

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): S. BRETT SUTTON 143107 SUTTON HAGUE LAW CORPORATION, P.C. 5200 N. PALM AVENUE SUITE 203 FRESNO, CALIFORNIA 93704 TELEPHONE NO.: (559) 325-0500 FAX NO.: (559) 981-1217 ATTORNEY FOR (Name): Danelle Edwards		FOR COURT USE ONLY E-FILED 8/10/2020 1:37 PM Superior Court of California County of Fresno By: J. Nelson, Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO STREET ADDRESS: 1130 O Street MAILING ADDRESS: CITY AND ZIP CODE: Fresno, California 93721 BRANCH NAME: B. F. Sisk Courthouse			
CASE NAME: Danelle Edwards v. Healthcomp, LLC			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 20CECG02338
		JUDGE: DEPT:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☒ Wrongful termination (36) ☐ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☒ Substantial amount of documentary evidence | f. ☒ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **25**
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 10, 2020
 S. Brett Sutton 143107

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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Superior Court of California
County of Fresno
By: J. Nelson, Deputy

Attorneys for Plaintiff
Danelle Edwards, individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

* * *

DANELLE EDWARDS, an individual,

Case No. [20CECG02338](#)

Plaintiff,

**PLAINTIFF'S COMPLAINT FOR
DAMAGES FOR:**

vs.

**CLASS ACTION PURSUANT TO
CAL. CODE OF CIV. PROC. § 382**

HEALTHCOMP, LLC., a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

- 1) Failure to Pay Overtime (Labor Code § 510)
- 2) Failure to Provide All Mandated Meal Periods or Pay Additional Wages in Lieu Thereof
- 3) Failure to Authorize and Permit All Mandated Rest Periods or Pay Additional Wages in Lieu Thereof
- 4) Failure to Issue Accurate Wage Statements (Labor Code § 226)
- 5) Failure to Timely Pay Wages Due and Owing Upon Termination (Labor Code § 203)
- 6) Unfair Competition (Bus. & Prof. Code § 17200)
- 7) Harassment in Violation of California Government Code § 12940(j);
- 8) Failure to Prevent Harassment in Violation of California Government Code § 12940(k);

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- 9) Discrimination in Violation of Government Code § 12940(a)
- 10) Retaliation in Violation of Labor Code § 6310
- 11) Retaliation in Violation of Labor Code § 1102.5
- 12) Retaliation in Violation of California Government Code § 12940(h);
- 13) Failure to Engage In The Interactive Process In Violation Of Government Code § 12940(n);
- 14) Failure to Provide A Reasonable Accommodation In Violation Of Government Code § 12940(m)
- 15) Wrongful Termination In Violation Of Public Policy;
- 16) Intentional Infliction of Emotional Distress

CLAIMS UNDER CAL. LABOR CODE SECTION 2968 ET SEQ.

- 17) Civil Penalties for Failure to Pay Overtime Wages
- 18) Civil Penalties for Failure to Provide Meal Periods
- 19) Civil Penalties for Failure to Provide Rest Periods
- 20) Civil Penalties For Failure To Issue Itemized Wage Statements
- 21) Civil Penalties For Failure To Pay Wages Due And Payable Twice Each Calendar Month
- 22) Civil Penalties For Failure To Pay Wages Due Upon Demand
- 23) Civil Penalties For Failure To Pay Wages Due Upon Termination
- 24) Civil Penalties for Failure to Maintain Adequate and Accurate Payroll Records
- 25) Civil Penalties for Failure to Provide Notice of Pay

JURY TRIAL DEMANDED

1 Plaintiff DANELLE EDWARDS (“PLAINTIFF”), on behalf of herself and all similarly
2 situated aggrieved employees, alleges against Defendants HEALTHCOMP, LLC and DOES 1
3 through 50 (hereinafter collectively “DEFENDANTS”), as follows:

4 **GENERAL ALLEGATIONS**

5 **A. THE PARTIES**

6 1. PLAINTIFF is an individual who, at all times relevant herein, was residing in
7 State of California, and was an employee of DEFENDANTS.

8 2. PLAINTIFF is informed and believes, and thereon alleges that Defendant
9 HEALTHCOMP, LLC is a California limited liability company and, is and/or was registered to
10 do business in California, with employees throughout California, including but not limited to
11 Fresno County.

12 3. PLAINTIFF is ignorant of the true names and/or capacities, whether individual,
13 partnership, limited partnership, corporate, or otherwise, of the Defendants sued herein as Does 1
14 through 50, inclusive, and each of them, and therefore sues such Defendants by such fictitious
15 names pursuant to Code of Civil Procedure section 474. PLAINTIFF is informed and believes,
16 and thereon alleges, that each of DEFENDANTS, including Does 1 through 50, inclusive, is and
17 was negligently, tortiously, comparatively, carelessly, recklessly, willfully, knowingly or
18 intentionally proximately the cause of or contributed to cause the damages hereinafter alleged, or
19 in some other manner is responsible in whole or in part for the damages which have been, are
20 being, and will be suffered by PLAINTIFF as alleged herein. When the true names and/or
21 capacities of the Doe Defendants are ascertained, PLAINTIFF will seek leave to amend this
22 Complaint to insert the same herein with appropriate charging allegations.

23 4. PLAINTIFF is informed and believes, and thereon alleges, that each of the
24 DEFENDANTS named herein, including each of the Doe Defendants, were acting at all relevant
25 times herein, as the agent, ostensible agent, joint venturer, joint employer, alter ego, integrated
26 enterprise, servant, employee, co-conspirator and/or associate of each of the other
27 DEFENDANTS, and were at all times acting within the course and scope of said agency,
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1 servitude, employment, joint venture, association, and/or conspiracy and with the permission and
2 consent of the other DEFENDANTS.

3 5. PLAINTIFF is informed and believes, and thereon alleges that, at all times
4 relevant to this Complaint, DEFENDANTS, including each of the Doe Defendants, were and/or
5 are the joint employers of PLAINTIFF, in that DEFENDANTS exercised sufficient control over
6 PLAINTIFF's wages, hours, and working conditions, and/or suffered or permitted PLAINTIFF
7 to work, and/or entered into a common law employment relationship with PLAINTIFF, so as to
8 be considered the joint employers of PLAINTIFF. As such, DEFENDANTS, and each of them,
9 are directly liable for the violations of law alleged herein.

10 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
11 and/or each of their managing agents and supervisors aided, abetted, condoned, permitted,
12 approved, authorized, and/or ratified the unlawful acts described herein.

13 7. PLAINTIFF is informed and believes, and thereon alleges that, at all times
14 relevant to this Complaint, the various acts and representations of DEFENDANTS, including
15 each of the Doe Defendants, and each agent or representative of DEFENDANTS, were the result
16 of, and in furtherance of, an agreement whereby the DEFENDANTS and each agent or
17 representative of the DEFENDANTS knowingly conspired to engage in the acts described
18 herein, including, but not limited to, DEFENDANTS' violation of the California Labor Code
19 and/or California Government Code and/or California Fair Employment and Housing Act.

20 8. PLAINTIFF brings Causes of Action ONE through SIX on behalf of herself and
21 all other similarly situated current and former employees of DEFENDANTS as a class action
22 pursuant to California Code of Civil Procedure section 382. PLAINTIFF seeks to represent a
23 class and/or subclasses composed of and defined as follows:

24 California Class

25 All current and former nonexempt employees of DEFENDANTS who performed work
26 for DEFENDANTS in California at any time within four (4) years preceding the filing of
27 this action.

1 Subclass 1 (“Overtime Class”)

2 All current and former nonexempt employees of DEFENDANT in California at
3 any time within four (4) years preceding the filing of this action, and who worked
4 more than eight hours in any workday, more than 40 hours in any workweek, or
5 seven workdays in any workweek.

6 Subclass 2 (“Meal Periods Class”)

7 All current and former non-exempt employees of DEFENDANT in California
8 who worked more than five (5) hours in a workday at any time within four (4)
9 years preceding the filing of this action.

10 Subclass 3 (“Rest Periods Class”)

11 All current and former non-exempt employees of DEFENDANT in California
12 who worked more than three and a half (3.5) hours in a workday at any time
13 within four (4) years preceding the filing of this action.

14 Subclass 4 (“Wage Statement Class”)

15 All current and former employees of DEFENDANTS who are members of
16 Subclass 1 and who received a wage statement from DEFENDANTS at any time
17 within one (1) year preceding the filing of this action.

18 Subclass 5 (“Waiting Time Class”)

19 All former employees of DEFENDANTS who are members of Subclass 1 and
20 who performed work in California at any time within three (3) years preceding the
21 filing of this action.

22 9. These individuals shall hereinafter be referred to collectively as the “Class
23 Members.”

24 10. PLAINTIFF reserves the right under California Rules of Court Rule 3.765(b) to
25 amend or modify the class description with greater specificity or further division into subclasses
26 or limitation to particular issues.

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1 **B. THE ACTION**

2 11. This action is brought, in part, to remedy the following:

- 3 (a) DEFENDANTS' failure to pay PLAINTIFF and the Class Members
4 overtime and/or double time wages, as required by California Labor Code
5 section 510 and any applicable Wage Order due to, among other things,
6 DEFENDANTS' failure to pay for all hours worked as alleged herein, as
7 well as DEFENDANTS' omission of nondiscretionary bonuses and other
8 forms of compensation from the calculation of their employees' regular
9 rate of pay;
- 10 (b) DEFENDANTS' failure to provide PLAINTIFF with a reasonable
11 opportunity to take a first net thirty-minute, duty-free meal period for each
12 workday during which such employees worked more than five (5) hours,
13 as mandated by California law, or to pay such employees one (1) hour of
14 additional wages at the employees' regular rate of compensation for each
15 workday for which the duty-free meal period was and/or is not provided,
16 as required by California Labor Code sections 226.7 and 512 and any
17 applicable Wage Order;
- 18 (c) DEFENDANTS' failure to provide PLAINTIFF with a reasonable
19 opportunity to take a second net thirty-minute, duty-free meal period for
20 each workday during which such employees worked more than ten (10)
21 hours, as mandated by California law, or to pay such employees one (1)
22 hour of additional wages at the employees' regular rate of compensation
23 for each workday for which the duty-free meal period was and/or is not
24 provided, as required by California Labor Code sections 226.7 and 512
25 and any applicable Wage Order;
- 26 (d) DEFENDANTS' failure to provide PLAINTIFF with a reasonable
27 opportunity to take a paid net ten-minute, duty-free rest period per four
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1 hours worked or major fraction thereof, as mandated by California law, or
2 to pay such employees one (1) hour of additional wages at the employees'
3 regular rate of compensation for each workday for which the duty-free rest
4 period was and/or is not provided, as required by any applicable Wage
5 Order;

6 (e) DEFENDANTS' failure to issue accurate, itemized wage statements to
7 PLAINTIFF and the Class Members in accordance with California law;

8 (f) DEFENDANTS' failure to pay all wages due and owing at the time of
9 termination; and

10 (g) DEFENDANT'S engagement in unfair business practices against
11 PLAINTIFF and the class members.

12 **C. VENUE**

13 12. Venue is proper in this county because, among other reasons, PLAINTIFF is
14 informed and believes, and thereon alleges, that Defendant does business in Fresno County and
15 has physical locations in Fresno County. Moreover, certain of the violations of the California
16 Labor Code alleged herein were committed in Fresno County.

17 13. PLAINTIFF is informed and believes, and thereon alleges, that during the three-
18 year period preceding the filing of this class action, no other class action has been filed asserting
19 the same or similar factual allegations against DEFENDANTS on behalf of the same or similar
20 Class Members.

21 **D. CLASS ACTION ALLEGATIONS**

22 14. Causes of action ONE through SIX have been brought and properly may be
23 maintained as a class and/or collective action under the provisions of California Code of Civil
24 Procedures section 382 because: a) there is a well-defined community of interest in the litigation;
25 and b) the proposed class is easily ascertainable.

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27 ///

1 **Numerosity**

2 15. The potential members of the California Class as defined are so numerous that
3 joinder of all members of the class is impracticable. PLAINTIFF is informed and believes and
4 thereon alleges that at all times mentioned herein PLAINTIFF and the Class Members are or
5 have been affected by DEFENDANTS' unlawful practices as alleged herein.

6 16. Accounting for employee turnover during the relevant period covered by this
7 action necessarily and substantially increases the number of employees covered by this action.
8 PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS' employment
9 records would provide information as to the actual number and location of all Class Members.
10 Joinder of all members of the proposed class is not practicable.

11 **Commonality**

12 17. There are questions of law and fact common to the class predominating over any
13 questions affecting only individual Class Members. These common questions of law and fact
14 include, without limitation:

15 a. Whether DEFENDANTS violated California Labor Code section 510
16 and/or any applicable Wage Order by failing to pay PLAINTIFF and the Class
17 Members the overtime and double-time wages to which they are entitled for hours
18 worked in excess of eight (8) hours in one workday, forty (40) hours in one
19 workweek, and/or for hours worked on the seventh workday of a workweek.

20 b. Whether DEFENDANTS violated California Labor Code sections 226.7
21 and 512 and/or any applicable Wage Order by failing to provide PLAINTIFF with
22 a first thirty-minute, duty-free meal period for each workday during which such
23 employees worked more than five (5) hours, or by failing to pay such employees
24 one (1) hour of additional wages at the employees' regular rate of compensation;

25 c. Whether DEFENDANTS violated California Labor Code sections 226.7
26 and 512 and/or any applicable Wage Order by failing to provide PLAINTIFF with
27 a second thirty-minute, duty-free meal period for each workday during which
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1 such employees worked more than ten (10) hours, or by failing to pay such
2 employees one (1) hour of additional wages at the employees' regular rate of
3 compensation;

4 d. Whether DEFENDANTS violated California Labor Code section 226.7
5 and/or any applicable Wage Order by failing to provide PLAINTIFF with one (1)
6 ten-minute, duty-free rest period for each workday during which such employees
7 worked more than three and one-half (3.5) hours, and for every four (4) hours or
8 major fraction thereof;

9 e. Whether DEFENDANTS violated California Labor Code section 226 by
10 failing to issue accurate, itemized wage statements to PLAINTIFFS and the Class
11 Members;

12 f. Whether DEFENDANTS violated California Labor Code section 203 by
13 failing to pay PLAINTIFF and the Class Members all wages due and owing at the
14 time of termination; and

15 g. Whether DEFENDANTS violated California Business and Professions
16 Code section 17200 et seq. and engaged in unlawful, unfair, and deceptive
17 business practices by violating California Labor Code sections 226, 226.7, 512,
18 and/or any applicable Wage Order and/or failing to: (1) pay minimum, regular,
19 overtime, and/or double-time wages to the Class Members; (2) issue mandated,
20 accurate, itemized wage statements; and (3) timely pay all wages due and owing
21 at the time of termination of employment;

22 h. Whether PLAINTIFF and the Class Members are entitled to equitable
23 relief pursuant to California Business and Professions Code section 17200 et seq.

