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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

Assigned for All Purposes
Judge Derek W. Hunt

11 RACHEL RAMIREZ, individually and on
behalf of all other aggrieved employees of
12 DEFENDANTS in the State of California,

13 Plaintiff,

14 vs.

15 BOK SENIOR HOTEL, INC., a California
16 Corporation; HOPE PAK, an individual; and
DOES 1 through 20, inclusive,
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18 Defendants.
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Case No. 30-2020-01175126-CU-WT-CJC

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

1. Labor Code Whistleblower
Retaliation (California Labor Code §
1102.5)
2. Discrimination on the basis of race,
disability, and association with a
member of a protected class
(California Govt. Code §§ 12940, *et*
seq.)
3. Retaliation (California Govt. Code
§§ 12940, *et seq.*)
4. Failure to Reasonably Accommodate
Disability (California Govt. Code §§
12940, *et seq.*)
5. Failure to Engage in a Timely, Good
Faith, Interactive Process with
Employee with a Disability
6. Failure to Prevent Discrimination,
Harassment, and Retaliation
(California Govt. Code §§12940, *et*
seq.)
7. Wrongful Termination in Violation
of Public Policy
8. Intentional Infliction of Emotional
Distress

9. Violation of California Labor Code § 226.7 and 512 (Failure to Provide Meal Period)
10. Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods)
11. Violation of California Labor Code §§ 201-204 (Wages Not Paid Upon Termination and By The Appropriate Pay Period)
12. Violation of California Labor Code §§ 1194, 1197 and 1197.1 (Failure to Pay Minimum Wage)
13. Violation of California Labor Code §§ 510, and 1194 (Failure to Pay Overtime)
14. Violation of California Labor Code § 226(a) (Improper Wage Statements)
15. Violation of California Labor Code § 2802 (Failure to Reimburse Business Expenses);
16. Violation of California Labor Code §§ 1174, 1174.5 and 1198 (Failure to Maintain Records)
17. Violation of California Labor Code §§ 2698, et seq. (PAGA)

DEMAND FOR JURY TRIAL

NATURE OF ACTION

1. Plaintiff RACHEL RAMIREZ (“Plaintiff” OR “RAMIREZ”) brings this individual and representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), on behalf of herself and all other aggrieved current and former employees of Defendants BOK SENIOR HOTEL, INC. (“BOK”), HOPE PAK (“PAK”), and DOES 1 through 20, inclusive (collectively, “Defendants” unless otherwise provided), for engaging in a pattern and practice of wage and hour violations under the California Labor Code. Plaintiff also seeks, among other things, statutory, compensatory and punitive damages, interests as allowed by law, costs, attorneys’ fees, and other appropriate and just relief due to Defendants’ unlawful conduct in violation of California Government Code §§ 12940 *et seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 1102.5, 1194, 1197, and 1197.1, and for wage and hour violations

1 under the California Labor Code, as well as California's public policy and related damages,
2 attorney's fees, and equitable relief.

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

7 3. In addition to seeking individual relief, Plaintiff brings this action on behalf of all
8 current and former non-exempt employees who were employed by Defendants in the State of
9 California during the applicable PAGA time period (hereinafter referred to as "Aggrieved
10 Employees").

11 4. BOK employed RAMIREZ as a caregiver from in or around April 2020 until
12 Defendants wrongfully reprimanded and terminated her employment on or about June 12, 2020 in
13 violation of the public policies pursuant to the Fair Employment and Housing Act and in violation
14 of Labor Code § 1102.5. Defendants' terminated RAMIREZ because of her race, disabilities,
15 because of her association with a member of a protected class, because she opposed unlawful
16 discrimination and harassment, because she engaged in protected activities by requesting an
17 accommodation and/or by disclosing violations of state or federal statutes, or violations of or
18 noncompliance with local, state, or federal rules or regulations, and/or some combination of these
19 protected characteristics and/or conduct. Defendants discriminated against RAMIERZ based on
20 her race, disabilities, association with a member of a protected class, and her protected activities.
21 Defendants also had an unlawful workplace regarding disability accommodations in violation of
22 California Government Code §§ 12940 *et seq.* Finally, Defendants failed provide RAMIERZ with
23 compliant meal periods and rest periods, failed to the required penalties for these violations, failed
24 to pay minimum wage, failed to pay overtime, failed to reimburse necessary business
25 expenditures, furnished noncompliant wage statements, and failed to pay all owed wages at time
26 of termination and thus, she is entitled to unpaid wages for all hours worked, overtime pay, meal
27 and rest break premiums and derivative penalties.

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

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

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

7. Plaintiff brings this lawsuit against Defendants seeking restitution, declaratory judgment, injunctive relief, and monetary relief on behalf of herself and all other Aggrieved Employees of Defendants in California. Plaintiff seeks to recover, *inter alia*, unpaid wages, unreimbursed expenses, interest, attorney's fees, damages, liquidated damages, penalties, and costs pursuant to Labor Code sections 201, 202, 204, 210, 223, 225.5, 226, 226.3, 226.7, 245 *et seq.*, 246, 510, 512, 98.6, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, 2802, and the provisions of the applicable IWC Wage Order.

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

PARTIES, THEIR AGENTS AND JOINT LIABILITY

9. At all relevant times herein, Plaintiff was a resident and now is an individual residing in the County of Los Angeles, State of California. Defendants employed Plaintiff from April 2020 to June 12, 2020.

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

1 11. At all relevant times herein, Defendant BOK was a California corporation with its
2 principal executive office in La Habra, California, and doing business throughout the County of
3 Orange, California. Defendant BOK is an employer as defined by the California Fair Employment
4 and Housing Act (“FEHA”), California Government Code §§ 12926 and 12940, as it regularly
5 employs five or more employees. Defendant BOK was and is an employer of Plaintiff and of
6 other Aggrieved Employees within the meaning of the California Labor Code, the applicable
7 Wage Order. Defendant BOK exercised control over the wages, hours and working conditions of
8 Plaintiff and other Aggrieved Employees, and supervised her work. Defendant BOK suffered and
9 permitted Plaintiff and other Aggrieved Employees to work. Defendant BOK knew or reasonably
10 should have known that Plaintiff and other Aggrieved Employees were subjected to unlawful
11 working conditions.

12 12. All relevant times herein, Defendant BOK was an employer whose employees were
13 and are engaged to work in the State of California.

14 13. Plaintiff is informed and believes, and based thereon alleges, that Defendant PAK
15 is a California resident who owns, operates, and/or manages Defendant BOK, the company at
16 issue in this lawsuit. Plaintiff is informed and believed, and based thereon alleges, that Defendant
17 PAK is an owner, director, officer, managing agent and/or is acting on behalf of Defendant BOK,
18 the employer and company at issue in this lawsuit. On information and belief, and based thereon
19 alleged, Defendant PAK is a resident of the County of Orange in the State of California.

20 14. The true names and capacities, whether corporate, associate, individual or
21 otherwise of defendants DOES 1 through 20, inclusive, are unknown to Plaintiff, who therefore
22 sues said defendants by such fictitious names pursuant to California Code of Civil Procedure §
23 474. Each of the defendants designated herein as a DOE is negligently or otherwise legally
24 responsible in some manner for the events and happenings herein referred to and caused injuries
25 and damages proximately thereby to Plaintiff, as herein alleged. Plaintiff is informed and believes
26 and thereon alleges that each of said fictitious Defendants were responsible in some way for the
27 matters alleged herein and proximately caused Plaintiff to be subject to the illegal employment
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1 practices, wrongs and injuries complained of herein. Plaintiff will ask leave of court to amend this
2 Complaint to show their names and capacities when the same have been ascertained.

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

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

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

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

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

25 20. Plaintiff is informed and believes and based thereon alleges that at all times
26 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
27 joint venturer of, or working in concert with each of the other co-Defendants and was acting
28 within the course and scope of such agency, employment, joint venture, or concerted activity. To

1 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
2 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
3 Defendants.

4 21. At all times herein mentioned, Defendants, and each of them, were members of,
5 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
6 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

7 22. At all times herein mentioned, the acts and omissions of various Defendants, and
8 each of them, concurred and contributed to the various acts and omissions of each and all of the
9 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
10 herein mentioned, Defendants, and each of them, ratified each and every act or omission
11 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
12 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
13 damages as herein alleged.

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

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

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

3 **JURISDICTION AND VENUE**

4 26. The California Superior Court has jurisdiction over this action pursuant to
5 California Constitution Article VI, Section 10, which grants the Superior Court original
6 jurisdiction in all causes except those given by statute to other trial courts. The statutes under
7 which this action is brought do not specify any other basis for jurisdiction. The Superior Court of
8 California has jurisdiction over this matter pursuant to the California Labor Code and the
9 California Government Code. The Court also has subject-matter jurisdiction to hear this case
10 because Plaintiff is informed and believes that the monetary damages and restitution sought herein
11 for Defendants' conduct exceeds the minimum jurisdictional limits of the Superior Court.

