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VANESSA PEREZ, MARIO CAZARES, ANTHONY HANSELMAN,
SCOTT NASON, MOHAN RAO, JANE SANDELMAN, and
SHANNON TABONE

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

VANESSA PEREZ, an individual; MARIO
CAZARES, an individual; ANTHONY
HANSELMAN, an individual; SCOTT
NASON, an individual; MOHAN RAO,
an individual; JANE SANDELMAN, an
individual; and SHANNON TABONE,
an individual,

Plaintiff,

v.

HYPERION MOTORS, INC., a Delaware
corporation; HYPERION COMPANIES,
INC., a Delaware corporation; ANGELO
KAFANTARIS, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No. 30-2020-01170764-CU-WT-CJC
Assigned for All Purposes Judge David Hoffer
FIRST AMENDED COMPLAINT FOR:

- 1. Gender Discrimination in Violation of Cal. Gov. § 12940 et seq.**
- 2. Sexual Harassment in Violation of Cal. Gov. § 12940 et seq.**
- 3. Age Discrimination in Violation of Cal. Gov. § 12940 et seq.**
- 4. Age Harassment in Violation of Cal. Gov. § 12940 et seq.**
- 5. Failure to Take All Reasonable Steps to Prevent Harassment, Discrimination, and Retaliation in Violation of Cal. Gov. § 12940(j)(1) and (k)**
- 6. Negligent Supervision, Hiring, and Retention**
- 7. Retaliation in Violation of Cal. Gov. § 12940 et seq.**
- 8. Retaliation in Violation of Cal. Labor Code § 1102.5**
- 9. Retaliation in Violation of Public Policy, Cal. Labor Code § 232.5**
- 10. Breach of Oral Contract**
- 11. Breach of Implied Contract**
- 12. Breach of the Covenant of Good Faith and Fair Dealing**
- 13. Fraud**

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-) **14. Promissory Estoppel**
-) **15. Quantum Meruit**
-) **16. Wrongful Termination in Violation of Public Policy**
-) **17. Constructive Wrongful Termination in Violation of Public Policy**
-) **18. Intentional Infliction of Emotional Distress**
-) **19. Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198)**
-) **20. PAGA Claim For Failure To Pay Overtime Compensation**
-) **21. Violation of Cal. Labor Code §§ 226.7(a) and 512(a) – Unpaid Missed Meal Breaks**
-) **22. PAGA Claim for Failure to Provide Meal Breaks**
-) **23. Violation of Cal. Labor Code § 226.7(a) and IWC Wage Order 1-2001(12) – Unpaid Missed Rest Breaks**
-) **24. PAGA Claim for Failure to Provide Rest Breaks**
-) **25. Failure to Reimburse Business Expenses (Labor Code § 2802)**
-) **26. PAGA Claim for Failure to Reimburse Business Expenses**
-) **27. Failure to Pay Minimum Wage Compensation (Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, 1197)**
-) **28. PAGA Claim for Failure to Pay Minimum Wage Compensation**
-) **29. Violation of Cal. Labor Code § 226(a) and 226.3 – Improper Wage Statements**
-) **30. PAGA Claim for Improper Wage Statements**
-) **31. Failure to Timely Pay Wages Upon Discharge And Waiting Time Penalties (Labor Code §§ 201-204 and 256)**
-) **32. PAGA Claim for Failure to Timely Pay Wages Upon Discharge and Waiting Time Penalties**
-) **33. Violation of California Unfair Competition Law (Bus. and Prof. Code §§ 17200 *et seq*)**
-) **JURY TRIAL DEMANDED**

1 Plaintiffs VANESSA PEREZ, MARIO CAZARES, ANTHONY HANSELMAN, SCOTT
2 NASON, MOHAN RAO, JANE SANDELMAN, and SHANNON TABONE (collectively,
3 “Plaintiffs”) allege against Defendants HYPERION MOTORS, INC., HYPERION COMPANIES,
4 INC., ANGELO KAFANTARIS, and DOES 1 through 50 (collectively, “Defendants”), as
5 follows:

6 **INTRODUCTION**

7 1. According to its website (www.hyperion.inc), Defendants HYPERION MOTORS,
8 INC. and HYPERION COMPANIES, INC. (collectively, “Hyperion” or “Hyperion Defendants”)
9 claim to “deliver[s] cutting edge space technology pioneered by NASA, to the world” and “[f]rom
10 road vehicles to space travel, Hyperion seeks to completely revolutionize the transportation
11 industry by offering convenient, high-quality, low-cost hydrogen fuel across America.”

12 2. In reality, Hyperion’s workplace was rife with sexual harassment and gender
13 discrimination; fraudulent, and illegal activities; and shocking wage theft, employee
14 misclassification, unsafe working conditions, and other abuse and exploitation of its workers,
15 whom Hyperion callously and wrongfully terminated when they dared to speak up.

16 3. Plaintiffs bring this action to hold Defendants and their principals responsible for
17 their violations of California law.

18 **THE PARTIES**

19 4. Plaintiff PEREZ is, and at all times herein mentioned was, an individual residing in
20 the County of Orange, State of California. At all relevant times, Plaintiff PEREZ was an
21 employee of Defendants.

22 5. Plaintiff CAZARES is, and at all times herein mentioned was, an individual
23 residing in the County of Orange, State of California. At all relevant times, Plaintiff CAZARES
24 was an employee of Defendants.

25 6. Plaintiff HANSELMAN is, and at all times herein mentioned was, an individual
26 residing in the County of Orange, State of California. At all relevant times, Plaintiff
27 HANSELMAN was an employee of Defendants.

1 7. Plaintiff NASON is, and at all times herein mentioned was, an individual residing
2 in the County of Orange, State of California. At all relevant times, Plaintiff NASON was an
3 employee of Defendants.

4 8. Plaintiff RAO is, and at all times herein mentioned was, an individual residing in
5 the County of Orange, State of California. At all relevant times, Plaintiff RAO was an employee
6 of Defendants.

7 9. Plaintiff SANDELMAN is, and at all times herein mentioned was, an individual
8 residing in the County of Orange, State of California. At all relevant times, Plaintiff
9 SANDELMAN was an employee of Defendants.

10 10. Plaintiff TABONE is, and at all times herein mentioned was, an individual residing
11 in the County of Orange, State of California. At all relevant times, Plaintiff TABONE was an
12 employee of Defendants.

13 11. Plaintiffs are informed and believe and, on the basis of such information and belief,
14 allege that Defendant HYPERION MOTORS, INC. is a Delaware corporation doing business in
15 the State of California, and is, at all times hereinafter mentioned, an employer whose employees
16 are engaged in employment throughout this county, the State of California, and/or various states of
17 the United States of America.

18 12. Plaintiffs are informed and believe and, on the basis of such information and belief,
19 allege that Defendant HYPERION COMPANIES, INC. is a Delaware corporation authorized to
20 do business and doing business in the State of California, and is, at all times hereinafter
21 mentioned, an employer whose employees are engaged in employment throughout this county, the
22 State of California, and/or various states of the United States of America.

23 13. Plaintiffs are informed and believe and, on the basis of such information and belief,
24 allege that Defendant ANGELO KAFANTARIS is, and at all times mentioned was, an individual
25 residing in the County of Orange, State of California.

26 14. Plaintiffs are informed and believe and, on the basis of such information and belief,
27 allege that Defendant ANGELO KAFANTARIS, is, and at all times herein mentioned was, an
28 owner, principal, officer, director, manager, member, managing agent of Defendants HYPERION

1 MOTORS, INC. and HYPERION COMPANIES, INC. Defendant ANGELO KAFANTARIS
2 represented himself to Plaintiff and to the general public as “Founder and Chief Executive
3 Officer” of Defendants HYPERION MOTORS, INC. and HYPERION COMPANIES, INC.

4 15. The true names and capacities of DOES 1 through 50, inclusive, whether
5 individual, corporate, associate or otherwise, are unknown to Plaintiffs at this time, who therefore
6 sues said defendants by such fictitious names, and when the true names, capacities, and
7 relationships of such defendants are ascertained, Plaintiffs will ask leave of Court to amend this
8 Complaint to insert the same. Plaintiffs are informed and believe and, on the basis of such
9 information and belief, allege that each of the defendants was in some manner legally responsible
10 for the events and happenings alleged in this Complaint and for Plaintiffs’ damages.

11 16. Plaintiffs are informed and believe and, on the basis of such information and belief,
12 allege that DOES 1 through 50 are the partners, agents, owners, shareholders, managers, or
13 employees of Defendants HYPERION MOTORS, INC. and HYPERION COMPANIES, INC.,
14 and that they were acting on behalf of Defendants, at all relevant times. Plaintiffs are informed
15 and believe and, on the basis of such information and belief, allege that each and all of the acts and
16 omissions alleged herein was performed by, or is attributable to, Defendants, each acting as the
17 agent or employee of the other, with legal authority to act on the other’s behalf. The acts of any
18 and all Defendants were in accordance with, and represent, the official policy of Defendants.

19 17. At all relevant times herein mentioned, Defendants, and each of them, and
20 Defendants’ founders, owners, shareholders, executive officers, managers, and supervisors,
21 directed, authorized, ratified and/or participated in each and every act or omission complained of
22 herein. At all relevant times herein mentioned, Defendants, and each of them, aided and abetted
23 the acts and omissions of each and all the other Defendants in proximately causing the damages
24 herein alleged.

