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behalf of other aggrieved employees of Defendants in the State
of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

TARA GLINA,
Plaintiff,

vs.

WILSEY ASSET MANAGEMENT, INC., a
California corporation; and BRENT
WILSEY, an individual, and DOES 1 to 50
inclusive,

Defendants.

CASE NO.37-2020-00030289-CU-WT-CTL

**FIRST AMENDED COMPLAINT
FOR:**

- 1. WRONGFUL
TERMINATION IN
VIOLATION OF PUBLIC
POLICY;**
- 2. VIOLATION OF LABOR
CODE § 98.6;**
- 3. VIOLATION OF LABOR
CODE § 6310;**
- 4. HARASSMENT (FEHA);**
- 5. RETALIATION (FEHA
and LABOR CODE §
1102.5);**
- 6. FAILURE TO PREVENT
HARASSMENT (FEHA);**
- 7. EMPLOYMENT
DISCRIMINATION (FEHA
and Violation of Cal. Gov. Code
§§ 12940 *et seq*)**
- 8. FAILURE TO PAY
OVERTIME WAGES (Labor
Code §§ 510, 1194 and 1198 and
Applicable Wage Order);**
- 9. UNPAID MEAL PERIOD
WAGES (Labor Code §§ 226.7,
512 and Applicable Wage
Order);**
- 10. UNPAID REST PERIOD
WAGES (Labor Code § 226.7
and Applicable Wage Order);**

11. FAILURE TO REIMBURSE BUSINESS EXPENSES;
12. FAILURE TO PAY ALL WAGES DUE AT TIME OF DISCHARGE (Labor Code §§ 201- 203);
13. FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (Labor Code § 226);
14. UNFAIR COMPETITION (Bus. & Prof. Code § 17200 et seq.);
15. PRIVATE ATTORNEYS GENERAL ACT PENALTIES (Labor Code § 2698 et seq.).

[JURY TRIAL DEMANDED]

COMES now Plaintiff TARA GLINA who, on behalf of herself and all other aggrieved employees, by and through her counsel, hereby files this Complaint against Defendants, WILSEY ASSET MANAGEMENT, INC., BRENT WILSEY, and DOES 1 to 50, inclusive, and each of them, and complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this individual action against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders, the California Business & Professions Code, as well as for the wrongful termination of her employment due to Defendants’ refusal to comply with governmental instructions related to the safe operation of the workplace during the COVID-19 pandemic. Plaintiff also alleges an ongoing pattern of sexual harassment and gender discrimination, which are violations of the California *Fair Employment and Housing Act* (“FEHA”).

2. Plaintiff also brings this representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. (“PAGA”) against Defendants for engaging in a pattern of wage and hour violations under the California Labor Code and the applicable IWC Wage Order. Plaintiff brings this action on behalf of all other current and former employees of Defendants in the State of California who have suffered at least one of the Labor

Code violations described herein during the applicable relevant time period (hereinafter “aggrieved employees”).

3. Plaintiff is informed and believes, and on that basis alleges, that Defendants decreased their employment-related costs by systematically violating California wage and hour laws and engaging in unlawful and unfair business practices.

4. Defendants’ systematic pattern of Labor Code and IWC Wage Order violations toward Plaintiff include, but are not limited to: Failure to pay all overtime wages, failure to pay all minimum and regular wages for all hours worked; failure to provide a first off-duty meal period of at least 30-minutes before the commencement of the sixth hour of work, failure to authorize and permit off-duty paid rest periods, failure to reimburse business expenses, failure to timely pay all earned wages due upon separation of employment, and failure to provide accurate itemized wage statements.

THE PARTIES

5. Plaintiff TARA GLINA (hereinafter “Plaintiff”), is a natural person who is, and at all relevant times was, a resident of San Diego County, California.

6. Plaintiff is an “aggrieved employee” within the meaning of Labor Code § 2699(c) because she was employed by Defendants and has suffered one or more of the Labor Code violations committed by Defendants.

7. At all relevant times, Plaintiff and, on information and belief, other aggrieved employees of Defendants in California, were subject to the same policies, practices, and procedures governing their employment and their payment of wages and hours worked.

8. Plaintiff is informed and believes, and based thereon alleges, Defendant WILSEY ASSET MANAGEMENT, INC. (hereinafter “Defendant” or “WAM”), is and at all times mentioned herein was, a California corporation authorized to do business in the State of California and an entity subject to suit under the California Fair Employment and Housing Act, California Government Code, Section 12900 *et seq* (hereinafter “FEHA”). Defendant WILSEY ASSET

1 MANAGEMENT, INC. employs numerous individuals in the State of California, including
2 Plaintiff and other aggrieved employees.

3 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant
4 BRENT WILSEY (hereinafter “WILSEY”) is, and at all times mentioned herein was, an individual
5 residing in the County of San Diego in the State of California. At all relevant times mentioned
6 herein, WILSEY was the President of WAM, and, formerly, Plaintiff’s direct supervisor.

7 10. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein
8 as DOES 1 through 20 and therefore sue these Defendants by such fictitious names. Plaintiff will
9 amend this complaint to allege their true names and capacities when they are ascertained. Plaintiff
10 is informed and believes and thereon alleges that each of these fictitiously named Defendants are
11 responsible in some manner for the occurrences herein alleged, and that Plaintiff’s injuries and
12 damages as herein alleged were directly, proximately and/or legally caused by Defendants.

13 11. Plaintiff is informed and believes and thereon alleges that each of the Defendants
14 herein were, at all times relevant to this action, the agent, employee, representing partner, or joint
15 venturer of the remaining Defendants and were acting within the course and scope of that
16 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
17 Defendants herein gave consent to, ratified, and authorized the acts alleged herein to each of the
18 remaining Defendants.

19 12. Defendants WAM and WILSEY, and DOES 1 through 50 are hereinafter
20 collectively referred to as “Defendants” and each individually as a “Defendant.”

21 **JURISDICTION & VENUE**

22 13. The unlawful employment practices complained of herein occurred in San Diego
23 County, California.

24 14. This Court has jurisdiction over Plaintiff’s claims, which are brought under, *inter*
25 *alia*, the FEHA (Gov. Code § 12940(a)), the California Labor Code, and California Business and
26 Professions Code.

27 15. Plaintiff filed a timely charge of discrimination with the California Department of
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1 Fair Employment and Housing (hereafter “DFEH”) against Defendants, and each of them, and
2 thereafter received an authorization to file this civil action.

3 **FACTUAL BACKGROUND**

4 16. Plaintiff re-alleges and incorporates by reference each allegation contained in the
5 preceding paragraphs as though fully set forth herein.

6 17. This action involves a series of harmful acts and omissions by Defendants, and each
7 of them, against Plaintiff and, on information and belief, other aggrieved employees of Defendants.
8 The factual allegations set forth hereinafter are made for the sole purpose of stating causes of action
9 against Defendants, and each of them, and are not intended to be an inclusive list of all of the
10 harmful acts and omissions performed by Defendants, and each of them, against Plaintiff and, on
11 information and belief, other aggrieved employees of Defendants.

12 18. On February 9, 2009, Plaintiff commenced employment with WAM. In or around
13 April 2012, Plaintiff separated from her employment with Defendants, and was subsequently re-
14 hired in or around November 2013. At all times throughout her employment with Defendants,
15 Plaintiff reported directly to or was otherwise supervised by WILSEY.

16 19. Plaintiff received numerous commendations for her work, including from WILSEY,
17 over the course of her years of employment by WAM.

18 20. In or around 2018, Plaintiff was promoted to Vice President of Information. Plaintiff
19 became responsible for conducting trades on behalf of Defendants and drafting stock and
20 performance analyses and client reports.

21 21. In or around February 2019, Plaintiff received a pay raise.

22 22. At the time of her termination on July 16, 2020, Plaintiff earned an annual salary of
23 eighty-six thousand dollars (\$86,000), in addition to all other full-time employment-related
24 benefits.

25 ***Sexual Harassment and Gender-based Discrimination***

26 23. Plaintiff was subjected to severe and pervasive sexual harassment and gender
27 discrimination by Defendants that included, but was not limited to, the following:
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1 A. WILSEY regularly engaged in harassing and demeaning behavior toward
2 Plaintiff, making Plaintiff feel very anxious and uncomfortable at work.

3 Examples include:

- 4 a. While at the WAM office, WILSEY gifted Plaintiff with a pair of
5 pantyhose, which he encouraged Plaintiff to wear. Upon further
6 inspection, Plaintiff was sickened to discover that WILSEY gave her
7 lacey, thigh-high lingerie stockings. Plaintiff felt WILSEY's gift was
8 completely inappropriate.
- 9 b. During a lunch meeting with Plaintiff, WILSEY suggested that he and
10 Plaintiff get a hotel room together. Blindsided and uncomfortable,
11 Plaintiff immediately declined. During the next workday, WILSEY
12 stated that he was worried that Plaintiff would not return to work given
13 his inappropriate conduct.
- 14 c. WILSEY offered to subsidize an apartment for Plaintiff located near the
15 WAM office. Although WILSEY pitched the offer as a way for Plaintiff
16 to be closer to the WAM office, during a tour of the apartment, WILSEY
17 commented that he looked forward to coming over to Plaintiff's
18 apartment for "happy hour," which made Plaintiff uncomfortable.
19 Plaintiff declined WILSEY's offer.
- 20 d. WILSEY engaged in a pattern of inappropriate non-work
21 communications with Plaintiff, including via phone calls and text
22 messages, suggesting, *inter alia*, that Plaintiff stay at his home, travel
23 with him to Palm Springs, and go shopping together, on a one-on-one
24 basis. Plaintiff declined WILSEY's offers, which were inappropriate
25 given their professional relationship. When Plaintiff ignored or did not
26 immediately respond to WILSEY's communications, he become hostile
27 and angry with Plaintiff.
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1 e. WILSEY used Plaintiff's and other female employees' photographs in
2 his personal social media posts and comments, without their knowledge
3 or consent. When Plaintiff discovered this, she complained to WILSEY
4 and requested that he cease using her photographs on his personal social
5 media posts and/or obtain her consent to do so. In response, WILSEY
6 accused Plaintiff of not being a "team player."

