pecuniary loss not yet ascertained, for which Plaintiff will seek
27 leave of court to amend when ascertained.

28

245. Plaintiff has been damaged in an amount within the jurisdictional limits of the Court.

EIGHTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

[Against all Defendants, except FARHADI]

246. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

247. Defendants engaged in outrageous conduct towards Plaintiff with the intentional to cause or with reckless disregard for the probability of causing, Plaintiff to suffer emotional distress, and with wanton and reckless disregard for the injurious result to Plaintiff. As set forth in detail above, Defendants harassed, discriminated, and retaliated against Plaintiff, failed to prevent this harassment, discrimination, and retaliation, and other such adverse employment actions, including but not limited to termination of employment, which subjected Plaintiff to humiliation and embarrassment.

248. The conduct of Defendants, and each of them, as set forth above, was so extreme and outrageous that it exceeded the boundaries of a decent society. Said conduct was intended to cause severe emotional distress, or was done in conscious disregard of the probability of causing severe emotional distress.

249. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered humiliation, grief, nervousness, worry, sadness, anger, frustration, embarrassment, helplessness, stress, and related emotional and mental anguish.

250. As a direct, foreseeable, and proximate result of the conduct of each Defendant, Plaintiff has suffered and continues to suffer substantial losses in wages, career losses, bonuses, job benefits, and other employment benefits which she would have received all to her damages in a sum within the jurisdiction of the Court to be ascertained according to proof.

251. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and will continue to suffer general and special, economic and non-economic damages in amounts to be proven at trial.

1 252. As a direct and legal result of the acts and conduct of Defendants, and each of
2 them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer severe
3 emotional and mental distress.

4 253. Indeed, Plaintiff has been caused, and did suffer, continues to suffer severe and/or
5 permanent emotional distress and mental distress. Prior to the occurrences of the incidents,
6 Plaintiff did not suffer from severe emotional distress or did not do so to the extent she currently
7 does, which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as
8 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
9 who will pray leave of court to assert the same when they are ascertained.

10 254. As a direct and legal result of the acts and omissions of aforesaid Defendants,
11 Plaintiff has been forced and/or may be forced to incur expenses for medical care and/or treatment,
12 all in an amount which is presently unknown. Plaintiff will pray leave of court to show the exact
13 amount of said expenses at the time of trial.

14 255. As a direct and legal result of the acts and omissions of aforesaid Defendants,
15 Plaintiff has suffered and/or will suffer monetary damages, including but not limited to a loss of
16 earnings. Plaintiff will pray leave of court to show the total amount of monetary damages when
17 ascertained and/or at the time of trial.

18 256. The acts of aforesaid Defendants were willful, wanton, malicious, intentional,
19 oppressive and despicable and were done in willful and conscious disregard of the rights, welfare,
20 and safety of Plaintiff, and were done by managerial agents and employees of Defendants, and/or
21 with their express knowledge, consent, and ratification. Defendants, through their officers,
22 managing agents and/or supervisors, authorized, condoned and/or ratified the unlawful conduct of
23 all of the other Defendants named in this action. By reason thereof Defendants' conduct
24 constitutes malice, oppression, or fraud under Civil Code § 3294, entitling Plaintiff to punitive and
25 exemplary damages from Defendant STARLINE and DOES 1 through 20 in an amount to be
26 determined at the time of trial pursuant to Civil Code § 3294.

27 257. The foregoing conduct of Defendants was intended to cause injury to Plaintiff or
28 was despicable conduct carried on by Defendants with a willful and conscious disregard of the

rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendant STARLINE and DOES 1 through 20.

258. By the acts and conduct of aforesaid Defendants, Plaintiff was directly and legally caused to suffer actual damages pursuant to *Civil Code* § 3333, including loss of earnings and future earning capacity, medical and related expenses for care and procedures now and in the future, attorneys' fees, and other pecuniary loss not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

NINTH CAUSE OF ACTION

Failure to Provide Meal Periods

(Violation of Labor Code §§ 226.7 and 512)

[Against all Defendants, Except FARHADI]

259. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

260. At all relevant times, Defendants failed in their affirmative obligation to ensure that Plaintiff, had the opportunity to take and were provided with off-duty meal periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. At all relevant times, Plaintiff were suffered and permitted to work through legally required meal breaks and were denied the opportunity to take their off-duty meal breaks.

261. Defendants classified HAKHVERDIAN's position as exempt throughout the duration of her employment and based on that classification, paid her a set predetermined salary. Relying upon their classification, Defendants did not pay HAKHVERDIAN a premium rate for overtime hours worked nor did they ensure that she receive compliant meal or rest breaks. Defendants, however, misclassified HAKHVERDIAN's position as exempt because they did not employ her in a position that met the requirements of an exemption as defined under Wage Order No. 4, the applicable Wage Order alleged herein. Due to Defendants' misclassification of her

1 position, HAKHVERDIAN is entitled to payment for all unpaid wages, hours worked, overtime
2 pay, premium pay for missed meal and rest breaks, derivative penalties and other relief requested
3 herein.

4 262. HAKHVERDIAN's duties included, but were not limited to: building and
5 managing relationships with assigned accounts (hotel concierge teams) in order to hit sales targets,
6 providing product training to existing and new hotel teams, communicating with and assisting
7 hotel concierges with day to day inquiries, scheduling and conducting daily follow up
8 meetings/calls with partner hotels and potential hotels, communicating updates via email, building
9 and maintaining an accurate database of hotel concierge teams for assigned areas, sourcing
10 information from hotels (number of rooms, average occupancy, guest profile, etc.) and compiling
11 this in a database, providing weekly activity reports and participating in sales and management
12 team efforts, presenting sales reports and realistic forecasts to the management team, and
13 identifying market shifts.

14 263. HAKHVERDIAN did not sell services or goods to Defendants' customers.
15 Instead, HAKHVERDIAN was responsible for maintaining relationships with hotel concierge
16 employees, who were the people actually selling Defendants' services to the hotel guests. Indeed,
17 Defendants would pay the third-party hotel concierges and employees with cash payments in
18 envelopes as a form of commission for their efforts. HAKHVERDIAN would also train hotel
19 concierge employees on Defendants' services so that the hotel concierges and employees could
20 more effectively sell Defendants' services. Accordingly, HAKHVERDIAN was misclassified as
21 an exempt employee.

22 264. Due to Defendants' misclassification of her position, Defendants denied Plaintiff
23 rights afforded to her under the California Labor Code and the Industrial Welfare Commission
24 Wage Orders. Specifically, due to Defendants' misclassification, Defendants failed to provide
25 Plaintiff with compliant meal and rest periods, did not properly compensate Plaintiff for all hours
26 worked, failed to maintain accurate records, failed to provide Plaintiff with accurate itemized
27 wage statements, failed to accurately her sick pay and provide notice of same to Plaintiff, failed to
28 reimburse Plaintiff for all necessary expenses, and failed to pay Plaintiff with all wages due and

owing by the times set forth by law. Also, due to Defendants' misclassification of her position, Defendants also did not pay Plaintiff the requisite meal and/or rest period premium pay of an additional hour of wages for missed and/or late meal and/or rest periods. On information and belief, Defendants have a company-wide policy of never paying Plaintiff for missed and/or late meal and/or rest periods.

265. Plaintiff of Defendants did not sign valid on-duty meal period agreements at any point during her employment with Defendants, nor did she properly waive any of her meal periods.

266. Defendants had a pattern and practice of not providing Plaintiff with legally compliant meal periods, even though Plaintiff worked more than six (6) hours during their workday, and also had a pattern and practice of not providing Plaintiff, with a second legally complaint meal periods, even though Plaintiff worked more than ten (10) hours during their workday.

267. Based on information and belief, and based thereon alleged, Defendants have a company-wide policy and practice of placing difficult and unreasonable daily hotel visit goals on HAKHVERDIAN such that it was very difficult to take a timely and did not provide Plaintiff with the opportunity to take compliant meal periods. Additionally, HAKHVERDIAN would not be provided duty-free meal breaks such that she would receive work-related telephone calls and text messages. Finally, Defendants did not pay the requisite meal period premium pay of an additional hour of wages.