25 18. Plaintiffs are informed and believe and, on the basis of such information and belief,
26 allege that each of said Defendants is in some manner intentionally, negligently, or otherwise
27 responsible for the acts, omissions, occurrences, and transactions alleged herein.

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1 19. Plaintiffs are informed and believe and, on the basis of such information and belief,
2 allege that each of the Defendants exercised complete ownership, dominion and control over each
3 other defendant, and each corporate defendant ignored necessary legal and corporate formalities
4 that corporate entities must follow, failed to register and/or file annual reports with the California
5 Secretary of State, commingled their assets, and there is and was such a unity of interest and
6 identity between each of the Defendants, such that any separateness has ceased to exist and it is
7 equitable to hold each of the Defendants responsible for the acts and obligations of each of the
8 other Defendants as the alter ego of each.

9 20. Under California's Labor Code § 558.1, Defendant ANGELO KAFANTARIS and
10 DOES 1 through 50 are personally liable for the wage and hour violations of California's Labor
11 Code by Defendants HYPERION MOTORS, INC. and/or HYPERION COMPANIES, INC., as
12 alleged herein, since ANGELO KAFANTARIS and DOES 1 through 50 were, at the relevant
13 times, each or collectively an "owner, director, officer, or managing agent" of HYPERION
14 MOTORS, INC. and/or HYPERION COMPANIES, INC.

15 **JURISDICTION AND VENUE**

16 21. Pursuant to California Code of Civil Procedure § 410.10, this Court has jurisdiction
17 over Defendants because each Defendant is a person or a business entity that is a resident and/or
18 business entity that is established, incorporated, and/or has sufficient minimum contacts with the
19 State of California so far as to render exercise of jurisdiction over Defendants consistent with
20 traditional notions of fair play and substantial justice. Further, damages exceed the jurisdictional
21 minimum of this Court.

22 22. Venue is proper in this Court, pursuant to Code of Civil Procedure § 395.5, because
23 Defendants' liabilities and obligations to Plaintiff arose in the County of Orange.

24 **ADMINISTRATIVE REMEDIES**

25 23. Plaintiffs are informed and believe and, on the basis of such information and
26 belief, allege that Defendants employ more than five (5) persons within the State of California and
27 are accordingly subject to the provisions of Fair Employment and Housing Act ("FEHA"), Cal.
28 Gov. Code § 12900 et seq. Plaintiffs were at all relevant times employees of Defendants.

1 24. On or about November 18, 2020, Plaintiffs timely filed an administrative complaint
2 against each of the Defendants with the California Department of Fair Employment and Housing
3 (“DFEH”). The DFEH complaint was filed within one year of Defendants’ misconduct. DFEH
4 provided Plaintiffs with a Right-To-Sue Notice, dated November 18, 2020. On November 18,
5 2020, Plaintiffs served Defendants with a copy of the Right-To-Sue Notices.

6 25. Plaintiffs have satisfied all private, administrative, and judicial prerequisites to the
7 institution of this action, pursuant to FEHA.

8 **PAGA ALLEGATIONS**

9 26. Pursuant to California Labor Code §§ 2698 et seq., the Labor Code Private
10 Attorneys General Act of 2004 (“PAGA”), Plaintiffs are entitled to recover civil penalties on
11 behalf of themselves and other current or former employees, including without limitation, all
12 unpaid and/or underpaid wages pursuant to the Labor Code.

13 27. Plaintiffs are “aggrieved employees” under Labor Code § 2699(c), because they
14 were employed by Defendants and suffered one or more of the violations committed by
15 Defendants.

16 28. Plaintiffs have met all of the jurisdictional requirements for proceeding with their
17 claims under the PAGA, California Labor Code §§ 2698 et seq., by giving timely notice, on
18 October 14, 2020, by certified mail to Defendants and the Labor and Workforce Development
19 Agency (the “Agency”) of their intention to proceed with the claims alleged herein. The Agency
20 declined to proceed on Plaintiffs’ behalf. Therefore, pursuant to Labor Code § 2699.3, Plaintiffs
21 have the right to proceed with this action and to seek civil penalties under the PAGA.

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

23 **Defendant ANGELO KAFANTARIS Sexually Harasses Plaintiffs**

24 29. In or about August 2020, Defendants hired Plaintiff PEREZ for a non-exempt,
25 hourly position as an executive assistant to the Founder and CEO of Hyperion, Defendant
26 ANGELO KAFANTARIS. Defendant ANGELO KAFANTARIS was Plaintiff PEREZ’s direct
27 supervisor at all relevant times.

1 30. During her employment, Defendant ANGELO KAFANTARIS subjected Plaintiff
2 PEREZ to unwanted and illegal sexual harassment in the form of verbal and physical abuse.
3 Among other incidents, without Plaintiff PEREZ's consent or invitation, Defendant ANGELO
4 KAFANTARIS would touch and play with Plaintiff PEREZ's hair; rest his head on her shoulder
5 and put his arm around her in a sensual way; compliment her looks, figure, and attire; ask
6 inappropriate questions about her child birth, caesarean section, and scars, and even ask to see the
7 section scars; take unwanted photographs of PEREZ and her body at the workplace; describe her
8 figure in lewd detail and instruct her to wear clothing that showed off her figure; ask her which
9 Hyperion employees she found attractive and which Hyperion employees she would consider
10 dating; require her to do his personal laundry; and make unwanted sexual advances, such as asking
11 "If I weren't married, I would date you. Would you date me?"

12 31. Defendant ANGELO KAFANTARIS and other senior executives of Hyperion
13 would also regularly make vulgar jokes about women. They even watched explicit pornographic-
14 style videos at the Hyperion workplace, during business hours, on Hyperion computers, in front of
15 female employees, while laughing.

16 32. Defendant ANGELO KAFANTARIS would even make disgusting comments to
17 Plaintiff PEREZ about his bowel movements, ask her to hold the door open in the restroom when
18 he was using it, and ask her for photographs of her bowel movements.

19 33. Plaintiff PEREZ repeatedly told Defendant ANGELO KAFANTARIS that his
20 conduct and comments were inappropriate and made her feel extremely uncomfortable.

21 34. In response, Defendant ANGELO KAFANTARIS threatened to terminate Plaintiff
22 PEREZ and began to terrorize her, including berating her and falsifying criticisms about her
23 performance.

24 35. Defendant ANGELO KAFANTARIS's shocking and unlawful sexual harassment
25 was witnessed by Hyperion's President Jason Briney and Chief Operating Officer Tony Ramirez
26 as well as other Hyperion executives and managers, who, in violation of their duties under
27 California law, failed to take any action to protect Plaintiff PEREZ or other female employees
28 harassed and terrorized by Defendant ANGELO KAFANTARIS, the CEO of Hyperion.

1 36. In September 2020, Plaintiff PEREZ sent a formal written complaint to Hyperion's
2 senior management, including Defendant ANGELO KAFANTARIS, Hyperion's President Jason
3 Briney, and Hyperion's Chief Operating Officer Tony Ramirez. Hyperion took no action in
4 response to the complaints of Plaintiff PEREZ. She sent further follow-up emails and letters,
5 which were all ignored. In her complaints, Plaintiff PEREZ complained about various misconduct
6 on the part of Hyperion and Defendant ANGELO KAFANTARIS, and warned that she was
7 suffering emotionally because of the sexual harassment and abuse.

8 37. However, Plaintiff PEREZ was not the only female employee whom Defendant
9 ANGELO KAFANTARIS sexually harassed and abused.

10 38. In or about July 2020, Defendants hired Plaintiff TABONE for a non-exempt,
11 hourly position as an executive assistant and marketing associate to Defendant ANGELO
12 KAFANTARIS. Hyperion's President Jason Briney was Plaintiff TABONE's direct supervisor.

13 39. Defendant ANGELO KAFANTARIS similarly made sexually inappropriate and
14 offensive comments to Plaintiff TABONE, including, without limitation, complimenting Plaintiff
15 TABONE's figure and attire ("I like what those yoga pants are doing there on you," "I like it
16 today," or "your outfit looks amazing on you"); ranking how female employees – including
17 Plaintiffs PEREZ and TABONE – look each day; instructing female employees to share rooms
18 with male employees on business trips; and making other offensive and sexually inappropriate
19 comments.

20 40. Plaintiff TABONE objected to and complained about the conduct.

21 41. Defendant ANGELO KAFANTARIS's shocking and unlawful sexual harassment
22 towards TABONE was witnessed by Hyperion's President Jason Briney and Chief Operating
23 Officer Tony Ramirez as well as other Hyperion executives and managers, who failed to take any
24 action to protect Plaintiff TABONE, in violation of their duties under California law.

25 42. In September 2020, Plaintiff TABONE sent a formal written complaint to
26 Hyperion's President Jason Briney about the sexual harassment and other misconduct at Hyperion.
27 Plaintiff TABONE expressly reported that "In these last two months, I have experienced sexual
28 harassment and high amounts of anxiety due to numerous interactions with Angelo [Kafantaris].

1 The crude comments he has made about me, to my face, make it extremely uncomfortable to be
2 around him. Any kind of push-back toward Angelo is met with hostility and makes me feel
3 cornered.”

4 43. Plaintiff TABONE also complained about: “illicit drug activity on this campus”;
5 “Hostile work environment”; “A lack of paid overtime”; “The alleged recording of employees’
6 personal conversations”; and “The lack of safety protocols.”