7 f. During a housewarming party attended by Plaintiff and other WAM
8 employees, a photographer hired by WILSEY took group photographs
9 of the WAM employees, including Plaintiff. The photographer loudly
10 instructed Plaintiff to stick out her chest and buttocks in a sexual way for
11 the photographs. Plaintiff was humiliated in front of her co-workers and
12 WAM clients. She declined to do so. And rather than scold the
13 photographer for the inappropriate comments, WILSEY ratified them;
14 indeed he laughed at the inappropriate suggestions in front of Plaintiff
15 and her co-workers.

16 B. WILSEY repeatedly made sexually-charged, discriminatory, harassing, and
17 demeaning comments regarding Plaintiff's work attire and appearance, which
18 were inappropriate, unwelcomed, and unwanted. Examples include:

19 a. In or around Spring 2018, WILSEY commented on Plaintiff's hair,
20 stating that Plaintiff had "JBF" hair, which WILSEY intended Plaintiff
21 to understand as an acronym for "just been fucked" hair.

22 b. On more than one occasion, including in December 2019, WILSEY
23 referred to Plaintiff's shoes as "fuck me" heels.

24 c. On April 15, 2020, WILSEY questioned if Plaintiff was "ok" because
25 she wore pants to work. Plaintiff was confused, and WILSEY clarified
26 that he liked Plaintiff to wear skirts at work, and bizarrely asked if she
27 had begun to more frequently wear pants to work because of some
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1 dissatisfaction about her job. Plaintiff was shocked and horrified at
2 WILSEY's discriminatory and harassing comments regarding her
3 physical appearance and work attire. On information and belief, he did
4 not comment on the attire of male employees like this.

5 C. As a woman, who WILSEY objectified, pursued in an inappropriate and
6 unwanted way, and harassed, Plaintiff was held to a different standard and
7 treated differently than her male colleagues with respect to the terms, conditions,
8 and benefits of employment.

9 D. WILSEY permitted and even encouraged WAM's clients to engage in similar
10 inappropriate and harassing conduct toward his female employees, including
11 Plaintiff. WAM's clients made demeaning references to female employees'
12 physical appearances. WILSEY participated in these discussions, often labeled
13 his female employees "sexy," and encouraged a discriminatory workplace
14 culture among WAM employees and clients alike.

15 24. On April 15, 2020, Plaintiff complained, as she often did, to Eladia Medin (hereafter
16 "MEDIN"), Vice President of Operations, regarding WILSEY's behavior. On this occasion, she
17 complained about WILSEY's comment that he preferred Plaintiff to wear skirts in the office. In
18 response to Plaintiff's complaint, MEDIN referred to WILSEY as a "num nut" and described his
19 statement as "a stupid comment that has no place at work." Plaintiff expressed to MEDIN, a
20 supervisor, that WILSEY made her uncomfortable, but told MEDIN that she did not want to make
21 a big deal out of WILSEY's inappropriate conduct because he was WAM's President.

22 25. Plaintiff is informed and believes, and based thereon alleges, that WAM did not take
23 her complaints seriously or investigate them. Further, Plaintiff is informed and believes, and based
24 thereon alleges, that WAM failed to take appropriate corrective action to protect Plaintiff.

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COVID-19 Workplace Safety Violations

26. Beginning in or around mid-March 2020, the state of California and the County of San Diego (hereafter the “County”) issued various public health orders in connection with the coronavirus (hereafter “COVID-19”) pandemic, including workplace safety requirements.

27. On March 16, 2020, the County issued a public health order stating, “All businesses shall enact social distancing, increased sanitation standards, and shall make every effort to use telecommuting for its workforce.” Thus, San Diego county businesses, like WAM, were required to cease physical operations and implement remote operations, social distancing, and sanitation requirements in the workplace.

28. However, WILSEY was outspoken regarding his belief that COVID-19 is a “hoax,” a view which he repeated during television appearances and on social media. WILSEY regularly stated that he would take COVID-19 seriously “when one million people die” and refused to implement any of the County’s required workplace safety protocols at WAM.

29. On March 19, 2020, California Governor Gavin Newsom issued a state-wide Stay-at-Home order. As part of Governor Newsom’s Stay-at-Home order, all non-essential office businesses, including WAM, an investment advisory firm, were ordered to cease physical operations and conduct work remotely.

30. That same day, WILSEY called an impromptu in-person staff meeting and unilaterally declared, without explanation, that WAM was an “essential” business and that business would continue as usual. Defendants did not acknowledge any of the state and local legal requirements pertaining to remote operations. Approximately seven (7) employees were present during the meeting, did not wear face coverings, and were unable to socially distance due to the room’s size.

31. In reality, WAM did not meet the legal criteria for an “essential business” and was operating unlawfully. Plaintiff is informed and believes, and based thereon alleges, that Defendants did not review applicable regulatory criteria for an “essential business” prior to WILSEY’s

1 announcement. At a minimum, Defendants were required to conduct operations remotely to the
2 greatest extent possible in accordance with County public health orders, which it failed to do.

3 32. Furthermore, Plaintiff is informed and believes, and based thereon alleges that,
4 nearly all aspects of WAM's business operations could be conducted remotely, without issue.

5 33. At all times mentioned herein, Defendants required its employees, including
6 Plaintiff, to report to WAM's office. Defendants did not require employees or visitors to wear face
7 coverings in the workplace, it had no office sanitation protocols, social distancing was not
8 practiced, and Defendants, including WILSEY, conducted regular in-person client meetings, all in
9 direct, intentional violation of state and local law, and the public policy of the State of California.

10 34. Moreover, WILSEY bragged to Plaintiff and other WAM employees about his and
11 WAM's blatant failure and refusal to follow state and local COVID-19 public health orders
12 regarding required workplace safety protocols. As President of WAM, WILSEY's statements and
13 unlawful working conditions were distressing to Plaintiff, which she reported to Defendants, to no
14 avail.

15 35. Given Defendants' ongoing failure and refusal to implement COVID-19 workplace
16 safety protocols, Plaintiff used tape to demarcate social distancing requirements around her
17 personal office, to no avail. WILSEY intentionally ignored Plaintiff's social distancing efforts and
18 demanded to stand near Plaintiff while present in her office. Similarly, when Plaintiff wore a face
19 covering in the office, WILSEY openly mocked Plaintiff.

20 36. In or around mid-March 2020, Plaintiff complained to WILSEY regarding her
21 unlawful working conditions, specifically the complete absence of legally required COVID-19
22 workplace safety protocols. With callous disregard, WILSEY was dismissive of Plaintiff and
23 referred to himself as a "rebel," in reference to his refusal to implement mandatory workplace safety
24 precautions.

25 37. Plaintiff is informed and believes, and based thereon alleges, that WAM did not take
26 her complaints seriously or investigate them. Further, Plaintiff is informed and believes, and based
27 thereon alleges, that WAM failed to take appropriate corrective action to protect Plaintiff.
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1 38. On April 30, 2020, Plaintiff provided WILSEY and MEDIN with a copy of the
2 County's public health order regarding COVID-19 face covering requirements, which were
3 required to be worn in the workplace. WAM ignored Plaintiff and refused to require its workers to
4 wear face coverings in the workplace in violation of state and local law.

5 39. In or around early May 2020, WILSEY called Plaintiff into his office and announced
6 that she received a \$500.00 bonus. Plaintiff thanked WILSEY for the bonus, but WILSEY stated
7 that MEDIN had hugged him and pointed out that Plaintiff "wouldn't want to" do the same, in
8 reference to Plaintiff's COVID-19 concerns. Plaintiff was uncomfortable but felt pressured by
9 WILSEY to hug.

10 40. On or around May 8, 2020, WILSEY hosted an employee birthday party in WAM's
11 conference room. Employees were expected by WAM to attend. Plaintiff felt pressured to attend.
12 Face coverings were not worn. Although Plaintiff attempted to socially distance herself from others,
13 social distancing was impossible due to the room's size.

14 41. On May 15, 2020, Plaintiff again provided WILSEY with a copy of the County's
15 updated public health orders regarding COVID-19 workplace safety requirements.

16 42. That same day, a WAM client specifically asked Plaintiff how she felt about WAM's
17 requirement that employees report to the office during the COVID-19 pandemic. Plaintiff was
18 honest about her workplace safety concerns, WILSEY's ongoing failure and refusal to protect the
19 health and safety of his employees, and WAM's refusal to provide remote work to its employees
20 in violation of state and local law. Once the meeting with Plaintiff concluded, the client met
21 privately with WILSEY.

22 43. Immediately after the client meeting, WILSEY called Plaintiff into his office and
23 questioned why Plaintiff continued to provide him with copies of County public health orders
24 regarding workplace safety requirements. Plaintiff directly and specifically, once again, protested
25 her unlawful working conditions and complained to WILSEY that WAM should follow the law
26 and implement applicable COVID-19 workplace safety guidance to protect the health and safety of
27 its employees, to no avail. WILSEY repeated his belief that COVID-19 is a "hoax," compared it to
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1 the equivalent of the flu, and claimed that, if Plaintiff washed her hands, she would not be infected.
2 However, WILSEY finally authorized Plaintiff to work remotely, which she was required to do
3 under state and local law.

4 44. Thereafter, Plaintiff successfully worked remotely, without issue. Indeed, her
5 productivity increased, and she was able to meet all her work expectations and goals. All other
6 WAM employees were required to report to the office.