24 **Typicality**

25 18. PLAINTIFF's claims are typical of the class claims. PLAINTIFF and all Class
26 Members sustained injuries and damages arising out of, and caused by, DEFENDANTS'

1 common course of conduct in violation of the statutes, regulations, and rules of California as
2 alleged herein.

3 **Adequacy of Representation**

4 19. PLAINTIFF will fairly and adequately represent and protect the interests of the
5 Class and/or Collective Members. Counsel who represents PLAINTIFF are competent and
6 experienced in litigating wage and hour class actions and cases under California Business and
7 Professions Code section 17200 et seq.

8 **Superiority of Class Action**

9 20. A class action is superior to other available means for the fair and efficient
10 adjudication of this controversy. Individual joinder of all Class Members is not practicable and
11 questions of law and fact common to the class predominate over any questions affecting only
12 individual Class Members. All Class Members have been damaged and are entitled to recovery
13 as a result of DEFENDANTS' unlawful policies and practices alleged in this Complaint.

14 21. Class action treatment will allow those similarly situated persons to litigate their
15 claims in the manner that is most efficient and economical for the parties and the judicial system.
16 PLAINTIFF is unaware of any difficulties likely to be encountered in the management of this
17 action that would preclude its maintenance as a class action.

18 **BACKGROUND ALLEGATIONS**

19 22. PLAINTIFF was an experienced Administrative Consultant, working for
20 DEFENDANT for almost a year. She was often a top performer and highest collector in her
21 department.

22 23. In or around April 2019, PLAINTIFF stepped in a hole in the floor at her
23 workplace. PLAINTIFF had reported this unsafe condition multiple times to her supervisors, yet
24 adequate action was not taken to address it. PLAINTIFF's heel got caught in the hole and she
25 fell, twisting her ankle and hurting her hip. Shortly thereafter, PLAINTIFF filed a claim for
26 workers's compensation benefits.

1 24. DEFENDANT knew of the workplace hazard, and yet failed to provide a safe
2 working environment for their employees.

3 25. While attempting to get treatment for her ankle and hip, PLAINTIFF learned she
4 was pregnant.

5 26. Subsequently, on or about May 20, 2019, PLAINTIFF'S supervisor
6 inappropriately gave PLAINTIFF an unfairly negative performance evaluation in a non-private
7 area where multiple coworkers and other employees could see and hear them. This event was
8 demeaning and belittling, and part of a pattern of racially discriminatory conduct against
9 PLAINTIFF in her workplace. For example, while working for DEFENDANT, PLAINTIFF
10 experienced constant discrimination and harassment in her workplace, and considered it to be a
11 very hostile environment. PLAINTIFF was the only African American woman in her
12 department. Her coworkers would have potlucks and company events and regularly excluded
13 her, making her feel "othered" and "less than" at work. PLAINTIFF was also regularly
14 disciplined for inane and inconsequential reasons, such as for "typing too loud" on her computer
15 keyboard, while other coworkers were regularly making noise in the same work area by listening
16 to music or having loud personal conversations.

17 27. PLAINTIFF was shocked and upset by her public performance review. She went
18 to Human Resources and reported the incident. PLAINTIFF was visibly shaken by the incident,
19 so Human Resources said PLAINTIFF could go home for the day. The same day, due to the
20 stress of the event, PLAINTIFF had to visit the Emergency Room where she suffered a
21 miscarriage.

22 28. As a result of complications with the miscarriage, PLAINTIFF was unable to
23 return to work immediately. She provided doctor's notes supporting her disability and need for
24 temporary leave on the basis of her disability.

25 29. On or around July 25, 2019, DEFENDANT purportedly sent PLAINTIFF a letter
26 via U.S. Mail requesting further medical certification supporting her request for leave. The letter
27 stated that if PLAINTIFF did not provide the requested information by August 2, 2019, she
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1 would be deemed to have voluntarily resigned. At this time, PLAINTIFF had been evicted from
2 her home due to her lack of income and inability to pay rent, so she did not receive the letter.
3 Furthermore, the mail was returned to DEFENDANT as undeliverable, so DEFENDANT knew
4 PLAINTIFF had not received it. Moreover, PLAINTIFF had been responsive to email
5 communications up until at least late June 2019; however, DEFENDANT did not attempt to
6 provide the information in the July 25 letter to PLAINTIFF via email. Despite the fact that
7 DEFENDANT knew PLAINTIFF had not received its July 25 letter, and knew how to contact
8 PLAINTIFF, it terminated PLAINTIFF's employment on the basis that PLAINTIFF did not
9 comply with the August 2 deadline in the July 25 letter.

10 30. DEFENDANT did not make a good-faith effort to contact PLAINTIFF, nor to
11 engage in the interactive process. Rather, DEFENDANT terminated PLAINTIFF in violation of
12 the California Fair Employment and Housing Act, leaving her homeless and jobless.

13 31. Based on PLAINTIFF's medical condition and/or disability, and her legitimate
14 and good-faith complaints of unsafe work conditions at HEALTHCOMP, LLC, DEFENDANT
15 took adverse action against PLAINTIFF by terminating her employment on or around August 9,
16 2019.

17 32. PLAINTIFF timely filed a charge of harassment, discrimination, and retaliation
18 against DEFENDANT alleging violations of the California Fair Employment and Housing Act
19 with the Department of Fair Employment and Housing ("DFEH").

20 33. PLAINTIFF received a Right-to-Sue Notice from the DFEH dated December 26,
21 2019.

22 34. PLAINTIFF has complied with all prerequisites to jurisdiction of this Court under
23 California Government Code section 12900 *et seq.*, has filed this Complaint within the
24 appropriate timeframe set forth in PLAINTIFF's Right-to-Sue Notice, and, therefore, has
25 exhausted her administrative remedies.

26 35. PLAINTIFF is informed and believes, and thereon alleges, that at all times
27 mentioned herein, DEFENDANTS had and have statutory obligations to pay PLAINTIFF and all
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1 Class Members at a rate of no less than minimum wage for all hours worked, and a rate of one-
2 and-a-half times the regular rate of pay for all hours worked in excess of eight (8) in a workday,
3 forty(40) in a workweek, and/or for the first eight (8) hours on the seventh day of work in any
4 one workweek. PLAINTIFF further alleges that DEFENDANTS had and have statutory
5 obligations to pay PLAINTIFF and all other similarly situated Class Members at the rate of twice
6 the regular rate of pay for all hours worked in excess of twelve (12) hours in a workday and for
7 any work in excess of eight (8) hours on the seventh day of a workweek.

8 36. PLAINTIFF is further informed and believes, and thereon alleges, that at all times
9 mentioned herein, DEFENDANTS had statutory obligations to provide PLAINTIFF a net thirty-
10 minute, duty-free meal period during any workday during which PLAINTIFF worked for more
11 than five hours, and a second meal period during any workday during which PLAINTIFF
12 worked more than ten hours and/or pay such employees additional wages.

13 37. PLAINTIFF is further informed and believes, and thereon alleges, that at all times
14 mentioned herein, DEFENDANTS had statutory obligations to permit PLAINTIFF to take a paid
15 net ten-minute, duty-free rest period per four hours worked or major fraction thereof and/or pay
16 PLAINTIFF additional wages.

17 38. PLAINTIFF is further informed and believes, and thereon alleges, that at all times
18 mentioned herein, DEFENDANTS had statutory obligations to issue to PLAINTIFF and all other
19 similarly situated Class Members wage statements compliant with Labor Code section 226.

20 39. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
21 improperly, and in violation of California law, failed to provide a net thirty-minute, duty-free
22 meal period to PLAINTIFF when she worked for more than five hours in a workday, failed to
23 provide a second net thirty-minute, duty-free meal period when PLAINTIFF worked more than
24 ten hours in a workday, and/or failed to pay PLAINTIFF one (1) hour of additional wages at the
25 regular rate of compensation for each workday for which a meal period was not provided by,
26 among other things, establishing and carrying out policies through its managing agents and
27 supervisors that violated California Labor Code sections 226.7 and 512 and Industrial Welfare
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Commission Wage Order 5 and/or any other applicable Wage Order that requires DEFENDANTS to provide meal periods to PLAINTIFF.

40. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS improperly, and in violation of California law, failed to authorize and permit a paid net ten-minute, duty-free rest period for PLAINTIFF per four hours worked or major fraction thereof and/or failed to pay PLAINTIFF one (1) hour of additional wages at the regular rate of compensation for each workday for which a rest break was not provided by, among other things, establishing and carrying out policies through its managing agents and supervisors that violated California Labor Code section 226.7 and Industrial Wage Commission Wage Order 5 and/or any other applicable Wage Order that requires DEFENDANTS to provide rest breaks to PLAINTIFF.

41. PLAINTIFF is informed and believes, and thereon alleges, that PLAINTIFF and the Class Members did not secret or absent themselves from DEFENDANTS nor did they refuse to accept the earned but unpaid wages from DEFENDANTS.

42. As a result of the actions of DEFENDANT, PLAINTIFF and other similarly situated Class Members suffered damages, including lost pay, wages, and interest.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 510

(OVERTIME PAY)

(PLAINTIFF, Individually and on Behalf of the Class Members, Against DEFENDANTS and DOES 1 through 50)

43. The allegations of each of the foregoing paragraphs are re-alleged and incorporated herein by this reference.

44. California Labor Code section 510, subsection (a), provides as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of

1 pay for an employee. Any work in excess of 12 hours in one day
2 shall be compensated at the rate of no less than twice the regular
3 rate of pay for an employee. In addition, any work in excess of
4 eight hours on any seventh day of a workweek shall be
5 compensated at the rate of no less than twice the regular rate of pay
6 of an employee. Nothing in this section requires an employer to
7 combine more than one rate of overtime compensation in order to
8 calculate the amount to be paid to an employee for any hour of
9 overtime work.

10 45. PLAINTIFF is informed and believes, and thereon alleges, that PLAINTIFF and
11 the Class Members systematically worked for periods of more than eight hours in a workday,
12 forty hours in a workweek, and/or worked on the seventh day of a workweek without being
13 compensated at the rate of one-and-a-half times their regular rate of pay, or alternatively for
14 periods of more than twelve hours in a workday and/or more than eight hours on the seventh day
15 of a workweek without being compensated at the rate of twice their regular rate of pay, due to
16 DEFENDANTS failure to, among other things, correctly include nondiscretionary bonus pay
17 and/or other forms of non-hourly compensation in the calculation of their employees' regular
18 rate of pay.

19 46. Accordingly, DEFENDANTS violated California Labor Code section 510 by
20 failing to pay PLAINTIFF and the Class Members at the appropriate rate of pay on the basis of
21 the number of hours worked each workweek, and/or on the basis of work performed on the
22 seventh day of a workweek. By its failure to properly compensate PLAINTIFF and the Class
23 Members at the correct rate of pay, DEFENDANTS are liable for the difference between wages
24 paid to PLAINTIFF and the Class Members and the wages actually owed had DEFENDANTS
25 compensated such employees based on their correct regular rate of pay.

26 47. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF and the Class
27 Members have been deprived of additional wages in amounts to be proven at trial and are
28 entitled to recover such amounts, plus interest and penalties thereon, attorneys' fees, and costs of
29 suit in addition to any other relief requested below.

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1 **SECOND CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

3 **(MEAL PERIODS)**

4 **(PLAINTIFF, Individually and on Behalf of the Class Members, Against DEFENDANTS**
5 **and DOES 1 through 50)**

6 48. The allegations of each of the foregoing paragraphs are re-alleged and
7 incorporated herein by this reference.

8 49. California Labor Code section 512, subsection (a), provides as follows:

9 An employer may not employ an employee for a work period of
10 more than five hours per day without providing the employee with
11 a meal period of not less than 30 minutes, except that if the total
12 work period per day of the employee is no more than six hours, the
13 meal period may be waived by mutual consent of both the
14 employer and employee. An employer may not employ an
15 employee for a work period of more than 10 hours per day without
16 providing the employee with a second meal period of not less than
17 30 minutes, except that if the total hours worked is no more than
18 12 hours, the second meal period may be waived by mutual
19 consent of the employer and the employee only if the first meal
20 period was not waived.

21 50. Similarly, section 10 of Industrial Welfare Commission Wage Order 4 provides as
22 follows:

23 A. No employer shall employ any person for a work period of
24 more than five (5) hours without a meal period of not less than 30
25 minutes, except that when a work period of not more than six (6)
26 hours will complete the day's work the meal period may be waived
27 by mutual consent of the employer and the employee.

28 B. An employer may not employ an employee for a work
period of more than ten (10) hours per day without providing the
employee with a second meal period of not less than 30 minutes,
except that if the total hours worked is no more than 12 hours, the
second meal period may be waived by mutual consent of the
employer and the employee only if the first meal period was not
waived.

51. California Labor Code section 226.7 provides, in pertinent part, as follows:

1 a. No employer shall require any employee to work during
2 any meal or rest period mandated by an applicable order of the
Industrial Welfare Commission.

3 b. If an employer fails to provide an employee a meal period
4 or rest period in accordance with an applicable order of the
Industrial Welfare Commission, the employer shall pay the
5 employee one additional hour of pay at the employee's regular rate
6 of compensation for each work day that the meal or rest period is
not provided.

7 52. PLAINTIFF is informed and believes, and thereon alleges, that PLAINTIFF
8 systematically worked periods of more than five hours in a workday without being provided a
9 mandatory thirty-minute, duty-free meal period and worked periods of more than ten hours in a
10 workday without being provided a mandatory second thirty-minute, duty-free meal period while
11 in the employ of DEFENDANTS. PLAINTIFF is further informed and believes, and thereon
12 alleges, that DEFENDANTS did not pay PLAINTIFF an additional hour of wages at the regular
13 rate of compensation for each workday on which a meal period was not provided.

14 53. Accordingly, DEFENDANTS violated California Labor Code sections 226.7 and
15 512 by failing to provide the meal periods mandated by California Labor Code sections 226.7
16 and Section 10 of IWC Wage Order 4 and/or any other applicable Wage Order. DEFENDANTS
17 are liable for one hour of additional wages at the employee's regular rate of compensation for
18 each workday for which a meal period was not lawfully provided, or for the difference between
19 the additional wages paid to the employee and the correct amount owed based on the employee's
20 regular rate of pay.

21 54. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been
22 deprived of additional wages in amounts to be proven at trial and is entitled to recover such
23 amounts, plus interest and penalties thereon, attorneys' fees, and costs of suit in addition to any
24 other relief requested below.