7 44. Hyperion took no action in response to the complaints of Plaintiff TABONE. As a
8 result thereof, Plaintiff TABONE’s emotional health has suffered.

9 45. The harassment and discrimination of Defendant ANGELO KAFANTARIS was
10 not even limited to female employees. Defendant ANGELO KAFANTARIS also sexually
11 harassed Plaintiff NASON by calling him “gay,” mocking and joking about him and his looks,
12 making inappropriate comments about his attire and body (including repeated references to his
13 “butt cheeks”), taking unwanted photos of him and his “butt cheeks,” and even shockingly
14 grabbing Plaintiff NASON’s behind.

15 46. These offensive comments and actions made Plaintiff NASON uncomfortable.
16 Plaintiff NASON objected to Defendant ANGELO KAFANTARIS’s inappropriate conduct,
17 which made Defendant ANGELO KAFANTARIS furious.

18 47. In addition, Defendant ANGELO KAFANTARIS made ageist discriminatory
19 comments to and about Plaintiff NASON, calling him “old” and saying that he was “too old to
20 continue working” at Hyperion. Plaintiff NASON is 49 years old.

21 48. In addition, Defendant ANGELO KAFANTARIS similarly made ageist
22 discriminatory comments to and about Plaintiff SANDELMAN, calling her “old” and saying that
23 he would not have made the “mistake” of hiring her had he known her age after looking at her tax
24 forms. Plaintiff SANDELMAN is 49 years old. Further, Defendants demoted and took work
25 responsibilities away from SANDELMAN solely due to her age.

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Hyperion Exploits, Misclassifies, and Abuses Its Workers

49. Moreover, Hyperion blatantly and intentionally violated California law by misclassifying its employees – some of whom were working more than 100 hours per week at Hyperion’s workplace during the height of the COVID-19 pandemic – as independent contractors.

50. When hired, Hyperion forced its employees to sign unconscionable and unenforceable documents entitled “Independent Contractor Agreement,” which state that the “Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.” This was false. Hyperion mandated where they worked, when they worked, how long they worked, how they did their work, and exactly what they did.

51. According to said “Independent Contractor Agreement,” Hyperion admitted that, in violation of California law, Hyperion would not pay payroll and employment taxes, provide any benefits, paid-time-off, or health care to its employees, pay unemployment insurance, obtain worker’s compensation benefits, or “provide insurance coverage of any kind for Contractor.”

52. By misclassifying Plaintiffs and the aggrieved employees as independent contractors, Defendants clearly sought to avoid various duties and obligations owed to employees under California’s Labor Code and Industrial Welfare Commission (“IWC”) wage orders, including, without limitation: the duty to indemnify employees for all expenses and losses necessarily incurred in connection with their employment (Cal. Labor Code § 2802; IWC wage order No. 9, §§ 8-9); the duty to provide workers’ compensation coverage (Cal. Labor Code § 3200 et seq.); the duty to provide off-duty meal and rest break periods (Cal. Labor Code §§ 512, 226.7; IWC wage order No. 9, § 11); the duty to pay California minimum wage for all hours worked (Cal. Labor Code §§ 1182.11, 1182.12, 1197; Minimum Wage Order; IWC wage order No. 9, § 4); the duty to pay overtime premium compensation (Cal. Labor Code §§ 510, 1194); and other legal obligations.

53. Moreover, Hyperion failed and refused to pay Plaintiffs and other aggrieved employees for all hours that they worked. In fact, Hyperion set up a fraudulent timekeeping

1 system that did not accurately record when employees clocked in and out. Plaintiffs and other
2 aggrieved employees consistently complained that their hours were being underreported.

3 54. In addition, Hyperion failed and refused to pay Plaintiffs and other aggrieved
4 employees premium overtime compensation. Plaintiffs and other aggrieved employees regularly
5 more than 100 hours per week, and sometimes more than 24 hours straight, without any premium
6 overtime compensation, in violation of California law.

7 55. In addition, Defendants failed to reimburse Plaintiff and other aggrieved employees
8 for all business expenses that they reasonably incurred, including, without limitation, for office
9 supplies, business equipment, and technology.

10 56. In addition, Hyperion did not permit Plaintiffs and other aggrieved employees to
11 take any interrupted meal or rest breaks, demanding instead that they work without breaks because
12 of the amount of work to be done and critical deadlines claimed by Defendants.

13 57. In addition, Hyperion never paid Plaintiffs and other aggrieved employees for any
14 sick, vacation, or other paid-time-off, in violation of California law.

15 58. Finally, Plaintiffs and other aggrieved employees did not receive accurate and
16 timely wage statements and did not receive full and timely final paychecks upon discharge.

17 59. Like the other Plaintiffs, Defendants illegally misclassified Plaintiff PEREZ as an
18 independent contractor. Plaintiff PEREZ often worked 13 or 14 hour days, but not was never paid
19 premium overtime compensation. Nor was she permitted to take any uninterrupted meal or rest
20 breaks.

21 60. Like the other Plaintiffs, Defendants illegally misclassified Plaintiff TABONE as
22 an independent contractor. Plaintiff TABONE often worked more than 100 hours per week, but
23 not was never paid premium overtime compensation. Nor was she permitted to take any
24 uninterrupted meal or rest breaks. As a result, she regularly worked through lunch. If she did try
25 to take a break, Defendant ANGELO KAFANTARIS would text her and demand that she
26 immediately return to work.

27 61. In or about July 2020, Defendants hired Plaintiff HANSELMAN. During his
28 employment, Plaintiff HANSELMAN worked more than 10 hours almost every day, sometimes

1 more than 16 hours per day, often 6 or 7 days per week. Hyperion never paid him premium
2 overtime compensation, in violation of California law. Nor did Hyperion ever permit him to take
3 uninterrupted meal or rest breaks. Hyperion also owes him thousands of dollars in unpaid
4 business reimbursements.

5 62. In or about July 2020, Defendants hired Plaintiff SANDELMAN for a non-exempt,
6 hourly position as an executive assistant to the Founder and CEO of Hyperion, Defendant
7 ANGELO KAFANTARIS. Defendant ANGELO KAFANTARIS was Plaintiff SANDELMAN's
8 direct supervisor. When she was interviewed and hired, Defendants had lied to Plaintiff
9 SANDELMAN that she would be hired as an employee. Like the other Plaintiffs, Defendants
10 intentionally and illegally misclassified Plaintiff SANDELMAN as an independent contractor.

11 63. During her first week, Plaintiff SANDELMAN worked more than 30 hours straight
12 and more than 130 hours total that week. Hyperion did not pay her premium overtime
13 compensation, in violation of California law. Nor did Hyperion ever permit her to take
14 uninterrupted meal or rest breaks.

15 64. Instead, Defendant ANGELO KAFANTARIS regularly berated and verbally
16 abused Plaintiff SANDELMAN, causing her severe emotional distress for which she was rushed
17 to the emergency room and for which she is undertaking therapy. Defendants also refused to
18 reimburse Plaintiff SANDELMAN for her reasonable business expenses.

19 65. In or about May 2020, Defendants hired Plaintiff CAZARES for a non-exempt,
20 hourly position. Like the other Plaintiffs, Defendants illegally misclassified Plaintiff CAZARES
21 as an independent contractor. Like the other Plaintiffs, Defendants did not pay Plaintiff
22 CAZARES for all of the hours that he worked. Nor did Defendants pay Plaintiff CAZARES
23 premium overtime compensation, despite the fact that he worked more than 10 or 12 hours every
24 single day, often past midnight.

25 66. In or about July 2020, Defendants hired Plaintiff RAO for a non-exempt, hourly
26 position. Like the other Plaintiffs, Defendants illegally misclassified Plaintiff RAO as an
27 independent contractor. Like the other Plaintiffs, Defendants did not pay Plaintiff RAO for all of
28 the hours that he worked. Nor did Defendants pay Plaintiff RAO premium overtime

1 compensation, despite the fact that he regularly worked more than 8 hours per day. On one
2 instance, he worked 21 hours straight on the orders of Hyperion's senior management.

3 67. In or about April 2018, Defendants hired Plaintiff NASON for a non-exempt,
4 hourly position. Like the other Plaintiffs, Defendants illegally misclassified Plaintiff NASON as
5 an independent contractor. Like the other Plaintiffs, Defendants did not pay Plaintiff NASON for
6 all of the hours that he worked. Nor did Defendants pay Plaintiff NASON overtime
7 compensation, despite the fact that he regularly worked more than 12 hours per day, six or seven
8 days per week. During some weeks, he worked 20 hours per day. Defendants also refused to
9 reimburse Plaintiff NASON for his reasonable business expenses and medical bills, despite their
10 written promises to do so.

11 68. Moreover, during his interview and hiring process, Defendants promised Plaintiff
12 NASON shares of equity in Hyperion in exchange for Plaintiff's NASON's agreement to accept
13 \$25 per hour as below market compensation instead of at least \$120 per hour that Plaintiff
14 NASON was entitled to given his experience and expertise. Based on those promises, Plaintiff
15 NASON agreed. Hyperion agreed to keep track of Plaintiff NASON's hours and issue stock equal
16 to the hourly compensation. Hyperion never honored its agreement with NASON. Instead,
17 Hyperion intentionally lied to and defrauded Plaintiff NASON since it had no intention of
18 honoring its agreement with Plaintiff NASON. Plaintiff NASON was even injured on the job and
19 Hyperion refused to take responsibility, despite the fact that Plaintiff NASON was clearly
20 Hyperion's employee and should have been entitled to workers compensation and health care
21 benefits.