7 ***Retaliation against Plaintiff***

8 45. Following her pandemic-related complaints to Defendants, WILSEY engaged in a
9 pattern of conduct intended to force Plaintiff to return to the unlawful workplace, by threatening
10 her, marginalizing her, and diverting her work to others.

11 46. Despite meeting all her work duties and responsibilities, after Plaintiff insisted on
12 working from home, WILSEY began to scrutinize Plaintiff's work and impose arduous new record
13 keeping requirements upon Plaintiff. For example, on May 18, 2020, WILSEY demanded that
14 Plaintiff send him an hour-by-hour breakdown of her work on a daily basis, which took Plaintiff
15 significant time to complete. By contrast, Plaintiff's colleagues who worked in the office were not
16 subject to this level of scrutiny by WILSEY.

17 47. Plaintiff was subjected to retaliation by WILSEY in the form of new but unfounded
18 criticism and accusations about her work performance. On June 1, 2020, WILSEY sent Plaintiff a
19 text message that he would see Plaintiff "in the office" that day. WILSEY stated then that Plaintiff
20 was no longer permitted to work remotely because it purportedly was "not working out very well"
21 and accused Plaintiff of making it "difficult" for other employees who worked in the office because
22 Plaintiff was "not there." At no time did Defendants ever notify Plaintiff of any issues related to
23 her work performance. Moreover, by law, Plaintiff was *required* to work remotely. In response to
24 WILSEY's demand, Plaintiff asked if WAM employees were required to wear face coverings in
25 the office, and WILSEY stated "no." Although WILSEY acknowledged that he could not force
26 Plaintiff to come into the office because of the "stupid rules," he accused Plaintiff of ruining their
27 "relationship and trust" due to her request for authorization to work from home.
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1 48. WILSEY undermined Plaintiff's job performance and set her up for failure.
2 WILSEY ignored Plaintiff and refused to provide her with certain information necessary to perform
3 her job duties. On information and belief, WILSEY was hostile toward at least one other female
4 employee, Rachelle Marinas, Marketing Manager, who had requested temporary remote work
5 pending the results of her COVID-19 test. On information and belief, WILSEY ignored all Ms.
6 Marinas' work-related messages until she returned to the office.

7 49. On June 12, 2020, WILSEY notified Plaintiff that her physical office was re-
8 assigned to his son, Chase Wilsey, Vice President, because Plaintiff was "not coming in any
9 longer." It was made clear by WILSEY that Plaintiff was being punished and retaliated against
10 because of her workplace safety complaints. She pleaded, "Don't punish me for doing the right
11 thing" and reminded WILSEY that she was committed to her employment with WAM, specifically,
12 Plaintiff used her personal laptop, phone, and internet to perform her work, without any
13 reimbursement from Defendants, in violation of the California Labor Code.

14 50. The pattern of retaliation, however, continued. WILSEY slowly removed Plaintiff's
15 job duties and responsibilities. On June 16, 2020, WILSEY notified Plaintiff that her LastPass
16 administrator duties were reassigned to Brianna Adams, Office Coordinator, without explanation.
17 Plaintiff feared that Defendants were pushing her out of her employment with WAM. As set forth
18 below, Plaintiff's fears were warranted.

19 51. On July 12, 2020, Plaintiff sent WILSEY text messages regarding workplace safety
20 issues, and expressed regret that WILSEY's opinion of her, personally and professionally, had
21 changed because of her insistence on following the public policies of California during the
22 pandemic. WILSEY did not respond. Nevertheless, Plaintiff continued to meet or exceed all her
23 work goals and expectations while working from home.

24 52. Plaintiff is informed and believes, and based thereon alleges, that WAM did not take
25 her complaints seriously or investigate them. Further, Plaintiff is informed and believes, and based
26 thereon alleges, that WAM failed to take appropriate corrective action to protect Plaintiff from
27 ongoing retaliation and discrimination.
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1 53. By July 15, 2020, both WILSEY and MEDIN ceased all communications with
2 Plaintiff, causing her further stress.

3 54. On July 16, 2020, WILSEY instructed Plaintiff to attend a purported “operational
4 meeting.” It became clear to Plaintiff that Defendants planned to terminate her employment.
5 Plaintiff suffered a panic attack, which she reported to MEDIN. Plaintiff could not attend the
6 mandatory in-person meeting. Shortly thereafter, WILSEY and MEDIN telephoned Plaintiff and
7 fired her under the pretext of a position elimination allegedly due to the financial impact of the
8 COVID-19 pandemic.

9 55. Defendants failed to pay Plaintiff all wages due upon separation of her employment
10 and failed to reimburse Plaintiff for required business expenses in violation of the California Labor
11 Code.

12 56. On July 20, 2020, MEDIN notified Plaintiff that WILSEY would re-hire her as an
13 independent contractor. Plaintiff declined.

14 ***Wage and Hour Violations***

15 57. Defendants classified Plaintiff, and on information and belief, other aggrieved
16 employees as salaried, “exempt” employees. However, Plaintiff and, on information and belief,
17 other aggrieved employees, spent the majority of their work time preparing and conducting routine
18 trades at Defendants’ direction as well as drafting stock and performance analyses and client
19 reports, based on Defendants’ instructions. Plaintiff was not entrusted to exercise independent
20 judgment in carrying out her duties. Instead, as a functionary who took direction from WILSEY,
21 Plaintiff’s duties were dictated and monitored by WILSEY or otherwise based on his directives.
22 Plaintiff also did not have any managerial responsibilities. She had supervisory responsibilities over
23 no one. Nor did she have the authority to hire or fire other employees, or to make recommendations
24 concerning the hiring or firing of other employees. In sum, Defendants misclassified Plaintiff and,
25 on information and belief, other aggrieved employees and failed to compensate Plaintiff and, on
26 information and belief, other aggrieved employees for all hours actually worked, including
27 overtime work.
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1 58. At all times mentioned herein, Plaintiff and, on information and belief, other
2 aggrieved employees were nevertheless unlawfully misclassified by Defendants as being “exempt”
3 from California’s wage and hour laws, including those laws applicable to overtime wages and rest
4 and meal period breaks, as set forth herein. Defendants’ employees, including Plaintiff, did not
5 regularly exercise discretion and independent judgment in the performance of their job duties and
6 were not primarily engaged in exempt duties to qualify for the “Administrative Exemption” set
7 forth in IWC Wage Order No. 4, subsection 1(A)(2) or any other exemption set forth in IWC Wage
8 Order No. 4 in order to be properly classified as an “exempt” employee.

9 59. Subsection 1(A)(2)(f) of IWC Wage Order No. 4 mandates that, in order to qualify
10 for the “Administrative Exemption,” a person must be “primarily engaged in duties that meet the
11 test of the exemption.” This requires an examination of “the work actually performed by the
12 employee during the course of the workweek” as well as “the amount of time the employee spends
13 on such work, together with the employer’s realistic expectations and the realistic requirements of
14 the job, shall be considered in determining whether the employee satisfies this requirement.” At all
15 times relevant to this action, this requirement was not satisfied for Plaintiff and, on information and
16 belief, other aggrieved employees. Throughout her employment with Defendants, Plaintiff’s
17 principal duties consisted of implementing routine trades at Defendants’ direction, after Defendants
18 made the trading decision, pulling financial data across various software platforms, monitoring
19 stock prices, and compiling routine stock and performance analyses and client reports, all based on
20 Defendants’ formats and at Defendants’ instructions. Because WILSEY lacked the knowledge and
21 skills to complete trades electronically, Plaintiff was responsible for implementing trades on behalf
22 of Defendants, among many other tasks, that often required her to work outside of normal office
23 hours, including early mornings, evenings, weekends, and while Plaintiff was on approved
24 vacations. Upon completing the trades and her other work for Defendants, WILSEY then signed
25 off on the trades and reports because Plaintiff lacked the required credentials to do so. She spent
26 the majority of her working hours performing such tasks. Plaintiff’s duties did not relate directly to
27 WAM’s management policies or general business operations. Plaintiff did not have the authority to
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1 formulate policy or operating procedures. She did not have the authority to negotiate on behalf of
2 or bind WAM on significant matters. Instead, Plaintiff merely carried out the routine affairs of
3 WAM based on WILSEY's express instructions. These were not duties that qualify an employee
4 for the "Administrative Exemption" set forth in IWC Wage Order No. 4, subsection 1(A)(2) or any
5 other exemption criteria in IWC Wage Order No. 4 in order to be properly classified as an "exempt"
6 employee. (*See Bothell v. Phase Metrics, Inc.* (9th Cir. 2002) 299 F.3d 1120, 1125.) Therefore,
7 Plaintiff and, on information and belief, other aggrieved employees were at all times relevant to
8 this action unlawfully misclassified as "exempt" employees.

9 60. Throughout her employment with Defendants, and as a result, in part, of
10 Defendants' willful misclassification of Plaintiff and, on information and belief, other aggrieved
11 employees as "exempt" employees, Defendants have systematically maintained and uniformly
12 enforced policies and practices of: (1) requiring, suffering or permitting Plaintiff, and, on
13 information and belief, other aggrieved employees to work in excess of eight (8) hours in one
14 workday, twelve (12) hours in one workday, and forty (40) hours in one workweek, without paying
15 overtime compensation as and in the manner required by Labor Code § 510 and IWC Wage Order
16 No. 4, § 3; (2) failing to provide Plaintiff and, on information and belief, other aggrieved employees
17 with meal and rest periods as and in the manner required by Labor Code §§ 226.7 and 512 and IWC
18 Wage Order No. 4, §§ 11 and 12, and failing to pay Plaintiff and, on information and belief, other
19 aggrieved employees an additional hour's pay for each instance in which Defendants failed to
20 provide such meal and rest periods, as required by Labor Code §§ 226.7 and IWC Wage Order No.
21 4, §§ 11 and 12; (3) willfully failing to reimburse Plaintiff and, on information and belief, other
22 aggrieved employees for business expenses, including for usage of their personal cell phones,
23 computers, internet, and other required business equipment; (4) willfully failing to pay Plaintiff
24 and, on information and belief, other aggrieved employees all overtime and break period wages due
25 within the time period specified by California law when Plaintiff and, on information and belief,
26 other aggrieved employees, separated from employment, as and in the manner required by Labor
27 Code §§ 201 and 202; and (5) failing to provide Plaintiff and, on information and belief, other
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1 aggrieved employees with itemized wage statements containing all of the information required by
2 Labor Code § 226 and IWC Wage Order No. 4, § 7.