268. Although Plaintiff's meal and rest periods were regularly missed Defendants did not compensate Plaintiff an additional hour of pay at their regular rate of pay for the times that Plaintiff was not authorized or permitted to take a compliant and timely meal or rest period, in violation of Labor Code § 226.7.

269. As such, Defendants are responsible for paying premium compensation for missed meal periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each meal period Plaintiff missed.

270. At all relevant times, Plaintiff regularly worked in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period each day worked in excess of five (5) hours. Furthermore, Plaintiff who worked in excess of ten (10) hours per day had a right to take a second 30-minute meal period each day worked in excess of ten (10) hours. Defendants did not provide Plaintiff with compliant meal periods.

271. As a pattern and practice, Defendants regularly required employees to work through their meal periods without proper compensation and denied Plaintiff the right to take proper meal periods as required by law.

272. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon, penalties, and costs of suit.

273. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful failure to provide all meal period premium wages due and owing to Plaintiff upon his separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor Code § 203.

TENTH CAUSE OF ACTION

Failure to Provide Rest Breaks

(Violation of Labor Code §§ 226.7)

[Against all Defendants, Except FARHADI]

274. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

275. Plaintiff regularly worked shifts of three and one-half hours (3.5) hours or more per day and accordingly had a right to take a 10-minute rest period each day. Furthermore, Plaintiff who worked shifts of seven and one-half (7.5) hours or more per day had a right to take a second 10-minute rest period. Plaintiff who worked shifts of ten hours or more per day had a right to take a third 10-minute rest period.

276. Defendants failed in their affirmative obligation to provide all of their employees, including Plaintiff, the opportunity to take rest periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. Plaintiff were suffered and permitted to work through legally required rest breaks and were denied the opportunity to take their rest breaks.

277. Defendants classified HAKHVERDIAN's position as exempt throughout the duration of her employment and based on that classification, paid her a set predetermined salary. Relying upon their classification, Defendants did not pay HAKHVERDIAN a premium rate for overtime hours worked nor did they ensure that she receive compliant meal or rest breaks. Defendants, however, misclassified HAKHVERDIAN's position as exempt because they did not employ her in a position that met the requirements of an exemption as defined under Wage Order No. 4, the applicable Wage Order alleged herein. Due to Defendants' misclassification of her position, HAKHVERDIAN is entitled to payment for all unpaid wages, hours worked, overtime pay, premium pay for missed meal and rest breaks, derivative penalties and other relief requested herein.

278. HAKHVERDIAN's duties included, but were not limited to: building and managing relationships with assigned accounts (hotel concierge teams) in order to hit sales targets, providing product training to existing and new hotel teams, communicating with and assisting hotel concierges with day to day inquiries, scheduling and conducting daily follow up meetings/calls with partner hotels and potential hotels, communicating updates via email, building and maintaining an accurate database of hotel concierge teams for assigned areas, sourcing information from hotels (number of rooms, average occupancy, guest profile, etc.) and compiling this in a database, providing weekly activity reports and participating in sales and management team efforts, presenting sales reports and realistic forecasts to the management team, and identifying market shifts.

279. HAKHVERDIAN did not sell services or goods to Defendants' customers. Instead, HAKHVERDIAN was responsible for maintaining relationships with hotel concierge employees, who were the people actually selling Defendants' services to the hotel guests. Indeed,

Defendants would pay the third-party hotel concierges and employees with cash payments in envelopes as a form of commission for their efforts. HAKHVERDIAN would also train hotel concierge employees on Defendants' services so that the hotel concierges and employees could more effectively sell Defendants' services. Accordingly, HAKHVERDIAN was misclassified as an exempt employee.

280. Due to Defendants' misclassification of her position, Defendants denied Plaintiff rights afforded to her under the California Labor Code and the Industrial Welfare Commission Wage Orders. Specifically, due to Defendants' misclassification, Defendants failed to provide Plaintiff with compliant meal and rest periods, did not properly compensate Plaintiff for all hours worked, failed to maintain accurate records, failed to provide Plaintiff with accurate itemized wage statements, failed to accurately her sick pay and provide notice of same to Plaintiff, failed to reimburse Plaintiff for all necessary expenses, and failed to pay Plaintiff with all wages due and owing by the times set forth by law. Also, due to Defendants' misclassification of her position, Defendants also did not pay Plaintiff the requisite meal and/or rest period premium pay of an additional hour of wages for missed and/or late meal and/or rest periods. On information and belief, Defendants have a company-wide policy of never paying Plaintiff for missed and/or late meal and/or rest periods.

281. Defendants have a pattern and practice of failing to authorize and permit Plaintiff to take legally compliant rest breaks of at least 10 minutes for every four-hour work period, or major fraction thereof. Based on information and belief, and based thereon alleged, Defendants have a company-wide policy and practice placing difficult and unreasonable daily hotel visit goals on HAKHVERDIAN such that it was very difficult to take a timely and was not authorized or permitted to take rest breaks throughout her shift.

282. Thus, as a result of Defendants' illegal policies, Plaintiff was not authorized or permitted to take legally compliant rest breaks and were not compensated separately for the missed rest breaks, in violation of the applicable Wage Order.

283. Although Plaintiff's meal and rest periods were regularly missed Defendants did not compensate Plaintiff an additional hour of pay at their regular rate of pay for the times that

Plaintiff was not authorized or permitted to take a compliant and timely meal or rest period, in violation of Labor Code § 226.7.

284. As a pattern and practice, Defendants regularly required employees to work through their rest periods without proper compensation and denied Plaintiff the right to take proper rest periods as required by law.

285. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code § 226.7, including interest thereon, penalties and costs of suit.

286. Plaintiff is informed and believes and based thereon alleges that Defendants willfully failed to pay employees who were not provided the opportunity to take rest breaks the premium compensation set out in Labor Code § 226.7 and that Plaintiff is owed wages for the rest period violations set forth above. Plaintiff is informed and believes and based thereon alleges Defendants' willful failure to provide Plaintiff the wages due and owing him upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor Code § 203.

ELEVENTH CAUSE OF ACTION

Failure to Timely Pay All Wages Upon Separation of Employment and During Employment (Violation of Labor Code §§ 201-204)

[Against all Defendants, Except FARHADI]

287. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

288. Labor Code § 201 requires Defendants to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires Defendants to pay any and all wages due and owing to an employee not having a written contract for a definite period, who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 204 requires Defendants to pay wages twice each calendar month and no later than the payday for the next regular payroll period.

289. For violation of Labor Code §§ 201 and 202, Labor Code § 203 causes the unpaid wages of an employee to continue as a penalty from the due date thereof, at the same rate until paid or until an action is commenced, but the wages shall not continue for more than 30 days.

290. As a result of Defendants' conduct during the applicable statutory period, Defendants willfully failed to pay Plaintiff all wages due and owing to her, including minimum wages, overtime wages, and regular wages for all the time they were suffered or permitted to work or were engaged in work under Defendants' control, as well as all meal period premiums and rest period premiums owed within the time required by Labor Code §§ 201, 202, and 204 as applicable.

291. To date, Plaintiff has not yet received all wages due and payable, including but not limited to, minimum wages, overtime wages, regular wages, and meal and rest period premium wages owing to her.

292. As a direct result of Defendants' violations alleged herein, Plaintiff suffered and continue to suffer losses related to the use and enjoyment of wages due and owing to her, all to their respective damage in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

TWELFTH CAUSE OF ACTION

Failure to Pay Minimum Wages

(Violation of Labor Code §§ 558, 1194, 1197 and 1197.1)

[Alleged by Plaintiff, Individually, Against all Defendants]

293. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

294. This cause of action is brought pursuant to Labor Code §§ 558, 1194, 1197, and 1197.1, which require an employer to pay employees minimum wages for all hours worked less than eight hours in a day and/or less than 40 hours in a workweek.

295. As a pattern and practice, Defendants suffered and permitted employees to work without payment of minimum wages for all hours worked in a workday and workweek.

296. Defendants classified HAKHVERDIAN's position as exempt throughout the duration of her employment and based on that classification, paid her a set predetermined salary. Relying upon their classification, Defendants did not pay HAKHVERDIAN a premium rate for overtime hours worked nor did they ensure that she receive compliant meal or rest breaks. Defendants, however, misclassified HAKHVERDIAN's position as exempt because they did not employ her in a position that met the requirements of an exemption as defined under Wage Order No. 4, the applicable Wage Order alleged herein. Due to Defendants' misclassification of her position, HAKHVERDIAN is entitled to payment for all unpaid wages, hours worked, overtime pay, premium pay for missed meal and rest breaks, derivative penalties and other relief requested herein.