22 **Plaintiffs Complain About Hyperion's Massive Fraudulent, Illegal, and Unsafe Activities**

23 69. Hyperion's shocking misconduct does not end at harassment, discrimination, wage
24 theft, wage and hour violations, and fraudulent promises.

25 70. Unsafe and illegal working conditions pervaded the Hyperion workplace. By
26 cutting corners, Hyperion endangered the safety and lives of its employees.

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1 71. Specifically, Plaintiffs are informed and believe that the Hyperion workplace is not
2 compliant with the standards of the California Occupational Safety and Health Administration
3 (“OSHA”) and is not compliant with local building codes in a variety ways.

4 72. First, Plaintiffs are informed and believe that the entire second story is held up by
5 three steel posts that sit above the concrete with a 4-inch sleeve anchor, which is the only means of
6 anchoring the second floor. As such, Plaintiffs are informed and believe that the second floor is
7 not compliant with applicable earthquake codes, and was not inspected or approved by local
8 authorities.

9 73. Second, Plaintiffs are informed and believe that Hyperion’s fire suppression system
10 is empty, posing a massive fire safety risk and endangering the lives of Plaintiffs and other
11 Hyperion employees.

12 74. Third, the Hyperion workplace has a spray booth that Plaintiffs are informed and
13 believe is not permitted nor compliant with any codes. Its wiring does not work properly, has no
14 fire suppression system of its own, and uses lighting that is not compliant for explosive
15 environments. Nor does it have the 3-foot requisite space around it for safety purposes.

16 75. Fourth, Plaintiffs are informed and believe that Hyperion does not properly, safely,
17 or legally store or dispose of toxic waste, hydrogen waste, paint waste, and other hazardous and
18 dangerous chemicals. Moreover, despite the dangerous Hydrogen testing taking place at the
19 Hyperion workplace, Plaintiffs are informed and believe that no Hyperion staff member has
20 adequate technical experience with hydrogen-related testing. Nor is there adequate safety protocol
21 or testing in place to protect Hyperion’s employees.

22 76. Fifth, to conduct vanity improvements at its offices, Plaintiffs are informed and
23 believe that Hyperion used non-licensed contractors and Hyperion did not have the improvements
24 inspected or approved by local authorities. For example, Hyperion installed sub-standard
25 windows as well as glass railings and sliding glass doors with hardware of the company’s own
26 design and making, which are dangerous as they are prone to coming off the track and crashing
27 into one another. Hyperion spent more than \$1.5 million dollars of investor money in these
28 unnecessary and unpermitted, substandard improvements.

1 77. Sixth, Plaintiffs are informed and believe that Hyperion regularly conducts
2 dangerous welding and grinding in the presence of hydrogen containers with no safety provisions
3 in place.

4 78. Finally, Hyperion has refused to provide adequate and legally compliant personal
5 protective equipment to its employees, despite their repeated requests and applicable laws during
6 the COVID-19 pandemic.

7 79. Plaintiffs complained, including to Hyperion's executives and to governmental
8 agencies such as OSHA, that these unsafe working conditions pervaded the Hyperion workplace
9 and violated the law.

10 80. Moreover, Plaintiffs are informed and believe that Hyperion had made material
11 misrepresentations and misleading statements to the public, the press, and actual and prospective
12 investors, including the Kingdom of Saudi Arabia and the Chinese government. These statements
13 concealed the true nature of Hyperion's business, technology, operations, and intellectual
14 property.

15 81. Specifically, contrary to Hyperion's public claims, representations, and
16 pronouncements, Plaintiffs are informed and believe that the "vehicle" that Hyperion was
17 developing to great acclaim – a so-called "hydrogen-powered hypercar" – was not possible of
18 exceeding 60 miles per hour, let alone reaching 220 miles per hour or reaching 60 miles per hour
19 in 2.2 seconds, as Hyperion had publicly represented.

20 82. In addition, contrary to Hyperion's public claims, Plaintiffs are informed and
21 believe that that the "vehicle" does not have a "carbon fiber monocoque, but, in fact, the frame is
22 made of steel fabricated in the company's facility and the powertrain has been transplanted from a
23 Toyota Hydrogen fuel cell vehicle.

24 83. Moreover, contrary to Hyperion's public claims, Plaintiffs are informed and believe
25 that the vehicle's "wings" do not possess functioning solar panels with any solar technology
26 whatsoever. In addition, contrary to Hyperion's public claims, Plaintiffs are informed and believe
27 that Hyperion's "technology" was not "pioneered by NASA" or developed "in concert with
28 NASA." In reality, Plaintiffs are informed and believe that Hyperion was passing off technology

1 developed by Toyota. In fact, Hyperion instructed Plaintiffs to chop up and destroy two Toyota
2 Marais vehicles, which were disposed of in a metal collector.

3 84. Plaintiffs complained to Hyperion's executives about these false, fraudulent, and/or
4 misleading representations.

5 85. Plaintiffs also complained about Defendants' mishandling of safety protocols
6 related to the COVID-19 pandemic. In addition to failing to provide adequate personal protective
7 equipment, Defendants have expressly instructed employees, including Plaintiffs, to come to work
8 even if they believe that they had been exposed to the deadly virus and even if they had COVID-
9 19 symptoms.

10 86. Plaintiffs also complained about other illegal activity taking place at the Hyperion
11 workplace, including illegal video and audio wiretapping of Plaintiffs and other employees as well
12 as illicit drug use during work hours at the workplace. Drugs and drug paraphernalia were
13 commonplace at the Hyperion workplace.

14 **Hyperion Terminates Plaintiffs' Employment In Retaliation For Their Complaints**

15 87. In addition to the formal written complaints to Defendants' management, other
16 Plaintiffs also complained in writing to Hyperion's President Jason Briney and other senior
17 executives of Hyperion.

18 88. On or about September 21, 2020, Plaintiff HANSELMAN complained verbally to
19 Hyperion's President Jason Briney about the extensive and significant unlawful conduct taking
20 place at Hyperion. Hyperion's President Jason Briney dismissed the concerns and took no
21 meaningful action. Plaintiff HANSELMAN then complained in writing about "sexual
22 harassment," "abusive treatment," "unsafe work environment," "building code violations," "no
23 OT," and "unpaid hours of work." Plaintiff HANSELMAN also brought these matters to the
24 attention of Hyperion's Chief Operating Officer Dan Shumpert multiple times without any
25 response or investigation.

26 89. On or about September 24, 2020, Plaintiff RAO complained in writing via email to
27 Hyperion's President Jason Briney. Plaintiff RAO expressly complained about violations of
28

1 “OSHA standards,” “hostile work environment,” pervasive drug use at the workplace, “sexual
2 harassment” of colleagues, and “unpaid overtime” and other wage abuse.

3 90. On or about September 24, 2020, Plaintiff CAZARES complained in writing via
4 email to Hyperion’s President Jason Briney. Plaintiff RAO expressly complained about “hostile
5 environment,” “working under non compliance OSHA standards that have put my life in question,
6 “Second story and paint booth with no proper extraction,” lack of “safety protocols,” “Colleagues
7 that have repeatedly been harassed in a sexual manner and touched inappropriately with comments
8 being made about their body, appearance and clothing and pictures of their outfits being taken,”
9 “Unpaid overtime,” and “Improper handling of hazardous/explosive materials putting everyone’s
10 life at risk.”

11 91. On or about September 25, 2020, Plaintiff NASON complained in writing via email
12 to Hyperion’s President Jason Briney about the aforementioned violations of law.

13 92. Defendants had a legal duty to investigate and prevent unlawful harassment,
14 discrimination, retaliation, and other violations of law in the workplace, and to not retaliate against
15 those employees who engaged in protected activities. Defendants failed to do so.

16 93. Defendants also had a legal duty, under California law, to prevent sexual
17 harassment by providing sexual harassment training and properly monitoring and evaluating its
18 supervisors and employees. Defendants failed to do so, in violation of California law.

19 94. Rather than meaningfully investigate Plaintiffs’ complaints and prevent any future
20 harassment, discrimination, and/or other violations of law, Defendants elected instead to retaliate
21 against Plaintiffs for speaking up and daring to complain.

22 95. In retaliation for Plaintiffs’ complaints and objections, Hyperion’s management,
23 including Defendant ANGELO KAFANTARIS, unleashed a campaign a terror against Plaintiffs.
24 Among other things, Defendant ANGELO KAFANTARIS intimidated, threatened, berated,
25 belittled, and verbally attacked Plaintiffs, such that Plaintiffs reasonably believed that their job
26 safety and personal safety were in jeopardy. Among other misconduct, Defendant ANGELO
27 KAFANTARIS would divulge and exploit highly personal and confidential information about
28

1 Plaintiffs – like deaths of a spouse, health problems, or medications – in order to intentionally
2 humiliate, demean, subjugate, punish, exploit, and cause emotional distress to Plaintiffs.

3 96. Ultimately, in order to further silence and punish Plaintiffs and in retaliation for
4 their complaints and objections, Defendants wrongfully terminated the employment of Plaintiffs
5 HANSELMAN, RAO, and NASON in October 2020.

6 97. The reasons provided for their termination were entirely false, pretextual,
7 inconsistent and contradictory. Plaintiffs had no prior write-ups or disciplinary history and were
8 not provided any progressive discipline. Nor were their positions eliminated. Employees of
9 Hyperion who did not complain about or object to Defendants' unlawful conduct were not
10 terminated.