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THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226.7 AND WAGE ORDER NO. 4

(REST PERIODS)

**(PLAINTIFF, Individually and on Behalf of the Class Members, Against DEFENDANTS
and DOES 1 through 50)**

55. The allegations of each of the foregoing paragraphs are re-alleged and incorporated herein by this reference.

56. Section 12 of Industrial Welfare Commission Wage Order 4 provides, in pertinent part, as follows:

A. Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof....Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

B. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

57. California Labor Code section 226.7 provides, in pertinent part, as follows:

a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

58. PLAINTIFF is informed and believes, and thereon alleges, that PLAINTIFF systematically worked periods of more than three and one-half (3.5) hours in a workday without

1 being provided a mandated paid ten-minute, duty-free compensated rest period while in the
2 employ of DEFENDANTS for every four hours worked or major fraction thereof. PLAINTIFF is
3 informed and believes, and thereon alleges, that at all times mentioned herein, DEFENDANTS
4 maintained company policies and/or practices that did not permit their employees to take a
5 compensated rest period during any given workday including workdays during which their
6 employees worked more than three and one-half (3.5) hours. PLAINTIFF is further informed and
7 believes, and thereon alleges, that DEFENDANTS never paid PLAINTIFF an additional hour of
8 wages at the regular rate of compensation for each workday on which a rest period was not
9 provided as stated above.

10 59. Accordingly, DEFENDANTS violated California Labor Code section 226 and
11 section 12 of Industrial Welfare Commission Wage Order 4 and/or any other applicable Wage
12 Order to their nonexempt employees who worked more than three and one-half (3.5) hours in a
13 workday. DEFENDANTS are liable for one hour of additional wages at the employee's regular
14 rate of compensation for each workday for which a rest period was not lawfully provided.

15 60. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been
16 deprived of additional wages in amounts to be proven at trial and is entitled to recover such
17 amounts, plus interest and penalties thereon, attorneys' fees, and costs of suit, in addition to any
18 other relief requested below.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO FURNISH ITEMIZED STATEMENTS OF WAGES**

21 **(PLAINTIFF, Individually and on Behalf of the Class Members, Against DEFENDANTS**
22 **and DOES 1 through 50)**

23 61. All allegations of the foregoing paragraphs are re-alleged and incorporated herein
24 by this reference.

25 62. DEFENDANTS are required to maintain accurate records of, among other things,
26 gross wages, total hours worked, all deductions, net wages earned, and all applicable hourly rates

1 and the corresponding number of hours worked at each hourly rate for each pay period for
2 PLAINTIFF and each of the Class Members.

3 63. DEFENDANTS were required to furnish such records to PLAINTIFF and Class
4 Members semi-monthly or at the time of payment of wages and to properly itemize the paycheck
5 as required by the California Labor Code, Industrial Welfare Commission Order, and the
6 California Code of Regulations, including, but not limited to, California Labor Code section 226.

7 64. PLAINTIFF is informed and believes, and on that basis alleges, that
8 DEFENDANTS failed to accurately maintain and furnish records of the wages earned by
9 PLAINTIFF and Class Members. Plaintiff is informed and believes that, as a result of the
10 aforementioned practices alleged throughout this complaint, DEFENDANTS failed to provide
11 and possibly maintain accurate records of total hours worked, net wages and gross wages earned,
12 address of the employer, deductions, and all applicable hourly rates and the corresponding
13 number of hours worked at each hourly rate for each pay period for PLAINTIFF and each of the
14 Class Members.

15 65. As a direct and proximate result of DEFENDANTS' failure to issue accurate,
16 itemized wages statements to PLAINTIFF and Class Members, PLAINTIFF and Class Members
17 suffered damage.

18 66. PLAINTIFF and Class Members are, therefore, entitled to penalties pursuant to
19 Labor Code section 226 along with interest on those penalties and attorneys' fees, as required by
20 Labor Code section 226, in addition to the relief requested below.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO TIMELY PAY WAGES DUE AT TERMINATION IN VIOLATION OF**

23 **LABOR CODE §§ 201, 202, & 203**

24 **(PLAINTIFF, Individually and on Behalf of the Class Members, Against DEFENDANTS**

25 **and DOES 1 through 50)**

26 67. The allegations of each of the foregoing paragraphs are re-alleged and
27 incorporated herein by this reference.

1 68. California Labor Code § 201 provides, in pertinent part:

2 “If an employer discharges an employee, the wages earned and unpaid at the time
3 of discharge are due and payable immediately . . .”

4 69. California Labor Code § 202 provides, in pertinent part:

5 If an employee not having a written contract for a definite period quits his or her
6 employment, his or her wages shall become due and payable not later than 72
7 hours thereafter, unless the employee has given 72 hours previous notice of his or
8 her intention to quit, in which case the employee is entitled to his or her wages at
9 the time of quitting. Notwithstanding any other provision of law, an employee
10 who quits without providing a 72-hour notice shall be entitled to receive payment
11 by mail if he or she so requests and designates a mailing address. The date of the
12 mailing shall constitute the date of payment for purposes of the requirement to
13 provide payment within 72 hours of the notice of quitting.

14 70. California Labor Code § 203 provides, in pertinent part:

15 If an employer willfully fails to pay, without abatement or reduction, in
16 accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5,
17 any wages of an employee who is discharged or who quits, the wages of the
18 employee shall continue as a penalty from the due date thereof at the same rate
19 until paid or until an action therefor is commenced; but the wages shall not
20 continue for more than 30 days. An employee who secretes or absents themselves
21 to avoid payment to them, or who refuses to receive the payment when fully
22 tendered to them, including any penalty then accrued under this section, is not
23 entitled to any benefit under this section for the time during which the employee
24 so avoids payment.

25 Suit may be filed for these penalties at any time before the expiration of the
26 statute of limitations on an action for the wages from which the penalties arise.

27 71. PLAINTIFF’s employment with DEFENDANTS was terminated on or about
28 December 4, 2019. Despite said termination of employment, she did not receive compensation
29 for wages owed pursuant to California Labor Code sections 201, 202, and 203.

30 72. PLAINTIFF is informed and believes, and thereon alleges, that this failure by
31 DEFENDANTS to pay was willful and intentional.

32 73. PLAINTIFF is informed and believes, and on that basis alleges, that Class
33 Members were terminated or have voluntarily left DEFENDANTS’ employ, and PLAINTIFF is
34 informed and believes, and on that basis alleges, that they have not received compensation for all

1 their wages owed in accordance with the provisions of California Labor Code sections 201, 202,
2 and 203, including, but not limited to, minimum, regular, overtime, and/or double time wages,
3 premium pay for meal periods not provided, and/or reimbursable expenses. PLAINTIFF is
4 informed and believes, and on that basis alleges, that this failure by DEFENDANTS to pay was
5 willful and intentional.

6 74. In addition, PLAINTIFF is informed and believes, and on that basis alleges, that
7 since PLAINTIFF's and Class Members' terminations from employment with DEFENDANTS,
8 DEFENDANTS have continually failed to pay the compensation that is due and owing, thereby
9 entitling them to waiting time penalties for the unpaid wages owed pursuant to California Labor
10 Code sections 201, 202, and 203.

11 75. PLAINTIFF is informed and believes, and thereon alleges, that PLAINTIFF and
12 Class Members did not secret or absent themselves from DEFENDANTS nor did they refuse to
13 accept the earned and unpaid wages from DEFENDANTS. Accordingly, DEFENDANTS are
14 liable for waiting time penalties for the unpaid wages pursuant to California Labor Code sections
15 201, 202, and 203.

16 76. In addition, PLAINTIFF and the Class Members have incurred, and will continue
17 to incur, legal expenses, including attorneys' fees and costs. PLAINTIFF is presently unaware of
18 the precise amount of these fees and expenses and pray for leave of this Court to amend the
19 Complaint when the amounts are fully known. PLAINTIFF and Class Members are entitled to
20 recover attorneys' fees, expenses, and costs according to proof.

21 **SIXTH CAUSE OF ACTION**

22 **VIOLATION OF UNFAIR COMPETITION LAW**

23 **(BUSINESS AND PROFESSIONS CODE §17200, ET SEQ.)**

24 **(PLAINTIFF, Individually and on Behalf of the Class Members, Against DEFENDANTS**
25 **and DOES 1 through 50)**

26 77. All allegations of the foregoing paragraphs are re-alleged and incorporated herein
27 by this reference.

1 78. DEFENDANTS have engaged and continue to engage in unfair business practices
2 in California by practicing, employing, and utilizing the employment policy of failing to pay
3 PLAINTIFF and Class Members employment compensation as required by the California law
4 cited herein above and by violating applicable provisions of the California Labor Code,
5 including, but not limited to, California Labor Code sections 226, 226.7, 512, and/or any
6 applicable Wage Order, and certain provisions of Title 8 of the California Code of Regulations,
7 as alleged herein. DEFENDANTS' utilization of such illegal and unfair business practices
8 constitutes unfair competition and provides DEFENDANTS with an unfair advantage over
9 DEFENDANTS' competitors.

10 79. PLAINTIFF seeks on her own behalf, on behalf of those similarly situated, and on
11 behalf of the general public full restitution and disgorgement of all employment compensation
12 wrongfully withheld, as necessary and according to proof, to restore any and all monies
13 withheld, acquired, and/or converted by the DEFENDANTS by means of the unfair and unlawful
14 practices complained of herein. The restitution and disgorgement requested includes all wages
15 earned and unpaid, including interest thereon. The acts complained of herein occurred, at least in
16 part, within the last four (4) years preceding the filing of the Complaint in this action and
17 continue to the present.

18 80. PLAINTIFF is informed and believes, and on that basis alleges, that at all times
19 herein mentioned DEFENDANTS have engaged in unlawful and unfair business practices as
20 proscribed by California Business and Professions Code 17200 *et seq.* by depriving PLAINTIFF
21 and Class Members of the minimum working conditions and standards due to them under the
22 California Labor Code, Industrial Welfare Commission Wage Orders, and Title 8 of the
23 California Code of Regulations, as identified herein.

24 81. California Business and Professions Code 17200 *et seq.* prohibits acts of unfair
25 competition, which mean and include any unlawful, unfair, or fraudulent business act or practice.
26 Under California law, wages unlawfully withheld from an employee constitutes an unfair
27 business act, entitling PLAINTIFF and Class Members to a restitution remedy authorized by

1 California Business and Professions Code section 17203. PLAINTIFF and Class Members and
2 the general public are, therefore, entitled to the relief requested below.

3 82. In addition, PLAINTIFF has incurred, on behalf of herself, and on behalf of the
4 Class Members, and will continue to incur, legal expenses and attorneys' fees. PLAINTIFF, on
5 behalf of herself, and on behalf of the Class Members, is presently unaware of the precise
6 amount of these fees and expenses and prays for leave of this Court to amend the Complaint
7 when the amounts are fully known. Pursuant to California Labor Code sections 1194 and
8 California Code of Civil Procedure section 1021.5, PLAINTIFF and Class Members are entitled
9 to recover attorneys' fees, expenses, and costs according to proof.

10 **SEVENTH CAUSE OF ACTION**

11 **HARASSMENT IN VIOLATION OF CALIFORNIA GOV'T CODE § 12940(j)**

12 **(PLAINTIFF Against DEFENDANTS and DOES 1 through 50)**

13 83. All allegations of the foregoing paragraphs are re-alleged and incorporated herein
14 by this reference.

15 84. California Government Code § 12940 provides in pertinent part as follows:

16 It shall be an unlawful employment practice... (j)(1) for any employer...or any
17 other person, because of...race...to harass an employee, an applicant, or a person
18 providing service pursuant to a contract.

19 85. PLAINTIFF was, at all times, an "employee" as defined by California
20 Government Code § 12940 *et seq.*, and was therefore a member of the group sought to be
21 protected by FEHA.

22 86. DEFENDANT was, at all times, an "employer" as defined by California
23 Government Code § 12940 *et seq.*, and was therefore subject to the provisions of FEHA.

24 87. Throughout PLAINTIFF's employment with DEFENDANTS, she was subjected
25 to a pervasive pattern of severe harassment on the basis of PLAINTIFF's race, as detailed above.

26 88. Much of the aforesaid unlawful and harassing behavior, conduct, and comments
27 were carried out by PLAINTIFF's supervisor(s), for whose actions in violation of FEHA
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1 DEFENDANTS are liable. This conduct includes but is not limited to unequal treatment,
2 discipline, work conditions, and performance reviews by PLAINTIFF's supervisors, while the
3 same supervisors gave preferential treatment to PLAINTIFF's non-African American peers.

4 89. Throughout PLAINTIFF's employment with DEFENDANTS, the aforesaid
5 behavior, conduct, and comments toward PLAINTIFF created a work environment that was
6 hostile, intimidating, oppressive, and offensive to PLAINTIFF and which deprived PLAINTIFF
7 of the benefit of a harassment-free work environment, all in violation of California Government
8 Code § 12940 *et seq.*

9 90. During PLAINTIFF's employment with DEFENDANT, PLAINTIFF reported the
10 aforesaid behavior, conduct, and comments to various management officials, which PLAINTIFF
11 alleges on information and belief, went wholly unheeded. Based on PLAINTIFF's complaints,
12 DEFENDANT, including its supervisors, managers, and agents, knew or should have known of
13 the unlawful and harassing conduct and failed to take immediate and appropriate corrective
14 action.

15 91. As a direct and proximate result of DEFENDANTS' unlawful sexual harassment,
16 and DEFENDANTS' failure to address it, PLAINTIFF suffered interference with her
17 employment responsibilities, the indignity of harassment, the invasion of her right to be free
18 from harassment, the invasion of her emotional tranquility, loss of self-esteem and grave
19 humiliation, which are, or have been manifested as emotional distress and mental suffering and
20 physical manifestations of her emotional distress.

21 92. As a further direct and proximate result of DEFENDANTS' unlawful sexual
22 harassment, and DEFENDANTS' failure to address it, PLAINTIFF has suffered mental anguish,
23 outrage, and severe anxiety about her future due to the potential harm to her earning capacity, her
24 painful embarrassment among friends, family and colleagues, and the disruption to her personal
25 life.

26 93. In doing the things herein alleged, DEFENDANTS acted oppressively,
27 maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF's rights, as
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1 DEFENDANTS knew that: 1) PLAINTIFF has a right to be free from unwanted sexual advances
2 and derogatory sexual remarks in the workplace; 2) DEFENDANTS recklessly failed to
3 anticipate that the foregoing conduct would cause emotional distress in PLAINTIFF; 3)
4 DEFENDANTS' failure to protect such right resulted in severe emotional distress in
5 PLAINTIFF, thereby intentionally or recklessly subjecting PLAINTIFF to said emotional
6 distress; 4) by intentionally or recklessly subjecting PLAINTIFF to said emotional distress,
7 DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and unjust.
8 Consequently, PLAINTIFF is entitled to recover exemplary and punitive damages from
9 DEFENDANTS in an amount according to proof.

10 94. California Code of Civil Procedure § 1021 provides that attorneys' fees are
11 recoverable in an action for which they are specifically provided by statute. California
12 Government Code § 12965(b) provides that reasonable attorneys' fees and costs are recoverable
13 herein by the prevailing party, within the discretion of the court. PLAINTIFF has retained
14 attorneys for the prosecution of this action. As a result, PLAINTIFF is entitled to reasonable
15 attorneys' fees and costs incurred herein.