12 27. The California Superior Court has jurisdiction over Defendants because Defendant
13 BOK is a California corporation with its principal place of business within the State of California
14 and was at all relevant times authorized and did do business in the State of California. Further,
15 Plaintiff resides in the State of California and the illegal conduct herein took place within the State
16 of California.

17 28. Venue is proper in this Court pursuant to Code of Civil Procedure sections 395(a)
18 and 395.5 because Defendants reside, maintain their principal California offices, transact business,
19 and/or have an agent in Orange County and Defendants are otherwise within this Court's
20 jurisdiction for purposes of service of process. On information and belief, Defendants employ
21 numerous individuals throughout Orange County in the State of California. Moreover, venue is
22 proper in the County of Orange because Defendants' unlawful practice and wrongful conduct, as
23 alleged herein, occurred in said County and State and because RAMIREZ worked in said County
24 and State. See Government Code § 12965(b).

25 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

26 29. On December 7, 2020, RAMIREZ filed a timely complaint with the Department of
27 Fair Employment and Housing ("DFEH") and received her right to sue letter. A true and correct
28 copy of the complaint and right-to-sue letter is attached herein as **EXHIBIT 1**.

30. On September 23, 2020, RAMIREZ satisfied the procedural requirements of section 2699.3 by serving the LWDA electronically and Defendants via Certified Mail (and electronically) with her notice for wage and hour violations and penalties, including the facts and theories to support each violation. A true and correct of Plaintiff PAGA notice is attached hereto as **EXHIBIT 2**. As of the date of the filing of this Complaint, the LWDA has not informed RAMIREZ whether the LWDA intends to investigate RAMIREZ'S claims. More than 65 days have passed since RAMIREZ served notice via Certified Mail to the LWDA and her employers. Therefore, RAMIREZ satisfied all the administrative requirements to pursue civil penalties against Defendants pursuant to Labor Code section 2698, *et seq.*

ALLEGATIONS REGARDING PLAINTIFF'S WRONGFUL TERMINATION

31. BOK is an assisted living facility in La Habra, California.

32. According to BOK'S Statement of Information filed with the Secretary of State on or around October 4, 2019, PAK is BOK'S Chief Executive Officer, Secretary, Chief Financial Officer, and is a corporate director.

33. RAMIREZ was hired by BOK on or around April 8, 2020 to work as a caregiver to BOK'S elderly residents.

34. Upon being hired, BOK had RAMIREZ sign various documents and policies. One of them was titled "Employment Contract Agreement." The "agreement" stated in part, "If for any reason the Employee cannot perform their duties, by physical or mental disability, the Employer may terminate this Agreement by giving the Employee 30 days' written notice."

35. RAMIREZ is Hispanic. Throughout her employment, RAMIREZ associated with one of BOK'S other employees, Taylor Teepen, who is African American. RAMIREZ is informed and believes and based thereon alleges that most of the employees at BOK were/are Korean.

36. Sometime shortly after being hired, RAMIREZ and Ms. Teepen witnessed two of Defendants' employees transporting a resident in a wheelchair through the facility between memory care and assisted living. On information and believe and based thereon allege, this particular resident would be taken upstairs to memory care for half the day, and then Defendant's employees would bring her back downstairs to assisted living without tending to her dietary and

1 sanitary needs prior to bedtime. On this particular occasion, the resident did not look well; she
2 appeared malnourished, unclean and unkept, and RAMIREZ and Ms. Teepen could tell the
3 resident's diaper had not been changed in a while. RAMIREZ and Ms. Teepen then reported what
4 they saw to "Monica," who is, based on information and belief, a supervisor or managerial level
5 employee of BOK. When RAMIREZ and Ms. Teepen reported this to Monica, they believed or
6 had reasonable cause to believe that they were disclosing a violation of a state or federal statute, or
7 a violation of or noncompliance with a local, state, or federal rule or regulation. Monica then
8 asked RAMIREZ and Teepen to go get the resident, which they did. As RAMIREZ and Ms.
9 Teepen were transporting the resident with her wheelchair, the two BOK employees who were
10 seen with the resident just prior (who were both Korean) confronted RAMIREZ and Ms. Teepen.
11 One of the Korean women began to assault Ms. Teepen by pushing her and hitting her. This
12 caused Ms. Teepen to lose grip of the resident's wheelchair, causing the resident to dangerously
13 roll away. Ms. Teepen pled for these women to stop hitting her, and ultimately, the conflict
14 subsided. RAMIREZ and Ms. Teepen then tended to the resident and returned her to safety.

15 37. Immediately after this incident, and on the same day, RAMIREZ and Ms. Teepen
16 complained to Monica about what happened. Monica was not shocked; she then went and spoke
17 to the two employees. RAMIREZ and Ms. Teepen saw Monica and the two employees speaking
18 in Korean and laughing. Monica then returned and explained to RAMIREZ and Ms. Teepen to the
19 effect of, "It's just their culture; that's what they do." When RAMIREZ and Ms. Teepen
20 complained to Monica about the assault and battery, they believed or had reasonable cause to
21 believe that they were disclosing a violation of a state or federal statute, or a violation of or
22 noncompliance with a local, state, or federal rule or regulation. RAMIREZ is informed and
23 believes and based thereon alleges that Ms. Teepen filed a police report regarding this incident.

24 38. Throughout RAMIREZ'S employment with BOK, she witnessed BOK employees
25 mistreat its elder residents, up to and including what she believed to be physical abuse.

26 39. Shortly after being hired, on or around April 30, 2020, RAMIREZ witnessed one of
27 BOK's elder residents with a badly bruised face. RAMIREZ is informed and believes and based
28 thereon alleges that the resident had been abused by BOK's employees, or that the resident's

1 bruised face was caused by the negligence of BOK's employees. RAMIREZ contacted the
2 authorities and paramedics responded to the scene to investigate and provide care for the resident.
3 When RAMIREZ contacted the authorities, she believed or had reasonable cause to believe that
4 she was disclosing a violation of a state or federal statute, or a violation of or noncompliance with
5 a local, state, or federal rule or regulation. Specifically, RAMIREZ is informed and believes, and
6 based thereon alleges, that Defendants were violating California laws including, but not limited to,
7 violating California's Health and Safety Code, Penal Code, Welfare and Institutions Code, and/or
8 Code of Regulations applicable to Residential Care Facilities such as Defendants.

9 40. The next day, on or around May 1, 2020, RAMIREZ received an "Employee Write
10 Up" by BOK. Specifically, BOK gave RAMIREZ a disciplinary written warning because
11 RAMIREZ contacted "9-1-1 without notifying her managers." RAMIREZ was threatened with
12 termination in this written warning, and she was also ordered not to call the authorities on her own
13 anymore. RAMIREZ is informed and believes and based thereon alleges that Defendants issued
14 this written warning in retaliation for her protected activities and because of her association with
15 Ms. Teeppen. Thereafter, and moreover, RAMIREZ is informed and believes and based thereon
16 alleges that Defendants cut RAMIREZ'S working hours in further retaliation for her reporting
17 their illegal activities as well as her association with Ms. Teeppen.

18 41. On or around May 8, 2020, PAK sent RAMIREZ a text message in which she
19 stated, "Hi Rachel I'm not sure if you knew you were scheduled this morning but when you have
20 the chance, can you please stop by? I would like to talk to you personally." Of note, Defendants
21 had scheduled RAMIREZ for a shift for which Defendants knew RAMIREZ was not available.
22 RAMIREZ is informed and believes and based thereon alleges that this was done in further
23 retaliation for her protected activity. RAMIREZ replied and reminded PAK about her scheduling
24 unavailability. RAMIREZ believed that Defendants were going to terminate her employment in
25 retaliation due to her protected activity. PAKR replied, "No, we were not thinking about firing
26 you, I wanted to talk to you about something else..." Later that day, RAMIREZ went to work and
27 met with PAK. PAK accused RAMIREZ of having called 9-1-1- the month prior and was
28 intimidating RAMIREZ. PAK told RAMIREZ that she should never contacted the authorities

1 without first speaking to a manager. PAK then told RAMIREZ that she was going to be
2 interviewed by someone from the authorities and that if she didn't give too much detail,
3 Defendants would let RAMIREZ keep her job. Defendants then arranged for RAMIREZ to speak
4 to an unidentified male who led RAMIREZ to believe he was with the authorities. She told this
5 man everything that had happened to the elder resident. When RAMIREZ spoke to this
6 individual, she believed or had reasonable cause to believe that she was disclosing a violation of a
7 state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
8 regulation.