297. HAKHVERDIAN's duties included, but were not limited to: building and managing relationships with assigned accounts (hotel concierge teams) in order to hit sales targets, providing product training to existing and new hotel teams, communicating with and assisting hotel concierges with day to day inquiries, scheduling and conducting daily follow up meetings/calls with partner hotels and potential hotels, communicating updates via email, building and maintaining an accurate database of hotel concierge teams for assigned areas, sourcing information from hotels (number of rooms, average occupancy, guest profile, etc.) and compiling this in a database, providing weekly activity reports and participating in sales and management team efforts, presenting sales reports and realistic forecasts to the management team, and identifying market shifts.

298. HAKHVERDIAN did not sell services or goods to Defendants' customers. Instead, HAKHVERDIAN was responsible for maintaining relationships with hotel concierge employees, who were the people actually selling Defendants' services to the hotel guests. Indeed, Defendants would pay the third-party hotel concierges and employees with cash payments in envelopes as a form of commission for their efforts. HAKHVERDIAN would also train hotel concierge employees on Defendants' services so that the hotel concierges and employees could

1 more effectively sell Defendants' services. Accordingly, HAKHVERDIAN was misclassified as
2 an exempt employee.

3 299. Due to Defendants' misclassification of her position, Defendants denied Plaintiff
4 rights afforded to her under the California Labor Code and the Industrial Welfare Commission
5 Wage Orders. Specifically, due to Defendants' misclassification, Defendants failed to provide
6 Plaintiff with compliant meal and rest periods, did not properly compensate Plaintiff for all hours
7 worked, failed to maintain accurate records, failed to provide Plaintiff with accurate itemized
8 wage statements, failed to accurately her sick pay and provide notice of same to Plaintiff, failed to
9 reimburse Plaintiff for all necessary expenses, and failed to pay Plaintiff with all wages due and
10 owing by the times set forth by law. Also, due to Defendants' misclassification of her position,
11 Defendants also did not pay Plaintiff the requisite meal and/or rest period premium pay of an
12 additional hour of wages for missed and/or late meal and/or rest periods. On information and
13 belief, Defendants have a company-wide policy of never paying Plaintiff for missed and/or late
14 meal and/or rest periods.

15 300. HAKHVERDIAN routinely worked overtime each day and averaged anywhere
16 between 10-12 hours of work each day. Defendants would require HAKHVERDIAN to work a
17 full-time schedule. Defendants would not keep track of HAKHVERDIAN's time worked and
18 would instead pay her a flat salary. HAKHVERDIAN would receive calls from hotels late in the
19 evenings, early in the mornings, and over the weekends with questions and customer complaints
20 that they had to resolve. None of this time worked was paid, including no overtime pay.
21 Moreover, HAKHVERDIAN's wage statements did not contain the number of hours worked
22 (neither regular hours nor overtime hours).

23 301. Defendants failed to properly pay Plaintiff at least minimum, regular and overtime
24 wages owed for all time suffered or permitted to work, in violation of the Labor Code's overtime
25 provisions. To the extent that Defendants classified HAKHVERDIAN as exempt from overtime,
26 Plaintiff is informed and believes, and based thereon alleges, that Defendants misclassified her as
27 her duties do not meet any of the exemptions, including the outside salesperson exemption.
28 HAKHVERDIAN was not engaged in outside sales. As a result, Plaintiff did not receive the

1 statutory minimum wage for all time suffered or permitted to work because she was not properly
2 compensated, nor did they receive proper overtime compensation for all hours worked after the
3 eight hour of work in a workday and/or forty hours in a workweek.

4 302. As a result, Plaintiff did not receive the statutory minimum wage for all time
5 suffered or permitted to work because they were not properly compensated. Defendant had a
6 uniform corporate pattern and practice and procedure regarding the above practices in violation of
7 Labor Code §§ 558, 1194, 1197 and 1197.1.

8 303. Such a pattern, practice and uniform administration of corporate policy regarding
9 illegal employee compensation as described herein is unlawful and creates an entitlement to
10 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed,
11 including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of
12 California Labor Code §§ 218.5, 558, 1194, 1197 and 1197.1.

13 304. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful
14 failure to provide all minimum wages due and owing Plaintiff upon separation from employment
15 results in a continued payment of wages up to thirty (30) days from the time the wages were due.
16 Therefore, Plaintiff is entitled to compensation pursuant to Labor Code § 203.

17 **THIRTEENTH CAUSE OF ACTION**

18 **Failure to Pay Overtime**

19 **(Violation of Labor Code §§ 510, 558, 1194, and 1197.1)**

20 **[Alleged by Plaintiff, Individually, Against all Defendants]**

21 305. Plaintiff restates and incorporates by reference all above stated paragraphs as
22 though set forth herein.

23 306. This cause of action is brought pursuant to Labor Code §§ 510, 558, 1194, and
24 1197.1, which require an employer to pay employees overtime at a rate of one and one-half the
25 employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a
26 workweek.

27 307. As a pattern and practice, Defendant suffered and permitted employees to work in
28 excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay.

308. Defendants classified HAKHVERDIAN's position as exempt throughout the duration of her employment and based on that classification, paid her a set predetermined salary. Relying upon their classification, Defendants did not pay HAKHVERDIAN a premium rate for overtime hours worked nor did they ensure that she receive compliant meal or rest breaks. Defendants, however, misclassified HAKHVERDIAN's position as exempt because they did not employ her in a position that met the requirements of an exemption as defined under Wage Order No. 4, the applicable Wage Order alleged herein. Due to Defendants' misclassification of her position, HAKHVERDIAN is entitled to payment for all unpaid wages, hours worked, overtime pay, premium pay for missed meal and rest breaks, derivative penalties and other relief requested herein.

309. HAKHVERDIAN's duties included, but were not limited to: building and managing relationships with assigned accounts (hotel concierge teams) in order to hit sales targets, providing product training to existing and new hotel teams, communicating with and assisting hotel concierges with day to day inquiries, scheduling and conducting daily follow up meetings/calls with partner hotels and potential hotels, communicating updates via email, building and maintaining an accurate database of hotel concierge teams for assigned areas, sourcing information from hotels (number of rooms, average occupancy, guest profile, etc.) and compiling this in a database, providing weekly activity reports and participating in sales and management team efforts, presenting sales reports and realistic forecasts to the management team, and identifying market shifts.

310. HAKHVERDIAN did not sell services or goods to Defendants' customers. Instead, HAKHVERDIAN was responsible for maintaining relationships with hotel concierge employees, who were the people actually selling Defendants' services to the hotel guests. Indeed, Defendants would pay the third-party hotel concierges and employees with cash payments in envelopes as a form of commission for their efforts. HAKHVERDIAN would also train hotel concierge employees on Defendants' services so that the hotel concierges and employees could more effectively sell Defendants' services. Accordingly, HAKHVERDIAN was misclassified as an exempt employee.

311. Due to Defendants' misclassification of her position, Defendants denied Plaintiff rights afforded to her under the California Labor Code and the Industrial Welfare Commission Wage Orders. Specifically, due to Defendants' misclassification, Defendants failed to provide Plaintiff with compliant meal and rest periods, did not properly compensate Plaintiff for all hours worked, failed to maintain accurate records, failed to provide Plaintiff with accurate itemized wage statements, failed to accurately her sick pay and provide notice of same to Plaintiff, failed to reimburse Plaintiff for all necessary expenses, and failed to pay Plaintiff with all wages due and owing by the times set forth by law. Also, due to Defendants' misclassification of her position, Defendants also did not pay Plaintiff the requisite meal and/or rest period premium pay of an additional hour of wages for missed and/or late meal and/or rest periods. On information and belief, Defendants have a company-wide policy of never paying Plaintiff for missed and/or late meal and/or rest periods.