3 61. At all times relevant to this action, Defendants controlled the wages, hours, and
4 working conditions of Plaintiff and, on information and belief, other aggrieved employees.
5 Defendants set the respective rates of pay for the work performed and determined the method of
6 compensation. Defendants had exclusive control over the work activities of Plaintiff and, on
7 information and belief, other aggrieved employees and the tasks performed were for the benefit of
8 Defendants and an integral part of Defendants' regular business operations.

9 62. Under California law, employers, such as Defendants, are required to pay overtime
10 compensation to all employees performing work in California, per California Labor Code § 510
11 and the applicable IWC Wage Order, unless they are made exempt from California's overtime pay
12 requirements, in accordance with the applicable IWC Wage Orders.

13 63. Under California law, employers, such as Defendants, are also required to provide
14 meal and rest period breaks to all employees performing work in California, per California Labor
15 Code §§ 226.7 and 512 and the applicable IWC Wage Order, unless they are made exempt from
16 California's meal and rest break requirements.

17 64. At all times relevant to this action, Plaintiff and, on information and belief, other
18 aggrieved employees were not qualified for any exemption from California's wage and hour laws.

19 65. At all times relevant to this action, Plaintiff worked 40 hours per week, in
20 additional to regular overtime work, without proper compensation. Defendants also failed to
21 provide Plaintiff timely and/or uninterrupted meal and rest breaks and/or premium pay for missed,
22 late, and/or interrupted meal and rest periods.

23 66. At all times relevant to this action, Plaintiff and, on information and belief, other
24 aggrieved employees spent the majority of their work time performing routine tasks which did not
25 involve discretion or independent judgment. Therefore, Plaintiff and, on information and belief,
26 other aggrieved employees were at all times relevant to this action entitled to overtime
27 compensation for all overtime hours worked in addition to all meal and rest breaks required by law.
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1 67. For at least four years prior to the filing of this action and through the present,
2 Defendants wrongfully withheld from their employees, like Plaintiff, compensation (wages) for
3 time suffered and permitted to work, denied meal and/or rest break premiums, failed to provide
4 accurate itemized wage statements, failed to reimburse necessary business expenses, and failed to
5 timely pay wages (including overtime wages). Defendants systematically maintained and uniformly
6 enforced unlawful employment practices in violation of California wage and hour laws, including:

- 7 a. Failing to pay Plaintiff and, on information and belief, other aggrieved
8 employees for all overtime time worked pursuant to the California Labor Code
9 and applicable IWC Wage Orders;
- 10 b. Failing to provide Plaintiff and, on information and belief, other aggrieved
11 employees paid rest periods of at least ten minutes per four (4) hours worked or
12 major fraction thereof and failing to pay their one (1) hour of pay at their regular
13 rate of compensation for a rest period that was not provided, as required by
14 California law;
- 15 c. Failing to provide Plaintiff and, on information and belief, other aggrieved
16 employees meal periods of at least thirty (30) minutes for a work period of more
17 than five (5) hours, and additional meal periods of at least thirty (30) minutes
18 for a work period of more than ten (10) hours, and failing to pay their one (1)
19 hour of pay at their regular rate of compensation for a meal period that was not
20 provided, as required by California law;
- 21 d. Failing to provide Plaintiff and, on information and belief, other aggrieved
22 employees accurate itemized wage statements, as required by California law;
- 23 e. Failing to reimburse Plaintiff and, on information and belief, other aggrieved
24 employees for required business expenses, as required by California law;
- 25 f. Failing to pay Plaintiff and, on information and belief, other aggrieved
26 employees all wages due upon separation of employment; and
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g. Failing to pay Plaintiff and, on information and belief, other aggrieved employees statutory penalties pursuant to the California Labor Code.

68. On information and belief, and based thereupon, Plaintiff and, on information and belief, other aggrieved employees allege that Defendants were well aware that Plaintiff and, on information and belief, other aggrieved employees were not provided with the foregoing. Defendants' denial of wages and other compensation due to Plaintiff and, on information and belief, other aggrieved employees were willful and deliberate.

69. This action seeks recovery of wages and compensation due and owing to Plaintiff and, on information and belief, other aggrieved employees under California law for the maximum period allowed.

70. As a direct result of Defendant's unlawful and retaliatory conduct, Plaintiff has suffered significant economic damage, past and future, including but not limited to, lost wages and benefits, as well as lost business opportunities and contacts.

71. This action seeks recovery of wages and compensation due and owing to Plaintiff and the Aggrieved Employees under California law and for the maximum period allowed.

PRIVATE ATTORNEYS GENERAL ACT ("PAGA") ALLEGATIONS

72. The Causes of Action alleged herein are appropriately suited for a Labor Code Private Attorneys General Act of 2004 ("PAGA") action because:

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

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

1 75. Plaintiff is an “aggrieved employee” because she was employed by the alleged
2 violators and had one or more of the alleged violations committed against her;

3 76. Plaintiff satisfied the procedural requirements of § 2699.3 by serving the LWDA
4 electronically and Defendant WAM via Certified Mail with notice for wage and hour violations
5 and penalties, including the facts and theories to support each violation.

6 77. More than 65 calendar days have passed since Plaintiff served notice via Certified
7 Mail to the LWDA and Defendants. Therefore, Plaintiff satisfied all the administrative
8 requirements to pursue civil penalties against Defendants pursuant to Labor Code § 2698, et seq.

9 78. Plaintiff filed this action pursuant to Labor Code § 2699(a) and (f), on behalf of
10 herself and all other aggrieved employees of Defendants to recover civil penalties, including unpaid
11 wages, which are to be paid to the affected employees pursuant to Labor Code §§ 558 and 1197.1.

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

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

24 81. Plaintiff seeks to recover all applicable civil penalties under PAGA on behalf of
25 herself and all other aggrieved employees of Defendants in California, but only those civil penalties
26 that are required to be shared with the LWDA and no individual relief or underpaid wages.

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FIRST CAUSE OF ACTION

**Wrongful Termination in Violation of Public Policy
(By Plaintiff Individually Against WAM)**

82. Plaintiff incorporates by reference and re-alleges each and every preceding paragraph of this Complaint as though fully set forth herein.

83. California law prohibits an employer from terminating an employee in violation of fundamental public policies. California law maintains fundamental public policies prohibiting retaliation on the basis of any employee's complaint regarding their working conditions. These fundamental public policies are codified under, *inter alia*, the California Labor Code § 1102.5. In addition, Governor Newsom issued a statewide Stay-at-Home order, including directives that non-essential workers, like Plaintiff, work from home as a public health measure to slow the spread of COVID-19. Governor Newsom's executive orders in connection with COVID-19 and workplace safety are established public policies of California.

84. As set forth above, Plaintiff complained repeatedly to Defendant about her unlawful working conditions and Defendants' conduct and practices including, but not limited to, WAM's failure and refusal to implement required COVID-19 workplace safety precautions, to no avail. Instead of remedying the situation, Defendants subjected Plaintiff to retaliatory harassment and treatment.

85. In retaliation for Plaintiff's protected activities, set forth above, WAM subjected Plaintiff to severe and pervasive harassment, adverse employment actions, denial of legal rights, and termination of employment.

86. California has a long-standing public policy of protecting whistle-blower employees from retaliation, as set forth in California Labor Code section 1102.5, among other California statutes. Thus, Plaintiff's complaints to WAM regarding its unlawful conduct toward her and unlawful working conditions was protected activity by the State of California.

87. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been harmed in that Plaintiff has suffered and will continue to suffer actual, consequential, and incidental financial losses, including without limitation loss of income, salary, commissions and

benefits, and the intangible loss of employment-related opportunities for growth in her field and damage to her professional reputation, all in an amount according to proof at the time of trial.

88. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress. Plaintiff has experienced emotional, mental, and physical symptoms arising from the wrongful acts of Defendants, and each of them. Plaintiff is informed and believes and thereon alleges that she will continue to experience emotional and physical suffering for a period of time in the future she cannot presently ascertain. Plaintiff has suffered past, present, and future damages in an amount to be shown according to proof at the time of trial.

89. The above-recited actions of Defendants were done with malice and oppression, and in reckless disregard of Plaintiff's rights under California law, in that Defendants engaged in such despicable conduct in order to cause injury to Plaintiff and to subject Plaintiff to cruel and unjust hardship in conscious disregard of her rights. Moreover, Defendants, and each of their acts and omissions in continuing, confirming, and ratifying said conduct, were done with the knowledge that Plaintiff's emotional and physical distress would thereby increase, and with a wanton and reckless disregard of the consequences to Plaintiff. Thus, an award of punitive damages in an amount to be determined at trial is justified against Defendants, and each of them.

SECOND CAUSE OF ACTION
Violation of Labor Code § 98.6
(By Plaintiff Individually Against WAM)

90. Plaintiff incorporates herein by this reference all preceding paragraphs of the Complaint as though fully set forth anew.