9 42. That same day, on or around May 8, 2020, Defendants issued a "Second" written
10 warning for the alleged scheduling incident of May 8, 2020. RAMIREZ is informed and believes
11 and based thereon alleges that this second written discipline was in retaliation for her having
12 engaged in protected activities and because of her association with Ms. Teeppen.

13 43. On or around May 10, 2020, RAMIREZ was exposed to Covid-19 and followed the
14 CDC guidelines by beginning a self-quarantine at home. Accordingly, RAMIREZ is informed and
15 believes and based thereon alleges that she was perceived to be disabled. She contacted
16 Defendants and informed "Mr. Park," who RAMIREZ believed to be a supervisor and/or
17 managerial level employee of BOK. Thereafter, another supervisory or managerial level
18 employee named "Monica" contacted RAMIREZ and asked if RAMIREZ was going to "make it"
19 to her scheduled shift. RAMIREZ stated, "No, I can't make it," and informed her that she was
20 quarantined. "Monica" replied, "Oh my God you messed up the schedule, always you, okay bye."

21 44. On or around May 18, 2020, Monica placed RAMIREZ on the schedule, before the
22 end of her quarantine period. On or around May 19, 2020, RAMIREZ sent Monica a text message
23 and stated, "Monica, I am still quarantining I have not gotten my test results back yet I can not
24 [sic] go into work its [sic] not safe because I may have the corona." Monica then replied, "You
25 mean no longer, right?" RAMIREZ believed that Monica was forcing her to resign or was
26 threatening her with termination in retaliation for her protected activities and her perceived
27 disability. That same day, on or around May 19, 2020, RAMIREZ sent a text message to PAK.
28 She stated, "I'm still quarantining at home I have not yet received my test results yet I have

1 waiting for them so I told Monica I don't want to come in just yet. Just in case I'm sick but I think
2 she misunderstood me and thinks I'm quitting which I am not." Thereafter, RAMIREZ was
3 cleared to return to work. However, RAMIERZ was not placed back on the schedule.

4 45. On or around May 23, 2020, RAMIREZ sent a text message to Monica, stating,
5 "Hello Monica my test came back negative can you put me on the new schedule with Taylor.
6 Thanks." Monica did not respond.

7 46. On or around May 25, 2020, RAMIREZ received a group text message from her
8 coworkers about the employees' paychecks being late. The next day, on or around May 26, 2020,
9 still not having been placed on the schedule, RAMIREZ replied to the group text chain and said,
10 "Can someone send me the new schedule?" An employee replied, "You are not on the schedule."
11 RAMIREZ replied, "When will u [sic] put me back on? I'm not on the schedule even though I
12 told Monica in advance." No one replied and RAMIREZ was not placed on the schedule.
13 RAMIREZ is informed and believes and based thereon alleges that Defendants did not place her
14 on the schedule in retaliation and discrimination for her protected activities, perceived disabilities,
15 and her association with Ms. Teepen.

16 47. On or around May 31, 2020, RAMIREZ sent a text message to PAK, stating, "Hi
17 hope [sic] I have been having a hard time reaching out to Monica to put me back on the schedule."
18 The next day, Monica sent RAMIREZ the schedule and RAMIERZ was scheduled to work.

19 48. On or around June 8, 2020, RAMIREZ sent a text message to the group and asked,
20 "Can someone send me the new schedule?" When the schedule was sent, RAMIREZ saw that her
21 name was crossed out. She replied, "Why am I crossed out." RAMIREZ is informed and believes
22 and based thereon alleges that this was further retaliation and discrimination for the
23 aforementioned protected activities and protected categories.

24 49. The next day, on or around June 9, 2020, Monica sent a text message to RAMIREZ
25 with the corrected schedule. Monica then asked RAMIREZ if she could come to work on Friday
26 and Saturday, and RAMIREZ replied stating "Yes."

27 50. On or around June 10, 2020, RAMIREZ felt a sharp pain in her breast while caring
28 for a patient. RAMIREZ searched the facility for a supervisor to ask to be relieved from work for

1 the day due to the pain, but she did not locate anyone. RAMIREZ could not bear to work any
2 longer, so she had no choice but to leave work.

3 51. On or around June 12, 2020, RAMIREZ received a phone call from Monica, who
4 was upset that RAMIREZ left work. RAMIERZ informed her that she was not well, had seen a
5 doctor, and was placed out of work due to disability. Monica replied, to the effect of, "I don't care
6 what's going on, I'm upset you messed up the whole schedule. I have to remake the schedule.
7 You messed up the schedule. Now that you're gone, I have to find someone who's on call and
8 take your schedule. Don't come back." As a result, Defendants wrongfully terminated
9 RAMIERZ'S employment. That same day, RAMIREZ sent Monica a note from Kaiser placing
10 her off work due to disability from June 10, 2020 to June 14, 2020. Monica did not respond.

11 52. On or around June 17, 2020, Monica sent RAMIREZ a text message with a
12 photograph of the work schedule. She stated, "Are you coming Fri n Sun am [sic]?" RAMIREZ
13 did not believe this was a good faith and legitimate offer to return to work, since Monica had
14 terminated her five days prior. On or around June 18, 2020, Monica sent a text message to
15 RAMIREZ stating, "No longer work, right? Please confirm." RAMIREZ believed Monica was
16 simply attempting to change the narrative of Defendants wrongful conduct to make it seem that
17 RAMIREZ had resigned, which she had no. RAMIREZ replied, "I thought you fired me."
18 Monica never replied to this text message.

19 53. RAMIREZ is informed and believes, and based thereon alleges, that Defendants'
20 reasons for terminating her employment as because of her protected activities, disabilities, and her
21 association with a member of a protected class.

22 54. On or around July 9, 2020, RAMIREZ was admitted to the hospital for a surgery
23 due to her disability.

24 55. Additionally, due to Defendants' wrongful conduct, RAMIREZ has suffered
25 significant emotional distress and economic damages, including her salary, benefits and other
26 damages assessed by an expert.

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ALLEGATIONS REGARDING DEFENDANTS' WAGE AND HOUR VIOLATIONS

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

57. Throughout RAMIREZ'S employment, she and other Aggrieved Employees were classified as non-exempt employees. RAMIREZ'S and on information and belief, other Aggrieved Employees' duties included, but were not limited to providing car for Defendants elderly residents.

58. When RAMIREZ was hired by Defendants, she was required to undergo and pass a background check as a condition of employment. RAMIREZ is informed and believes, and based thereon alleges, that other Aggrieved Employees were also required to undergo a background check as a condition of employment. Defendants required RAMIREZ, and on information and believe, other Aggrieved Employees, to pay for their own background checks and never reimbursed them for this expense. RAMIREZ is informed and believes, and based thereon alleges, that Defendants violated Labor Code § 2802.

59. RAMIREZ and, on information and belief, other Aggrieved Employees, were paid \$12/hour, which was less than the State of California minimum wage for employers with 26 or more employees. RAMIREZ is informed and believes, and based thereon alleges that Defendants employed 26 or more employees, and were required to pay a minimum wage of \$13/hour.

60. RAMIREZ and, on information and belief, other Aggrieved Employees, worked overtime hours, but Defendants would not pay overtime. RAMIREZ and, on information and believe, other Aggrieved Employees, worked in excess of eight hours during shifts because of staffing and/or workload, staying later than scheduled, and/or worked during their meal periods or missed them entirely, thereby incurring overtime hours. Moreover, RAMIREZ'S and, on information and belief, other Aggrieved Employees' wage statements did not contain the number of overtime hours worked nor did the wage statements include the overtime rates.

61. Defendants had a pattern and practice of not providing RAMIREZ and, on information and belief, other Aggrieved Employees with legally compliant meal periods, even though Plaintiff and, on information and belief, other Aggrieved Employees worked more than six

(6) hours during her workday, and also had a pattern and practice of not providing Plaintiff and, on information and belief, other Aggrieved Employees, with a second legally compliant meal periods, even though Plaintiff and, on information and belief, other Aggrieved Employees worked more than ten (10) hours during her workday. RAMIREZ and, on information and believe, other Aggrieved Employees, would either miss their meal periods, take their meal periods beyond the fifth hour, would get interrupted during their meal period, or would take meal periods that were not at least 30 minutes. Accordingly, RAMIREZ and, on information and belief, other Aggrieved Employees, would not be provided duty-free and compliant meal breaks. Finally, Defendants did not pay the requisite meal period premium pay of an additional hour of wages.

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

63. Defendants similarly have a pattern and practice of failing to authorize and permit RAMIREZ and, on information and belief, other Aggrieved Employees to take legally compliant rest periods of at least 10 minutes for every four-hour work period, or major fraction thereof. Based on information and belief, and based thereon alleged, Defendants have a company-wide policy and practice of understaffing its facility or placing burdens on employees such that it was very difficult to take a timely rest period and/or they were not authorized or permitted to take rest periods throughout their shifts.