312. HAKHVERDIAN routinely worked overtime each day and averaged anywhere between 10-12 hours of work each day. Defendants would require HAKHVERDIAN to work a full-time schedule. Defendants would not keep track of HAKHVERDIAN's time worked and would instead paid her a flat salary. HAKHVERDIAN would receive calls from hotels late in the evenings, early in the mornings, and over the weekends with questions and customer complaints that they had to resolve. None of this time worked was paid, including no overtime pay. Moreover, HAKHVERDIAN's wage statements did not contain the number of hours worked (neither regular hours nor overtime hours).

313. Defendants failed to properly pay Plaintiff at least minimum, regular and overtime wages owed for all time suffered or permitted to work, in violation of the Labor Code's overtime provisions. To the extent that Defendants classified HAKHVERDIAN as exempt from overtime, Plaintiff is informed and believes, and based thereon alleges, that Defendants misclassified her as her duties do not meet any of the exemptions, including the outside salesperson exemption. HAKHVERDIAN was not engaged in outside sales. As a result, Plaintiff did not receive the statutory minimum wage for all time suffered or permitted to work because she was not properly

1 compensated, nor did they receive proper overtime compensation for all hours worked after the
2 eight hour of work in a workday and/or forty hours in a workweek.

3 314. As a result, Plaintiff did not receive the statutory overtime wage for all time
4 suffered or permitted to work because they were not properly compensated. Defendants had a
5 uniform corporate pattern and practice and procedure regarding the above practices in violation of
6 Labor Code §§ 510, 558 and 1194.

7 315. Such a pattern, practice and uniform administration of corporate policy regarding
8 illegal employee compensation as described herein is unlawful and creates an entitlement to
9 recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed,
10 including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of
11 California Labor Code §§ 218.5, 558, 1194, and 1197.1.

12 316. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful
13 failure to provide all overtime wages due and owing Plaintiff upon separation from employment
14 results in a continued payment of wages up to thirty (30) days from the time the wages were due.
15 Therefore, Plaintiff is entitled to compensation pursuant to Labor Code § 203.

16 **FOURTEENTH CAUSE OF ACTION**

17 **Improper Wage Statements**

18 **(Violation of Labor Code § 226)**

19 **[Against all Defendants, Except FARHADI]**

20 317. Plaintiff restates and incorporates by reference all above stated paragraphs as
21 though set forth herein.

22 318. Defendant failed in its affirmative obligation to provide accurate itemized wage
23 statements. Defendant, as a matter of policy and practice, did not provide accurate records in
24 violation of Labor Code § 226 by failing to provide accurate payroll records for Plaintiff and the
25 Class.

26 319. Defendants classified HAKHVERDIAN's position as exempt throughout the
27 duration of her employment and based on that classification, paid her a set predetermined salary.
28 Relying upon their classification, Defendants did not pay HAKHVERDIAN a premium rate for

overtime hours worked nor did they ensure that she receive compliant meal or rest breaks. Defendants, however, misclassified HAKHVERDIAN's position as exempt because they did not employ her in a position that met the requirements of an exemption as defined under Wage Order No. 4, the applicable Wage Order alleged herein. Due to Defendants' misclassification of her position, HAKHVERDIAN is entitled to payment for all unpaid wages, hours worked, overtime pay, premium pay for missed meal and rest breaks, derivative penalties and other relief requested herein.

320. HAKHVERDIAN's duties included, but were not limited to: building and managing relationships with assigned accounts (hotel concierge teams) in order to hit sales targets, providing product training to existing and new hotel teams, communicating with and assisting hotel concierges with day to day inquiries, scheduling and conducting daily follow up meetings/calls with partner hotels and potential hotels, communicating updates via email, building and maintaining an accurate database of hotel concierge teams for assigned areas, sourcing information from hotels (number of rooms, average occupancy, guest profile, etc.) and compiling this in a database, providing weekly activity reports and participating in sales and management team efforts, presenting sales reports and realistic forecasts to the management team, and identifying market shifts.

321. HAKHVERDIAN did not sell services or goods to Defendants' customers. Instead, HAKHVERDIAN was responsible for maintaining relationships with hotel concierge employees, who were the people actually selling Defendants' services to the hotel guests. Indeed, Defendants would pay the third-party hotel concierges and employees with cash payments in envelopes as a form of commission for their efforts. HAKHVERDIAN would also train hotel concierge employees on Defendants' services so that the hotel concierges and employees could more effectively sell Defendants' services. Accordingly, HAKHVERDIAN was misclassified as exempt employees.

322. HAKHVERDIAN routinely worked overtime each day and averaged anywhere between 10-12 hours of work each day. Defendants would require HAKHVERDIAN to work a full-time schedule. Defendants would not keep track of HAKHVERDIAN's time worked and

1 would instead paid her a flat salary. HAKHVERDIAN would receive calls from hotels late in the
2 evenings, early in the mornings, and over the weekends with questions and customer complaints
3 that they had to resolve. None of this time worked was paid, including no overtime pay.
4 Moreover, HAKHVERDIAN's wage statements did not contain the number of hours worked
5 (neither regular hours nor overtime hours).

6 323. Due to Defendants' misclassification of her position, Defendants denied Plaintiff
7 rights afforded to her under the California Labor Code and the Industrial Welfare Commission
8 Wage Orders. Specifically, due to Defendants' misclassification, Defendants failed to provide
9 Plaintiff with compliant meal and rest periods, did not properly compensate Plaintiff for all hours
10 worked, failed to maintain accurate records, failed to provide Plaintiff with accurate itemized
11 wage statements, failed to accurately her sick pay and provide notice of same to Plaintiff, failed to
12 reimburse Plaintiff for all necessary expenses, and failed to pay Plaintiff with all wages due and
13 owing by the times set forth by law. Also, due to Defendants' misclassification of her position,
14 Defendants also did not pay Plaintiff the requisite meal and/or rest period premium pay of an
15 additional hour of wages for missed and/or late meal and/or rest periods. On information and
16 belief, Defendants have a company-wide policy of never paying Plaintiff for missed and/or late
17 meal and/or rest periods.

18 324. Defendants failed to provide Plaintiff with accurate itemized wage statements by
19 issuing wage statements that did not include the number of hours worked, the applicable rates of
20 pay, including the correct overtime rate as required under Labor Code section 226, did not include
21 or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, and
22 did not include an accurate balance of HAKHVERDIAN'S available sick leave. Additionally,
23 Defendants violated Labor Code § 226(a) by issuing wage statements that did not include: (1) the
24 correct total regular and overtime hours worked, (2) the correct amount of gross and net wages
25 earned, and (3) all applicable hourly rates and the corresponding number of hours worked at each
26 hourly rate, as required under Labor Code section 226. As such, Defendants violated Labor Code
27 section 226(a) by not providing accurate, itemized wage statements to Plaintiff by not accurately
28 reflecting the hours worked, as well as by not including the premium pay for missed rest breaks

1 and meal periods on the paystubs. Defendants similarly failed to provide Plaintiff with accurate
2 itemized wage statements.

3 325. Such a pattern, practice and uniform administration of corporate policy as described
4 herein is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil action, for all
5 damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and
6 costs of suit according to the mandate of California Labor Code § 226.

7 **FIFTEENTH CAUSE OF ACTION**

8 **Failure to Reimburse Business Expenses**

9 **(Violation of Labor Code § 2802)**

10 **[Against all Defendants, Except FARHADI]**

11 326. Plaintiff restates and incorporates by reference all above stated paragraphs as
12 though set forth herein.

13 327. Labor Code § 2802 requires an employer to indemnify its employees for all
14 necessary expenditures or losses incurred by an employee in direct consequence of the discharge
15 of his or her duties of employment.

16 328. Labor Code § 2802(b) states, “[a]ll awards made by a court ... for reimbursement
17 of necessary expenditures” shall carry interest, at the same rate as judgments in civil actions, and
18 said interest will accrue from the date on which the employee incurred the necessary expenditure
19 including, but not limited to, reasonable costs and attorney’s fees incurred by the employee in
20 enforcing their rights granted pursuant to Labor Code § 2802. The exact amount of the necessary
21 expenditures or losses is in an amount to be proven at time of trial.

22 329. Furthermore, Labor Code § 2802(c) states, “[f]or the purposes of this section, the
23 term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not
24 limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

25 330. Plaintiff incurred expenses in direct consequence of the discharge of her duties of
26 employment with Defendants, but Defendants failed to adequately reimburse her for such
27 expenses. For example, Plaintiff was not properly compensated for travel expenses.