16 **EIGHTH CAUSE OF ACTION**

17 **FAILURE TO PREVENT HARASSMENT IN VIOLATION OF CALIFORNIA**

18 **GOVERNMENT CODE § 12940(k)**

19 **(PLAINTIFF Against DEFENDANTS and DOES 1 through 50)**

20 95. All allegations of the foregoing paragraphs are re-alleged and incorporated herein
21 by this reference.

22 96. California Government Code § 12940(k) provides in pertinent part as follows:

23 It shall be an unlawful employment practice... (a) For an employer, labor
24 organization, employment agency, apprenticeship training program, or any
25 training program leading to employment, to fail to take all reasonable steps
necessary to prevent discrimination and harassment from occurring.

1 97. PLAINTIFF was, at all times, an “employee” as defined by California
2 Government Code § 12940 *et seq.*, and was therefore a member of the group sought to be
3 protected by FEHA.

4 98. Throughout PLAINTIFF’s employment with DEFENDANTS, she was subjected
5 to a pervasive pattern of severe harassment on the basis of PLAINTIFF’s race, as detailed above.

6 99. During PLAINTIFF’s employment with DEFENDANTS, PLAINTIFF reported
7 the aforesaid behavior, conduct, and comments to various management officials, which
8 PLAINTIFF alleges on information and belief, went wholly unheeded. Based on PLAINTIFF’s
9 complaints, DEFENDANTS, including its supervisors, managers, and agents, knew or should
10 have known of the harassing conduct and failed to take immediate and appropriate corrective
11 action.

12 100. Moreover, by the aforesaid conduct of DEFENDANTS, DEFENDANTS:

13 (a) Failed to provide PLAINTIFF with employment where PLAINTIFF could work
14 free from verbal and physical harassment;

15 (b) Failed to take appropriate action when it knew or should have known of the
16 sexual harassment of PLAINTIFF;

17 (c) Failed to adopt and/or disseminate, adhere to or enforce an effective anti-sexual
18 harassment policy with respect to management, supervisors, staff and employees;

19 (d) Aided and abetted unlawful sexual harassment.

20 101. By reason of DEFENDANTS’ failures enumerated hereinabove, DEFENDANTS
21 failed to take reasonable steps necessary to prevent the unlawful harassment of PLAINTIFF.

22 102. As a direct and proximate result of DEFENDANTS’ unlawful sexual harassment,
23 and DEFENDANTS’ failure to address it, PLAINTIFF suffered interference with her
24 employment responsibilities, the indignity of harassment, the invasion of her right to be free
25 from harassment, the invasion of her emotional tranquility, loss of self-esteem and grave
26 humiliation, which are, or have been manifested as emotional distress and mental suffering and
27 physical manifestations of her emotional distress.

103. As a further direct and proximate result of DEFENDANTS' unlawful sexual harassment, and DEFENDANTS' failure to address it, PLAINTIFF has suffered mental anguish, outrage, and severe anxiety about her future due to the potential harm to her earning capacity, her painful embarrassment among friends, family and colleagues, and the disruption of her personal life.

104. In doing the things herein alleged, DEFENDANTS acted oppressively, maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF's rights, as DEFENDANTS knew that: 1) PLAINTIFF has a right to be free from unwanted sexual advances and derogatory sexual remarks in the workplace; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct would cause emotional distress in PLAINTIFF; 3) DEFENDANTS' failure to protect such right resulted in severe emotional distress in PLAINTIFF, thereby intentionally or recklessly subjecting PLAINTIFF to said emotional distress; 4) by intentionally or recklessly subjecting PLAINTIFF to said emotional distress, DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and unjust. Consequently, PLAINTIFF is entitled to recover exemplary and punitive damages from DEFENDANTS in an amount according to proof.

105. California Code of Civil Procedure § 1021 provides that attorneys' fees are recoverable in an action for which they are specifically provided by statute. California Government Code § 12965(b) provides that reasonable attorneys' fees and costs are recoverable by the prevailing party, within the discretion of the court. PLAINTIFF has retained attorneys for the prosecution of this action. As a result, PLAINTIFF is entitled to reasonable attorneys' fees and costs incurred herein.

NINTH CAUSE OF ACTION

DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE § 12940(a)

(PLAINTIFF Against DEFENDANTS and DOES 1 through 50)

106. Each of the allegations of the foregoing paragraphs is re-alleged and incorporated herein by this reference.

107. PLAINTIFF was, at all times, an “employee” of DEFENDANTS as defined by FEHA, and therefore was and is a member of the group that statute seeks to protect.

108. DEFENDANTS were, at all times, an “employer” as defined by FEHA, and therefore is subject to the provisions of FEHA.

First Count: Race

109. DEFENDANTS knew or should have known that PLAINTIFF was an African American woman and a member of a racial minority group entitled to the protections of FEHA.

110. As alleged more fully herein, DEFENDANTS unlawfully discriminated against PLAINTIFF by, among other things, disciplining her in an unfair and unequal manner in comparison to her non-African American peers, and ultimately terminating her employment.

111. PLAINTIFF's race was a substantial motivating factor for DEFENDANTS' prejudiced acts of discrimination.

112. As a direct and proximate result of DEFENDANTS' prejudiced acts of discrimination, PLAINTIFF has suffered, and continues to suffer damages, in the form of lost wages and other employment benefits, as well as severe emotional and physical distress, the exact amount of which will be proven at trial.

113. In doing the things herein alleged, DEFENDANTS acted oppressively, maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF'S rights, as: 1) DEFENDANTS knew that she had a right to be free from unlawful discrimination in the terms of her employment; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct would cause her emotional distress; 3) DEFENDANTS' failure to protect such right resulted in severe emotional distress in PLAINTIFF, thereby intentionally or recklessly subjecting her to said emotional distress; 4) by intentionally or recklessly subjecting PLAINTIFF to said emotional distress, DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and unjust. Consequently, PLAINTIFF is entitled to recovery of exemplary and punitive damages from DEFENDANTS in an amount according to proof.

1 114. California Code of Civil Procedure section 1021 provides that attorney's fees are
2 recoverable in an action for which they are specifically provided by statute. California
3 Government Code section 12965(b) provides that reasonable attorney's fees and costs are
4 recoverable herein by the prevailing party, within the discretion of the court. PLAINTIFF has
5 retained attorneys for the prosecution of this action. As a result, PLAINTIFF is entitled to
6 reasonable attorney's fees and costs incurred herein.

7 **Second Count: Actual Disability and/or Medical Condition**

8 115. DEFENDANTS knew or should have known that PLAINTIFF had a physical
9 disability and/or medical condition that limited a major life activity because PLAINTIFF
10 provided medical certifications to DEFENDANTS regarding such disabilities.

11 116. DEFENDANT unlawfully discriminated against PLAINTIFF by, among other
12 things: a) not providing her with an interactive process to determine proper accommodations;
13 and b) terminating her employment as alleged herein.

14 117. PLAINTIFF'S actual physical disability and/or medical condition was a
15 substantial motivating factor for DEFENDANTS' prejudiced acts of discrimination.

16 118. As a direct and proximate result of DEFENDANTS' prejudiced acts of
17 discrimination, PLAINTIFF has suffered, and continues to suffer damages, in the form of lost
18 wages and other employment benefits, as well as severe emotional and physical distress, the
19 exact amount of which will be proven at trial.

20 119. In doing the things herein alleged, DEFENDANTS acted oppressively,
21 maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF'S rights, as: 1)
22 DEFENDANTS knew that she had a right to be free from unlawful discrimination in the terms of
23 her employment; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct
24 would cause her emotional distress; 3) DEFENDANTS' failure to protect such right resulted in
25 severe emotional distress in PLAINTIFF, thereby intentionally or recklessly subjecting her to
26 said emotional distress; 4) by intentionally or recklessly subjecting PLAINTIFF to said
27 emotional distress, DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and
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1 unjust. Consequently, PLAINTIFF is entitled to recovery of exemplary and punitive damages
2 from DEFENDANTS in an amount according to proof.

3 120. California Code of Civil Procedure section 1021 provides that attorney's fees are
4 recoverable in an action for which they are specifically provided by statute. California
5 Government Code section 12965(b) provides that reasonable attorney's fees and costs are
6 recoverable herein by the prevailing party, within the discretion of the court. PLAINTIFF has
7 retained attorneys for the prosecution of this action. As a result, PLAINTIFF is entitled to
8 reasonable attorney's fees and costs incurred herein.

9 **Third Count: Perceived Disability and/or Medical Condition**

10 121. DEFENDANTS regarded, perceived, and/or treated PLAINTIFF as having a
11 physical disability and/or medical condition because PLAINTIFF provided medical certifications
12 to DEFENDANTS regarding such disabilities.

13 122. DEFENDANTS unlawfully discriminated against PLAINTIFF by, among other
14 things: a) not providing her with an interactive process to determine proper accommodations;
15 and b) terminating her employment as alleged herein.

16 123. The physical disability and/or medical condition that DEFENDANTS regarded,
17 perceived, and/or treated PLAINTIFF as having was a substantial motivating factor for
18 DEFENDANTS' prejudiced acts of discrimination.

19 124. As a direct and proximate result of DEFENDANTS' prejudiced acts of
20 discrimination, PLAINTIFF has suffered, and continues to suffer, damages, in the form of lost
21 wages and other employment benefits, as well as severe emotional and physical distress, the
22 exact amount of which will be proven at trial.

23 125. In doing the things herein alleged, DEFENDANTS acted oppressively,
24 maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF'S rights, as: 1)
25 DEFENDANTS knew that she had a right to be free from unlawful discrimination in the terms of
26 her employment; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct
27 would cause her emotional distress; 3) DEFENDANTS' failure to protect such right resulted in
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1 severe emotional distress in PLAINTIFF, thereby intentionally or recklessly subjecting her to
2 said emotional distress; 4) by intentionally or recklessly subjecting PLAINTIFF to said
3 emotional distress, DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and
4 unjust. Consequently, PLAINTIFF is entitled to recovery of exemplary and punitive damages
5 from DEFENDANTS in an amount according to proof.

6 126. California Code of Civil Procedure section 1021 provides that attorney's fees are
7 recoverable in an action for which they are specifically provided by statute. California
8 Government Code section 12965(b) provides that reasonable attorney's fees and costs are
9 recoverable herein by the prevailing party, within the discretion of the court. PLAINTIFF has
10 retained attorneys for the prosecution of this action. As a result, PLAINTIFF is entitled to
11 reasonable attorney's fees and costs incurred herein.

12 **Fourth Count: Perceived Potential Disability and/or Medical Condition**

13 127. DEFENDANTS regarded, perceived, and/or treated PLAINTIFF as potentially
14 having a physical disability and/or medical condition that limited a major life activity because
15 PLAINTIFF provided medical certifications to DEFENDANTS regarding such disabilities.

16 128. DEFENDANTS unlawfully discriminated against PLAINTIFF by, among other
17 things: a) not providing her with an interactive process to determine proper accommodations;
18 and b) terminating her employment as alleged herein.

19 129. The physical disability and/or medical condition that DEFENDANTS regarded,
20 perceived, and/or treated PLAINTIFF as potentially having was a substantial motivating factor
21 for DEFENDANTS' prejudiced acts of discrimination.

22 130. As a direct and proximate result of DEFENDANTS' prejudiced acts of
23 discrimination, PLAINTIFF has suffered, and continues to suffer, damages, in the form of lost
24 wages and other employment benefits, as well as severe emotional and physical distress, the
25 exact amount of which will be proven at trial.

26 131. In doing the things herein alleged, DEFENDANTS acted oppressively,
27 maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF'S rights, as: 1)
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1 DEFENDANTS knew that he had a right to be free from unlawful discrimination in the terms of
2 her employment; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct
3 would cause her emotional distress; 3) DEFENDANTS' failure to protect such right resulted in
4 severe emotional distress in PLAINTIFF, thereby intentionally or recklessly subjecting her to
5 said emotional distress; 4) by intentionally or recklessly subjecting PLAINTIFF to said
6 emotional distress, DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and
7 unjust. Consequently, PLAINTIFF is entitled to recovery of exemplary and punitive damages
8 from DEFENDANTS in an amount according to proof.

9 132. California Code of Civil Procedure section 1021 provides that attorney's fees are
10 recoverable in an action for which they are specifically provided by statute. California
11 Government Code section 12965(b) provides that reasonable attorney's fees and costs are
12 recoverable herein by the prevailing party, within the discretion of the court. PLAINTIFF has
13 retained attorneys for the prosecution of this action. As a result, PLAINTIFF is entitled to
14 reasonable attorney's fees and costs incurred herein.

15 **TENTH CAUSE OF ACTION**

16 **RETALIATION IN VIOLATION OF LABOR CODE § 6310**

17 **(PLAINTIFF Against DEFENDANTS and DOES 1 through 50)**

18 133. Each of the allegations of the foregoing paragraphs is re-alleged and incorporated
19 herein by this reference.

20 134. PLAINTIFF was, at all relevant times, an "employee" of DEFENDANTS as
21 defined by the California Labor Code, and therefore was and is a member of the group that
22 statute seeks to protect.

23 135. DEFENDANTS were, at all relevant times, an "employer" as defined by
24 California Labor Code, and therefore is subject to the provisions of the California Labor Code.

25 136. PLAINTIFF made several bona fide oral and/or written complaints to
26 DEFENDANTS regarding employee safety regarding an unsafe condition in the floor of

1 PLAINTIFF's work environment, leading to PLAINTIFF's workplace injury which she reported
2 to DEFENDANTS.

3 137. DEFENDANTS discriminated against PLAINTIFF by, among other things,
4 terminating her employment.

5 138. PLAINTIFF'S bona fide oral and/or written complaints to DEFENDANTS of the
6 unsafe work environment and PLAINTIFF's report of a workplace injury were contributing
7 factors in DEFENDANTS' decision to, among other things, terminate her employment.

8 139. As a direct and proximate result of DEFENDANTS' decision to, among other
9 things, terminate PLAINTIFF'S employment, she has suffered, and continues to suffer, damages,
10 in the form of lost wages and other employment benefits, as well as severe emotional and
11 physical distress, the exact amount of which will be proven at trial.

12 140. In doing the things herein alleged, DEFENDANTS acted oppressively,
13 maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF'S rights, as: 1)
14 DEFENDANTS knew that she has a right to be free from unlawful discrimination in the terms of
15 her employment; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct
16 would cause her emotional distress in; 3) DEFENDANTS' failure to protect such right resulted
17 in severe emotional distress in PLAINTIFF, thereby intentionally or recklessly subjecting her to
18 said emotional distress; 4) by intentionally or recklessly subjecting her to said emotional distress,
19 DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and unjust.
20 Consequently, PLAINTIFF is entitled to recovery of exemplary and punitive damages from
21 DEFENDANTS in an amount according to proof.