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

65. Although RAMIREZ'S meal and rest periods were regularly missed Defendants did not compensate RAMIREZ and, on information and belief, other Aggrieved Employees an additional hour of pay at their regular rate of pay for the times that RAMIREZ and, on information

1 and belief, other Aggrieved Employees were not authorized or permitted to take a compliant and
2 timely meal or rest period, in violation of Labor Code § 226.7.

3 66. Defendants did not and are not keeping accurate records or work hours for
4 RAMIREZ and, on information and belief, other Aggrieved Employees. Moreover, Defendants
5 failed to accurately record RAMIREZ'S and, on information and belief, other Aggrieved
6 Employees' hours worked, including but not limited to, Defendants failure to record the proper
7 beginning and end of each work period, the total hours worked during the pay period, the
8 applicable rates of pay, and the wages paid. For example, meal breaks were not accurately
9 recorded on time records in violation of the Wage Order. As a direct consequence of Defendants'
10 illegal policies, Defendants did not keep accurate records of the actual hours that RAMIREZ and,
11 on information and belief, other Aggrieved Employees were under the control of Defendants,
12 including, but not limited to, time suffered and permitted to work, as well as all wages earned.

13 67. Defendants similarly failed to provide RAMIREZ and, on information and belief,
14 other Aggrieved Employees with accurate itemized wage statements by issuing wage statements
15 that did not include the correct number of hours worked, the applicable rates of pay, including the
16 correct minimum and overtime rates as required under Labor Code section 226, did not include or
17 reflect the payment of the one hour premiums for non-compliant meal and/or rest periods, and did
18 not include an accurate balance of RAMIREZ and, on information and belief, other Aggrieved
19 Employees' available sick leave. As such, Defendants violated Labor Code section 226(a) by not
20 providing accurate, itemized wage statements to RAMIREZ and, on information and belief, to
21 other Aggrieved Employees by not accurately reflecting the hours worked, as well as by not
22 including the premium pay for missed rest breaks and meal periods on the paystubs. Defendants
23 similarly failed to provide RAMIREZ and, on information and belief, other Aggrieved Employees
24 with accurate itemized wage statements.

25 68. Defendants similarly failed to provide RAMIREZ and, on information and belief,
26 other Aggrieved Employees with their sick leave pursuant to the Health Workplace Families Act
27 of 2014. Similarly, RAMIREZ'S and, on information and belief, other Aggrieved Employees'
28 wage statements did not include the balance of their sick leave in violation of Labor Code § 246.

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

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

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

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

73. Defendants knew or should have known that they had a duty to properly compensate RAMIREZ and other Aggrieved Employee, and they willfully, knowingly, and intentionally failed to do so in order to increase their profits.

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

75. Defendants knew or should have known that they were required to keep accurate payroll records showing the hours that RAMIREZ other Aggrieved Employees worked.

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

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

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

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

80. Defendants knew or should have known that they had an obligation to reimburse RAMIREZ and, on information and belief, other Aggrieved Employees for business expenditures, such as employment background searches, required for the performance of their jobs.

81. Defendants knew or should have known that they had an obligation to provide and track on their wage statements, RAMIREZ'S and, on information and belief, other Aggrieved Employees sick leave balances in accordance with California law, which they failed to do.

82. Based on the foregoing violations of the Labor Code and IWC Wage Order, Defendants engaged in unfair business practices in California and willingly and knowingly engaged in an employment pattern and practice that violated California law.

83. RAMIREZ and, on information and belief, other Aggrieved Employees suffered damages due to Defendants' unfair, unlawful and/or fraudulent actions.

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

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FIRST CAUSE OF ACTION

Labor Code Whistleblower Retaliation

(Labor Code 1102.5)

[Against all Defendants, except PAK]

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

86. In violation of California Labor Code sections 1102.5, *et seq.*, Plaintiff was retaliated against, including without limitation because she disclosed information that she had reasonable cause to believe constituted a violation of state or federal statute, or a violation or noncompliance with a local, state, or federal rule or regulation to Defendants, and/or violation or noncompliance with state or federal rules or regulations and/or because Defendants feared and/or suspected that Plaintiff would report to a government or law enforcement agency. These included, but were not limited to, disclosures to Defendants identified above where Plaintiff believed and also had reasonable cause to believe that Defendants had violated California law by endangering the residents' and employee's general health, safety and well-being. Plaintiff is informed and believes, and based thereon alleges, that her disclosures to Defendants and law enforcement officials did or should have put Defendants on notice that they were or may have been violating California laws including, but not limited to violating California's Health and Safety Code, Penal Code, Welfare and Institutions Code and/or Code of Regulations applicable to Residential Care Facilities such as Defendants.

87. Plaintiff engaged in protected activity within the meaning of Labor Code § 1102.5 when she reported to her supervisors, PAK, Monica, and/or others that Plaintiff believed and had reasonable cause to believe Defendants were in violation of state or federal statute, or a violation or noncompliance with a local, state, or federal rule or regulation by endangering the residents' and employee's general health, safety and well-being. Plaintiff is informed and believes, and based thereon alleges, that her supervisors, including but not limited to PAK and Monica and/or other of Defendants' corporate representatives, had authority over Plaintiff and had the authority

1 to investigate, discovery, or correct the alleged violations or noncompliance within the meaning of
2 Labor Code section 1102.5.

3 88. After disclosing Defendants' illegal practices to Defendants and law enforcement,
4 described above, Plaintiff suffered the adverse employment actions of harassment, retaliation,
5 failure to investigate harassment, failure to prevent harassment, loss of gainful employment and
6 related benefits, suspended, administrative leave, termination of employment, and was harmed as
7 result. Defendants' unlawful conduct alleged herein and above, was a substantial factor in causing
8 Plaintiff's harm.

9 89. All of the complaints mentioned above and refusals to engage in illegal activities
10 were made by Plaintiff to Defendants within the meanings of California Labor Code section
11 1102.5, with the good faith belief that the allegations disclosed violations of state and/or federal
12 statutes, rules or regulations.

13 90. A motivating reason for Defendants, and each of them, engaging in the foregoing
14 adverse employment actions against Plaintiff was to retaliate against Plaintiff for engaging in the
15 protected activities of disclosing information to Defendant which Plaintiff had reasonable cause to
16 believe disclosed violations of state or federal statutes, or violations or noncompliance with state
17 or federal rules or regulations. Said actions of retaliation were a direct violation of Labor Code
18 1102.5, and said violation shifts the burden of proof onto Defendants to prove because clear and
19 convincing evidence that the adverse employment decisions mentioned herein were legitimate.

20 91. Said conduct violates California Labor Code section 1102.5, and such violations
21 were a proximate cause in Plaintiff's damages as stated below.

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

24 93. As a direct, foreseeable, and proximate result of said wrongful acts by Defendants,
25 Plaintiff has suffered and will continue to suffer substantial losses in earnings and other
26 employment benefits, along with other incident and consequential damages and losses, all in an
27 amount to be proven at time of trial. Plaintiff claims such amounts as damages together with
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1 prejudgment interest pursuant to Civil Code § 3287 and any other provision of law providing for
2 prejudgment interest.

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

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

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

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

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

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

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

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

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

26 103. Pursuant to Labor Code § 1102.5, Plaintiff requests a reasonable award of
27 attorneys' fees and costs.

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

SECOND CAUSE OF ACTION

Discrimination on the Basis of Race, Disability, and Association with a Member of a Protected Class

(Cal. Govt. Code §§12940, *et seq.*)

[Against all Defendants, Except PAK]

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

106. FEHA requires Defendants to refrain from discriminating against employees on the basis of race, medical condition, disability, or perceived disability, and association with members of protected classes, among others and to prevent discrimination and harassment on the basis of race, medical condition, disability, or perceived disability, and association with members of protected classes from occurring.

107. As aforementioned herein, Plaintiff was a member of the protect classes applicable herein based on her race (Hispanic), and her serious medical conditions or disabilities requiring accommodations, which made performance of major life activities difficult. Defendants were aware of Plaintiff's medical conditions/disabilities. Furthermore, RAMIREZ associated with one of BOK's other employees, Taylor Teepen, who is African American.

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

109. Plaintiff suffered the adverse employment actions of discrimination, harassment, retaliation, failure to investigate harassment and discrimination, failure to prevent harassment discrimination, failure to accommodate, failure to engage in a timely and good faith interactive process, loss of gainful employment and related benefits, reprimands, termination of employment, and was harmed as result. Defendants' unlawful conduct alleged herein and above, was a substantial factor in causing Plaintiff's harm.