28 HAKHVERDIAN complained about Starline’s failure to provide reasonable reimbursements, and

her complaint was unanswered. Despite Defendants' knowledge that Plaintiff, were required to and did incur these expenses, Defendants failed to provide appropriate reimbursement for these expenses, in violation of Labor Code § 2802.

331. As a direct result of Defendants' violations alleged herein, Plaintiff suffered and continue to suffer, substantial losses related to Defendants' failure to indemnify them for the expenses and losses, including the use and enjoyment of such monies, lost interest on such monies and expenses, and attorney's fees and costs in seeking to compel Defendants to fully perform its obligations under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

332. Plaintiff seek to recover in a civil action to the fullest extent permissible all available remedies including but not limited to the unpaid balance of the indemnification from Defendants' violations, interest thereon permitted by Labor Code § 2802(b), reasonable attorney's fees and costs of suit, declaratory relief, and any other permitted remedies including those permitted pursuant to Labor Code § 2802 and Code of Civil Procedure § 1021.5. The exact amount of reimbursements, interest, costs and attorney's fees will be in an amount to be proved at time of trial.

SIXTEENTH CAUSE OF ACTION

Failure To Maintain Records

(Violation of Labor Code § 1174, 1174.5, and 1198.5)

[Against all Defendants, Except FARHADI]

333. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

334. Labor Code § 1174 required Defendants to "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments."

335. Labor Code § 1174.5 provides that "[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete

records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

336. Labor Code § 1198.5 required Defendants to maintain a copy of each employee’s personnel records for a period of not less than three years after termination of employment.

337. Here, Defendants did not and are not keeping accurate records or work hours for Plaintiff. Moreover, Defendants failed to accurately record Plaintiff’s and the Aggrieved Employees’ hours worked, including but not limited to, Defendants failure to record the proper beginning and end of each work period, the total hours worked during the pay period, the applicable rates of pay, and the wages paid. For example, meal breaks were not accurately recorded on time records in violation of the Wage Order. As a direct consequence of Defendants’ illegal policies, Defendants did not keep accurate records of the actual hours that Plaintiff were under the control of Defendants, including, but not limited to, time suffered and permitted to work, as well as all wages earned.

338. Such a pattern, practice and uniform administration of corporate policy regarding lack of maintaining of records as described herein is unlawful and creates an entitlement to recovery by Plaintiff in a civil action for penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 1174.5 and 1198.5.

SEVENTEENTH CAUSE OF ACTION

For Violations of Business and Professions Code § 17200, et seq.

[Against all Defendants, Except FARHADI]

339. Plaintiff restates and incorporates by reference all above stated paragraphs as though set forth herein.

340. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice...”

341. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (i) failure to provide proper meal periods and pay to

1 Plaintiff premium wages for failure to provide compliant meal periods; (ii) failure to provide
2 proper rest periods and pay to Plaintiff premium wages for failure to provide compliant rest
3 periods; (iii) failure to pay Plaintiff all regular, minimum, and overtime wages for all hours
4 suffered or permitted to work and under the control of Defendants; (iv) failure to indemnify
5 Plaintiff for necessary business expenses incurred in direct consequence of the discharge of their
6 duties and under the direction of Defendants; (v) failure to maintain accurate records of the hours
7 that Plaintiff worked while employed by Defendants; (vi) failure to provide Plaintiff with accurate
8 itemized wage statements; (vii) failure to timely pay Plaintiff all wages owed upon separation of
9 her employment with Defendants; and (viii) failure to record and provide proper sick leave to
10 Plaintiff.

11 342. Defendants' utilization of such unfair and unlawful business practices constitutes
12 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

13 343. Plaintiff seeks, individually, full restitution of monies, as necessary and according
14 to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by
15 means of the unfair practices complained of herein.

16 344. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
17 mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as
18 proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth
19 herein above thereby depriving Plaintiff the minimum working condition standards and conditions
20 due to them under the California laws and the applicable IWC Wage Orders as specifically
21 described therein.

22 **EIGHTEENTH CAUSE OF ACTION**

23 **Failure to Comply with Labor Code §§ 226 and 1198.5**

24 **Failure to Produce Wage Statements and Personnel File**

25 **[Against all Defendants, Except FARHADI]**

26 345. Plaintiff restates and incorporates by reference all above stated paragraphs as
27 though set forth herein.

1 346. California Labor Code § 226(c) states, in pertinent part: “An employer who
2 receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b)
3 pertaining to a current or former employee shall comply with the request as soon as practicable,
4 but no later than 21 calendar days from the date of the request. A violation of this subdivision is
5 an infraction...” Labor Code § 226(f) states, in pertinent part: “A failure by an employer to permit
6 a current or former employee to inspect or receive a copy of records within the time set forth in
7 subdivision (c) entitles the current or former employee...to recover a seven-hundred-fifty-dollar
8 (\$750) penalty from the employer.” Lastly, Labor Code § 226(h) states, “An employee may also
9 bring an action for injunctive relief to ensure compliance with this section, and is entitled to an
10 award of costs and reasonable attorney’s fees.”

11 347. California Labor Code § 1198.5(a) provides as follows: “Every current and former
12 employee, or his or her representative, has the right to inspect and receive a copy of the personnel
13 records that the employer maintains relating to the employee’s performance or to any grievance
14 concerning the employee.” Additionally, Labor Code § 1198.5(b) provides, in pertinent part:
15 “Upon a written request from a current or former employee, or his or her representative, the
16 employer shall also provide a copy of the personnel records...not later than 30 calendar days from
17 the date the employer receives the request...” Moreover, Labor Code § 1198.5(k) provides, in
18 pertinent part, “If an employer fails to permit a current or former employee, or his or her
19 representative to inspect or copy personnel records within the times specified in this section...the
20 current or former employee...may recover a penalty of seven hundred fifty dollars (\$750) from the
21 employer.” Lastly, Labor Code § 1198.5(l) states, “A current or former employee may also bring
22 an action for injunctive relief to obtain compliance with this section, and may recover costs and
23 reasonable attorney’s fees in such an action.”

24 348. On or around February 11, 2020, HAKHVERDIAN’S counsel of record sent
25 DEFENDANTS a letter pursuant to California Labor Code §§ 226 and 1198.5, requesting
26 DEFENDANTS to allow HAKHVERDIAN to inspect her wage statements and personnel file (a
27 statutory right). The letter, along with verification signed by HAKHVERDIAN, was sent to
28 DEFENDANTS via Certified Mail. The letter was sent to the same DEFENDANTS address that

1 is listed on DEFENDANTS'S Secretary of State filings – 6801 Hollywood Blvd., Suite 207,
2 Hollywood, California 90028. On February 13, 2020, Defendants received the letter requesting
3 production of HAKHVERDIAN's wage statements and personnel file.

4 349. DEFENDANTS never responded to the letter and never produced the requested and
5 required documents. DEFENDANTS has failed to comply with Labor Code §§ 226 and 1198.5,
6 thereby entitling HAKHVERDIAN to recovery statutory penalties and attorney's fees.

7 350. More than 21 and 30 days have passed since HAKHVERDIAN's request for
8 Defendants to produce her employment and payroll records. Defendants have failed to comply
9 with Labor Code §§ 226 and 1198.5, thereby entitling HAKHVERDIAN to recovery statutory
10 penalties and attorney's fees and to seek injunctive relief.

11 351. As a result of Defendants' unlawful conduct, HAKHVERDIAN is entitled to \$750,
12 and injunctive relief directing Defendants to turn over her personnel records, together with
13 interest, costs, and attorney's fees.

14 **NINETEENTH CAUSE OF ACTION**

15 **Violation of Labor Code § 2698, *et seq.***

16 **[Alleged by Plaintiffs, Individually, and On Behalf of the Aggrieved Employees Against all**
17 **Defendants]**

18 352. Plaintiff restates and incorporates by reference all above stated paragraphs as
19 though set forth herein.

20 353. Pursuant to Labor Code section 2699(a), Plaintiff seeks civil penalties on behalf of
21 herself and all other current and former employees of Defendants that worked as non-exempt
22 employees in California from May 28, 2019 through the present. Pursuant to Labor Code section
23 2699(a), Plaintiff also seeks civil penalties on behalf of herself and all other current and former
24 employees of Defendants that were misclassified as exempt employees by Defendants in
25 California from May 28, 2019 through the present.