22 141. California Code of Civil Procedure section 1021 provides that attorneys' fees are
23 recoverable in an action for "(1) the enforcement of an important right affecting the public
24 interest; (2) the conferring of a significant benefit on the general public or a large class of
25 individuals; and (3) the necessity and financial burden of private enforcement renders the award
26 appropriate." *Jaramillo v. County of Orange* (2011) 200 Cal. App. 4th 811, 829 (internal
27 quotations omitted). Protecting whistleblowers from retaliation is a strong public interest. Doing
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1 so confers a significant benefit on the general public – namely, empowering people to step
2 forward to expose fraud, corruption, and other wrongdoing. *See, e.g., Green v. Ralee*
3 *Engineering Co.* (1998) 19 Cal. 4th 66, 77. As a result, PLAINTIFF is entitled to reasonable
4 attorneys’ fees and costs incurred herein.

5 **ELEVENTH CAUSE OF ACTION**

6 **RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE § 1102.5**

7 **(PLAINTIFF Against DEFENDANT and DOES 1 through 50)**

8 142. The allegations of all the foregoing paragraphs are re-alleged and incorporated
9 herein by this reference.

10 143. PLAINTIFF was, at all relevant times, an “employee” of DEFENDANTS, and
11 each of them, as defined by the California Labor Code, and therefore was and is a member of the
12 group which the statutes therein are meant to protect.

13 144. DEFENDANTS were, at all relevant times herein, “employers” as defined by
14 California Labor Code, and are therefore subject to the provisions of the California Labor Code.

15 145. As alleged herein, PLAINTIFF made several bona fide oral and/or written
16 complaints to DEFENDANTS regarding employee safety regarding an unsafe condition in the
17 floor of PLAINTIFF’s work environment, leading to PLAINTIFF’s workplace injury which she
18 reported to DEFENDANTS.

19 146. As alleged herein, PLAINTIFF made several bona fide oral and/or written
20 complaints to DEFENDANTS regarding the racial harassment and discrimination she was
21 experiencing at the workplace, including harassment and discrimination by her supervisor(s).

22 **First Count: Retaliation for Actual Disclosure**

23 147. DEFENDANTS, and each of them, by way of their agents, believed that
24 PLAINTIFF had disclosed their unlawful practices to his superiors, including those with
25 authority over PLAINTIFF and/or those with authority to investigate, discover, and/or correct the
26 alleged violations of law or instances of regulatory non-compliance.

1 148. PLAINTIFF had reasonable cause to believe that the aforementioned practices
2 constituted a violation of, and/or non-compliance with, federal, state, and/or local laws and/or
3 rules or regulations.

4 149. DEFENDANTS retaliated against PLAINTIFF by, among other things,
5 terminating her employment.

6 150. DEFENDANTS' belief that PLAINTIFF actually disclosed the aforesaid
7 information was a contributing factor in DEFENDANTS' decision to engage in the
8 aforementioned retaliatory acts.

9 151. As a direct and proximate result of DEFENDANTS' decision to engage in the
10 aforementioned retaliatory acts, PLAINTIFF has suffered damages, in the form of lost wages and
11 other employment benefits such as loss of relocation expenses, as well as severe emotional and
12 physical distress, the exact amount of which will be proven at trial.

13 152. In doing the things herein alleged, DEFENDANTS acted oppressively,
14 maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF's rights, as: 1)
15 DEFENDANTS knew that PLAINTIFF has a right to be free from unlawful retaliation in the
16 terms of his employment; 2) DEFENDANTS recklessly failed to anticipate that the foregoing
17 conduct would cause emotional distress in PLAINTIFF; 3) DEFENDANTS' failure to protect
18 such right resulted in severe emotional distress in PLAINTIFF, thereby intentionally or
19 recklessly subjecting PLAINTIFF to said emotional distress; 4) by intentionally or recklessly
20 subjecting PLAINTIFF to said emotional distress, DEFENDANTS engaged in conduct that was
21 oppressive, malicious, cruel, and unjust. Consequently, PLAINTIFF is entitled to recover
22 exemplary and punitive damages from DEFENDANTS, and each of them, in an amount
23 according to proof.

24 153. California Labor Code section 1102.5 provides an employer that is a corporation
25 is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of the
26 statute. As a result, PLAINTIFF is entitled to the penalties against DEFENDANTS arising from
27 the violations alleged herein.

154. California Code of Civil Procedure section 1021 provides that attorneys' fees are recoverable in an action for "(1) the enforcement of an important right affecting the public interest; (2) the conferring of a significant benefit on the general public or a large class of individuals; and (3) the necessity and financial burden of private enforcement renders the award appropriate." *Jaramillo v. County of Orange* (2011) 200 Cal. App. 4th 811, 829 (internal quotations omitted). Protecting whistleblowers from retaliation is a strong public interest. Doing so confers a significant benefit on the general public—namely, empowering people to step forward to expose fraud, corruption, and other wrongdoing. *See, e.g., Green v. Ralee Engineering Co.* (1998) 19 Cal. 4th 66, 77. As a result, PLAINTIFF is entitled to reasonable attorneys' fees and costs incurred herein.

Second Count: Retaliation for Potential Disclosure

155. DEFENDANTS, and each of them, by way of their agents, believed that PLAINTIFF could potentially disclose their unlawful practices to a government or law enforcement agency, or to his superiors, including those with authority over PLAINTIFF and/or those with authority to investigate, discovery, and/or correct the alleged violations of law or instances of regulatory non-compliance.

156. PLAINTIFF had reasonable cause to believe that the aforementioned practices constituted a violation of, and/or non-compliance with state and/or local laws and/or rules or regulations.

157. DEFENDANTS retaliated against PLAINTIFF by, among other things, terminating her employment.

158. DEFENDANTS' belief that PLAINTIFF could potentially disclose the aforesaid information was a contributing factor in DEFENDANTS' decision to engage in the aforementioned retaliatory acts.

159. As a direct and proximate result of DEFENDANTS' decision to engage in the aforementioned retaliatory acts, PLAINTIFF has suffered damages, in the form of lost wages and

1 other employment benefits such as loss of relocation expenses, as well as severe emotional and
2 physical distress, the exact amount of which will be proven at trial.

3 160. In doing the things herein alleged, DEFENDANTS acted oppressively,
4 maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF's rights, as: 1)
5 DEFENDANTS, and each of them, knew that PLAINTIFF has a right to be free from unlawful
6 retaliation in the terms of his employment; 2) DEFENDANTS recklessly failed to anticipate that
7 the foregoing conduct would cause emotional distress in PLAINTIFF; 3) DEFENDANTS'
8 failure to protect such right resulted in severe emotional distress in PLAINTIFF, thereby
9 intentionally or recklessly subjecting PLAINTIFF to said emotional distress; 4) by intentionally
10 or recklessly subjecting PLAINTIFF to said emotional distress, DEFENDANTS, and each of
11 them, engaged in conduct that was oppressive, malicious, cruel and unjust. Consequently,
12 PLAINTIFF is entitled to recovery of exemplary and punitive damages from DEFENDANTS in
13 an amount according to proof.

14 161. California Labor Code section 1102.5 provides an employer that is a corporation
15 is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of the
16 statute. As a result, PLAINTIFF is entitled to the penalties against DEFENDANTS arising from
17 the violations alleged herein.

18 162. California Code of Civil Procedure section 1021 provides that attorneys' fees are
19 recoverable in an action for "(1) the enforcement of an important right affecting the public
20 interest; (2) the conferring of a significant benefit on the general public or a large class of
21 individuals; and (3) the necessity and financial burden of private enforcement renders the award
22 appropriate." *Jaramillo v. County of Orange* (2011) 200 Cal. App. 4th 811, 829 (internal
23 quotations omitted). Protecting whistleblowers from retaliation is a strong public interest. Doing
24 so confers a significant benefit on the general public—namely, empowering people to step
25 forward to expose fraud, corruption, and other wrongdoing. *See, e.g., Green v. Ralee*
26 *Engineering Co.* (1998) 19 Cal. 4th 66, 77. As a result, PLAINTIFF is entitled to reasonable
27 attorneys' fees and costs incurred herein.

1 **TWELFTH CAUSE OF ACTION**

2 **RETALIATION IN VIOLATION OF GOVERNMENT CODE §12940(h)**

3 **(Against DEFENDANT and DOES 1-50)**

4 163. The allegations of all the foregoing paragraphs are re-alleged and incorporated
5 herein by this reference.

6 164. California Government Code section 12940 provides in pertinent part as follows:

7 It is an unlawful employment practice . . .

8 (h) For any employer . . . or person to discharge, expel, or otherwise discriminate
9 against any person because the person has opposed any practices forbidden under
10 this part or because the person has filed a complaint, testified, or assisted in any
proceeding under this part.

11 165. PLAINTIFF was, at all times, an “employee” as defined by California
12 Government Code § 12940 et seq., and was therefore a member of the group sought to be
13 protected by FEHA.

14 166. DEFENDANTS were, at all times, “employers” as defined by California
15 Government Code section 12940 *et seq.*, and are therefore subject to the provisions of FEHA.

16 167. PLAINTIFF opposed practices forbidden by FEHA by complaining to
17 DEFENDANTS about DEFENDANTS’ racial discrimination and harassment and
18 DEFENDANTS’ failure to prevent racial discrimination and harassment.

19 168. PLAINTIFF opposed practices forbidden by FEHA by complaining to
20 DEFENDANTS about DEFENDANTS’ failure to provide reasonable accommodations for
21 PLAINTIFF’s medical condition and/or disability.

22 169. Following PLAINTIFF’S request for reasonable accommodations and
23 DEFENDANTS’ denial of the accommodations, DEFENDANTS terminated PLAINTIFF’S
24 employment without providing a legitimate reason.

25 170. As a direct and proximate result of DEFENDANTS’ retaliatory action,
26 PLAINTIFF suffered interference with her employment responsibilities, the indignity of
27 retaliation, the invasion of her right to be free from retaliation, the invasion of her emotional
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1 tranquility, loss of self-esteem and grave humiliation, which are, or have been manifested as
2 emotional distress and mental suffering and physical manifestations of his emotional distress.

3 171. As a further direct and proximate result of DEFENDANTS' retaliatory action,
4 PLAINTIFF has suffered mental anguish, outrage, and severe anxiety about her future due to the
5 potential harm to her earning capacity, her painful embarrassment among friends, family and
6 colleagues, and the disruption of her personal life.

7 172. In doing the things herein alleged, DEFENDANTS acted oppressively,
8 maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF's rights, as
9 DEFENDANTS knew that: 1) PLAINTIFF has a right to be free from unwanted harassment in
10 the workplace; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct
11 would cause emotional distress in PLAINTIFF; 3) DEFENDANTS' failure to protect such right
12 resulted in severe emotional distress in PLAINTIFF, thereby intentionally or recklessly
13 subjecting PLAINTIFF to said emotional distress; 4) by intentionally or recklessly subjecting
14 PLAINTIFF to said emotional distress, DEFENDANTS engaged in conduct that was oppressive,
15 malicious, cruel and unjust. Consequently, PLAINTIFF is entitled to recover of exemplary and
16 punitive damages from DEFENDANTS in an amount according to proof.

17 173. California Code of Civil Procedure section 1021 provides that attorneys' fees are
18 recoverable in an action for which they are specifically provided by statute. California
19 Government Code section 12965(b) provides that reasonable attorneys' fees and costs are
20 recoverable by the prevailing party, within the discretion of the court. PLAINTIFF has retained
21 attorneys for the prosecution of this action. As a result, PLAINTIFF is entitled to reasonable
22 attorney's fees and costs incurred herein.

23 **THIRTEENTH CAUSE OF ACTION**

24 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF** 25 **GOVERNMENT CODE §12940(n)**

26 **(PLAINTIFF Against DEFENDANTS and DOES 1 through 50)**

174. Each of the allegations of the foregoing paragraphs are re-alleged and incorporated herein by this reference.

175. PLAINTIFF was, at all relevant times, an “employee” of DEFENDANTS as defined by the California’s Fair Employment and Housing Act, and therefore was and is a member of the group that statute seeks to protect.

176. DEFENDANT was, at all relevant times, an “employer” as defined by California’s Fair Employment and Housing Act, and therefore is subject to the provisions of the statute.

First Count: Actual Disability

177. DEFENDANTS knew or should have known PLAINTIFF had an actual physical disability and/or medical condition for the purposes of California Government Code section 12940(a) that may require a reasonable accommodation.

178. PLAINTIFF was willing to participate in an interactive process to determine whether reasonable accommodations could be made so that PLAINTIFF would be able to perform her essential job requirements notwithstanding her actual physical disability and/or medical condition.

179. DEFENDANTS, among other things, failed to participate in an adequate, timely good-faith interactive process with PLAINTIFF to determine whether reasonable accommodations could be made.

180. As a direct and proximate result of DEFENDANTS' failure to, among other things, adequately engage in a good-faith interactive process with PLAINTIFF, she has suffered, and continues to suffer damages, in the form of lost wages and other employment benefits, as well as severe emotional and physical distress, the exact amount of which will be proven at trial.

181. In doing the things herein alleged, DEFENDANTS acted oppressively, maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF's rights, as: 1) DEFENDANTS knew that she had a right to be free from unlawful discrimination in the terms of her employment; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct

1 would cause her emotional distress; 3) DEFENDANTS' failure to protect such right resulted in
2 severe emotional distress in PLAINTIFF, thereby intentionally or recklessly subjecting her to
3 said emotional distress; 4) by intentionally or recklessly subjecting PLAINTIFF to said
4 emotional distress, DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and
5 unjust. Consequently, PLAINTIFF is entitled to recovery of exemplary and punitive damages
6 from DEFENDANTS in an amount according to proof.

7 182. California Code of Civil Procedure section 1021 provides that attorney's fees are
8 recoverable in an action for which they are specifically provided by statute. California
9 Government Code section 12965(b) provides that reasonable attorney's fees and costs are
10 recoverable herein by the prevailing party, within the discretion of the court. PLAINTIFF has
11 retained attorneys for the prosecution of this action. As a result, PLAINTIFF is entitled to
12 reasonable attorney's fees and costs incurred herein.

13 **Second Count: Perceived Disability**

14 183. DEFENDANTS regarded or perceived PLAINTIFF as having a physical
15 disability and/or medical condition for the purposes of California Government Code section
16 12940(a) that may require a reasonable accommodation.

17 184. PLAINTIFF was willing to participate in an interactive process to determine
18 whether reasonable accommodations could be made so that she would be able to perform her
19 essential job requirements notwithstanding her perceived physical disability and/or medical
20 condition.

21 185. DEFENDANTS, among other things, failed to participate in an adequate, timely
22 good-faith interactive process with PLAINTIFF to determine whether reasonable
23 accommodations could be made.