1 110. Plaintiff is informed and believes, and based thereon alleges, that her race,
2 disabilities or perceived disabilities, participation in protected activities, association with a
3 member of a protected class, opposition to discrimination and harassment, requesting
4 accommodations, and requesting and taking of medical leave and/or some combination of these
5 protected characteristics and/or activities were substantial motivating reasons and/or factors in the
6 decision to subject Plaintiff to the aforementioned adverse employment actions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

125. Plaintiff has exhausted all applicable administrative remedies.

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

THIRD CAUSE OF ACTION

Retaliation

(Cal. Govt. Code § 12940, *et seq.*)

[Against all Defendants, except PAK]

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

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

1 129. As described hereinabove, the actions of Defendants constitute unlawful
2 discrimination and harassment on the basis of race, disabilities or perceived disabilities, protected
3 activities, and association with a member of a protected class against Plaintiff.

4 130. Plaintiff engaged in the protected conduct of opposing discrimination and
5 harassment by Defendants. Plaintiff also engaged in protected activity when she requested and
6 accommodation and requested and took medical leave.

7 131. Plaintiff suffered the adverse employment actions of race, disability or perceived
8 disability discrimination, discrimination on the basis of her association with a member of a
9 protected class, harassment, retaliation, failure to investigate harassment and discrimination,
10 failure to prevent harassment discrimination, loss of gainful employment and related benefits,
11 reprimands, termination of employment, and was harmed as result. Defendants' unlawful conduct
12 alleged herein and above, was a substantial factor in causing Plaintiff's harm.

13 132. Plaintiff is informed and believes, and based thereon alleges, that her race,
14 disabilities or perceived disabilities, participation in protected activities, association with a
15 member of a protected class, opposition to discrimination and harassment, requesting and taking
16 of medical leave and/or some combination of these protected characteristics and/or activities were
17 substantial motivating reasons and/or factors in the decision to subject Plaintiff to the
18 aforementioned adverse employment actions.

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

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

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

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

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

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

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

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

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

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

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

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

26 145. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
27 attorneys' fees and costs, including expert fees pursuant to the FEHA.
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1 146. The FEHA also provides remedies, including by not limited to, declaratory and
2 injunctive relief, which Plaintiff is entitled to as a result of aforesaid Defendants' unlawful
3 conduct.

4 147. Plaintiff has exhausted all applicable administrative remedies.

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

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Reasonably Accommodate Disability**

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

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

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

13 150. At all times relevant hereto, Plaintiff was willing and able to perform the essential
14 duties and functions of the position she held at Defendants, or could have performed the duties and
15 functions of her position with reasonable accommodation. At no time would performance of the
16 functions of the employment position, with a reasonable accommodation for Plaintiff's disability,
17 or disability as it was perceived by Defendants, have been a danger to Plaintiff's or any other
18 person's health or safety. Accommodation of Plaintiff's disability, or disability as it was
19 perceived by Defendants, would not have imposed an undue hardship on Defendants. Defendants
20 failed and refused to accommodate Plaintiff and failed to engage in the interactive process with
21 Plaintiff and instead discriminated and harassed Plaintiff.

22 151. Defendants harassed, discriminated, retaliated, did not engage in the interactive
23 process with her after she requested an accommodation for her disabilities or perceived disabilities
24 and did not accommodate her disabilities or perceived disabilities because of Plaintiff's disabilities
25 or perceived disabilities, because of her participation in protected activities, because of her
26 opposition to discrimination and harassment, because she complained to Defendants about
27 Defendants' discrimination and harassment and illegal activity, because of her association with a
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1 member of a protected class, because of her race, and because she requested accommodation
2 and/or some combination of these protected characteristics and/or activities.

3 152. Defendants discriminated against Plaintiff by failing to reasonably accommodate
4 Plaintiff for Plaintiff's disability, or disability as it was perceived by Defendants, in violation of
5 the FEHA. The above said acts of Defendants constitute violations of the FEHA and violations of
6 the public policy of the State of California.

7 153. As a result of Defendants' adverse actions, including failure to accommodate,
8 failure to engage in the interactive process, discrimination, harassment and retaliation, Plaintiff
9 was harmed. Defendants' adverse actions were a substantial factor in causing Plaintiff's harm.

10 154. Defendants' retaliatory actions against Plaintiff, as alleged above, constituted
11 unlawful conduct in employment on account of her disabilities, or perceived disabilities.

12 155. Plaintiff is informed and believes and thereon alleges that Defendants' desire to
13 avoid accommodating Plaintiff was a motivating factor in the decisions of Defendants to
14 discriminate against her and ultimately take adverse employment actions against her.

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

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

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

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

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

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

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

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

24 164. The foregoing conduct of Defendants was intended to cause injury to Plaintiff or
25 was despicable conduct carried on by Defendants with a willful and conscious disregard of the
26 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of
27 Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to
28 interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud

1 under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate
2 to punish or make an example of Defendants.

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

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

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

13 168. Plaintiff has exhausted all applicable administrative remedies.

14 169. Plaintiff has been damaged in an amount within the jurisdictional limits of the
15 Court.

16 **FIFTH CAUSE OF ACTION**

17 **Failure to Engage in a Timely, Good Faith,**
18 **Interactive Process with Employee with a Disability**
19 **(Cal. Govt. Code §§ 12940, *et seq.*)**
20 **[Against all Defendants, except PAK]**

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

23 171. At all times relevant hereto, Plaintiff was willing and able to perform the essential
24 duties and functions of the position she held at Defendants, or could have performed the duties and
25 functions of her position with reasonable accommodation. At no time would performance of the
26 functions of the employment position, with a reasonable accommodation for Plaintiff's
27 disabilities, or disabilities as they were perceived by Defendants, have been a danger to Plaintiff's
28 or any other person's health or safety. Accommodation of Plaintiff's disabilities, or disabilities as

1 they were perceived by Defendants, would not have imposed an undue hardship on Defendants.
2 Defendants failed and refused to accommodate Plaintiff and failed to engage in the interactive
3 process with Plaintiff and instead discriminated and harassed Plaintiff.

4 172. Defendants were aware of Plaintiff's disabilities, as alleged above and herein.
5 From the time Plaintiff informed Defendants that she needed an accommodation, Defendants
6 failed and refused to engage Plaintiff in a good faith interactive process and/or to accommodate
7 her disabilities.

8 173. Defendants harassed, discriminated, retaliated, did not engage in the interactive
9 process with her after she requested an accommodation for her disabilities and did not
10 accommodate her disabilities or perceived disabilities because of Plaintiff's disabilities or
11 perceived disabilities, because of her participation in protected activities, because of her
12 association with a member of a protected class, because of her opposition to discrimination and
13 harassment, because she requested accommodation and/or some combination of these protected
14 characteristics and/or activities.

15 174. Defendants' failure to engage with Plaintiff in an interactive process, as alleged
16 above, constitutes unlawful conduct in employment in violation of the FEHA.

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

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

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

28

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

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

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

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

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

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

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

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

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

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

187. Plaintiff has exhausted all applicable administrative remedies.

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

SIXTH CAUSE OF ACTION

Failure to Prevent Discrimination, Harassment and Retaliation

(Cal. Govt. Code §§ 12940, *et seq.*)

[Against all Defendants, except PAK]

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

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

1 their duty to take all reasonable steps necessary to prevent discrimination, harassment and
2 retaliation from occurring, and failing to remedy the same.

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

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

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

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

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

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

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

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

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

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

24 201. The foregoing conduct of Defendants was intended to cause injury to Plaintiff or
25 was despicable conduct carried on by Defendants with a willful and conscious disregard of the
26 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of
27 Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to
28 interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud

under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendant BOK and DOES 1 through 20.

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

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

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

205. Plaintiff has exhausted all applicable administrative remedies.

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

SEVENTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

[Against all Defendants, except PAK]

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

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

209. At all relevant times herein, Defendants had knowledge of Plaintiff's race, disabilities or perceived disabilities, her association with a member of a protected class, her request and taking of medical leave, her complaints to Defendants about their unlawful conduct,

her request for sufficient reimbursement of business expenses, and participation in protected activity.

210. Plaintiff is informed and believes, and based thereon alleges, that her race, disabilities or perceived disabilities, association with a member of a protected class, participation in protected activity, opposition to discrimination and harassment, requesting and taking of medical leave, and/or some combination of these protected characteristics and/or activities were substantial motivating reasons and/or factors in the decision to terminate Plaintiff's employment.

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

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

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

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

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

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

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

218. As a direct, foreseeable, and proximate result of the wrongful conduct of each Defendant as herein alleged, Plaintiff has been forced and/or may be forced to incur expenses for medical care and/or treatment, all in an amount which is presently unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

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

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

221. The foregoing conduct of Defendants was intended to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to constitute malice, oppression, or fraud

under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendant BOKJ and DOES 1 through 20.