26 354. Defendants employed Plaintiff and Plaintiff had one or more of the alleged
27 violations committed against her. Therefore, Plaintiff is an "aggrieved employee" under PAGA
28 because the alleged violators employed her and they had one or more of the alleged violations

1 committed against her. As such, Plaintiff is properly suited to represent the interests of other
2 aggrieved employees in a PAGA Representative action.

3 355. Plaintiff brings this cause of action as a proxy for the State of California and in this
4 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violations of
5 Labor Code §§ 201-204, 210, 223, 226, 226.7, 245 *et seq*, 510, 512, 558, 1174, 1174.5, 1194,
6 1197, 1197.1, 1198 and 2802.

7 356. For all provisions of the Labor Code for which a civil penalty is not specifically
8 provided, Labor Code section 2699(f) imposes upon Defendants, and each of them, a penalty of
9 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
10 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
11 subsequent violation.

12 357. The Cause of Action alleged herein is appropriately suited for a Labor Code Private
13 Attorneys General Act of 2004 ("PAGA") action because:

14 a. Pursuant to California Labor Code section 2699(a), any provision of the
15 Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
16 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
17 employees, for a violation of the California Labor Code, may, as an alternative, be recovered through
18 a civil action brought by an aggrieved employee on behalf of himself or herself and all other current
19 or former employees pursuant to the procedures specified in section 2699;

20 b. This action involves allegations of violations of provisions of the California
21 Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the
22 LWDA or any departments, divisions, commissions, boards, agencies or employees;

23 c. Plaintiff is an "aggrieved employee" because she was employed by the
24 alleged violators and had one or more of the alleged violations committed against him;

25 d. On or about May 28, 2020, Plaintiff satisfied the procedural requirements of
26 section 2699.3 by serving the LWDA electronically and Defendants via Certified Mail with her
27 notice for wage and hour violations and penalties, including the facts and theories to support each
28 violation. A true and correct of Plaintiff PAGA notice is attached hereto as **EXHIBIT 3**.

1 e. As of the date of the filing of this Complaint, the LWDA has not informed
2 Plaintiff whether the LWDA intends to investigate Plaintiff's claims. More than 65 days have
3 passed since Plaintiff served notice via Certified Mail to the LWDA and her employers. Therefore,
4 Plaintiff satisfied all the administrative requirements to pursue civil penalties against Defendants
5 pursuant to Labor Code section 2698, *et seq.*

6 f. Plaintiff files this action pursuant to Labor Code section 2699(a) and (f), on
7 behalf of herself and all other aggrieved employees of Defendants to recover civil penalties,
8 including unpaid wages, which are to be paid to the affected employees pursuant to Labor Code
9 sections 558 and 1197.1.

10 g. Defendants were Plaintiff's employers or persons acting on behalf of
11 Plaintiff's employer, within the meaning of California Labor Code section 558, who violated or
12 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
13 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,
14 are subject to civil penalties for each underpaid employee, as set forth in Labor Code section 558,
15 at all relevant times.

16 h. Defendants were Plaintiff's employers or persons acting on behalf of
17 Plaintiff's employer either individually or as an officer, agent, or employee of another person, within
18 the meaning of California Labor Code section 1197.1, who paid or caused to be paid to any
19 employee a wage less than the minimum fixed by California state law, and as such, are subject to
20 civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code
21 section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203.

22 i. Plaintiff seeks to recover all applicable civil penalties under PAGA on behalf
23 of herself and all other aggrieved employees of Defendants in California including, but not limited
24 to, all unpaid and/or underpaid wages pursuant to Labor Code sections 558 and 1197.1.

25 358. For bringing this action, Plaintiff is additionally entitled to attorney's fees and costs
26 incurred herein.

27 359. Plaintiffs seek to recover civil penalties on behalf of herself and other aggrieved
28 employees for Defendants' violations of the Labor Code, including but not limited to Defendants'

violations of Labor Code sections §§ 201-204, 210, 223, 226, 226.7, 245 *et seq*, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 2802 pursuant to Labor Code section 2698, *et seq*. The exact amount of the applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, where applicable on Plaintiff's separately stated Causes of Action:

1. Compensatory and special damages as set forth throughout the complaint according to proof with prejudgment interest thereon to the extend allowable by law;

2. Damages for severe emotional distress, humiliation, grief, nervousness, worry, sadness, anger, frustration, embarrassment, helplessness, stress, and related emotional and mental anguish in an amount to be determined by the jury at the trial of this matter;

3. Damages for past loss of earnings, bonuses, and benefits, in spite of continuing attempts at mitigating damages, with such damages, increasing each day, plus interest in an amount to be determined by the jury at the trial of this matter;

4. Damages for future loss of earnings, bonuses and benefits, in spite of continuing attempts at mitigating damages, in an amount to be determines by the jury at the trial of this matter;

5. Declaratory and injunctive relief as deemed appropriate by the Court and as requested in Plaintiff's Cause of Action;

6. Attorneys' fees and costs;

7. For general unpaid wages and premium wages pursuant to California Labor Code § 226.7 and such general and special damages as may appropriate,

8. For statutory penalties pursuant to California Labor Code §§ 203 and 210;

9. For general unpaid wages, including overtime wages, pursuant to California Labor Code §§ 510 and 1194, and such general and special damages as may be appropriate;

10. For pre-judgment interest on any unpaid wage compensation from the date such amounts were due;

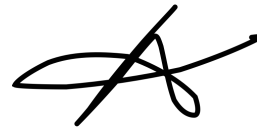
- 1 11. For liquidated damages in an amount equal to the wages unlawfully unpaid with the
- 2 interest thereon pursuant to California Labor Code § 1194.2;
- 3 12. For reasonable attorney's fees and for costs of suit incurred herein pursuant to
- 4 California Labor Code § 1194(a);
- 5 13. For statutory penalties pursuant to California Labor Code § 226(a);
- 6 14. For reasonable costs and attorneys' fees pursuant to California Labor Code §
- 7 226(e);
- 8 15. For all actual, consequential, and incidental losses and damages, according to
- 9 proof;
- 10 16. For pre-judgment interest on the business expenditures under California Labor
- 11 Code § 2802(b);
- 12 17. For reasonable costs and attorneys' fees pursuant to California Labor Code §
- 13 2802(c);
- 14 18. For statutory penalties pursuant to California Labor Code §§ 98.6, 1174.5 and
- 15 1198.5
- 16 19. For reasonable costs and attorneys' fees pursuant to California Labor Code §
- 17 1198.5(l);
- 18 20. The disgorgement of any and all "unpaid wages" and incidental losses, according to
- 19 proof;
- 20 21. For restitution of "unpaid wages" to Plaintiff and prejudgment interest from the day
- 21 such amounts were due and payable;
- 22 22. For the appointment of a receiver to receive, manage and distribute any and all
- 23 funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants
- 24 as a result of violations of California Business & Professions Code § 17200, *et seq.*;
- 25 23. For reasonable attorneys' fees that Plaintiff is entitled to recover under California
- 26 Civil Procedure § 1021.5;
- 27 24. For costs of suit incurred herein;
- 28

25. For pre-judgment interests on any unpaid wages, for statutory penalties pursuant to California Labor Code § 203;
26. Interest, including prejudgment interest, as allowed by law;
27. Punitive damages against all Defendant STARLINE and Does 1 Through 20, inclusive;
28. For reasonable attorneys' fees and costs of suit to the extent permitted by law pursuant to Labor Code sections 2698, *et seq.*
29. For civil penalties to the extent permitted by law pursuant to the Labor Code under the PAGA;
30. For civil penalties for each initial and subsequent violation for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages pursuant to Labor Code section 558 and, pursuant to Labor Code 1197.1, in addition to an amount sufficient to recover underpaid wages, as well as liquidated damages pursuant to section 1194.2, and any applicable penalties imposed pursuant to Labor Code section 203; and
31. For such other relief as the Court deems just and proper.