91. Under Cal. Labor Code § 98.6, it is unlawful for an employer to "discharge an employee or in a manner discriminate against any employee...because the employee...engaged in any conduct..." protect by the Cal. Labor Code.

92. As set forth above, Plaintiff repeatedly reported workplace safety hazards, including the lack of legally required COVID-19 workplace safety precautions, including face coverings, social distancing, and sanitation protocols.

1 93. In retaliation for Plaintiff's protected activities under the California Labor Code,
2 WAM subjected Plaintiff to severe and pervasive harassment, adverse employment actions, denial
3 of legal rights, and termination of employment.

4 94. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
5 has been harmed in that Plaintiff has suffered and will continue to suffer actual, consequential, and
6 incidental financial losses, including without limitation loss of income, salary, commissions and
7 benefits, and the intangible loss of employment-related opportunities for growth in her field and
8 damage to her professional reputation, all in an amount according to proof at the time of trial.

9 95. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
10 has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish,
11 and emotional distress. Plaintiff has experienced emotional, mental, and physical symptoms arising
12 from the wrongful acts of Defendants, and each of them. Plaintiff is informed and believes and
13 thereon alleges that she will continue to experience emotional and physical suffering for a period
14 of time in the future she cannot presently ascertain. Plaintiff has suffered past, present, and future
15 damages in an amount to be shown according to proof at the time of trial.

16 96. The above-recited actions of Defendants were done with malice and oppression, and
17 in reckless disregard of Plaintiff's rights under California law, in that Defendants engaged in such
18 despicable conduct in order to cause injury to Plaintiff and to subject Plaintiff to cruel and unjust
19 hardship in conscious disregard of her rights. Moreover, Defendants, and each of their acts and
20 omissions in continuing, confirming, and ratifying said conduct, were done with the knowledge
21 that Plaintiff's emotional and physical distress would thereby increase, and with a wanton and
22 reckless disregard of the consequences to Plaintiff. Thus, an award of punitive damages in an
23 amount to be determined at trial is justified against Defendants, and each of them.

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THIRD CAUSE OF ACTION
Violation of Labor Code § 6310
(By Plaintiff Individually Against WAM)

97. Plaintiff incorporates herein by this reference all preceding paragraphs of the Complaint as though fully set forth anew.

98. Under Cal. Labor Code § 6310, it is unlawful for an employer to “discriminate or in any manner discriminate against any employee because the employee has...made any oral or written complaint to...her employer” regarding occupational safety.

99. As set forth above, Plaintiff complained repeatedly to Defendant about occupational safety issues, specifically, WAM’s failure and refusal to implement required COVID-19 workplace safety precautions, including face coverings, social distancing, and sanitation protocols. Instead of remedying the situation, Defendants subjected Plaintiff to retaliatory harassment and treatment.

100. In retaliation for Plaintiff’s protected occupational safety complaints, WAM subjected Plaintiff to severe and pervasive harassment, adverse employment actions, denial of legal rights, and termination of employment.

101. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been harmed in that Plaintiff has suffered and will continue to suffer actual, consequential, and incidental financial losses, including without limitation loss of income, salary, commissions and benefits, and the intangible loss of employment-related opportunities for growth in her field and damage to her professional reputation, all in an amount according to proof at the time of trial.

102. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress. Plaintiff has experienced emotional, mental, and physical symptoms arising from the wrongful acts of Defendants, and each of them. Plaintiff is informed and believes and thereon alleges that she will continue to experience emotional and physical suffering for a period of time in the future she cannot presently ascertain. Plaintiff has suffered past, present, and future damages in an amount to be shown according to proof at the time of trial.

103. The above-recited actions of Defendants were done with malice and oppression, and in reckless disregard of Plaintiff’s rights under California law, in that Defendants engaged in such

despicable conduct in order to cause injury to Plaintiff and to subject Plaintiff to cruel and unjust hardship in conscious disregard of her rights. Moreover, Defendants, and each of their acts and omissions in continuing, confirming, and ratifying said conduct, were done with the knowledge that Plaintiff's emotional and physical distress would thereby increase, and with a wanton and reckless disregard of the consequences to Plaintiff. Thus, an award of punitive damages in an amount to be determined at trial is justified against Defendants, and each of them.

FOURTH CAUSE OF ACTION
Harassment in Violation of FEHA
Violation of Cal. Gov. Code §§ 12900, *et seq.*
(By Plaintiff Against All Defendants)

104. Plaintiff realleges and incorporates by reference all of the preceding paragraphs of this Complaint as though fully set forth in full at this point.

105. At all times mentioned herein, Plaintiff was an employee of WAM and covered by Government Code section 12940 *et seq.*

106. At all times mentioned herein, FEHA was in full force and effect and WAM and DOES 1 to 50 were employers within the meaning of Government Code sections 12926(d) and 12940.

107. As set forth above, Plaintiff is informed and believes, and based thereon alleges, that Defendant WILSEY was, at all times material hereto, President and an executive employee of WAM within the meaning of Government Code section 12940(j)(3) and was otherwise "an employer... or any other person" within the meaning of Government Code section 12940(j)(1).

108. Government Code section 12940(j)(1) prohibits an employer or any other person to harass an employee based on the employee's sex.

109. As set forth above, Plaintiff, a former WAM employee, was subjected to severe and/or pervasive harassment by her male supervisor, WILSEY, based on her sex, including a pattern of unwanted sexual advances by WILSEY, which created a hostile and/or abusive work environment for Plaintiff.

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1 110. Plaintiff is informed and believes, and based thereon alleges, that she was subjected
2 to WILSEY's unwanted flirtatious attention and harassment because of her sex.

3 111. As set forth above, Plaintiff considered the work environment to be hostile or
4 abusive, and a reasonable woman in Plaintiff's circumstances would have considered the work
5 environment to be hostile and/or abusive.

6 112. Plaintiff is informed and believes, and based thereon alleges, that WAM knew, or
7 should have known, of this unlawful harassment and that WAM ratified the unlawful conduct.

8 113. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
9 has been harmed in that Plaintiff has suffered and will continue to suffer actual, consequential, and
10 incidental financial losses, including without limitation loss of income, salary, commissions and
11 benefits, and the intangible loss of employment-related opportunities for growth in her field and
12 damage to her professional reputation, all in an amount according to proof at the time of trial.

13 114. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
14 has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish,
15 and emotional distress. Plaintiff has experienced emotional, mental, and physical symptoms arising
16 from the wrongful acts of Defendants, and each of them. Plaintiff is informed and believes and
17 thereon alleges that she will continue to experience emotional and physical suffering for a period
18 of time in the future she cannot presently ascertain. Plaintiff has suffered past, present, and future
19 damages in an amount to be shown according to proof at the time of trial.

20 115. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
21 has been forced to hire an attorney to prosecute her claims herein, and has incurred and is expected
22 to continue to incur attorneys fees and costs in connection therewith. Accordingly, Plaintiff requests
23 attorneys fees and costs under California Government Code section 12965(b).

24 116. The above-recited actions of Defendants were done with malice and oppression, and
25 in reckless disregard of Plaintiff's rights under California law, in that Defendants engaged in such
26 despicable conduct in order to cause injury to Plaintiff and to subject Plaintiff to cruel and unjust
27 hardship in conscious disregard of her rights. Moreover, Defendants, and each of their acts and
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omissions in continuing, confirming, and ratifying said conduct, were done with the knowledge that Plaintiff's emotional and physical distress would thereby increase, and with a wanton and reckless disregard of the consequences to Plaintiff. Thus, an award of punitive damages in an amount to be determined at trial is justified against Defendants, and each of them.

FIFTH CAUSE OF ACTION

**Unlawful Retaliation in Violation of FEHA and California Labor Code,
Violation of Cal. Gov. Code § 12940(h) and Cal. Lab. Code § 1102.5
(By Plaintiff Against WAM and DOES 1 to 50)**

117. Plaintiff realleges and incorporates by reference all of the preceding paragraphs of this Complaint as though fully set forth in full at this point.

118. As set forth herein, Plaintiff was, at all times material hereto, an employee of Defendant WAM and covered by Government Code section 12940 *et seq.*

119. At all times mentioned herein, FEHA was in full force and effect and Defendant WAM and DOES 1 to 50, and each of them, are, and at all times hereto were, employers within the meaning of Government Code sections 12926(d) and 12940.

120. As discussed in detail herein, Plaintiff engaged in activities protected under FEHA and California Labor Code section 1102.5 when she raised complaints to WAM related to gender discrimination and sex harassment perpetrated against her by Defendants as well as workplace safety complaints regarding Defendants' failure to implement required COVID-19 workplace safety precautions.

121. As set forth herein, instead of remedying the situation, WAM subjected Plaintiff to unlawful retaliatory harassment and treatment, including the following: Plaintiff was denied assistance, she was ostracized at work, she was subjected to baseless criticisms and false accusations, she was harassed, and her employment was terminated.

122. California Government Code section 12940(h) prohibits retaliation against employees who oppose unlawful activity under FEHA or who seek to exercise their rights under FEHA.

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1 123. At all times mentioned herein, California Labor Code section 1102.5 was in full
2 force and effect. California Labor Code section 1102.5 prohibits retaliation against employees who
3 report the violation of and/or noncompliance with state or federal statutes or local, state or federal
4 rules or regulations or seek to exercise their rights under California Labor Code section 1102.5.

5 124. WAM's unlawful conduct, as alleged herein, constituted unlawful retaliation in
6 violation of Government Code section 12940 subdivision (h) and California Labor Code section
7 1102.5.

8 125. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
9 has been harmed in that Plaintiff has suffered and will continue to suffer actual, consequential, and
10 incidental financial losses, including without limitation loss of income, salary, commissions and
11 benefits, and the intangible loss of employment-related opportunities for growth in her field and
12 damage to her professional reputation, all in an amount according to proof at the time of trial.