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

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

EIGHTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

[Against all Defendants, except PAK]

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

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

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

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

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

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

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

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

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

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

234. The acts of aforesaid Defendants were willful, wanton, malicious, intentional, oppressive and despicable and were done in willful and conscious disregard of the rights, welfare, and safety of Plaintiff, and were done by managerial agents and employees of Defendants, and/or with their express knowledge, consent, and ratification. Defendants, through their officers,

1 managing agents and/or supervisors, authorized, condoned and/or ratified the unlawful conduct of
2 all of the other Defendants named in this action. By reason thereof Defendants' conduct
3 constitutes malice, oppression, or fraud under Civil Code § 3294, entitling Plaintiff to punitive and
4 exemplary damages from Defendant BOK and DOES 1 through 20 in an amount to be determined
5 at the time of trial pursuant to Civil Code § 3294.

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

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

18 **NINTH CAUSE OF ACTION**

19 **Failure to Provide Meal Periods**

20 **(Violation of Labor Code §§ 226.7 and 512)**

21 **[Against all Defendants, Except PAK]**

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

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

1 239. Defendants classified RAMIREZ’S position as non-exempt throughout the duration
2 of her employment and based on that classification, she was entitled to receive a meal period for
3 qualifying shifts.

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

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

16 242. Defendants had a pattern and practice of not providing Plaintiff with legally
17 compliant meal periods, even though Plaintiff worked more than six (6) hours during her workday,
18 and also had a pattern and practice of not providing Plaintiff, with a second legally complaint meal
19 periods, on any occasion that Plaintiff may have worked more than ten (10) hours during her
20 workday.

21 243. Based on information and belief, and based thereon alleged, Defendants have a
22 company-wide policy and practice of placing difficult and unreasonable scheduling and workload
23 burdens on Plaintiff such that it was very difficult to take a timely meal period, and Defendants
24 did not provide Plaintiff with the opportunity to take compliant meal periods. Additionally,
25 Plaintiff would not be provided duty-free meal breaks such that she would be interrupted during
26 her meal periods. Finally, Defendants did not pay the requisite meal period premium pay of an
27 additional hour of wages.

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

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

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

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

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

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

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TENTH CAUSE OF ACTION

Failure to Provide Rest Breaks

(Violation of Labor Code §§ 226.7)

[Against all Defendants, Except PAK]

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

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

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

253. Defendants classified Plaintiff's position as non-exempt throughout the duration of her employment and based on that classification, she was entitled to receive rest periods for qualifying shifts.

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

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

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

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

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

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

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

ELEVENTH CAUSE OF ACTION

Failure to Timely Pay All Wages Upon Separation of Employment and During Employment

(Violation of Labor Code §§ 201-204)

[Against all Defendants]

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

262. Labor Code § 201 requires Defendants to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires Defendants to pay any and all wages due and owing to an employee not having a written contract for a definite period, who quits his or her employment, within 72 hours of the employee quitting his or her employment, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 204 requires Defendants to pay wages twice each calendar month and no later than the payday for the next regular payroll period.

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

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

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

266. As a direct result of Defendants' violations alleged herein, Plaintiff suffered and continue to suffer losses related to the use and enjoyment of wages due and owing to her, all to

1 their respective damage in an amount to be shown according to proof at trial and within the
2 jurisdictional limitations of this Court.

3 **TWELFTH CAUSE OF ACTION**

4 **Failure to Pay Minimum Wages**

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

6 **[Against all Defendants]**

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

9 268. This cause of action is brought pursuant to Labor Code §§ 558, 1194, 1197, and
10 1197.1, which require an employer to pay employees minimum wages for all hours worked less
11 than eight hours in a day and/or less than 40 hours in a workweek.

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

14 270. Defendants paid Plaintiff \$12/hour. Plaintiff is informed and believes and based
15 thereon alleges that Defendants employed 26 or more employees and were required to pay the
16 higher of the two minimum wages. Moreover, Defendants did not pay Plaintiff for all hours
17 worked.

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

272. On occasions that Plaintiff worked overtime, Defendants would not keep track of Plaintiff's overtime hours and instead would pay her for regular hours.

273. Defendants failed to properly pay Plaintiff at least minimum, regular and overtime wages owed for all time suffered or permitted to work, in violation of the Labor Code's overtime provisions. As a result, Plaintiff did not receive the statutory minimum wage for all time suffered or permitted to work because she was not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eight hour of work in a workday and/or forty hours in a workweek.

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

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

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

THIRTEENTH CAUSE OF ACTION

Failure to Pay Overtime

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

[Against all Defendants]

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

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

279. Defendant suffered and permitted employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay.

280. Defendants classified Plaintiff's position as non-exempt throughout the duration of her employment and based on that classification, she was entitled to overtime pay. On occasions that Plaintiff may have worked overtime hours, Defendants did not pay Plaintiff a premium rate for overtime hours worked nor did they ensure that she receive compliant meal or rest breaks. Plaintiff is entitled to payment for all unpaid wages, hours worked, overtime pay, premium pay for missed meal and rest breaks, derivative penalties and other relief requested herein.

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

282. Plaintiff worked overtime on occasions. Defendants would not keep track of Plaintiff's overtime hours. None of this time worked was paid, including no overtime pay. Moreover, Plaintiff's wage statements did not contain the number of overtime hours worked.

283. Defendants failed to properly pay Plaintiff at least minimum, regular and overtime wages owed for all time suffered or permitted to work, in violation of the Labor Code's overtime

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

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

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

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

FOURTEENTH CAUSE OF ACTION

Improper Wage Statements

(Violation of Labor Code § 226)

[Against all Defendants, Except PAK]

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

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

289. Plaintiff is informed and believes and based thereon alleges that Defendants did not pay her the correct minimum wage. Defendants did not pay Plaintiff a premium rate for overtime

1 hours worked nor did they ensure that she receive compliant meal or rest breaks. Defendants did
2 not pay the penalty premiums for the missed breaks.

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

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

26 292. Such a pattern, practice and uniform administration of corporate policy as described
27 herein is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil action, for all
28

1 damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and
2 costs of suit according to the mandate of California Labor Code § 226.

3 **FIFTEENTH CAUSE OF ACTION**

4 **Failure to Reimburse Business Expenses**

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

6 **[Against all Defendants, Except PAK]**

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

9 294. Labor Code § 2802 requires an employer to indemnify its employees for all
10 necessary expenditures or losses incurred by an employee in direct consequence of the discharge
11 of his or her duties of employment.

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

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

21 297. Plaintiff incurred expenses in direct consequence of the discharge of her duties of
22 employment with Defendants, but Defendants failed to adequately reimburse her for such
23 expenses. For example, Plaintiff was required to pay for her own employment background check,
24 which was a condition of employment. Defendants did not reimburse Plaintiff for this business
25 expense. Despite Defendants’ knowledge that Plaintiff, were required to and did incur these
26 expenses, Defendants failed to provide appropriate reimbursement for these expenses, in violation
27 of Labor Code § 2802.

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

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

SIXTEENTH CAUSE OF ACTION

Failure To Maintain Records

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

[Against all Defendants, Except PAK]

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

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

302. Labor Code § 1174.5 provides that "[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500)."

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

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

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

SEVENTEENTH CAUSE OF ACTION

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

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

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

307. Pursuant to Labor Code section 2699(a), Plaintiff seeks civil penalties on behalf of herself and all other current and former employees of Defendants that worked as non-exempt employees in California from September 23, 2019 through the present.

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

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

3 309. Plaintiff brings this cause of action as a proxy for the State of California and in this
4 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violations of
5 Labor Code §§ 201-204, 210, 223, 226, 226.7, 245 *et seq*, 246, 510, 512, 558, 1174, 1174.5, 1194,
6 1197, 1197.1, 1198 and 2802.

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

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

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

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

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

25 d. On or about September 23, 2020, Plaintiff satisfied the procedural
26 requirements of section 2699.3 by serving the LWDA electronically and Defendants via Certified
27 Mail with her notice for wage and hour violations and penalties, including the facts and theories to
28

1 support each violation. A true and correct of Plaintiff PAGA notice is attached hereto as **EXHIBIT**
2 2.