11 98. Understandably, in order to safeguard their health and safety, Plaintiffs CAZARES
12 and SANDELMAN were forced to resign their employment on or about September and October
13 2020.

14 99. As a result of Defendants' misconduct described herein, Plaintiffs suffered, and
15 continues to suffer, emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation
16 and loss of enjoyment of life, and have sustained loss of earnings and earning capacity. In fact,
17 ever since their wrongful and retaliatory termination, Plaintiffs' physical and mental well-being
18 have deteriorated.

19 **FIRST CAUSE OF ACTION**

20 **Sexual Discrimination in Violation of Cal. Gov. § 12940 et seq.**

21 **(By Plaintiffs Perez, Tabone, Sandelman, and Nason Against Hyperion Defendants)**

22 100. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
23 allegation contained in Paragraphs 1 through 99, inclusive, as though set forth in full herein.

24 101. At all relevant times, the Hyperion Defendants, and each of them, were employers
25 within the meaning of Cal. Gov. Code § 12926(d), and, as such, barred from discriminating,
26 harassing, and/or retaliating in employment decisions on the basis of gender, as set forth in Cal.
27 Gov. Code § 12940.

28 ///

102. As alleged herein, the Hyperion Defendants, and each of them, intentionally, knowingly, and recklessly engaged in a pattern and practice of discriminating against Plaintiffs Perez, Tabone, Sandelman, and Nason on the basis of their gender, by subjecting Plaintiff to harassment, hostility, and sexual misconduct because of their gender.

103. The Hyperion Defendants failed to exercise reasonable care to prevent and promptly correct the sexually harassing and discriminatory behavior.

104. As a direct and proximate result of Defendants' aforementioned conduct, Plaintiffs Perez, Tabone, Sandelman, and Nason have suffered and continue to suffer losses in earnings and job benefits, in an amount to be proven at trial.

105. As a further direct and proximate result of Defendants' aforementioned conduct, Plaintiffs Perez, Tabone, Sandelman, and Nason suffered anxiety, worry, embarrassment, humiliation, injury to their professional reputation, mental anguish, and emotional distress, in an amount to be proven at trial. Plaintiffs Perez, Tabone, Sandelman, and Nason are further entitled to recover reasonable attorney's fees, costs, and pre-judgment interest in connection with this matter.

106. Defendants committed the acts herein alleged maliciously and fraudulently, with the wrongful intention of injuring Plaintiffs Perez, Tabone, Sandelman, and Nason with an improper and evil motive rising to the level of malice, in conscious disregard of Plaintiffs' rights. Because the acts taken towards Plaintiffs Perez, Tabone, Sandelman, and Nason were carried out by managerial employees acting in a despicable, deliberate, cold, callous, and intentional manner in order to injure and damage Plaintiffs, Plaintiffs Perez, Tabone, Sandelman, and Nason entitled to recover punitive damages from the Hyperion Defendants.

SECOND CAUSE OF ACTION

Sexual Discrimination in Violation of Cal. Gov. § 12940 et seq.

(By Plaintiffs Perez, Tabone, Sandelman, and Nason Against All Defendants)

107. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in Paragraphs 1 through 106, inclusive, as though set forth in full herein.

1 108. At all relevant times, Defendants were employers within the meaning of Cal. Gov.
2 Code § 12926(d), and, as such, barred from discriminating, harassing, and/or retaliating in
3 employment decisions on the basis of gender, as set forth in Cal. Gov. Code § 12940. Plaintiffs
4 Perez, Tabone, Sandelman, and Nason were employees of Defendants.

5 109. As alleged herein, Defendants, including their direct supervisor and Hyperion CEO
6 Defendant ANGELO KAFANTARIS, sexually harassed Plaintiffs Perez, Tabone, Sandelman, and
7 Nason on the basis of their gender, including, without limitation, making unwanted sexual
8 advances and engaging in unwanted verbal and physical conduct of a sexual nature. Plaintiffs'
9 terms of employment, job benefits, and/or favorable working conditions were made contingent, by
10 words or conduct, on Plaintiffs' acceptance of Defendants' sexual advances or conduct.

11 110. Defendants knew or reasonably should have known of the harassers' conduct, but
12 failed to take any immediate and appropriate corrective action.

13 111. Defendants failed to exercise reasonable care to prevent and promptly correct the
14 sexually harassing and discriminatory behavior.

15 112. As a direct and proximate result of Defendants' aforementioned conduct, Plaintiffs
16 Perez, Tabone, Sandelman, and Nason have suffered and continues to suffer losses in earnings and
17 job benefits, in an amount to be proven at trial.

18 113. As a further direct and proximate result of Defendants' aforementioned conduct,
19 Plaintiffs Perez, Tabone, Sandelman, and Nason suffered anxiety, worry, embarrassment,
20 humiliation, injury to their professional reputation, mental anguish, and emotional distress, in an
21 amount to be proven at trial. Plaintiffs Perez, Tabone, Sandelman, and Nason are further entitled
22 to recover reasonable attorney's fees, costs, and pre-judgment interest in connection with this
23 matter.

24 114. Defendants committed the acts herein alleged maliciously and fraudulently, with
25 the wrongful intention of injuring Plaintiffs Perez, Tabone, Sandelman, and Nason and with an
26 improper and evil motive rising to the level of malice, in conscious disregard of Plaintiffs' rights.
27 Because the acts taken towards Plaintiffs Perez, Tabone, Sandelman, and Nason were carried out
28 by managerial employees acting in a despicable, deliberate, cold, callous, and intentional manner

1 in order to injure and damage Plaintiff, Plaintiffs Perez, Tabone, Sandelman, and Nason are
2 entitled to recover punitive damages from Defendants.

3 **THIRD CAUSE OF ACTION**

4 **Age Discrimination in Violation of Cal. Gov. § 12940 et seq.**

5 **(By Plaintiffs Sandelman and Nason Against Hyperion Defendants)**

6 115. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
7 allegation contained in Paragraphs 1 through 114, inclusive, as though set forth in full herein.

8 116. At all relevant times, the Hyperion Defendants, and each of them, were employers
9 within the meaning of Cal. Gov. Code § 12926(d), and, as such, barred from discriminating,
10 harassing, and/or retaliating in employment decisions on the basis of age, as set forth in Cal. Gov.
11 Code § 12940.

12 117. As alleged herein, the Hyperion Defendants, and each of them, intentionally,
13 knowingly, and recklessly engaged in a pattern and practice of discriminating against Plaintiffs
14 Sandelman and Nason on the basis of their age, by subjecting Plaintiff to harassment, hostility,
15 and misconduct because of their age, including, without limitation, to wrongfully terminating
16 them.

17 118. The Hyperion Defendants failed to exercise reasonable care to prevent and
18 promptly correct the age-based harassing and discriminatory behavior.

19 119. As a direct and proximate result of Defendants' aforementioned conduct, Plaintiffs
20 Sandelman and Nason have suffered and continue to suffer losses in earnings and job benefits, in
21 an amount to be proven at trial.

22 120. As a further direct and proximate result of Defendants' aforementioned conduct,
23 Plaintiffs Sandelman and Nason suffered anxiety, worry, embarrassment, humiliation, injury to
24 their professional reputation, mental anguish, and emotional distress, in an amount to be proven at
25 trial. Plaintiffs Sandelman and Nason are further entitled to recover reasonable attorney's fees,
26 costs, and pre-judgment interest in connection with this matter.

27 121. Defendants committed the acts herein alleged maliciously and fraudulently, with
28 the wrongful intention of injuring Plaintiffs Sandelman and Nason with an improper and evil

1 motive rising to the level of malice, in conscious disregard of Plaintiffs' rights. Because the acts
2 taken towards Plaintiffs Sandelman and Nason were carried out by managerial employees acting
3 in a despicable, deliberate, cold, callous, and intentional manner in order to injure and damage
4 Plaintiffs, Plaintiffs Sandelman and Nason entitled to recover punitive damages from the Hyperion
5 Defendants.

6 **FOURTH CAUSE OF ACTION**

7 **Age Harassment in Violation of Cal. Gov. § 12940 et seq.**

8 **(By Plaintiffs Sandelman and Nason Against All Defendants)**

9 122. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
10 allegation contained in Paragraphs 1 through 121, inclusive, as though set forth in full herein.

11 123. At all relevant times, Defendants were employers within the meaning of Cal. Gov.
12 Code § 12926(d), and, as such, barred from discriminating, harassing, and/or retaliating in
13 employment decisions on the basis of age, as set forth in Cal. Gov. Code § 12940. Plaintiffs
14 Sandelman and Nason were employees of Defendants.

15 124. As alleged herein, Defendants, including their direct supervisor and Hyperion CEO
16 Defendant ANGELO KAFANTARIS, harassed Plaintiffs Sandelman and Nason on the basis of
17 their age, including, without limitation, making discriminatory comments and wrongfully
18 terminated on them due to their age.

19 125. Defendants knew or reasonably should have known of the harassers' conduct, but
20 failed to take any immediate and appropriate corrective action.

21 126. Defendants failed to exercise reasonable care to prevent and promptly correct the
22 harassing and discriminatory behavior.

23 127. As a direct and proximate result of Defendants' aforementioned conduct, Plaintiffs
24 Sandelman and Nason have suffered and continues to suffer losses in earnings and job benefits, in
25 an amount to be proven at trial.