Dated: August 3, 2020

ARIN | JAMES LLP

By:



ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for JULIET HAKHVERDIAN

1 **DEMAND FOR JURY TRIAL**

2 **PLAINTIFF JULIET HAKHVERDIAN DEMANDS A JURY TRIAL**

3 Dated: August 3, 2020

ARIN | JAMES LLP



4
5 By: _____

6 ARIN NORIJANIAN

7 JAMES H. DEMERJIAN

8 Attorneys for JULIET HAKHVERDIAN



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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

March 31, 2020

RE: **Notice of Filing of Discrimination Complaint**

DFEH Matter Number: 202003-09766231

Right to Sue: Hakhverdian / Star Line Tours of Hollywood, Inc.

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

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

March 31, 2020

Juliet Hakhverdian



RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 202003-09766231
Right to Sue: Hakhverdian / Star Line Tours of Hollywood, Inc.

Dear Juliet Hakhverdian,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective March 31, 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

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of

Juliet Hakhverdian

DFEH No. 202003-09766231

Complainant,

vs.

Star Line Tours of Hollywood, Inc.
6801 Hollywood Blvd., Suite 207
Hollywood, California 90028

Respondents

1. Respondent **Star Line Tours of Hollywood, Inc.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Juliet Hakhverdian**, resides in the City of **Glendale** State of **California**.

3. Complainant alleges that on or about **October 3, 2019**, respondent took the following adverse actions:

Complainant was harassed because of complainant's race, ancestry, national origin (includes language restrictions), family care or medical leave (cfra) (employers of 50 or more people), disability (physical or mental), medical condition (cancer or genetic characteristic), other, association with a member of a protected class.

Complainant was discriminated against because of complainant's race, ancestry, national origin (includes language restrictions), family care or medical leave (cfra) (employers of 50 or more people), disability (physical or mental), medical condition (cancer or genetic characteristic), other, association with a member of a protected class and as a result of the discrimination was terminated, laid off, reprimanded, denied equal pay, denied any employment benefit or privilege, other.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related

1 accommodation, requested or used leave under the california family rights act or
2 fmla (employers of 50 or more people) and as a result was terminated, laid off,
3 reprimanded, denied equal pay, denied any employment benefit or privilege, denied
4 family care or medical leave (cfra) (employers of 50 or more people), other.

5 **Additional Complaint Details:** In or around March 2014, Respondent hired
6 Complainant as a "Hotel Sales Manager." In or around the summer of 2019,
7 Complainant's supervisor Mona Sanner scolded Complainant for speaking to a
8 coworker in Farsi. Complainant objected and stated she was simply greeting her
9 coworker.

10 In or around June 2019, Respondent's harassment, discrimination and illegal
11 conduct continued by attempting to terminate Respondent's employment due to
12 false reasons that she was not meeting sales goals. Complainant objected to the
13 termination and proved to Respondent that she was meeting sales goals. As a
14 result of her proof, Respondent was left with no choice but to rescind her termination
15 and reinstated her.

16 A few days later, however, on or about June 19, 2019, Respondent gave her a write
17 up falsely accusing that she was not meeting sales goals.

18 On July 16, 2019, Complainant took a protected medical leave of absence and
19 returned to work on August 4, 2019. A few days after she returned to work, on or
20 around August 12, 2019, Respondent gave her another false write up.

21 In September 2019, Respondent memorialized the illegal English Only policy by way
22 of a memo dated September 5, 2019 to all employees. There was no business
23 necessity for the English Only policy nor was it a reasonable policy.

24 As a result of the illegal English Only policy and other discriminatory conduct,
25 Complainant was discriminated, harassed and retaliated based on her race, national
26 origin and protected activity. Moreover, Complainant was discriminated, harassed
27 and retaliated based on her having taken a protected medical leave of absence.

28 On October 02, 2019, Complainant was wrongfully terminated as a result of her
race, national origin, medical condition, protected medical leave of absence and
protected activity.

Respondent also misclassified Complainant and thereby denied her equal pay.

1 VERIFICATION

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

5 On March 31, 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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Glendale, CA

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**

7 Juliet Hakhverdian

DFEH No. 202003-09766231

8 Complainant,

9 vs.

10 Star Line Tours of Hollywood, Inc.
11 6801 Hollywood Blvd., Suite 207
12 Hollywood, California 90028

13 Star Line Tours of Hollywood, Inc.
14 1801 Century Park East, 24th Floor
15 Los Angeles, California 90067

16 Respondents

17 1. Respondent **Star Line Tours of Hollywood, Inc.** is an **employer** subject to suit
18 under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900
19 et seq.).

20 2. Complainant **Juliet Hakhverdian**, resides in the City of **Glendale** State of
21 **California**.

22 3. Complainant alleges that on or about **October 3, 2019**, respondent took the
23 following adverse actions:

24 **Complainant was harassed** because of complainant's race, ancestry, national
25 origin (includes language restrictions), family care or medical leave (cfra) (employers
26 of 50 or more people), disability (physical or mental), medical condition (cancer or
27 genetic characteristic), other, association with a member of a protected class.

28 **Complainant was discriminated against** because of complainant's race, ancestry,
national origin (includes language restrictions), family care or medical leave (cfra)
(employers of 50 or more people), disability (physical or mental), medical condition
(cancer or genetic characteristic), other, association with a member of a protected

1 class and as a result of the discrimination was terminated, laid off, reprimanded,
2 denied equal pay, denied any employment benefit or privilege, other.

3 **Complainant experienced retaliation** because complainant reported or resisted
4 any form of discrimination or harassment, requested or used a disability-related
5 accommodation, requested or used leave under the california family rights act or
6 fmla (employers of 50 or more people) and as a result was terminated, laid off,
7 reprimanded, denied equal pay, denied any employment benefit or privilege, denied
8 family care or medical leave (cfra) (employers of 50 or more people), other.

9 **Additional Complaint Details:** In or around March 2014, Respondent hired
10 Complainant as a "Hotel Sales Manager." In or around the summer of 2019,
11 Complainant's supervisor Mona Sanner scolded Complainant for speaking to a
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14 In or around June 2019, Respondent's harassment, discrimination and illegal
15 conduct continued by attempting to terminate Respondent's employment due to
16 false reasons that she was not meeting sales goals. Complainant objected to the
17 termination and proved to Respondent that she was meeting sales goals. As a
18 result of her proof, Respondent was left with no choice but to rescind her termination
19 and reinstated her.

20 A few days later, however, on or about June 19, 2019, Respondent gave her a write
21 up falsely accusing that she was not meeting sales goals.

22 On July 16, 2019, Complainant took a protected medical leave of absence and
23 returned to work on August 4, 2019. A few days after she returned to work, on or
24 around August 12, 2019, Respondent gave her another false write up.

25 In September 2019, Respondent memorialized the illegal English Only policy by way
26 of a memo dated September 5, 2019 to all employees. There was no business
27 necessity for the English Only policy nor was it a reasonable policy.

28 As a result of the illegal English Only policy and other discriminatory conduct,
Complainant was discriminated, harassed and retaliated based on her race, national
origin and protected activity. Moreover, Complainant was discriminated, harassed
and retaliated based on her having taken a protected medical leave of absence.

On October 02, 2019, Complainant was wrongfully terminated as a result of her
race, national origin, medical condition, protected medical leave of absence and
protected activity.

Respondent also misclassified Complainant and thereby denied her equal pay.

1 VERIFICATION

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

5 On March 31, 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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Glendale, CA



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

May 28, 2020

Via Online Electronic Filing

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail / Return Receipt Requested

Starline Tours of Hollywood, INC.
Kamrouz Farhadi
6801 Hollywood Blvd., Suite 207
Hollywood, California 90028

Jason Andrew Lieber
Agent for Service of Process
1801 Century Park East 24th Floor
Los Angeles, California 90028

Re: **Juliet Hakhverdian's Wage and Hour Claims Against Starline Tours
of Hollywood, Inc. and Kamrouz Farhadi**

Dear Labor and Workforce Development Agency, Starline Tours of Hollywood, Inc., and
Kamrouz Farhadi:

Please be advised that Juliet Hakhverdian ("Ms. Hakhverdian") has retained our firm to represent her for claims against her former employer Starline Tours of Hollywood, Inc. ("Starline") and Kamrouz Farhadi, who is listed as a director and the CEO of Starline on its Statement of Information filed with the Secretary of State. This correspondence shall serve as Ms. Hakhverdian's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Ms. Hakhverdian and all other aggrieved employees against Starline. Ms. Hakhverdian provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Ms. Hakhverdian desires to file a civil action to enforce her rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Ms. Hakhverdian also intends to represent all other non-exempt and/or misclassified employees who performed work for Starline in California and have



suffered at least one of the wage and hour violations described herein during their employment as well as any other violations suffered by the aggrieved employees.