24 186. As a direct and proximate result of DEFENDANTS' failure to, among other
25 things, adequately engage in a good-faith interactive process with PLAINTIFF, she has suffered,
26 and continues to suffer, damages, in the form of lost wages and other employment benefits, as
27 well as severe emotional and physical distress, the exact amount of which will be proven at trial.

187. In doing the things herein alleged, DEFENDANTS acted oppressively, maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF's rights, as: 1) DEFENDANTS knew that she had a right to be free from unlawful discrimination in the terms of her employment; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct would cause her emotional distress; 3) DEFENDANTS' failure to protect such right resulted in severe emotional distress in PLAINTIFF, thereby intentionally or recklessly subjecting her to said emotional distress; 4) by intentionally or recklessly subjecting PLAINTIFF to said emotional distress, DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and unjust. Consequently, PLAINTIFF is entitled to recovery of exemplary and punitive damages from DEFENDANTS in an amount according to proof.

188. California Code of Civil Procedure section 1021 provides that attorney's fees are recoverable in an action for which they are specifically provided by statute. California Government Code section 12965(b) provides that reasonable attorney's fees and costs are recoverable herein by the prevailing party, within the discretion of the court. PLAINTIFF has retained attorneys for the prosecution of this action. As a result, PLAINTIFF is entitled to reasonable attorney's fees and costs incurred herein.

Third Count: Perceived Potential Disability

189. DEFENDANTS regarded, perceived, and/or treated PLAINTIFF as potentially having a physical condition and/or medical condition for the purposes of California Government Code section 12940(a) that may require a reasonable accommodation.

190. PLAINTIFF was willing to participate in an interactive process to determine whether reasonable accommodations could be made so that she would be able to perform her essential job requirements notwithstanding her perceived potential physical disability and/or medical condition.

191. DEFENDANTS, among other things, failed to participate in an adequate, timely good-faith interactive process with PLAINTIFF to determine whether reasonable accommodations could be made.

192. As a direct and proximate result of DEFENDANTS' failure to, among other things, adequately engage in a good-faith interactive process with PLAINTIFF, she has suffered, and continues to suffer, damages, in the form of lost wages and other employment benefits, as well as severe emotional and physical distress, the exact amount of which will be proven at trial.

193. In doing the things herein alleged, DEFENDANTS acted oppressively, maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF's rights, as: 1) DEFENDANTS knew that she had a right to be free from unlawful discrimination in the terms of her employment; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct would cause her emotional distress; 3) DEFENDANTS' failure to protect such right resulted in severe emotional distress in PLAINTIFF, thereby intentionally or recklessly subjecting her to said emotional distress; 4) by intentionally or recklessly subjecting PLAINTIFF to said emotional distress, DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and unjust. Consequently, PLAINTIFF is entitled to recovery of exemplary and punitive damages from DEFENDANTS in an amount according to proof.

194. California Code of Civil Procedure section 1021 provides that attorney's fees are recoverable in an action for which they are specifically provided by statute. California Government Code section 12965(b) provides that reasonable attorney's fees and costs are recoverable herein by the prevailing party, within the discretion of the court. PLAINTIFF has retained attorneys for the prosecution of this action. As a result, PLAINTIFF is entitled to reasonable attorney's fees and costs incurred herein.

FOURTEENTH CAUSE OF ACTION

FAILURE TO PROVIDE A REASONABLE ACCOMMODATION IN VIOLATION OF

GOVERNMENT CODE SECTION 12940(m)

(PLAINTIFF Against DEFENDANTS and DOES 1 through 50)

195. Each of the allegations of the foregoing paragraphs is re-alleged and incorporated herein by this reference.

1 196. PLAINTIFF was, at all relevant times, an “employee” of DEFENDANTS as
2 defined by the California’s Fair Employment and Housing Act, and therefore was and is a
3 member of the group that statute seeks to protect.

4 197. DEFENDANTS were, at all relevant times, an “employer” as defined by
5 California’s Fair Employment and Housing Act, and therefore is subject to the provisions of the
6 statute.

7 198. DEFENDANTS knew or should have known that PLAINTIFF suffered from an
8 actual physical disability and/or medical condition for purposes of California Government Code
9 section 12940(a).

10 199. DEFENDANTS failed to provide a reasonable accommodation for PLAINTIFF’S
11 actual medical condition and/or disability, and instead terminated her employment.

12 200. As a direct and proximate result of DEFENDANTS’ failure to provide
13 PLAINTIFF with a reasonable accommodation for her medical condition, she has suffered, and
14 continues to suffer, damages, in the form of lost wages and other employment benefits, as well as
15 severe emotional and physical distress, the exact amount of which will be proven at trial.

16 201. In doing the things herein alleged, DEFENDANTS acted oppressively,
17 maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF’S rights, as: 1)
18 DEFENDANTS knew that she had a right to be free from unlawful discrimination in the terms of
19 her employment; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct
20 would cause her emotional distress; 3) DEFENDANTS’ failure to protect such right resulted in
21 severe emotional distress in PLAINTIFF, thereby intentionally or recklessly subjecting her to
22 said emotional distress; 4) by intentionally or recklessly subjecting PLAINTIFF to said
23 emotional distress, DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and
24 unjust. Consequently, PLAINTIFF is entitled to recovery of exemplary and punitive damages
25 from DEFENDANTS in an amount according to proof.

26 ///

202. California Code of Civil Procedure section 1021 provides that attorney's fees are recoverable in an action for which they are specifically provided by statute. California Government Code section 12965(b) provides that reasonable attorney's fees and costs are recoverable herein by the prevailing party, within the discretion of the court. PLAINTIFF has retained attorneys for the prosecution of this action. As a result, PLAINTIFF is entitled to reasonable attorney's fees and costs incurred herein.

FIFTEENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(PLAINTIFF Against DEFENDANTS and DOES 1 through 50)

203. The allegations of all the foregoing paragraphs are re-alleged and incorporated herein by this reference.

204. As set forth herein above, PLAINTIFF was subjected to unlawful retaliation and termination in her employment with DEFENDANTS by reason of PLAINTIFF's protected acts of reporting actual and/or perceived violations of law and/or regulatory non-compliance for purposes of the California Labor Code and the California Government Code. The aforementioned laws, specifically California Labor Code sections 1102.5 and 6310, codify California's strong public policy concerning the right of employees to be free from retaliation on the basis of disclosing suspected violations of law and/or regulatory non-compliance.

205. In addition or in the alternative, PLAINTIFF was terminated in violation of Labor Code section 232.5, which prohibits employers from discharging an employee who discloses information about the employer's working conditions, which statute embodies California's strong public policy concerning the right of employees to be free from retaliation on the basis of disclosing unsafe or otherwise unlawful working conditions.

206. In addition or in the alternative, PLAINTIFF was terminated in violation of the Fair Employment and Housing Act following DEFENDANTS' failure to engage in the interactive process and refusal to provide a reasonable accommodation for PLAINTIFF's disability and/or medical condition.

207. In addition or in the alternative, PLAINTIFF was terminated in violation of the Fair Employment and Housing Act for opposing racial discrimination and harassment in the workplace.

208. PLAINTIFF's protected acts and/or protected medical condition were substantial motivating factors in DEFENDANTS' decision to, among other things, terminate PLAINTIFF's employment.

209. As a direct and proximate result of DEFENDANTS' decision to engage in the aforementioned conduct, PLAINTIFF has suffered damages, in the form of lost wages and other employment benefits, as well as severe emotional and physical distress, the exact amount of which will be proven at trial.

210. In doing the things herein alleged, DEFENDANTS, and each of them, acted oppressively, maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF's rights, as: 1) DEFENDANTS knew that PLAINTIFF has a right to be free from unlawful discrimination and retaliation in the terms of her employment; 2) DEFENDANTS recklessly failed to anticipate that the foregoing conduct would cause emotional distress in PLAINTIFF; 3) DEFENDANTS' failure to protect such right resulted in severe emotional distress in PLAINTIFF, thereby intentionally or recklessly subjecting PLAINTIFF to said emotional distress; 4) by intentionally or recklessly subjecting PLAINTIFF to said emotional distress, DEFENDANTS engaged in conduct that was oppressive, malicious, cruel and unjust. Consequently, PLAINTIFF is entitled to recovery of exemplary and punitive damages from DEFENDANTS in an amount according to proof.

SIXTEENTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(PLAINTIFF Against DEFENDANTS and DOES 1 through 50)

211. The allegations of all the foregoing paragraphs are re-alleged and incorporated herein by this reference.

212. In doing the things alleged herein, DEFENDANTS, and each of them, engaged in

1 outrageous and unprivileged conduct with reckless disregard for the probability of causing
2 PLAINTIFF to suffer severe emotional distress.

3 213. Such outrageous and unprivileged conduct on the part of DEFENDANTS caused
4 PLAINTIFF to suffer severe emotional distress. As a result of DEFENDANTS' intentional
5 infliction of emotional distress on PLAINTIFF, PLAINTIFF has suffered consequential damages
6 in an amount according to proof.

7 214. In doing the things herein alleged, DEFENDANTS, and each of them, acted
8 oppressively, maliciously, intentionally, despicably, and in conscious disregard of PLAINTIFF's
9 rights, as DEFENDANTS knew that: 1) PLAINTIFF has a right to be free from conduct intended
10 to cause emotional distress in PLAINTIFF, or conduct which DEFENDANTS recklessly failed
11 to anticipate would cause emotional distress in PLAINTIFF; 2) DEFENDANTS' failure to
12 protect such right resulted in severe emotional distress in PLAINTIFF; 3) intentionally or
13 recklessly subjecting PLAINTIFF to said emotional distress was unlawful; 4) by intentionally or
14 recklessly subjecting PLAINTIFF to said emotional distress, DEFENDANTS, and each of them,
15 engaged in conduct that was oppressive, malicious, cruel, and unjust. Consequently, PLAINTIFF
16 is entitled to recover exemplary and punitive damages, where permitted by law, in an amount
17 according to proof.

18 **SEVENTEENTH CAUSE OF ACTION**

19 **CIVIL PENALTIES FOR FAILURE TO PAY OVERTIME WAGES**

20 **(PLAINTIFF, Individually and on Behalf of All Similarly Situated Aggrieved Employees,**
21 **Against DEFENDANTS and DOES 1 through 50)**

22 215. The allegations of each of the foregoing paragraphs are re-alleged and
23 incorporated herein by this reference.

24 216. At all relevant times, DEFENDANTS were subject to the provisions of the
25 California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

26 217. PLAINTIFF has exhausted her administrative remedies pursuant to California
27 Labor Code section 2699.3, and is thus entitled to a statute of limitations period of one (1) year
28

1 prior to the filing of the complaint plus an additional sixty-five (65) days during which the claim
2 was tolled while PLAINTIFF exhausted the aforementioned administrative remedies.

3 218. DEFENDANTS failed to comply with California Labor Code section 510 by
4 failing to pay PLAINTIFF and the other Aggrieved Employees at the correct hourly rate for
5 those hours worked in excess of ten (10) in a workday, in excess of six (6) days in a workweek,
6 and/or for hours worked on the seventh day of a workweek as required under California law.
7 Amongst other practices, this occurred through DEFENDANTS' failure to account for the
8 variety of off the clock tasks that DEFENDANTS required PLAINTIFF and the Aggrieved
9 Employees to engage in, further failing to account for all hours worked in paying overtime
10 premiums, as well as DEFENDANTS' failure to include shift differential pay and other forms of
11 compensation in the calculation of the regular rate of pay. PLAINTIFF is therefore entitled to the
12 penalties set forth in the California Labor Code, including but not limited to the penalties set
13 forth in California Labor Code sections 210, 225.5, and 558 on behalf of herself and other
14 current and former Aggrieved Employees of DEFENDANTS, for each and every pay period that
15 DEFENDANTS violated California Labor Code section 510, or to those penalties set forth in
16 California Labor Code section 2699(f) if it is determined that there is no established civil penalty
17 for violation of the foregoing provisions of the California Labor Code.

18 219. In addition, PLAINTIFF seeks an award of reasonable attorneys' fees and costs
19 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
20 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

21 **EIGHTEENTH CAUSE OF ACTION**

22 **CIVIL PENALTIES FOR FAILURE TO PROVIDE MEAL PERIODS**

23 **(PLAINTIFF, Individually and on Behalf of All Similarly Situated Aggrieved Employees,**
24 **Against DEFENDANTS and DOES 1 through 50)**

25 220. The allegations of each of the foregoing paragraphs are re-alleged and
26 incorporated herein by this reference.

221. At all relevant times, DEFENDANTS were subject to the provisions of the California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

222. PLAINTIFF has exhausted her administrative remedies pursuant to California Labor Code section 2699.3, and is thus entitled to a statute of limitations period of one (1) year prior to the filing of the complaint plus an additional sixty-five (65) days during which the claim was tolled while PLAINTIFF exhausted the aforementioned administrative remedies.

223. DEFENDANTS failed to comply with California Labor Code sections 226.7 and 512 and Section 11 of the applicable Industrial Welfare Commission Wage Order by failing to provide PLAINTIFF and other Aggrieved Employees with all meal periods to which PLAINTIFF and other Aggrieved Employees were entitled under California law. PLAINTIFF is therefore entitled to the penalties set forth in the California Labor Code, including but not limited to the penalties set forth in California Labor Code sections 210, 225.5, and 558 on behalf of themselves and other current and former Aggrieved Employees of DEFENDANTS, for each and every pay period that DEFENDANTS violated California Labor Code sections 226.7 and 512, or to those penalties set forth in California Labor Code section 2699(f) if it is determined that there is no established civil penalty for violation of the foregoing provisions of the California Labor Code.

224. In addition, PLAINTIFF seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

NINETEENTH CAUSE OF ACTION

CIVIL PENALTIES FOR FAILURE TO PROVIDE REST PERIODS

**(PLAINTIFF, Individually and on Behalf of All Similarly Situated Aggrieved Employees,
Against DEFENDANTS and DOES 1 through 50)**

225. The allegations of each of the foregoing paragraphs are re-alleged and incorporated herein by this reference.

1 226. At all relevant times, DEFENDANTS were subject to the provisions of the
2 California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

3 227. PLAINTIFF has exhausted her administrative remedies pursuant to California
4 Labor Code section 2699.3, and is thus entitled to a statute of limitations period of one (1) year
5 prior to the filing of the complaint plus an additional sixty-five (65) days during which the claim
6 was tolled while PLAINTIFF exhausted the aforementioned administrative remedies.

7 228. DEFENDANTS failed to comply with California Labor Code sections 226.7 and
8 Section 12 of the applicable Industrial Welfare Commission Wage Order by failing to provide
9 PLAINTIFF and other Aggrieved Employees with all rest periods to which PLAINTIFF and
10 other Aggrieved Employees were entitled under California law. PLAINTIFF is therefore entitled
11 to the penalties set forth in the California Labor Code, including but not limited to the penalties
12 set forth in California Labor Code sections 210, 225.5, and 558 on behalf of herself and other
13 current and former Aggrieved Employees of DEFENDANTS, for each and every pay period that
14 DEFENDANTS violated California Labor Code sections 226.7, or to those penalties set forth in
15 California Labor Code section 2699(f) if it is determined that there is no established civil penalty
16 for violation of the foregoing provisions of the California Labor Code.