13 126. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
14 has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish,
15 and emotional distress. Plaintiff has experienced emotional, mental, and physical symptoms arising
16 from the wrongful acts of Defendants, and each of them. Plaintiff is informed and believes and
17 thereon alleges that she will continue to experience emotional and physical suffering for a period
18 of time in the future she cannot presently ascertain. Plaintiff has suffered past, present, and future
19 damages in an amount to be shown according to proof at the time of trial.

20 127. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
21 has been forced to hire an attorney to prosecute her claims herein, and has incurred and is expected
22 to continue to incur attorneys fees and costs in connection therewith. Accordingly, Plaintiff requests
23 attorneys fees and costs under California Government Code section 12965(b).

24 128. The above-recited actions of Defendants were done with malice and oppression, and
25 in reckless disregard of Plaintiff's rights under California law, in that Defendants engaged in such
26 despicable conduct in order to cause injury to Plaintiff and to subject Plaintiff to cruel and unjust
27 hardship in conscious disregard of her rights. Moreover, Defendants, and each of their acts and
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omissions in continuing, confirming, and ratifying said conduct, were done with the knowledge that Plaintiff's emotional and physical distress would thereby increase, and with a wanton and reckless disregard of the consequences to Plaintiff. Thus, an award of punitive damages in an amount to be determined at trial is justified against Defendants, and each of them.

SIXTH CAUSE OF ACTION
Failure to Prevent Discrimination/Harassment
Violation of Cal. Gov. Code § 12940(k)
(By Plaintiff Against WAM and DOES 1 to 50)

129. Plaintiff realleges and incorporates by reference all of the preceding paragraphs of this Complaint as though fully set forth in full at this point.

130. Plaintiff was, at all times material hereto, an employee covered by Government Code section 12940 et seq.

131. Defendants are, and at all times material hereto were, employers within the meaning of Government Code sections 12926(d) and 12940.

132. Government Code section 12940(k) states that it shall be an unlawful employment practice for an employer to fail to take all reasonable steps necessary to prevent harassment from occurring. At all relevant times hereto, Plaintiff was subjected to unwanted sexually harassing, discriminatory, and retaliatory treatment by Defendant WILSEY. WAM knew or should have known of this conduct but failed to take all reasonable steps to prevent the harassment, discrimination and retaliation that Plaintiff (a WAM employee) suffered at the hands of WILSEY, on account of her sex and gender throughout her employment.

133. WAM violated Government Code Section 12940(k) by failing to take immediate and appropriate corrective action to prevent the harassment, discrimination, and retaliation of Plaintiff and the hostile work environment at WAM generally. Furthermore, Plaintiff is informed and believes and based thereon alleges that WAM never reprimanded WILSEY or undertook any investigation into Plaintiff's complaints.

134. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been harmed in that Plaintiff has suffered and will continue to suffer actual, consequential, and

1 incidental financial losses, including without limitation loss of income, salary, commissions and
2 benefits, and the intangible loss of employment-related opportunities for growth in her field and
3 damage to her professional reputation, all in an amount according to proof at the time of trial.

4 135. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
5 has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish,
6 and emotional distress. Plaintiff has experienced emotional, mental, and physical symptoms arising
7 from the wrongful acts of Defendants, and each of them. Plaintiff is informed and believes and
8 thereon alleges that she will continue to experience emotional and physical suffering for a period
9 of time in the future she cannot presently ascertain. Plaintiff has suffered past, present, and future
10 damages in an amount to be shown according to proof at the time of trial.

11 136. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
12 has been forced to hire an attorney to prosecute her claims herein, and has incurred and is expected
13 to continue to incur attorneys fees and costs in connection therewith. Accordingly, Plaintiff requests
14 attorneys fees and costs under California Government Code section 12965(b).

15 137. The above-recited actions of Defendants were done with malice and oppression, and
16 in reckless disregard of Plaintiff's rights under California law, in that Defendants engaged in such
17 despicable conduct in order to cause injury to Plaintiff and to subject Plaintiff to cruel and unjust
18 hardship in conscious disregard of her rights. Moreover, Defendants, and each of their acts and
19 omissions in continuing, confirming, and ratifying said conduct, were done with the knowledge
20 that Plaintiff's emotional and physical distress would thereby increase, and with a wanton and
21 reckless disregard of the consequences to Plaintiff. Thus, an award of punitive damages in an
22 amount to be determined at trial is justified against Defendants, and each of them.

23 **SEVENTH CAUSE OF ACTION**
24 **Employment Discrimination in Violation of FEHA,**
25 **Violation of Cal. Gov. Code §§ 12940 *et seq.***
(By Plaintiff Against WAM and DOES 1 to 50)

26 138. Plaintiff realleges and incorporates by reference all of the preceding paragraphs of
27 this Complaint as though fully set forth in full at this point.
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1 139. At all times mentioned herein, WAM was and is subject to the requirements of
2 FEHA as a qualified employer under the California Government Code.

3 140. As discussed in detail above, Plaintiff, a qualified employee, was subjected to
4 unlawful disparate treatment because of her gender. Further, unlawful discrimination was a
5 substantial motivating factor for the adverse employment actions Plaintiff suffered.

6 141. The unlawful conduct of WAM and its managers, employees and agents towards
7 Plaintiff constituted unlawful discrimination on the basis of her gender in violation of California
8 Government Code section 12940(a).

9 142. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
10 has been harmed in that Plaintiff has suffered and will continue to suffer actual, consequential, and
11 incidental financial losses, including without limitation loss of income, salary, commissions and
12 benefits, and the intangible loss of employment-related opportunities for growth in her field and
13 damage to her professional reputation, all in an amount according to proof at the time of trial.

14 143. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
15 has suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish,
16 and emotional distress. Plaintiff has experienced emotional, mental, and physical symptoms arising
17 from the wrongful acts of Defendants, and each of them. Plaintiff is informed and believes and
18 thereon alleges that she will continue to experience emotional and physical suffering for a period
19 of time in the future she cannot presently ascertain. Plaintiff has suffered past, present, and future
20 damages in an amount to be shown according to proof at the time of trial.

21 144. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
22 has been forced to hire an attorney to prosecute her claims herein, and has incurred and is expected
23 to continue to incur attorneys fees and costs in connection therewith. Accordingly, Plaintiff requests
24 attorneys fees and costs under California Government Code section 12965(b).

25 145. The above-recited actions of Defendants were done with malice and oppression, and
26 in reckless disregard of Plaintiff's rights under California law, in that Defendants engaged in such
27 despicable conduct in order to cause injury to Plaintiff and to subject Plaintiff to cruel and unjust
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1 hardship in conscious disregard of her rights. Moreover, Defendants, and each of their acts and
2 omissions in continuing, confirming, and ratifying said conduct, were done with the knowledge
3 that Plaintiff's emotional and physical distress would thereby increase, and with a wanton and
4 reckless disregard of the consequences to Plaintiff. Thus, an award of punitive damages in an
5 amount to be determined at trial is justified against Defendants, and each of them.

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7 **EIGHTH CAUSE OF ACTION**

8 **Failure to Pay Overtime Wages**

9 **Labor Code §§ 510, 1194, 1198, and applicable Wage Order**
10 **(By Plaintiff Individually and On Behalf of the Aggrieved Employees Against All**
11 **Defendants)**

12 146. Plaintiff incorporates by reference and re-alleges each and every preceding
13 paragraph of this Complaint as though fully set forth herein.

14 147. Under California law, any work in excess of eight (8) hours in a workday or forty
15 (40) hours in a workweek is considered overtime and entitles the worker to overtime compensation.
16 Further, employees are entitled to additional overtime compensation for any work in excess of
17 twelve (12) hours in a workday.

18 148. As discussed herein, Plaintiff, and, on information and belief, the Aggrieved
19 Employees regularly worked in excess of eight (8) hours in a workday, twelve (12) hours in a
20 workday, and forty (40) hours in a workweek during their employment with Defendants.

21 149. As alleged herein, Defendants willfully misclassified Plaintiff, and, on information
22 and belief, the Aggrieved Employees as being exempt from the overtime pay entitlement under
23 California law, and have failed and refused to pay Plaintiff, and, on information and belief, the
24 Aggrieved Employees overtime compensation for overtime hours worked as and, in the manner,
25 required by California law.

26 150. As a direct and proximate result of Defendants' unlawful conduct, as set forth
27 herein, Plaintiff, and, on information and belief, the Aggrieved Employees have sustained damages,
28 including loss of earnings for hours of overtime worked on behalf of Defendants, in an amount to

1 be established at trial, and is entitled to recover these damages, as well as interest thereon, costs,
2 and reasonable attorneys' fees pursuant to statute.

3 **NINTH CAUSE OF ACTION**

4 **Unpaid Meal Period Wages**

5 **Labor Code §§ 226.7, 512, IWC Wage Order 4-2001 § 11**

6 **(By Plaintiff Individually and On Behalf of the Aggrieved Employees Against All**
7 **Defendants)**

8 151. Plaintiff incorporates by reference and re-alleges each and every preceding
9 paragraph of this Complaint as though fully set forth herein.

10 152. As alleged herein, Defendants willfully misclassified Plaintiff, and, on information
11 and belief, the Aggrieved Employees as being exempt from meal period entitlement under
12 California law. As such, Plaintiff, and, on information and belief, the Aggrieved Employees
13 regularly worked in excess of five (5) hours in a workday without being authorized or permitted to
14 take a meal period of at least thirty (30) minutes during which they were relieved of all duty, as
15 required by California Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001, § 11.

16 153. Wage Order 4-2001, paragraph 11, requires an employer to pay an employee an
17 additional hour of compensation for every workday that a mandated meal period is not provided.
18 California Labor Code section 226.7, subdivision (b), likewise requires an employer to pay an
19 employee an additional hour of compensation for every workday that a meal period required by the
20 California Wage Orders is not provided.