Ms. Hakhverdian alleges that Starline and Kamrouz Farhadi committed the following against her and all other non-exempt and/or misclassified employees in California:

Factual Background:

Starline is a California corporation and is in the business of sightseeing tours and charter. Kamrouz Farhadi is the Chief Executive Officer and director of Starline. Starline employed Ms. Hakhverdian from approximately March 2014 until around October 2, 2019.

Ms. Hakhverdian was hired as an account executive of hotel sales and services. She later received the position of hotel sales manager. Ms. Hakhverdian's duties included, but were not limited to: building and managing relationships with assigned accounts (hotel concierge teams) in order to hit sales targets, providing product training to existing and new hotel teams, communicating with and assisting hotel concierges with day to day inquiries, scheduling and conducting daily follow up meetings/calls with partner hotels and potential hotels, communicating updates via email, building and maintaining an accurate database of hotel concierge teams for assigned areas, sourcing information from hotels (number of rooms, average occupancy, guest profile, etc.) and compiling this in a database, providing weekly activity reports and participating in sales and management team efforts, presenting sales reports and realistic forecasts to the management team, and identifying market shifts.

Ms. Hakhverdian and other similarly situated non-exempt and misclassified employees did not sell services or goods to Starline customers. Instead, Ms. Hakhverdian and other similar non-exempt and misclassified employees were responsible for maintaining relationships with hotel concierge employees, who were the people actually selling Starline's services to the hotel guests. Indeed, Starline would pay the third-party hotel concierges and employees with cash payments in envelopes as a form of commission for their efforts. Ms. Hakhverdian and other similar non-exempt and misclassified employees would also train hotel concierge employees on Starline's services so that the hotel concierges and employees could more effectively sell Starline's services. Accordingly, Ms. Hakhverdian and all other similarly situated employees were misclassified as exempt employees.

Ms. Hakhverdian routinely worked overtime each day and averaged anywhere between 10-12 hours of work each day. Starline would require Ms. Hakhverdian and other non-exempt and misclassified employees to work a full time schedule. Starline



would not keep track of Ms. Hakhverdian's and other similar non-exempt and misclassified employees' time worked and would instead pay them a flat salary. Ms. Hakhverdian and other non-exempt and misclassified employees would receive calls from hotels late in the evenings, early in the mornings, and over the weekends with questions and customer complaints that they had to resolve. None of this time worked was paid, including no overtime pay. Moreover, Ms. Hakhverdian's and other non-exempt employees' wage statements did not contain the number of hours worked (neither regular hours nor overtime hours). Ms. Hakhverdian and other similar non-exempt employees were denied various rights under the Labor Code as outlined below.

Starline's Labor Code and IWC Wage Order Violations:

Starline denied Ms. Hakhverdian and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). For example, Starline failed to provide them with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to timely pay Ms. Hakhverdian and other non-exempt employees all minimum, regular, and overtime wages owed, failed to properly reimburse them for all business expenses, failed to maintain accurate records and issue accurate itemized wage statements, and failed to timely pay all wages due during and upon separation of employment. Specifically, Starline committed the following Labor Code violations against Ms. Hakhverdian and other non-exempt employees:

1. Starline violated Labor Code §§ 510, 558, 1194, 1197.1 and the "Hours and Days of Work" sections of the applicable Wage Order by not paying Ms. Hakhverdian and other non-exempt employees any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek. Ms. Hakhverdian and other non-exempt employees routinely worked overtime hours, however, Starline would not pay them any overtime. Instead, Starline paid them a flat salary that did not account for overtime hours. Ms. Hakhverdian routinely worked anywhere between 10-12 hours each day. Additionally, Ms. Hakhverdian and other non-exempt and misclassified employees would receive calls from the hotel employees late in the evenings, early in the mornings, and over the weekends with questions and customer complaints to resolve. To the extent that Starline classified Ms. Hakhverdian and other non-exempt employees as exempt from overtime, then it is alleged that Starline misclassified them as their duties do not meet any of the exemptions, including the outside salesperson exemption. Ms. Hakhverdian and other non-exempt employees were not engaged in outside sales.

2. Starline violated Labor Code § 226.7, 512 and the "Meal Period" section of the applicable IWC Wage Order by not providing Ms. Hakhverdian and other non-exempt employees the opportunity to take compliant and off-duty meal periods within



the first 5 hours of work for shifts in excess of 5 hours and by also not providing Ms. Hakhverdian and other non-exempt employees the opportunity to take a second compliant and off-duty meal periods within the first 10 hours of work for shifts in excess of 10 hours. Starline placed difficult and unreasonable daily hotel visit goals on Ms. Hakhverdian and other non-exempt employees such that it was very difficult to take a timely and compliant meal period. Additionally, Ms. Hakhverdian and other non-exempt employees would not be provided duty-free meal breaks such that they would receive work-related telephone calls and text messages. Starline did not pay the requisite meal period premium pay of an additional hour of wages.

3. Additionally, Starline violated Labor Code § 226.7 and the “Rest Period” section of the applicable IWC Wage Order by not authorizing or permitting Ms. Hakhverdian and other non-exempt employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Specifically, due to the high volume of hotels Ms. Hakhverdian and other non-exempt employees had to complete each day, as well as the time spent at each hotel, they routinely would not receive timely and/or compliant rest periods. Moreover, Starline failed to pay the requisite rest period premium pay of an additional hour of wages.

4. Starline violated Labor Code § 245 *et seq.*, known as the Healthy Workplaces, Healthy Families Act of 2014, as well as Los Angeles Municipal Code §187.01, *et seq.*, known as Los Angeles Paid Sick Leave. Starline’s office is within the geographic boundaries of the City of Los Angeles and Ms. Hakhverdian and other non-exempt employees performed all of their work within the City’s geographic boundaries. The City’s sick leave policy allows employees to take up to 48 hours of sick leave in each year of employment, calendar year, or 12-month period, with a **72-hour cap**. It is alleged that Starline failed to comply with the City’s requirements. Additionally, Labor Code § 246 requires an employer to set forth the amount of paid sick leave available for use on its employees’ itemized wage statements described in Labor Code § 226 or in a separate writing provided on the employee’s designated pay date. It is alleged that Starline failed to comply with this requirement.

5. Starline violated Labor Code sections 201-204, 210, 1194, 1194.2, 1198 and the “Minimum Wage” section of the applicable Wage Order by failing to pay all wages during employment and upon separation of employee to Ms. Hakhverdian and other non-exempt employees, including without limitation, by not paying employees for all hours worked, including overtime, by not paying employees on a timely basis, and by failing to pay premium pay for missed meal and rest periods as outlined above.

6. Starline violated Labor Code §§ 1174, 1174.5, 1198 and the “Records” section of the applicable Wage Order by failing to accurately record employee hours worked including, but not limited to, Starline’s failure to record the proper beginning and



end of each work period, the total hours worked during the pay period, the applicable rates of pay, and the wages paid.

7. Starline violated Labor Code § 2802 by failing to reasonably reimburse Ms. Hakhverdian and other non-exempt employees for necessary business expenditures including but not limited to mileage and certain items required to perform the functions of their jobs. Ms. Hakhverdian complained about Starline's failure to provide reasonable reimbursements, and her complaint was unanswered.

8. Starline violated Labor Code § 226(a) by issuing wage statements that did not include the number of hours worked, the applicable rates of pay, including the correct overtime rate as required under Labor Code section 226, did not include or reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, and did not include an accurate balance of Ms. Hakhverdian's and other non-exempt employees' available sick leave. As such, Starline violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Ms. Hakhverdian and other non-exempt employees.

Ms. Hakhverdian will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of themselves and other non-exempt employees.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Hakhverdian becomes aware of additional compensation owed to her or other losses incurred by her or by any other non-exempt employee of Starline and/or Kamrouz Farhadi, she reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Very truly yours,

Arin | James LLP

Arin Norijanian
James Demerjian

an/jd