17 229. In addition, PLAINTIFF seeks an award of reasonable attorneys' fees and costs
18 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
19 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

20 **TWENTIETH CAUSE OF ACTION**

21 **CIVIL PENALTIES FOR FAILURE TO ISSUE ITEMIZED WAGE STATEMENTS**
22 **(PLAINTIFF, Individually and on Behalf of All Similarly Situated Aggrieved Employees,**
23 **Against DEFENDANTS and DOES 1 through 50)**

24 230. The allegations of each of the foregoing paragraphs are re-alleged and
25 incorporated herein by this reference.

26 231. At all relevant times, DEFENDANTS were subject to the provisions of the
27 California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

1 232. PLAINTIFF has exhausted her administrative remedies pursuant California Labor
2 Code section 2699.3, and is thus entitled to a statute of limitations period of one (1) year prior to
3 the filing of the complaint plus an additional sixty-five (65) days during which the claim was
4 tolled while PLAINTIFF exhausted the aforementioned administrative remedies.

5 233. DEFENDANTS failed to comply with California Labor Code section 226 by
6 failing to provide PLAINTIFF and other Aggrieved Employees with itemized wage statements to
7 which PLAINTIFF and other Aggrieved Employees were entitled under California law.
8 PLAINTIFF is therefore entitled to the penalties set forth in the California Labor Code, including
9 but not limited to the penalties set forth in California Labor Code sections 226.3 and 1174.5 on
10 behalf of herself and other current and former Aggrieved Employees of DEFENDANTS, for
11 each and every pay period that DEFENDANTS violated California Labor Code sections 226 and
12 1174, or to those penalties set forth in California Labor Code section 2699(f) if it is determined
13 that there is no established civil penalty for violation of the foregoing provisions of the
14 California Labor Code.

15 234. In addition, PLAINTIFF seeks an award of reasonable attorneys' fees and costs
16 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
17 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

18 **TWENTY-FIRST CAUSE OF ACTION**

19 **CIVIL PENALTIES FOR FAILURE TO PAY WAGES DUE AND PAYABLE TWICE**

20 **EACH CALENDAR MONTH**

21 **(PLAINTIFF, Individually and on Behalf of All Similarly Situated Aggrieved Employees,**
22 **Against DEFENDANTS and DOES 1 through 50)**

23 235. The allegations of each of the foregoing paragraphs are re-alleged and
24 incorporated herein by this reference.

25 236. At all relevant times, DEFENDANTS were subject to the provisions of the
26 California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

1 237. PLAINTIFF has exhausted her administrative remedies pursuant to California
2 Labor Code section 2699.3, and is thus entitled to a statute of limitations period of one (1) year
3 prior to the filing of the complaint plus an additional sixty-five (65) days during which the claim
4 was tolled while PLAINTIFF exhausted the aforementioned administrative remedies.

5 238. DEFENDANTS failed to comply with California Labor Code section 204 by
6 failing to timely pay twice during each calendar month all wages owed to PLAINTIFF and other
7 Aggrieved Employees. PLAINTIFF is therefore entitled to the penalties set forth in the
8 California Labor Code, including but not limited to the penalties set forth in California Labor
9 Code section 210 on behalf of herself and other current and former Aggrieved Employees of
10 DEFENDANTS, for each and every pay period that DEFENDANTS violated California Labor
11 Code section 204, or to those penalties set forth in California Labor Code section 2699(f) if it is
12 determined that there is no established civil penalty for violation of the foregoing provisions of
13 the California Labor Code.

14 239. In addition, PLAINTIFF seeks an award of reasonable attorneys' fees and costs
15 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
16 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

17 **TWENTY-SECOND CAUSE OF ACTION**

18 **CIVIL PENALTIES FOR FAILURE TO PAY WAGES DUE UPON DEMAND**
19 **(PLAINTIFF, Individually and on Behalf of All Similarly Situated Aggrieved Employees,**
20 **Against DEFENDANTS and DOES 1 through 50)**

21 240. The allegations of each of the foregoing paragraphs are re-alleged and
22 incorporated herein by this reference.

23 241. At all relevant times, DEFENDANTS were subject to the provisions of the
24 California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

25 242. PLAINTIFF has exhausted her administrative remedies pursuant to California
26 Labor Code section 2699.3, and is thus entitled to a statute of limitations period of one (1) year

1 prior to the filing of the complaint plus an additional sixty-five (65) days during which the claim
2 was tolled while PLAINTIFF exhausted the aforementioned administrative remedies.

3 243. DEFENDANTS failed to comply with California Labor Code section 216 by
4 having the ability to pay yet willfully refusing to pay wages due and payable upon demand,
5 and/or denying the amount or validity thereof, or that the same is due, with intent to secure for
6 itself, or other person, any discount upon such indebtedness, or with intent to annoy, harass,
7 oppress, hinder, delay, or defraud PLAINTIFF and other Aggrieved Employees to whom such
8 indebtedness is due. PLAINTIFF is therefore entitled to the penalties set forth in the California
9 Labor Code, including but not limited to the penalties set forth in California Labor Code section
10 225.5, on behalf of herself and other current and former Aggrieved Employees of
11 DEFENDANTS, for each and every pay period that DEFENDANTS violated California Labor
12 Code section 216, or to those penalties set forth in California Labor Code section 2699(f) if it is
13 determined that there is no established civil penalty for violation of the foregoing provisions of
14 the California Labor Code.

15 244. In addition, PLAINTIFF seeks an award of reasonable attorneys' fees and costs
16 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
17 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

18 **TWENTY-THIRD CAUSE OF ACTION**

19 **CIVIL PENALTIES FOR FAILURE TO PAY WAGES DUE UPON TERMINATION** 20 **(PLAINTIFF, Individually and on Behalf of All Similarly Situated Aggrieved Employees,** 21 **Against DEFENDANTS and DOES 1 through 50)**

22 245. The allegations of each of the foregoing paragraphs are re-alleged and
23 incorporated herein by this reference.

24 246. At all relevant times, DEFENDANTS were subject to the provisions of the
25 California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

26 247. PLAINTIFF has exhausted her administrative remedies pursuant to California
27 Labor Code section 2699.3, and is thus entitled to a statute of limitations period of one (1) year
28

1 prior to the filing of the complaint plus an additional sixty-five (65) days during which the claim
2 was tolled while PLAINTIFF exhausted the aforementioned administrative remedies.

3 248. DEFENDANTS failed to comply with California Labor Code section sections
4 201, 202 and 203 by failing to provide the Aggrieved Employees with wages due upon
5 termination of their employment. PLAINTIFF is therefore entitled to the penalties set forth in
6 California Labor Code section 256 on behalf of the Aggrieved Employees of DEFENDANTS,
7 for each and every pay period that DEFENDANTS violated California Labor Code sections 201
8 through 203, or to those penalties set forth in California Labor Code section 2699(f) if it is
9 determined that there is no established civil penalty for violation of the foregoing provisions of
10 the California Labor Code.

11 249. In addition, PLAINTIFF seeks an award of reasonable attorneys' fees and costs
12 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
13 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

14 **TWENTY-FOURTH CAUSE OF ACTION**

15 **CIVIL PENALTIES FOR FAILURE TO MAINTAIN ADEQUATE AND ACCURATE**
16 **PAYROLL RECORDS**

17 **(PLAINTIFF, Individually and on Behalf of All Similarly Situated Aggrieved Employees,**
18 **Against DEFENDANTS and DOES 1 through 50)**

19 250. The allegations of each of the foregoing paragraphs are re-alleged and
20 incorporated herein by this reference.

21 251. At all relevant times, DEFENDANTS were subject to the provisions of the
22 California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

23 252. PLAINTIFF has exhausted her administrative remedies pursuant to California
24 Labor Code section 2699.3, and is thus entitled to a statute of limitations period of one (1) year
25 prior to the filing of the complaint plus an additional sixty-five (65) days during which the claim
26 was tolled while PLAINTIFF exhausted the aforementioned administrative remedies.

253. DEFENDANTS failed to comply with California Labor Code sections 221, 224, 226 and 1174 by failing to provide PLAINTIFF and other Aggrieved Employees with itemized wage statements to which PLAINTIFF and other Aggrieved Employees were entitled under California law. DEFENDANTS' failure to provide accurate wage statements also resulted in their failure to maintain complete and accurate payroll records in accordance with California Labor Code section 1174. PLAINTIFF is therefore entitled to the penalties set forth in the California Labor Code, including but not limited to the penalties set forth in California Labor Code section 1174.5 on behalf of herself and other current and former Aggrieved Employees of DEFENDANTS, for each and every pay period that DEFENDANTS violated California Labor Code section 1174, or to those penalties set forth in California Labor Code section 2699(f) if it is determined that there is no established civil penalty for violation of the foregoing provisions of the California Labor Code.

254. In addition, PLAINTIFF seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

TWENTY-FIFTH CAUSE OF ACTION

CIVIL PENALTIES FOR FAILURE TO PROVIDE NOTICE OF PAY

**(PLAINTIFF, Individually and on Behalf of All Similarly Situated Aggrieved Employees,
Against DEFENDANTS and DOES 1 through 50)**

255. The allegations of each of the foregoing paragraphs are re-alleged and incorporated herein by this reference.

256. At all relevant times, DEFENDANTS were subject to the provisions of the California Labor Code and Industrial Welfare Commission Wage Orders mentioned herein.

257. PLAINTIFF has exhausted her administrative remedies pursuant to California Labor Code section 2699.3, and is thus entitled to a statute of limitations period of one (1) year prior to the filing of the complaint plus an additional sixty-five (65) days during which the claim was tolled while PLAINTIFF exhausted the aforementioned administrative remedies.

1 258. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
2 failed to comply with California Labor Code section 2810.5 by failing to provide to PLAINTIFF
3 and other Aggrieved Employees with a written notice, in the language the employer normally
4 uses to communicate employment-related information to the employee, containing the following
5 information:

6 The rate or rates of pay and basis thereof, whether paid by the
7 hour, shift, day, week, salary, piece, commission, or otherwise,
8 including any rates for overtime, as applicable;

9 Allowances, if any, claimed as part of the minimum wage,
10 including meal or lodging allowances;

11 The regular payday designated by the employer in accordance with
12 the requirements of this code;

13 The name of the employer, including any “doing business as”
14 names used by the employer;

15 The physical address of the employer’s main office or principal
16 place of business, and a mailing address, if different;

17 The telephone number of the employer;

18 The name, address, and telephone number of the employer’s
19 workers’ compensation insurance carrier;

20 That an employee: may accrue and use sick leave; has a right to
21 request and use accrued paid sick leave; may not be terminated or
22 retaliated against for using or requesting the use of accrued paid
23 sick leave; and has the right to file a complaint against an employer
who retaliates.

24 259. PLAINTIFF is therefore entitled to the penalties set forth in the California Labor
25 Code for each and every pay period that DEFENDANTS violated California Labor Code section
26 2810.5, or to those penalties set forth in California Labor Code section 2699(f) if it is determined

1 that there is no established civil penalty for violation of the foregoing provisions of the
2 California Labor Code.

3 260. In addition, PLAINTIFF seeks an award of reasonable attorneys' fees and costs
4 pursuant to California Labor Code section 2699(g)(1), which states, "Any employee who
5 prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs."

6 261. Pursuant to California Labor Code section 218.6, in any action brought for the
7 nonpayment of wages, the Court shall award interest on all due and unpaid wages at the rate of
8 interest specified in subdivision (b) of Section 3289 of the Civil Code [currently 10 percent per
9 annum], which shall accrue from the date that the wages are due and payable[.]" PLAINTIFF
10 and current and former Aggrieved Employees of DEFENDANTS are therefore entitled to said
11 interest.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFF prays for judgment and relief as follows:

- 14 1. That the Court determine that Causes of Action 1 through 6 may be maintained as
15 a Class Action;
- 16 2. That the Court determine that the attorneys appearing in the above-captioned case
17 may be named as Class Counsel;
- 18 3. For restitutionary and compensatory damages in an amount according to proof
19 and with interest thereon, including, but not limited to unpaid minimum, regular,
20 overtime, and/or double-time wages;
- 21 4. That DEFENDANTS be found to have violated the California Labor Code and
22 any applicable Wage Order as alleged herein;
- 23 5. That DEFENDANTS be found to have engaged in unfair competition in violation
24 of California Business and Professions Code section 17200 *et seq.*;
- 25 6. For restitution to PLAINTIFF and the Class Members for their acts of unfair
26 competition, by disgorgement of their wrongfully obtained revenues, earnings,
27

profits, compensation, and benefits pursuant to California Business and Professions Code sections 17203 and 17204;

7. That DEFENDANTS be enjoined from continuing the unlawful course of conduct alleged herein;

8. That DEFENDANTS be enjoined from further acts of unfair competition in violation of the California Business and Professions Code section 17200 *et seq.*;

9. That DEFENDANTS be enjoined from further acts of restraint of trade;

10. That DEFENDANTS be ordered to pay penalties for the non-payment of wages to PLAINTIFF and the Class Members in accordance with California Business and Professions Code section 17202;

11. For penalties pursuant to Labor Code section 2699 on behalf of PLAINTIFF and all other current and former aggrieved employees of DEFENDANT;

12. For an award of costs of suit and reasonable attorney fees;

13. For punitive and exemplary damages according to proof at trial;

14. For interest at the maximum legal rate on all sums awarded;

15. For reasonable costs of service under Code of Civil Procedure § 415.30(c); and

16. For such other and further relief as the Court deems just and proper.

JURY TRIAL DEMANDED

PLAINTIFF hereby demand trial by jury of all causes of action so triable.

Date: August 7, 2020

SUTTON HAGUE LAW CORPORATION, P.C.

By: 

S. BRETT SUTTON
Attorneys for Plaintiff
DANELLE EDWARDS

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

HEALTHCOMP, LLC., a California limited liability company; and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

DANELLE EDWARDS, an individual,

E-FILED
8/10/2020
Superior Court of California
County of Fresno
By: J. Nelson, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): B. F. Sisk Courthouse, 1130 O Street, Fresno, CA 93721

CASE NUMBER: (Número del Caso):

20CECG02338

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

S. Brett Sutton 143107, Sutton Hague Law Corporation, 5200 N. Palm Ave. Suite 203 Fresno, CA 93704

DATE:

(Fecha) 8/10/2020

Clerk, by

(Secretario)

J. Nelson

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date)

SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO Civil Unlimited Department, Central Division 1130 "O" Street Fresno, California 93724-0002 (559) 457-1900	<i>FOR COURT USE ONLY</i> 8/10/2020 Filed by Court
TITLE OF CASE: Danelle Edwards vs. HealthComp, LLC	
NOTICE OF CASE MANAGEMENT CONFERENCE AND ASSIGNMENT OF JUDGE FOR ALL PURPOSES	CASE NUMBER: 20CECG02338

To All Parties and their Attorneys of Record: S. Brett Sutton

This case has been assigned to **D Tyler Tharpe**, Judge for **all purposes**.
All future hearings will be scheduled before this assigned judge.