26 128. As a further direct and proximate result of Defendants' aforementioned conduct,
27 Plaintiffs Sandelman and Nason suffered anxiety, worry, embarrassment, humiliation, injury to
28 their professional reputation, mental anguish, and emotional distress, in an amount to be proven at

1 trial. Plaintiffs Sandelman and Nason are further entitled to recover reasonable attorney's fees,
2 costs, and pre-judgment interest in connection with this matter.

3 129. Defendants committed the acts herein alleged maliciously and fraudulently, with
4 the wrongful intention of injuring Plaintiffs Sandelman and Nason and with an improper and evil
5 motive rising to the level of malice, in conscious disregard of Plaintiffs' rights. Because the acts
6 taken towards Plaintiffs Sandelman and Nason were carried out by managerial employees acting
7 in a despicable, deliberate, cold, callous, and intentional manner in order to injure and damage
8 Plaintiff, Plaintiffs Sandelman and Nason are entitled to recover punitive damages from
9 Defendants.

10 **FIFTH CAUSE OF ACTION**

11 **Failure to Take All Reasonable Steps to Prevent Harassment, Discrimination, an** 12 **Retaliation in Violation of Cal. Gov. § 12940(j)(1) and (k)**

13 **(By All Plaintiffs Against All Defendants)**

14 130. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
15 allegation contained in Paragraphs 1 through 129, inclusive, as though set forth in full herein.

16 131. As alleged herein, Plaintiffs were employees of Defendants. Plaintiffs were
17 subjected to harassment, discrimination, and retaliation in the course of their employment with
18 Defendants.

19 132. As alleged herein, Defendants, and each of them, were aware of the unwelcome,
20 severe, pervasive, and unlawful conduct of Hyperion's Founder and CEO, Defendant ANGELO
21 KAFANTARIS.

22 133. Defendants, and each of them, failed to take all reasonable steps to prevent
23 Defendants' employees and agents from engaging in ongoing harassment, discrimination, and
24 retaliation.

25 134. In perpetrating the above-described conduct, Defendants, and each of them,
26 engaged in a pattern, practice, policy, and custom of harassment, discrimination, and retaliation.
27 Said conduct on the part of Defendants violated Cal. Gov. Code § 12940(j)(1) and (k).

135. As a direct and proximate result of Defendants' aforementioned conduct, Plaintiff suffered embarrassment, humiliation, injury to their professional reputation, mental anguish, and emotional distress, in an amount to be proven at trial. Plaintiffs are further entitled to recover reasonable attorney's fees, costs, and pre-judgment interest.

SIXTH CAUSE OF ACTION

Negligent Supervision, Hiring, And Retention

(By All Plaintiffs Against All Defendants)

136. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in Paragraphs 1 through 135, inclusive, as though set forth in full herein.

137. As alleged herein, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that employees of Defendants were engaging in the unlawful harassing, discriminatory, and retaliatory conduct alleged herein.

138. Defendants, and each of them, knew or should have known that their employees, including but not limited to Hyperion's Founder and CEO, Defendant ANGELO KAFANTARIS, had a history of engaging in unlawful or dangerous conduct that could cause injury to Plaintiffs and others, yet failed to take any action to prevent such injury.

139. At all relevant times, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that the conduct and omissions alleged herein violated Plaintiffs' rights under state statutes and common law.

140. At all relevant times, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that the conduct alleged herein would and did proximately result in physical injury and emotional distress to Plaintiffs. The injuries include but are not limited to anxiety, worry, embarrassment, mental anguish, emotional distress, sleeplessness, headaches, tension, depression, and humiliation.

141. At all relevant times, Defendants, and each of them, and/or their managerial employees or agents knew or reasonably should have known that unless they intervened to protect Plaintiffs, and adequately supervise, prohibit, control, regulate, discipline and/or other penalize the

1 conduct of Defendants' employees as alleged herein, other Defendants and Defendants' employees
2 perceived the conduct and omissions as being ratified and condoned.

3 142. At all relevant times, the negligent failure of Defendants to protect Plaintiffs, and to
4 supervise, prohibit, control, regulate, discipline, and/or otherwise penalize adequately the conduct
5 and omissions of Defendants' employees violated Plaintiffs' rights under state statutes and
6 common law and was a substantial factor in causing Plaintiffs' harm, as alleged herein.

7 **SEVENTH CAUSE OF ACTION**

8 **Retaliation in Violation of Cal. Gov. § 12940, et seq.**

9 **(By All Plaintiffs Against All Defendants)**

10 143. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
11 allegation contained in Paragraphs 1 through 142, inclusive, as though set forth in full herein.

12 144. Defendants' harassment, discrimination and retaliation against Plaintiffs because of
13 their protected activities were in violation of Government Code § 12940(h), Labor Code § 232.5,
14 and/or Title 2 California Administrative Code §§ 7287.6, 7287.7, and 7287.8, and in violation of
15 the common law in abrogation of Plaintiffs' rights.

16 145. As alleged herein, Plaintiffs engaged in protected activities by, *inter alia*,
17 complaining to Defendants regarding sexual and age-based harassment and discrimination; wage
18 theft and wage and hour violations; and fraudulent, illegal, and unsafe acts and omissions at the
19 Hyperion workplace.

20 146. Subsequent to Plaintiffs' complaints, requests, and disclosures, Defendants
21 retaliated against Plaintiffs with intense harassment, threats, disparagement, intimidation,
22 demotion, and wrongful termination.

23 147. Plaintiffs' complaints, requests, and disclosures were a substantial motivating
24 reason for Defendants' harassment, threats, disparagement, intimidation, and wrongful
25 termination.

26 148. A causal connection exists between Plaintiffs' protected activities, including her
27 complaints, requests, and disclosures, and Defendants' retaliatory treatment of Plaintiffs and
28

1 retaliation termination of Plaintiffs' employment. The actions of Defendants were caused by and
2 in retaliation for the protected activities of Plaintiffs, as alleged herein.

3 149. As a direct and proximate result of Defendants' conduct as described herein,
4 Plaintiffs suffered and continue to suffer loss of earnings and other employment benefits, mental
5 and emotional distress, anxiety, humiliation, embarrassment and damage to their reputation and
6 career, the exact amount of which is currently not fully ascertained but which will be established
7 according to proof at the time of trial herein.

8 150. Defendants committed the acts herein alleged willfully, maliciously, oppressively,
9 with the wrongful intention of injuring Plaintiffs and with an improper and evil motive rising to
10 the level of malice, in conscious disregard of Plaintiffs' rights. Because the acts taken towards
11 Plaintiffs were carried out by managerial employees acting in a despicable, deliberate, cold,
12 callous, and intentional manner in order to injure and damage Plaintiffs, Plaintiffs are entitled to
13 recover punitive damages from Defendants in an amount sufficient to punish and set an example
14 of Defendants for their conduct and to deter Defendants and others from the commission of similar
15 acts in the future.

16 **EIGHTH CAUSE OF ACTION**

17 **Retaliation in Violation of Cal. Labor Code § 1102.5**

18 **(By All Plaintiffs Against All Defendants)**

19 151. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
20 allegation contained in Paragraphs 1 through 150, inclusive, as though set forth in full herein.

21 152. Section 1102.5(a) of the California Labor Code prohibits employers from
22 preventing employees from disclosing a violation of state or federal statute to a person with
23 authority over the employee, or to another employee who has authority to investigate, discover, or
24 correct the violation or noncompliance.

25 153. Section 1102.5(b) of the California Labor Code makes it illegal for an employer to
26 "retaliate against an employee for disclosing information to...a person with authority over the
27 employee or another employee who has the authority to investigate, discover, or correct the
28 violation...if the employee has reasonable cause to believe that the information discloses a

1 violation of state or federal statute, or a violation or noncompliance with a state or federal rule or
2 regulation.”

3 154. Section 1102.5(f) of the California Labor Code provides that “[i]n addition to other
4 penalties, an employer that is a corporation or limited liability company is liable for a civil penalty
5 not exceeding ten thousand dollars (\$10,000) for each violation of this section.”

6 155. As set forth more fully above, Plaintiffs complained to their supervisors,
7 Hyperion’s management, and to OSHA, about various violations of law and the retaliation that
8 they suffered as a result of the complaints.

9 156. Plaintiffs reasonably believed that the aforementioned complaints that Plaintiffs
10 made disclosed violations of local, state and federal statutes, rules, and regulations.

11 157. Defendants retaliated against Plaintiffs with personal threats, harassment,
12 demotion, and ultimately, termination of Plaintiffs’ employment, as well as other adverse
13 employment actions.

14 158. Plaintiffs’ disclosures and complaints of Hyperion’s violations of local, state and
15 federal statutes, rules, and regulations were contributing factors in causing the adverse
16 employment actions suffered by Plaintiffs.

17 159. As a proximate result of the actions complained of herein, Plaintiffs have suffered
18 and continue to suffer losses of past and future earnings, and other benefits of employment, all to
19 Plaintiffs’ damage in an amount according to proof at trial.

20 ///

21 160. As a further proximate result of the actions complained of herein, Plaintiffs have
22 suffered and continue to suffer severe and lasting emotional distress, humiliation, embarrassment
23 and mental anguish, all to Plaintiffs’ damage in an amount according to proof at trial.

24 161. As a further proximate result of actions complained of herein, Plaintiffs have
25 suffered and continue to suffer serious harm to Plaintiffs’ professional reputation and credibility,
26 all to Plaintiffs’ damage in an amount according to proof at trial.