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

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

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

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

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

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

313. Plaintiffs seek 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 sections §§ 201-204, 210, 223, 226, 226.7, 245 *et seq*, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 2802 pursuant to Labor Code section 2698, *et seq*. The exact amount of the applicable penalties is in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

PRAYER FOR RELIEF

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

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

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

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

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

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

6. Attorneys' fees and costs;

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

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

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

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

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

Dated: December 17, 2020

ARIN | JAMES LLP

By:


ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for RACHEL RAMIREZ

DEMAND FOR JURY TRIAL

PLAINTIFF RACHEL RAMIREZ DEMANDS A JURY TRIAL

Dated: December 17, 2020

ARIN | JAMES LLP



By: _____

ARIN NORIJANIAN
JAMES H. DEMERJIAN
Attorneys for RACHEL RAMIREZ



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfefh.ca.gov

December 7, 2020

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202012-12012207
Right to Sue: Ramirez / Bok Senior Hotel, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

December 7, 2020

Rachel Ramirez

,

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 202012-12012207
Right to Sue: Ramirez / Bok Senior Hotel, Inc.

Dear Rachel Ramirez:

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective December 7, 2020 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

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

In the Matter of the Complaint of

Rachel Ramirez

DFEH No. 202012-12012207

Complainant,

vs.

Bok Senior Hotel, Inc.
1100 E WHITTIER BLVD
LA HABRA, California 92631

Respondents

1. Respondent **Bok Senior Hotel, Inc.** is an employer **Bok Senior Hotel, Inc.** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2.

3. Complainant **Rachel Ramirez**, resides in the City of , State of .

4. Complainant alleges that on or about **June 18, 2020**, respondent took the following adverse actions:

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

Complainant was discriminated against because of complainant's race, family care or medical leave (cfra) (employers of 50 or more people), disability (physical or mental), medical condition (cancer or genetic characteristic), other, association with a member of a protected class and as a result of the discrimination was terminated, denied hire or promotion, reprimanded, suspended, demoted, asked impermissible non-job-related questions, denied any employment benefit or privilege, denied reasonable accommodation for a disability, denied family care or medical leave (cfra) (employers of 50 or more people), other, denied work opportunities or assignments, denied or forced to transfer.

Complainant experienced retaliation because complainant reported patient abuse (hospital employees only), reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, participated as a witness in a discrimination or harassment complaint and as a result was terminated, denied hire or promotion, reprimanded, suspended, demoted, asked impermissible non-job-related

1 questions, denied any employment benefit or privilege, denied reasonable accommodation
2 for a disability, denied family care or medical leave (cfra) (employers of 50 or more people),
3 other, denied work opportunities or assignments, denied or forced to transfer.

4 **Additional Complaint Details:** Complainant Rachel Ramirez ("Complainant") was hired by
5 Respondent Bok Senior Hotel, Inc. ("Respondents") in or around April 2020. Complainant
6 was hired to provide care for the elder residents living in Respondent's facility. On or
7 around April 8, 2020, Respondent had Complainant sign an "Employment Contract
8 Agreement." This "Agreement" contained multiple illegal provisions and/or policies. One of
9 them stated, "If for any reason the Employee cannot perform their duties, by physical or
10 mental disability, the Employer may terminate this Agreement by giving the Employee 30
11 days' written notice."

12 Complainant associated with another employee, Taylor Teepen, who was a member of a
13 protected class. Ms. Teepen is African American and previously worked at Respondent's
14 facility with Complainant. Ms. Teepen was subjected to harassment and discrimination on
15 the basis of her race. Complainant made complaints on Ms. Teepen's behalf and engaged
16 in protected activity. Complainant was retaliated against by Respondent as a result.

17 Soon after being hired, on or around April 30, 2020, Complainant witnessed one of
18 Respondent's elder residents with a badly bruised face. Complainant believed that the
19 resident had been abused by Respondent's staff. She called the authorities, and
20 paramedics responded to the scene to investigate and provide care for the resident. The
21 next day, on or around May 1, 2020, Respondent gave Complainant an "Employee Write
22 Up," because she contacted "9-1-1 without notifying her managers." Complainant believed
23 and/or had reasonable belief that she was reporting a violation of the law and was engaged
24 in protected activity. Complainant was threatened with "Termination" in this write up, and
25 she was also told that she should no longer contact the authorities on her own. Thereafter,
26 Respondent cut Complainant's hours in retaliation for her report of illegal activity.

27 On or around May 8, 2020, Respondent's owner/manager, Hope (Pak), sent Complainant a
28 text message in which she stated, "Hi Rachel I'm not sure if you knew you were scheduled
this morning but when you have the chance, can you please stop by? I would like to talk to
you personally." Respondent scheduled Complainant for a shift it knew she was not
available for, as Complainant had a second job and was only available after 3:30 p.m. This
was done in retaliation of her protected activity. Complainant replied and reminded Ms. Pak
of this. Ms. Pak replied, "I wanted to talk to you about something else." Complainant
agreed to go to meet at 3 p.m. When Complainant arrived, Ms. Pak met with her and
accused her of having called 9-1-1 the month prior and was intimidating Complainant. Ms.
Pak told Complainant that she should never contact the authorities without first speaking to
a manager. Ms. Pak then told Complainant that she was going to be interviewed by
someone from the authorities and that if she didn't give too much detail, Respondent would
let Complainant keep her job. Complainant spoke to this individual and told him everything.

Respondent then issued a "Second" written warning for this May 8, 2020 alleged incident as
a pretext for discrimination and retaliation.

1 On or around May 10, 2020, Complainant was exposed to Covid-19 and followed the CDC
2 guidelines by beginning a self-quarantine. She contacted Respondent and informed Mr.
3 Park. A supervisor by the name of Monica then called Complainant and said "Are you going
4 to make it to your schedule?" Complainant stated, "No, I can't make it." Monica then
replied, "Oh my God you messed up the schedule, always you, okay bye."

5 On or around May 18, 2020, Monica placed Complainant on the schedule, before the end of
6 her quarantine period. On May 19, 2020, Complainant sent Monica a text message and
7 stated, "Monica, I am still quarantining I have not gotten my test results back yet I can not go
8 into work its [sic] not safe because I may have the corona." Monica replied, "You mean no
9 longer, right?" Complainant felt Monica was forcing her to resign or was threatening her with
10 termination. Complainant replied, "No I mean just until I get my results for my test because I
11 don't want to get anyone else sick." Complainant then sent a text message to Ms. Pak and
12 stated, "Hello hope I'm still quarantining at home I have not yet received my test results yet I
13 have waiting for them so I told monica. [sic] I don't want to come in just yet. Just in case I'm
14 sick but I think she misunderstood me and thinks I'm quitting which I am not."

15 On May 23, 2020, Complainant sent a text message to Monica and stated, "Hello Monica
16 my test came back negative can you put me on the new schedule with taylor [sic]. Thanks."
17 Monica did not respond.

18 On May 26, 2020, Complainant sent a text message to a group text message chain and
19 said, "Can someone send me the new schedule?" Someone replied, stating, "You are not
20 on the schedule." Complainant stated, "When will u put me back on? I'm not on the
21 schedule even though I told Monica in advance."

22 On May 31, 2020, Complainant sent a text message to Ms. Pak, stating, "Hi hope I have
23 been having a hard time reaching out to Monica to put me back on the schedule."
24 Complainant was then finally placed back on the schedule in June. Complainant is informed
25 and believes and based thereon alleges that Respondent was retaliating against her for her
26 previous protected activity of calling the authorities to report possible patient abuse and for
27 her perceived disability of potentially having contracted Covid-19 and for her following CDC
28 guidelines by self-quarantining.

On June 10, 2020, Complainant felt a sharp pain in her upper torso while caring for a
patient. Complainant searched for a manager but could not find anyone. Complainant
could no longer work and left to seek medical care. Complainant had a disability within the
meaning of the FEHA. Complainant sought medical care at Kaiser.

On June 12, 2020, Monica called Complainant and said along the lines of, "What
happened? Why did you leave? Where are you?" Complainant informed Monica about her
temporary disability. Monica stated, "I don't care what's going on. I'm upset you messed up
the whole schedule. I have to remake the schedule. You messed up the schedule now that
you're gone. I have to find someone who's on call and take your schedule. Don't come
back." Complainant believed that Respondent terminated her employment. Complainant

1 then sent Monica a text message with a picture of her medical note from Kaiser placing her
2 off work from June 10, 2020 to June 14, 2020.