21 154. At all relevant times herein, Defendants have failed and/or refused to provide
22 Plaintiff, and, on information and belief, the Aggrieved Employees with the additional
23 compensation for missed meal periods required by California Labor Code section 226.7 and Wage
24 Order 4-2001.

25 155. As a direct and proximate result of Defendants' conduct, Plaintiff, and, on
26 information and belief, the Aggrieved Employees have sustained damages, including loss of
27 earnings from unpaid premium wages for missed meal periods, in an amount to be established at
28 trial, and are entitled to recover these damages, as well as interest, costs, and reasonable attorney's
fees, pursuant to statute.

TENTH CAUSE OF ACTION

Unpaid Rest Period Wages

Cal. Lab. Code § 226.7 and IWC Wage Order 4-2001, § 12

(By Plaintiff Individually and On Behalf of the Aggrieved Employees Against All Defendants)

156. Plaintiff incorporates by reference and re-alleges each and every preceding paragraph of this Complaint as though fully set forth herein.

157. As alleged herein, Defendants willfully misclassified Plaintiff, and, on information and belief, the Aggrieved Employees as being exempt from rest period entitlement under California law. As such, Defendants failed and/or refused to authorize or permit Plaintiff, and, on information and belief, the Aggrieved Employees to take an uninterrupted 10-minute rest break for every 4 hours worked or major fraction thereof, as guaranteed to them as an employee under California Labor Code section 226.7 and Wage Order 4-2001.

158. Wage Order 4-2001, paragraph 12, requires an employer to pay an employee an additional hour of compensation for every shift in which said employee was not authorized or permitted to take a mandated rest period. California Labor Code section 226.7, subdivision (b), likewise requires an employer to pay an employee an additional hour of compensation for every shift that a rest period mandated by the California Wage Orders is not provided.

159. At all relevant times herein, Defendants have failed and/or refused to provide Plaintiff, and, on information and belief, the Aggrieved Employees with the additional compensation for missed rest periods required by California Labor Code section 226.7 and Wage Order 4-2001.

160. As a direct and proximate result of Defendants' conduct, Plaintiff, and, on information and belief, the Aggrieved Employees have sustained damages, including loss of earnings from unpaid premium wages for missed rest periods, in an amount to be established at trial, and are entitled to recover these damages, as well as interest, costs, and reasonable attorney's fees, pursuant to statute.

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ELEVENTH CAUSE OF ACTION

**Failure to Reimburse Business Expenses
Violation of Cal. Lab. Code Section 2802**

(By Plaintiff Individually and On Behalf of the Aggrieved Employees Against All Defendants)

161. Plaintiff incorporates by reference and re-alleges each and every preceding paragraph of this Complaint as though fully set forth herein.

162. California Labor Code Section 2802 requires an employer to indemnify its employees for all necessary expenditures or losses incurred by an employee in direct consequence of the discharge of his or her duties of employment.

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

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

165. Plaintiff and, on information and belief, other aggrieved employees incurred business expenses in direct consequence of their job duties through the mandated use of their personal cell phone, computer, and internet. Plaintiff and, on information and belief, other aggrieved employees were required to use their personal cell phones, computers, and internet in the performance of their work duties. Despite Defendants’ knowledge that Plaintiff was using her personal cell phones, among other equipment, for work related purposes, Defendants failed to provide appropriate reimbursement for these expenses, an intentional violation of Labor Code Section 2802.

166. As a direct result of Defendants’ violations alleged herein, Plaintiff and, on information and belief, other aggrieved employees suffered and continue to suffer, substantial

1 losses related to Defendants' failure to indemnify them for the expenses and losses, including the
2 use and enjoyment of such monies, lost interest on such monies and expenses and attorney's fees
3 and costs in seeking to compel Defendants to fully perform their obligations under state law, all to
4 their respective damage in amounts according to proof at trial and within the jurisdictional
5 limitations of this Court.

6 167. Plaintiff seeks to recover in a civil action to the fullest extent permissible all
7 available remedies including but not limited to the unpaid balance of the indemnification from
8 Defendants' violations, interest thereon permitted by Labor Code Section 2802(b), reasonable
9 attorney's fees and costs of suit, declaratory relief, and any other permitted remedies including
10 those permitted pursuant to Labor Code Sections 2802.

11 **TWELFTH CAUSE OF ACTION**

12 **Waiting Time Penalties**

13 **Cal. Lab. Code §§ 201-203**

14 **(By Plaintiff Individually and On Behalf of the Aggrieved Employees Against All Defendants)**

15 168. Plaintiff incorporates by reference and re-alleges each and every preceding
16 paragraph of this Complaint as though fully set forth herein.

17 169. California Labor Code §§ 201 and 202 require employers, such as Defendants, to
18 pay their employees all wages due immediately upon discharge, or within seventy-two (72) hours
19 of quitting without notice.

20 170. Defendant willfully misclassified Plaintiff, and, on information and belief, the
21 Aggrieved Employees as exempt from various wage and hour entitlements under California law,
22 thereby denying Plaintiff, and, on information and belief, the Aggrieved Employees wages that
23 were due and owing to them, including, without limitation, overtime pay, premium pay for missed
24 meal and rest breaks, and other benefits she was entitled to as non-exempt employees, which
25 amounted to unpaid wages due to them at the time of separation of employment.

26 171. Plaintiff was terminated from her employment with Defendants without being paid
27 all earned and unpaid wages within the time required by Labor Code §§ 201 and 202.
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172. At all times pertinent hereto, Defendants had it within their abilities to consult their business records and properly calculate and pay all of the said unpaid wages at the time of Plaintiff's and, on information and belief, other aggrieved employees' termination of employment with Defendants. However, Defendants, and each of them, willfully and intentionally failed and refused to pay the earned and unpaid wages to Plaintiff and, on information and belief, other aggrieved employees.

173. Pursuant to California law, Plaintiff, and, on information and belief, the Aggrieved Employees are entitled to a penalty equal to her regular daily rate of pay, up to a maximum of thirty (30) days.

174. Plaintiff, and, on information and belief, the Aggrieved Employees seek penalties pursuant to California Labor Code § 203 in an amount to be determined at trial and attorneys' fees, costs, and interest pursuant to California Labor Code § 218.5.

THIRTEENTH CAUSE OF ACTION

Failure to Provide Itemized Wage Statements

Cal. Lab. Code §§ 226, 1174

(By Plaintiff Individually and On Behalf of the Aggrieved Employees Against All Defendants)

175. Plaintiff incorporates by reference and re-alleges each and every preceding paragraph of this Complaint as though fully set forth herein.

176. California Labor Code § 226, subdivision (a) requires employers to furnish to employees, at the time of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned, (6) the pay period; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number; (8) the name and address of the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

177. California Labor Code § 1174, subdivision (d) requires employers to keep adequate time records.

178. Defendants knowingly and intentionally failed to furnish to Plaintiff, and, on information and belief, the Aggrieved Employees accurate itemized wage statements, including the information required by Labor Code § 226.

179. By failing to keep adequate records and furnish accurate itemized statements as required by California Labor Code §§ 226 and 1174, Defendants have injured Plaintiff, and, on information and belief, the Aggrieved Employees. This failure has injured Plaintiff, and, on information and belief, the Aggrieved Employees by depriving them of wage and hour earnings information to which they are entitled, making it difficult to calculate the unpaid wages due, causing Plaintiff, and, on information and belief, the Aggrieved Employees to not be paid wages to which they are entitled and violating their rights under California Labor Code § 226 to review itemized wage statement information by inspecting the employer's underlying records.

180. Plaintiff, and, on information and belief, the Aggrieved Employees seek actual damages pursuant to California Labor Code § 226, subdivisions (e) and (g), in addition to interest and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5, 218.6, and 1194(a).

FOURTEENTH CAUSE OF ACTION

**Violation of California Unfair Competition Laws
Business & Professions Code §§ 17200 *et seq.***

(By Plaintiff Individually and On Behalf of the Aggrieved Employees Against All Defendants)

181. Plaintiff incorporates by reference and re-alleges each and every preceding paragraph of this Complaint as though fully set forth herein.

182. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing, and utilizing the policies, customs, and practices outlined above, including, to wit: (1) failing to pay all wages earned, including overtime and bonus compensation; (2) failing to pay all earned wages in a timely fashion; and (3) failing to pay premium wages for meal and rest periods not provided.

183. Plaintiff is informed and believes, and based thereon alleges, that at all times pertinent hereto, Defendants have engaged in unlawful, deceptive, and unfair business practices, as proscribed by Business & Professions Code §§ 17200 *et seq.*, including those set forth hereinabove,

1 thereby depriving Plaintiff, and, on information and belief, the Aggrieved Employees the minimum
2 working standards and conditions due to them under California's laws and IWC wage orders as
3 specifically described therein.

4 184. Defendants' utilization of such unfair and unlawful business practices constitutes
5 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

6 185. The acts complained of herein occurred within the last four (4) years preceding the
7 filing of this action.

8 186. Plaintiff seeks, on her behalf, on behalf of other aggrieved employees, and on behalf
9 of the general public, full restitution of monies, as necessary and according to proof, to restore any
10 and all monies withheld, acquired, and/or converted by Defendants by means of the unfair practices
11 complained of herein.

12 187. Plaintiff further seeks cumulative damages pursuant to California Business &
13 Professions Code § 17205, thereby entitling her to recover two times the amount of wages owed to
14 her, in addition to any other damages recoverable in this complaint.