27 ///

28 ///

162. As a result of the unlawful conduct described herein, Plaintiffs, pursuant to Labor Code § 1021.5, are entitled to costs of suit, including reasonable attorney's fees, in an amount according to proof at trial.

163. Plaintiffs are also entitled to statutory penalties under the California Labor Code.

164. Defendants are guilty of oppression of, and of malice toward, Plaintiffs, and Defendants' managing agents authorized or ratified this wrongful conduct. The conduct was intended to cause injury to Plaintiffs and was despicable conduct carried on with a willful and conscious disregard of the rights of Plaintiffs and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights. An award of punitive damages against Defendants is therefore warranted under Civil Code § 3294.

NINTH CAUSE OF ACTION

Retaliation in Violation of Public Policy, Cal. Labor Code § 232.5

(By All Plaintiffs Against All Defendants)

165. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in Paragraphs 1 through 164, inclusive, as though set forth in full herein.

166. It is against the public policy of California to discipline or otherwise discriminate against an employee who discloses information about the employer's working conditions. Cal. Labor Code § 232.5(c).

167. As set forth more fully above, Plaintiffs complained to their supervisors, to Hyperion's senior executives, and to OSHA about their working conditions, various violations of law, and the retaliation that they suffered as a result of Plaintiffs' complaints.

168. Defendants retaliated with personal threats, harassment, demotion, and ultimately, termination of Plaintiffs' employment.

169. As a proximate result of the actions complained of herein, Plaintiffs have suffered and continue to suffer losses of past and future earnings, and other benefits of employment, all to Plaintiffs' damage in an amount according to proof at trial.

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170. As a further proximate result of the actions complained of herein, Plaintiffs have suffered and continue to suffer severe and lasting emotional distress, humiliation, embarrassment and mental anguish, all to Plaintiffs' damage in an amount according to proof at trial.

171. As a further proximate result of actions complained of herein, Plaintiffs have suffered and continue to suffer serious harm to Plaintiff's professional reputation and credibility, all to Plaintiff's damage in an amount according to proof at trial.

172. As a result of the unlawful conduct described herein, Plaintiffs are entitled to costs of suit, including reasonable attorney's fees, in an amount according to proof at trial.

173. Defendants are guilty of oppression and of malice toward Plaintiffs, and Defendants' managing agents authorized or ratified this wrongful conduct. The conduct was intended to cause injury to Plaintiffs and was despicable conduct carried on with a willful and conscious disregard of the rights of Plaintiffs and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights. An award of punitive damages against Defendants is therefore warranted under Civil Code § 3294.

TENTH CAUSE OF ACTION

Breach of Oral Contract

(By Plaintiff Nason Against All Defendants)

174. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in Paragraphs 1 through 173, inclusive, as though set forth in full herein.

175. Plaintiff NASON and Defendants entered into an oral contract, Plaintiff NASON's interview and hiring process with Hyperion, whereby Defendants promised Plaintiff NASON shares of equity in Hyperion in exchange for Plaintiff's NASON's agreement to accept \$25 per hour as below market compensation instead of at least \$120 per hour that Plaintiff NASON was entitled to given his experience. Plaintiff NASON agreed, and Hyperion agreed to keep track of Plaintiff NASON's hours and issue stock equal to the hourly compensation.

176. Plaintiff NASON has performed all conditions, covenants, promises, and obligations required on Plaintiff's part to be performed in accordance with the terms and

1 conditions of said agreements, except those conditions, covenants, promises, and obligations that
2 Plaintiff were prevented or excused from performing.

3 177. Defendants materially breached said agreement by failing to deliver to Plaintiff
4 NASON the promised equity in Hyperion.

5 178. As a direct and proximate result of Defendants' breach of said agreement, Plaintiff
6 NASON has incurred substantial damages. When Plaintiff NASON has ascertained the full
7 amount of his damages, Plaintiff NASON will seek leave of this Court to amend this Complaint
8 accordingly.

9 **ELEVENTH CAUSE OF ACTION**

10 **Breach of Implied Contract**

11 **(By Plaintiff Nason Against All Defendants)**

12 179. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
13 allegation contained in Paragraphs 1 through 178, inclusive, as though set forth in full herein.

14 180. Plaintiff NASON and Defendants entered into an implied contract, Plaintiff
15 NASON's interview and hiring process with Hyperion, whereby Defendants promised Plaintiff
16 NASON shares of equity in Hyperion in exchange for Plaintiff's NASON's agreement to accept
17 \$25 per hour as below market compensation instead of at least \$120 per hour that Plaintiff
18 NASON was entitled to given his experience. Plaintiff NASON agreed, and Hyperion agreed to
19 keep track of Plaintiff NASON's hours and issue stock equal to the hourly compensation.

20 181. As a result thereof, Plaintiff NASON provided highly valuable services for
21 Defendants. Defendants assured Plaintiff NASON on repeated occasions that Defendants
22 understood that Plaintiff NASON was being underpaid for his services but that Plaintiff NASON
23 would be compensated in equity.

24 ///

25 182. As a result of the above allegations and the relationship that existed between
26 Plaintiff NASON and Defendants and the conduct of Plaintiff and Defendants, there was an
27 implied contract (the "Implied Agreement") between Plaintiff NASON and Defendants whereby
28 Plaintiff NASON would continue to provide the highly valuable services requested by Defendants,

1 and Defendants would pay Plaintiffs at least the value of said services in the form of equity in
2 Hyperion.

3 183. In reasonable reliance on Defendants' promises and representations, Plaintiff
4 NASON continued to provide said services to Defendants, and Defendants accepted said services.

5 184. Defendants knew or had reason to know that Plaintiff NASON understood
6 Defendants' conduct as consent to the Implied Agreement.

7 185. Plaintiff NASON has performed all conditions, covenants, promises, and
8 obligations required on Plaintiffs' part to be performed in accordance with the terms and
9 conditions of the Implied Agreement, except those conditions, covenants, promises, and
10 obligations that Plaintiff NASON were prevented or excused from performing.

11 186. Defendants materially breached the Implied Agreement by failing to compensate
12 Plaintiff NASON in equity in Hyperion.

13 187. As a direct and proximate result of Defendants' breach of the Implied Agreement,
14 Plaintiff NASON incurred substantial damages in an amount to be proven at trial. When Plaintiff
15 NASON has ascertained the full amount of their damages, Plaintiff will seek leave of this Court to
16 amend this Complaint accordingly.

17 **TWELFTH CAUSE OF ACTION**

18 **Breach of the Covenant of Good Faith and Fair Dealing**

19 **(By Plaintiff Nason Against All Defendants)**

20 188. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
21 allegation contained in Paragraphs 1 through 187, inclusive, as though set forth in full herein.

22 189. Every contract imposes upon each party a duty of good faith and fair dealing in its
23 performance and its enforcement. This implied covenant of good faith and fair dealing required
24 that no party will do anything that will have the effect of impairing, destroying, or injuring the
25 rights of the other party to receive the benefits of their agreement. The covenant implies that in all
26 contracts each party will do all things reasonably contemplated by the terms of the contract to
27 accomplish its purpose. This covenant protects the benefits of the contract that the parties
28 reasonably contemplated when they entered into the agreement.

1 190. Plaintiff NASON and Defendants entered into the agreements alleged hereinabove,
2 each of which imposed upon Plaintiff NASON and Defendants a covenant of good faith and fair
3 dealing in this matter.

4 191. Plaintiff NASON did all, or substantially all of the significant things, that the
5 agreements required Plaintiff NASON to do.

6 192. All conditions required for Defendants' performance under each of the agreements
7 have occurred.

8 193. Defendants unfairly interfered with Plaintiff NASON's right to receive all benefits
9 of the agreements and materially breached the covenant of good faith and fair dealing by failing to
10 compensate Plaintiff NASON pursuant to their agreements.

11 194. Instead, Defendants intentionally induced Plaintiff NASON to provide valuable
12 services for inadequate compensation in reliance on false promises and representations by
13 Defendants, as set forth herein.

14 195. As a result of the actions alleged herein, Defendants have materially breached the
15 covenant of good faith and fair dealing contained in the agreements as against Plaintiff NASON.

16 196. As a direct and proximate result of Defendants' breach of the covenant of good
17 faith and fair dealing, Plaintiff NASON has incurred substantial damages in an amount to be
18 proven at trial. When Plaintiff NASON has ascertained the full amount of his damages, Plaintiff
19 will seek leave of this Court to amend this Complaint accordingly.

20 **THIRTEENTH CAUSE OF ACTION**

21 **Fraud**

22 **(By Plaintiff Nason Against All Defendants)**

23 197. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
24 allegation contained in Paragraphs 1 through 196, inclusive, as though set forth in full herein.

25 198. As set forth herein, Defendants induced Plaintiff NASON to provide Hyperion with
26 highly valuable services for inadequate compensation, by making repeated false representations.
27 Specifically, during Plaintiff NASON's interview and hiring process with Hyperion, Defendants
28 promised Plaintiff NASON shares of equity in Hyperion in exchange for Plaintiff's NASON's

1 agreement to accept \$25 per hour as below market compensation instead of at least \$120 per hour
2 that Plaintiff NASON was entitled to given his experience. Plaintiff NASON relied on those false
3 representations, and Hyperion agreed to keep track of Plaintiff NASON's hours and issue stock
4 equal to the hourly compensation.

5 199. At the time Defendants made these promises and representations, the promises and
6 representations were false and Defendants did not intend to honor the promises.