3 On June 17, 2020, Monica sent Complainant a text message stating, "Are you coming Fri n
4 Sun am?" On June 18, 2020, Monica sent Complainant a text message stating, "No longer
5 work, right? Please confirm." Complainant replied, "I thought you fired me." Monica did not
6 respond. Complainant's employment was terminated by Respondent in violation of the
7 FEHA and other laws because Complainant engaged in protected activity by contacting the
8 authorities and reporting violations of the law, because of her disabilities and/or perceived
9 disabilities, because of her requests for accommodation, and because she associated with a
10 member of a protected class.
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1 VERIFICATION

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

5 On December 7, 2020, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Glendale, California**
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Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

September 23, 2020

Via Online Electronic Filing

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

Via Certified Mail & Email

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Email: cucherlaw@msn.com
c/o
Bok Senior Hotel, Inc.
Hope Pak
1100 E. Whittier Blvd.
La Habra, California 92631

Re: **Rachel Ramirez's Wage and Hour Claims Against Bok Senior Hotel, Inc. and Hope Pak**

Dear Labor and Workforce Development Agency, Bok Senior Hotel, Inc. and Hope Pak:

Please be advised that Rachel Ramirez ("Ms. Ramirez") has retained our firm to represent her for claims against her former employer Bok Senior Hotel, Inc. ("BSH" and Hope Pak (hereinafter "Pak") (collectively, "Employers"). Pak is listed as the officer and director of BSH on the corporation's Statement of Information filed on October 4, 2019. Accordingly, during all relevant times relating to Ms. Ramirez's employment, Pak was an "employer" pursuant to Labor Code § 558.1.

This correspondence shall serve as Ms. Ramirez's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Ms. Ramirez and all other aggrieved employees against BSH and Pak. Ms. Ramirez provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.



Ms. Ramirez desires to file a civil action to enforce her rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Ms. Ramirez also intends to represent all other non-exempt employees who performed work for BSH and Pak in California and have suffered at least one of the wage and hour violations described herein during their employment as well as any other violations suffered by the aggrieved employees.

Ms. Ramirez alleges that BSH and Pak committed the following against her and all other current and former non-exempt employees in California during the relevant time period (hereinafter referred to as “Aggrieved Employees”):

Factual Background:

BSH is a is an assisted living community located in La Habra, California. Pak is listed as BSH’s officer and director on the corporation’s Statement of Information filed on October 4, 2019. Ms. Ramirez was employed by Employers as a caregiver from around April 2020 until June 2020. Accordingly, during all relevant times of Ms. Ramirez’s employment, Pak was also an “employer” within the meaning of Labor Code § 558.1.

Ms. Ramirez was a non-exempt employee. Ms. Ramirez’s worked as caregiver and provided care to the elderly residents at BSH. Ms. Ramirez worked at BSH’s facility located at 1100 E. Whittier Blvd., La Habra, California 90631.

BSH’s and Pak’s Labor Code and IWC Wage Order Violations:

BSH and Pak denied Ms. Ramirez and other Aggrieved Employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”). For example, Employers failed to provide Ms. Ramirez and other Aggrieved Employees with legally compliant meal and rest breaks or pay them meal and rest break premiums, failed to timely pay Ms. Ramirez and other Aggrieved Employees all minimum, regular, and overtime wages owed, failed to maintain accurate records and issue accurate itemized wage statements, failed to comply with the mandatory sick leave laws, failed to reimburse necessary business expenditures, and failed to timely pay all wages due during and upon separation of employment. Specifically, Employers committed the following Labor Code violations against Ms. Ramirez and other Aggrieved Employees:

1. BSH and Pak violated Labor Code § 226.7, 512 and the “Meal Period” section of the applicable IWC Wage Order by not providing Ms. Ramirez and other non-exempt employees the opportunity to take compliant (minimum) 30-minute, off-duty



meal periods within the first 5 hours of work for shifts in excess of 5 hours. Ms. Ramirez and other aggrieved employees worked shifts every day that entitled them to lawful and compliant meal periods. BSH routinely understaffed its facility, leaving Ms. Ramirez and other Aggrieved Employees short-staffed. For example, as a result, Ms. Ramirez and other non-exempt employees routinely either entirely missed their meal periods, were forced to take their meal periods after the fifth hour, were interrupted during their meal period, or were not permitted to leave the premises. In addition, BSH and Pak did not pay the requisite meal period premium pay of an additional hour of wages. Moreover, BSH and Pak did not maintain time records that reflected the start and end times of Ms. Ramirez's and other Aggrieved Employees' meal periods.

2. Additionally, Employers violated Labor Code § 226.7 and the "Rest Period" section of the applicable IWC Wage Order by not authorizing or permitting Ms. Ramirez and other Aggrieved Employees to take legally compliant duty-free rest breaks for every 4 hours worked, or major fraction thereof. Again, Ms. Ramirez and other Aggrieved Employees always worked a full-time shift of at least eight hours each day. Accordingly, Ms. Ramirez and other non-exempt employees were entitled to take no less than two rest periods each day. Ms. Ramirez and other Aggrieved Employees were never provided an opportunity to take complaint rest breaks. For example, because BSH routinely understaffed its facility, Ms. Ramirez and other Aggrieved Employees were either forced to entirely miss their rest periods, were forced to take them in an untimely manner, were interrupted during their duty free rest periods, or were not provided an opportunity to take at least 10 minute rest periods. Ms. Ramirez and other Aggrieved Employees were not permitted to take compliant rest periods. Finally, BSH and Pak failed to pay the requisite rest period premium pay of an additional hour of wages.

3. BSH and Pak violated Labor Code §§ 558, 1194, 1197, 1197.1 and the "Hours and Days of Work" sections of the applicable Wage Order by not paying Ms. Ramirez and other Aggrieved Employees their minimum wage for all hours worked. Throughout her employment at BSH, BSH and Pak would require Ms. Ramirez to work off-the-clock and would not compensate them for this time. Ms. Ramirez and other Aggrieved Employees were never compensated for this off-the-clock work. Moreover, BSH and Pak failed to comply with the State of California's minimum wage law by paying its employees less than the applicable minimum wages. As a result, Ms. Ramirez and other Aggrieved Employees did not receive the statutory minimum wage for all time suffered or permitted to work because they were not properly compensated, nor did they receive proper overtime compensation for all hours worked after the eighth hour in a workday and forty hours in a workweek.



4. BSH and Pak violated Labor Code §§ 510, 558, 1194, 1197.1 and the “Hours and Days of Work” sections of the applicable Wage Order by not paying Ms. Ramirez and other Aggrieved Employees any applicable overtime wages for time spent over 8 hours in a day or 40 hours in a workweek. Ms. Ramirez and other Aggrieved Employees routinely worked more than 8 hours in a day or 40 hours in a workweek and were not compensated at the proper overtime rates.

5. BSH and Pak violated Labor Code § 245 *et seq.*, known as the Healthy Workplaces, Healthy Families Act of 2014. BSH and Pak did not provide Ms. Ramirez and other Aggrieved Employees with sick leave in accordance with the Labor Code. Additionally, Labor Code § 246 requires an employer to set forth the amount of paid sick leave available for use on its employees’ itemized wage statements described in Labor Code § 226 or in a separate writing provided on the employee’s designated pay date. Because Employers failed to comply with the Los Angeles Paid Sick Leave law, Ms. Ramirez’s and other Aggrieved Employees’ itemized wage statements did not include an accurate itemization of their sick leave balance. Lastly, BSH and Pak retaliated against Ms. Ramirez, and on information and belief, other Aggrieved Employees as well, when they exercised their rights and requested and/or used sick leave. BSH and Pak would reduce employees’ hours if they called in sick in violation of Labor Code § 246.5, 233.

6. BSH and Pak violated Labor Code § 226(a) by issuing wage statements that did not include the correct total regular and overtime hours worked, the overtime rate, the premium payments for non-compliant or missed meal and/or rest periods, the correct amount of gross and net wages earned, the employer’s address, the correct balance of sick leave, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate, as required under Labor Code section 226. As such, BSH and Pak violated Labor Code section 226(a) by not providing accurate, itemized wage statements to Ms. Ramirez and other Aggrieved Employees.

7. BSH and Pak violated Labor Code sections 201-204, 210, 1194, 1194.2, 1198 and the “Minimum Wage” section of the applicable Wage Order by failing to pay all wages during employment and upon separation of employee to Ms. Ramirez and other non-exempt employees, including without limitation, by not paying employees for all hours worked (including off-the-clock hours and overtime hours), and by not paying employees on a timely basis.

8. BSH and Pak violated Labor Code §§ 1174, 1174.5, 1198 and the “Records” section of the applicable Wage Order by failing to accurately record Ms. Ramirez’s and other Aggrieved Employees’ hours worked including, but not limited to, BSH’s and Pak’s failure to record the proper beginning and end of each work period, the



total hours worked during the pay period, the applicable rates of pay, and the wages paid. Moreover, meal breaks were not accurately identified on time records in violation of the applicable Wage Order. Time records only showed that a meal break was taken, but failed to identify the times the meal period began and ended.

9. BSH and Pak violated Labor Code § 2802 by failing to reimburse for necessary business expenditures including but not limited to: Ms. Ramirez' and other Aggrieved Employees' background checks. BSH and Pak required Ms. Ramirez and other Aggrieved Employees to pay for their own employment background checks and did not reimburse them for this business expense.

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

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

Very truly yours,

Arin | James LLP

Arin Norjianian
James Demerjian

an/jd