You are required to appear at a Case Management Conference on **12/17/2020** at **3:28 PM** in **Department 501** of the court located at 1130 "O" Street, **Fresno, California**.

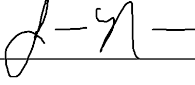
You must comply with the requirements set forth in Fresno Superior Court Local Rule Chapter 2.

Failure to appear at the conference may result in imposition of sanctions, waiver of jury trial, or other adverse consequences.

Defendants: Appearance at the Case Management Conference does not excuse you from having to file your response in proper legal form within 30 days after the Summons is served on you. You could lose the case if you do not file your response on time. If you do not know an attorney, and do not have one, you may call an attorney referral service or a legal aid office (*listed in the phone book*).

DECLARATION

I declare under penalty of perjury under the laws of the State of California that I gave a copy of the **Notice of Case Management and Assignment of Judge for All Purposes** to the person who presented this case for filing.

Date: 8/10/2020 Clerk, by Jamie Nelson  , Deputy

Alternative Dispute Resolution

Information Packet

Overview & History

Alternative Dispute Resolution (ADR) is an increasingly popular option that allows people to resolve disputes outside of court in a cooperative manner. ADR can be faster, cheaper, and less stressful than going to court. Most importantly, the use of ADR can provide greater satisfaction with the way disputes are resolved.

ADR has been gradually evolving within the Fresno Superior Court for the past several years. In 1999 the Court recognized a need for greater public access to dispute resolution for cases and established an ADR Department. This department assists parties by providing information regarding ADR processes and services.

Civil Standing Order Regarding ADR:

In 2006, a Case Management Conference (CMC) Standing Order 07-0628, was implemented requiring parties in general civil cases filed in Fresno County Superior Court to participate in ADR prior to trial. This order and supporting ADR forms can be found on the court's website, www.fresno.courts.ca.gov under the "Forms," section. Please note, participation in ADR does not eliminate the need for proper and timely filing of case documents, such as an Answer to Complaint.

Disputes

ADR techniques have been used successfully in a variety of disputes involving individuals, small and large businesses, government, and the general public. Various types of ADR processes are available depending on the nature of the dispute. Many types of conflict often lend themselves to an alternative and informal method of dispute resolution. Some examples of disputes often settled by ADR include but are not limited to:

- Business disputes- contracts, partnerships
- Property / Land use disputes- property transfers, boundaries, easements
- Family disputes – divorce, property, custody, visitation, support issues
- Consumer / Collection disputes- repairs, services, warranties, debts
- Employment disputes- employment contracts, terminations
- Landlord/tenant disputes- evictions, rent, repairs, security deposits
- Neighborhood disputes / Relational disputes or other civil or personal conflicts
- Personal Injury / Insurance disputes- accidents, coverage, liability

Processes:

The most common forms of ADR are Mediation, Arbitration, and Case Evaluation. In most ADR processes, a trained, impartial person decides or helps the parties reach resolution of their dispute together. The persons are neutrals who are normally chosen by the disputing parties or by the court. Neutrals can often

help parties resolve disputes without having to go to court or trial. Below is a description of commonly used processes:

Mediation

In mediation, the mediator (a neutral) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute will be resolved, the parties do. It is a cooperative process guided by the mediator to create an agreement that addresses each person's interests. Mediation often leads to better communication between the parties and lasting resolutions. It is particularly effective when parties have a continuing relationship, such as neighbors or businesses. It also is very effective where personal feelings are getting in the way of a resolution. Mediation normally gives the parties a chance to express their concerns in a voluntary and confidential process while working towards a resolution. The mediation process is commonly used for most civil case types and can provide the greatest level of flexibility for parties.

Arbitration

In arbitration, the arbitrator (a neutral) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. This is very different from mediation whereby the mediator helps the parties reach their own resolution. Arbitration is generally quicker, less expensive and less formal than a lawsuit. An arbitrator can often hear a case in a matter of hours rather than days in a trial. This is because the evidence can be submitted by documents rather than by testimony.

1. **Binding Arbitration:** Usually conducted by a private arbitrator, this process takes place outside of the court. "Binding" means that the arbitrator's decision (award) is final and there will not be a trial or an opportunity to appeal the decision.
2. **Non-Binding Arbitration:** May be ordered through the court (Judicial Arbitration) or conducted privately. In this process, the arbitrator's decision is "not binding." This means that if a party is not satisfied with the decision of the arbitrator, they can file a request for trial with the court within a specified time. However, depending on the process if that party does not receive a more favorable result at trial, they may have to pay a penalty.

Case Evaluation

In case evaluation, the evaluator (a neutral) gives an opinion on the strengths and weaknesses of each party's evidence and arguments. Each party gets a chance to present their case and hear the other side. This may lead to a settlement, or at the least, help the parties prepare to resolve the dispute later. Case evaluation, like mediation, can come early in the dispute and save time and money. The case evaluation process is most effective when parties have an unrealistic view of the dispute, need outside assistance in determining case value, and have technical or procedural questions to be worked out. This process is sometimes used in combination with mediation or arbitration.

ADR Agreements:

Agreements reached through ADR are normally put into writing and can become binding contracts that are enforceable in court. Parties may choose to seek the advice of an attorney as to your legal rights and other matters relating to the dispute before finalizing any agreement.

ADR Process Selection & Information:

There are several other types of ADR. Some of these include Conciliation, Settlement Conference, Fact Finding, Mini-Trial, Victim Offender Conferencing, and Summary Jury Trial. Sometimes parties will try a combination of ADR types. The important thing is to find the type of ADR that is most likely to resolve the dispute. Contact the ADR department staff for assistance for additional information and referral to services appropriate for each specific case.

Advantages & Disadvantages of ADR:

Advantages

- Often quicker than going to trial, a dispute may be resolved in a matter of days or weeks instead of months or years.
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- Permits more participation and empowerment, allowing the parties the opportunity to tell their side of the story and have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing the parties to work together with the neutral to resolve the dispute and mutually agree to a remedy.
- Often less stressful than litigation. Most people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve disputes instead of filing a lawsuit. Even after a lawsuit has been filed, the court can refer the dispute to a neutral before the lawsuit becomes costly. ADR is even used to resolve disputes after trial, when the result is appealed.

Disadvantages

- ADR may not be suitable for every dispute.
- If the ADR process is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services. If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs, such as attorney's fees and expert fees.
 - Lawsuits must be brought within specified periods of time, known as Statutes of Limitations. Parties must be careful not to let a Statute of Limitation run while a dispute is in an ADR process

Neutral Selection:

The selection of a neutral is an important decision. Please note that currently there is no legal requirement that the neutral be licensed or hold any particular certificate. However, many programs and the Court have established qualification requirements and standards of conduct for their neutral panels.

Mediation Services Offered by Fresno County Superior Court

Mediation Practitioner Panel:

Fresno County Superior Court, Alternative Dispute Resolution (ADR) Department maintains a fee-for-service Mediation Panel as a public service for court litigants and the community. Those listed have met the Court's eligibility requirements and have agreed to abide by the Court's professional standards of conduct in order to participate as a panel member. The panel list can be found on the Court's website under the Alternative Dispute Resolution link,

www.fresno.courts.ca.gov/alternative_dispute_resolution/Mediator

Free / Low Cost ADR Service Options

For cases involving self-represented litigants or those unable to afford a private mediator, the court contracts with the following organization to provide free or low cost mediation services through Dispute Resolution Program Act (DRPA) funding.

- **Better Business Bureau Mediation Center-** *This organization provides mediation for family law property disputes, small claims, landlord / tenant, business, consumer/ merchant, harassment, and neighborhood disputes. For more information about their services go to* www.mediationservicesbybbb.org

2600 W. Shaw Lane
Fresno, CA 93711
559.256.6300 (phone)
800.675.8118, ext. 300 (toll free)

For more information, go to www.fresno.courts.ca.gov/alternative_dispute_resolution or contact:

Mari Henson, Administrator
1130 "O" Street, Fresno, CA. 93724
TEL (559) 457-1908, FAX (559) 457-1691
mhenson@fresno.courts.ca.gov

Camille Valentine, Asst. Administrator
1130 "O" Street, Fresno. CA. 93724
TEL (559) 457-1909, FAX (559) 457-1691
cvalentine@fresno.courts.ca.gov

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):	FOR COURT USE ONLY
TELEPHONE NO: FAX NO: ATTORNEY FOR (Name):	
SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO 1130 "O" Street Fresno, California 93724-0002 (559) 457-1909	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
STIPULATION REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER:

The parties stipulate that they will engage in the following Alternative Dispute Resolution (ADR) process:

☐ Mediation ☐ Arbitration ☐ Neutral Case Evaluation ☐ Other _____

The parties further stipulate that _____ has been selected as the mediator/arbitrator/neutral.

Address: _____
City, State, Zip _____
Phone Number: () _____

The parties acknowledge that they shall engage in some form of Alternative Dispute Resolution (ADR). The Alternative Dispute Resolution (ADR) must be completed within **180 days** after the Case Management Conference or prior to the Mandatory Settlement Conference, whichever is earlier, unless given prior approval by the court to continue the date.

Parties will be required to file an **Alternative Dispute Resolution (ADR) Status Report at least 10 court days prior** to the Mandatory Settlement Conference. Failure to do so may result in sanctions at an Order to Show Cause (OSC) hearing set by the court.

_____	_____	_____
Date	Type or Print Name	Signature of Party or Attorney for Party
_____	_____	_____
Date	Type or Print Name	Signature of Party or Attorney for Party
_____	_____	_____
Date	Type or Print Name	Signature of Party or Attorney for Party
_____	_____	_____
Date	Type or Print Name	Signature of Party or Attorney for Party

☐ Additional signatures on Stipulation Regarding Alternative Dispute Resolution (ADR) Attachment

SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO 1130 "O" Street Fresno, California 93724-0002 (559) 457-1909	<i>FOR COURT USE ONLY</i>
CASE TITLE:	
STIPULATION REGARDING ALTERNATIVE DISPUTE RESOLUTION (ADR) ATTACHMENT	CASE NUMBER:

_____	_____	_____
Date	Type or Print Name	Signature of Party or Attorney for Party
_____	_____	_____
Date	Type or Print Name	Signature of Party or Attorney for Party
_____	_____	_____
Date	Type or Print Name	Signature of Party or Attorney for Party
_____	_____	_____
Date	Type or Print Name	Signature of Party or Attorney for Party
_____	_____	_____
Date	Type or Print Name	Signature of Party or Attorney for Party
_____	_____	_____
Date	Type or Print Name	Signature of Party or Attorney for Party

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):	FOR COURT USE ONLY
TELEPHONE NO: FAX NO: ATTORNEY FOR (Name):	
SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO 1130 "O" Street Fresno, California 93724-0002 (559) 457-1909	
PLAINTIFF/PETITIONER:	
DEFENDANT/RESPONDENT:	
ALTERNATIVE DISPUTE RESOLUTION STATUS REPORT (ADR)	CASE NUMBER:

Type of Civil Case:

☐ Personal Injury – Property Damage/Auto ☐ Personal Injury – Property Damage ☐ Contract ☐ Other _____

Date Complaint Filed: _____

Amount in controversy:

☐ \$0 to \$25,000 ☐ \$25,000 to \$50,000 ☐ \$50,000 to \$100,000 ☐ Over \$100,000.00 (specify) _____

Date of Alternative Dispute Resolution (ADR) Conference: _____

Name, address, and telephone number of person who conducted the Alternative Dispute Resolution (ADR) Conference:

Case resolved by Alternative Dispute Resolution:

☐ Yes (proper filing of a **Notice of Settlement** or **Dismissal** form is required by clerk's office)

☐ No Reason: _____

Alternative Dispute Resolution process concluded:

☐ Yes

☐ No Reason for delay: _____

Next scheduled hearing date: _____

Type of resolution process used:

☐ Mediation ☐ Arbitration ☐ Neutral Case Evaluation ☐ Other (specify): _____

Case was resolved by:

☐ Direct Result of ADR Process ☐ Indirect Result of ADR Process ☐ Resolution was unrelated to ADR Process

If case went through ADR and resolved, estimate the closest dollar amount that was saved in attorney fees and/or expert witness fees by participating in the process.

☐ \$0 ☐ \$250 ☐ \$500 ☐ \$750 ☐ \$1,000 ☐ More than \$1,000 (specify) _____

If case went through ADR and did not resolve, estimate the closest dollar amount of additional costs incurred due to participation in the ADR process.

☐ \$0 ☐ \$250 ☐ \$500 ☐ \$750 ☐ \$1,000 ☐ More than \$1,000 (specify) _____

Case Number:

Check the closest estimated number of court days you saved in motions, hearings, conferences, trials, etc. as a direct result of this case being referred to this dispute resolution process:

☐ 0 Days ☐ 1 Day ☐ More than 1 day (specify) _____

If the dispute resolution process caused an increase in court time for this case, please check the estimated number of additional court days:

☐ 0 Days ☐ 1 Day ☐ More than 1 day (specify) _____

I would be willing to use the dispute resolution process again:

☐ Yes ☐ No

Please provide any additional comments below regarding your experience with the ADR process:

PROOF OF SERVICE

My business address is **5200 N. Palm Ave., Suite 203, Fresno, California 93704**. I am employed in Fresno, California. I am over the age of 18 years and am not a party to this case.

On the date indicated below, I served the foregoing document(s) described as:

- | | |
|----------------------------------|---|
| 1. CIVIL CASE COVER SHEET | 4. NOTICE OF CMC AND ASSIGNMENT OF JUDGE |
| 2. COMPLAINT | 5. ADR PACKET |
| 3. SUMMONS | |

on all interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

CT Corporation System
Agent for Service of Process:
HealthComp, LLC
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

____ (BY FIRST CLASS MAIL) I am readily familiar with the business' practice for collection and processing of correspondence for mailing, and that correspondence, with postage thereon fully prepaid, will be deposited with the United States Postal Service on the date noted below in the ordinary course of business, at Fresno, California.

____ (BY EMAIL) Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic services address.

 X (BY PERSONAL SERVICE) I caused such envelopes to be delivered by hand to the office(s) of the addressee(s).

____ (BY OVERNIGHT MAIL) I am readily familiar with the business' practice for collection and processing of correspondence for mailing, and that correspondence will be deposited with an overnight carrier on the date noted below in the ordinary course of business, in accordance with the overnight carrier's method for billing for same, and before the last scheduled pick-up time, at Fresno, California.

EXECUTED on August 12, 2020, at Fresno, California.

 X (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Kelsey Sutton