15 **FIFTEENTH CAUSE OF ACTION**

16 **Civil Penalties Under Private Attorneys General Act (By Plaintiff On Behalf the Aggrieved Employees Against All Defendants)**

17 188. Plaintiff realleges and incorporates by reference all of the preceding paragraphs of
18 this complaint, as though fully set forth in full at this point.

19 189. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
20 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
21 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
22 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
23 and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

24 190. This cause of action involves allegations of violations of Labor Code §§ 201, 202,
25 204, 221, 223, 224, 225.5, 226(a), 226.7, 510, 512, 1174(d), 1197, 1198, and 2810.5, which,
26 pursuant to Labor Code § 2699.5, provide for a civil penalty to be assessed and collected by the
27 LWDA or recovered through a civil action brought by an aggrieved employee on behalf of himself
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1 or herself and other current or former employees pursuant to the procedures specified in Labor
2 Code § 2699.3.

3 191. Defendants employed Plaintiff and Plaintiff has one or more of the alleged violations
4 committed against her. Therefore, Plaintiff is an “aggrieved employee” under PAGA because the
5 alleged violator employed her and she had one or more of the alleged violations committed against
6 her. As such, Plaintiff is properly suited to represent the interests of other aggrieved employees in
7 a PAGA Representative action.

8 192. Plaintiff seeks to recover civil penalties, but only those civil penalties that are
9 required to be shared with the LWDA and no individual relief or underpaid wages, on behalf of
10 herself and other aggrieved employees for Defendants’ violations of the Labor Code, including but
11 not limited to Defendants’ violations of Labor Code §§ 201, 202, 204, 221, 223, 224, 225.5, 226(a),
12 226.7, 510, 512, 1174(d), 1197, 1198, and 2810.5.

13 193. For all provisions of the Labor Code for which a civil penalty is not specifically
14 provided, Labor Code § 2699(f) imposes upon Defendants, and each of them, a penalty of one
15 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
16 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
17 violation.

18 194. Defendants violated Labor Code §§ 226.7, 512, and 1198 by willfully misclassifying
19 Plaintiff and aggrieved employees and failing to provide lawfully compliant meal periods and by
20 failing to pay them meal period premium wages for each day a meal period was not provided. Under
21 Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved
22 employee per pay period for the initial violation of Labor Code §§ 226.7 and 1198, and \$200 for
23 each aggrieved employee per pay period for each subsequent violation.

24 195. Defendants violated Labor Code §§ 226.7 and 1198 by failing to authorize and
25 permit Plaintiff and aggrieved employees to take duty-free rest periods and by failing to pay them
26 rest period premium wages for each day a rest period was not provided. Under Labor Code §
27 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay
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1 period for the initial violation of Labor Code §§ 226.7 and 1198, and \$200 for each aggrieved
2 employee per pay period for each subsequent violation.

3 196. Defendants violated Labor Code §§ 223, 1194, 1197, and 1198 by not paying
4 Plaintiff and other aggrieved employees at least minimum and regular wages for all the time they
5 were suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged
6 herein. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for
7 each aggrieved employee per pay period for the initial violation of Labor Code §§ 223, 1194, and
8 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

9 197. Defendants violated Labor Code §§ 223, 510, 1194, and 1198, by not paying
10 Plaintiff and other aggrieved employees all overtime wages earned for all the time they were
11 suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged herein.
12 At all relevant times, Plaintiff and, on information and belief, other aggrieved employees were not
13 paid all overtime when they worked in excess of eight hours a workday or forty hours in a
14 workweek. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100
15 for each aggrieved employee per pay period for the initial violation of Labor Code §§ 223, 1194,
16 and 1198, and \$200 for each aggrieved employee per pay period for each subsequent violation.

17 198. Defendants violated Labor Code §§ 201, 202, and 1198 by not paying aggrieved
18 employees all minimum, regular, and overtime wages owed, and all meal and rest premium wages
19 owed by the time set forth by law upon their separation of employment, as alleged herein. Thus,
20 under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved
21 employee per pay period for the initial violation of Labor Code §§ 201, 202, and 1198, and \$200
22 for each aggrieved employee per pay period for each subsequent violation.

23 199. Defendants violated Labor Code §§ 204 and 1198 by not paying Plaintiff and
24 aggrieved employees all minimum, regular, and overtime wages owed, and all meal and rest
25 premium wages owed by the time set forth by law during their employment, as alleged herein.
26 Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each
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1 aggrieved employee per pay period for the initial violation of Labor Code §§ 204 and 1198, and
2 \$200 for each aggrieved employee per pay period for each subsequent violation.

3 200. Under Labor Code § 210(a), Defendants, in addition to, and entirely independent
4 and apart from any other penalty, is subject to a civil penalty for failing to pay the wages of each
5 aggrieved employee as provided in Labor Code § 204, as follows: (1) For any initial violation, one
6 hundred dollars (\$100) for each failure to pay each aggrieved employee. (2) For each subsequent
7 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
8 each aggrieved employee, plus 25 percent of the amount unlawfully withheld. This amount shall
9 be recovered on behalf of the Labor Commissioner.

10 201. Defendants violated Labor Code §§ 226(a), 1174(d), and 1198 by failing to maintain
11 records detailing the start and end times of meal and rest periods, and knowingly and intentionally
12 failing to maintain and provide Plaintiff and other aggrieved employees of Defendants with wage
13 statements itemizing accurately all information required by Labor Code § 226(a), as alleged herein,
14 including the total hours worked, all regular hours worked, all overtime hours worked, the
15 corresponding gross and net wages earned, the applicable hourly rate per hour worked, the
16 corresponding number of hours worked at each hourly rate, any sort of employee identification
17 number, and the address of the legal entity that is the employer. Thus, under Labor Code §
18 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay
19 period for the initial violation of Labor Code §§ 226(a) and 1198, and \$200 for each aggrieved
20 employee per pay period for each subsequent violation.

21 202. Alternatively, Labor Code § 226.3 provides for a civil penalty in the amount of \$250
22 per violation in an initial citation and \$1,000 for each violation in a subsequent citation, for which
23 the employer fails to provide the employee a wage deduction statement or fails to keep the records
24 required in subdivision (a) of § 226.

25 203. Labor Code § 1174.5 provides for a civil penalty of \$500 for any person employing
26 labor who willfully fails to maintain accurate and complete records required by subdivision (d) of
27 § 1174.
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1 204. Defendants were Plaintiff's and aggrieved employees' employers or other person(s)
2 acting either individually or as an officer, agent, or employee of another person(s), who pays or
3 causes to be paid to any employee a wage less than the minimum fixed by an order of the
4 Commission, and, as such, are subject to civil penalties for each underpaid employee pursuant to
5 Labor Code § 1197.1.

6 205. Labor Code § 1197.1 imposes upon Defendants for each initial violation of Labor
7 Code §1197 by paying or causing an employee to be paid less than the minimum wage, a civil
8 penalty of \$100.00 for each underpaid employee for each pay period for which the employee is
9 underpaid. Furthermore, Labor Code § 1197.1 imposes upon Defendants for each subsequent
10 violation a civil penalty of \$250.00 for each underpaid employee for each pay period for which the
11 employee was underpaid.

12 206. Defendants were Plaintiff's and other aggrieved employees' employers, or persons
13 acting on their behalf, within the meaning of Labor Code § 558, who violated or caused to be
14 violated, a section of Part 2, Chapter 1 of the Labor Code or any provision regulating hours and
15 days of work in any IWC Wage Order and, as such, is subject to civil penalties for each underpaid
16 employee as set forth in Labor Code § 558.

17 207. Pursuant to Labor Code § 558, Defendants are subject to a civil penalty of \$50.00
18 for an initial violation of Labor Code §§ 510 and 512, for each aggrieved employee, for each pay
19 period for which the aggrieved employee was not provided with a timely off-duty 30-minute meal
20 period, all overtime wages for all hours worked, and the required days of rest, as alleged herein.
21 Furthermore, Labor Code § 558 imposes upon Defendants for each subsequent violation of Labor
22 Code §§ 510 and 512, a civil penalty of \$100.00 for each aggrieved employee for each pay period
23 for which the aggrieved employee was not provided with a timely off-duty 30-minute meal period,
24 and all overtime wages for all hours worked, as alleged herein.

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208. Labor Code § 558 also imposes upon Defendants for each initial violation of the Hours and Days of Work section of the applicable IWC Wage Order a civil penalty of \$50.00 for each aggrieved employee for each pay period for which the aggrieved employee was not provided with a paid uninterrupted 10-minute rest period, as alleged herein. Furthermore, Labor Code § 558 imposes upon Defendants for each subsequent violation of the Hours and Days of Work section of the applicable IWC Wage Order a civil penalty of \$100.00 for each aggrieved employee for each pay period for which the aggrieved employee was not provided with a paid uninterrupted 10-minute rest period, as alleged herein.

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

210. Plaintiff seeks to recover civil penalties on behalf of herself and other aggrieved employees for Defendants' violations of the Labor Code, including but not limited to Defendants' violations of Labor Code §§ 201, 202, 204, 221, 223, 224, 225.5, 226(a), 226.7, 510, 512, 1174(d), 1197, and 1198, pursuant to Labor Code § 2698, et seq. The exact amount of the applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

PRAYER

WHEREFORE, Ms. Glina prays for judgment against Defendants, and each of them, as follows:

1. For payment of past and future lost wages, income and benefits, and other compensatory relief according to proof;
2. For general damages in an amount according to proof at trial;
3. For medical expenses according to proof at trial;
4. For punitive damages;
5. For pre-judgment and post-judgment interest;
6. For costs of suit incurred herein;
7. For all civil penalties available at law;

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8. For interest on the sum of damages awarded at the maximum legal rate; and
9. For such other and further relief as the Court may deem just and proper.

Dated: May 27, 2021

DUNN DESANTIS WALT & KENDRICK, LLP

By: 

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