7 200. Instead, Defendants intentionally induced Plaintiff NASON to provide the highly
8 valuable services for inadequate compensation in reliance on false promises and representations by
9 Defendants, as set forth herein. Further, said representations and promises constituted material
10 inducements for Plaintiff NASON to provide said services to Defendants.

11 201. As a result of Defendants' representations, Plaintiff NASON continued providing
12 said services.

13 202. The representations and promises alleged hereinabove were false, and were known
14 by Defendants to be false when they were made to Plaintiff NASON in that Defendants never had
15 any intention of paying Plaintiff NASON what Defendants had promised to pay in the form of
16 equity in Hyperion.

17 203. Plaintiff NASON actually, reasonably, and justifiably relied upon Defendants'
18 representations and promises. But for the representations and promises alleged hereinabove,
19 Plaintiff NASON would not have provided years of service to Defendants for inadequate
20 compensation.

21 204. Defendants' misrepresentations and false promises alleged hereinabove were made
22 with the intent to defraud, deceive and manipulate Plaintiff NASON and to induce him to provide
23 years of services to Defendants for inadequate compensation.

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25 205. As a proximate cause and direct result of Defendants' misrepresentations and false
26 promises, Plaintiff NASON has incurred substantial damages. When Plaintiff NASON has
27 ascertained the full amount of his damages, Plaintiffs will seek leave of this Court to amend this
28 Complaint accordingly.

206. The wrongful acts and omissions of Defendants as alleged herein were conducted in an intentional, malicious, calculated and oppressive manner in conscious disregard for the rights of Plaintiff NASON, injuring and damaging Plaintiff NASON by deceiving Plaintiff into providing years of valuable services for inadequate compensation based on the promises and representations of Defendants, which conduct was despicable and entitles Plaintiff NASON to punitive damages in an amount sufficient to punish Defendants, to be proven at trial, together with pre-judgment interest.

FOURTEENTH CAUSE OF ACTION

Promissory Estoppel

(By Plaintiff Nason Against All Defendants)

207. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in Paragraphs 1 through 206, inclusive, as though set forth in full herein.

208. As set forth hereinabove, Defendants repeatedly made the clear and unambiguous promise to Plaintiff NASON that Defendants would compensate Plaintiff in the form of equity in Hyperion in exchange for Plaintiff's highly valuable services to Defendants.

209. Defendants made such representations and promises to Plaintiff NASON for the purpose of inducing Plaintiff NASON to provide the services to Defendants.

210. In making the representations and promises alleged herein, Defendants did so with the knowledge and reasonable expectation that Plaintiff NASON would reasonably be induced to rely on the representations and promises.

211. In reasonable reliance on Defendants' promises and representations, Plaintiff NASON provided years of valuable services to Defendants at Plaintiff NASON's substantial detriment.

212. However, Defendants' representations and promises were not fulfilled. Instead, Defendants accepted and benefited from years of Plaintiff NASON's services.

213. As a proximate cause and direct result of Defendants' misrepresentations and false promises, Plaintiff NASON has incurred substantial damages. When Plaintiff NASON has

1 ascertained the full amount of his damages, Plaintiff will seek leave of this Court to amend this
2 Complaint accordingly.

3 **FIFTEENTH CAUSE OF ACTION**

4 **Quantum Meruit**

5 **(By Plaintiff Nason Against All Defendants)**

6 214. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
7 allegation contained in Paragraphs 1 through 213, inclusive, as though set forth in full herein.

8 215. For more than two years, Plaintiff NASON provided highly valuable services to
9 Defendants for inadequate compensation, based upon the repeated promises and representations of
10 Defendants.

11 216. Plaintiff NASON provided these services at the request of Defendants for the
12 benefit of Defendants.

13 217. Defendants knew that these services were being provided by Plaintiff NASON, and
14 Defendants accepted, used, enjoyed, and benefited from the services provided by Plaintiff
15 NASON.

16 218. Defendants have failed and refused to pay Plaintiff NASON for the full, reasonable
17 value of Plaintiff NASON's services.

18 219. As a proximate cause and direct result of Defendants' failure and refusal to pay
19 Plaintiff NASON for the full, reasonable value of Plaintiff NASON's services, Plaintiff has been
20 damaged in the amount to be proven at the time of trial.

21 **SIXTEENTH CAUSE OF ACTION**

22 **Wrongful Termination in Violation of Public Policy**

23 **(By All Plaintiffs Against Hyperion Defendants)**

24 220. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
25 allegation contained in Paragraphs 1 through 219, inclusive, as though set forth in full herein.

26 221. The well-established public policy of the State of California prohibits an employer
27 from terminating an employee due to, *inter alia*, the employee's gender or age, the employee's
28 objections about sexual harassment and discrimination, and/or complaints related to the

1 employer's violations of California law. That policy is expressed in Cal. Gov. Code §§ 12900, *et*
2 *seq.*

3 222. As alleged herein, Defendants terminated Plaintiffs' employment due to Plaintiffs'
4 gender and/or age, as well as Plaintiffs' complaints regarding Defendants' misconduct, including,
5 without limitation, sexual and age-based harassment and discrimination; wage theft and wage and
6 hour violations; and fraudulent, illegal, and unsafe acts and omissions at the Hyperion workplace.

7 223. Plaintiffs were terminated, at least in part, because of these violations of law and/or
8 their complaints and findings of violations of such. Defendants' explanations for the termination
9 of Plaintiffs are pretextual and untrue.

10 224. The above-described conduct of Defendants constitutes wrongful termination of
11 Plaintiffs in violation of well-established, substantial and fundamental public policies of the State
12 of California.

13 225. As a direct and proximate result of Defendants' aforementioned conduct and the
14 termination of Plaintiffs, Plaintiffs have suffered and continues to suffer losses in earnings and job
15 benefits, in an amount to be proven at trial.

16 226. As a further direct and proximate result of Defendants' aforementioned conduct
17 and the termination of Plaintiffs, Plaintiffs suffered anxiety, worry, embarrassment, humiliation,
18 injury to their professional reputation, mental anguish, and emotional distress, in an amount to be
19 proven at trial. Plaintiffs are further entitled to recover reasonable attorney's fees, costs, and pre-
20 judgment interest.

21 227. Defendants committed the acts herein alleged willfully, maliciously, oppressively,
22 with the wrongful intention of injuring Plaintiffs and with an improper and evil motive rising to
23 the level of malice, in conscious disregard of Plaintiffs' rights. Because the acts taken towards
24 Plaintiffs were carried out by managerial employees acting in a despicable, deliberate, cold,
25 callous, and intentional manner in order to injure and damage Plaintiffs, Plaintiffs are entitled to
26 recover punitive damages from Defendants in an amount sufficient to punish and set an example
27 of Defendants for their conduct and to deter Defendants and others from the commission of similar
28 acts in the future.

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236. As a further direct and proximate result of Defendants' aforementioned conduct and the constructive termination of Plaintiffs, Plaintiffs suffered anxiety, worry, embarrassment, humiliation, injury to their professional reputation, mental anguish, and emotional distress, in an amount to be proven at trial. Plaintiffs are further entitled to recover reasonable attorney's fees, costs, and pre-judgment interest.

237. Defendants committed the acts herein alleged maliciously and fraudulently, with the wrongful intention of injuring Plaintiffs and with an improper and evil motive rising to the level of malice, in conscious disregard of Plaintiffs' rights. Because the acts taken towards Plaintiffs were carried out by managerial employees acting in a despicable, deliberate, cold, callous, and intentional manner in order to injure and damage Plaintiffs, Plaintiffs are entitled to recover punitive damages from Defendants.

EIGHTEENTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(By All Plaintiffs Against All Defendants)

238. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in Paragraphs 1 through 237, inclusive, as though set forth in full herein.

239. As alleged hereinabove, during Plaintiffs' employment, Defendants repeatedly mistreated Plaintiffs in an extreme and outrageous manner by, among other things, harassing, discriminating, threatening Plaintiffs' personal safety, unwanted physical conduct, defaming, berating, verbally assaulting, intimidating, disparaging, belittling, name-calling, and retaliating against Plaintiffs.

240. Defendants had no legitimate business purpose for this degrading treatment, which included verbal threats, unwanted physical conduct, humiliation, and disparate treatment.

241. Defendants intentionally mistreated Plaintiffs in such an extreme and outrageous manner so that they would be emotionally harmed by this hurtful conduct.

242. Defendants' conduct as alleged herein was extreme, outrageous, and an abuse of Defendants' authority and position because it was intentionally and maliciously done to cause, and

recklessly disregarded the probability of causing, Plaintiffs to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress.

243. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered anxiety, worry, embarrassment, humiliation, mental anguish, and emotional distress, for which Plaintiffs are received medical or psychological treatment.

244. Defendants committed the acts herein alleged maliciously and fraudulently, with the wrongful intention of injuring Plaintiffs and with an improper and evil motive rising to the level of malice, in conscious disregard of Plaintiffs' rights. Because the acts taken towards Plaintiffs were carried out by managerial employees acting in a despicable, deliberate, cold, callous, and intentional manner in order to injure and damage Plaintiffs, Plaintiffs are entitled to recover punitive damages from Defendants. Defendants abused their special positions as Plaintiffs' employer.

NINETEENTH CAUSE OF ACTION

Violation Failure To Pay Overtime Compensation

(Labor Code §§ 510, 1194, 1198)

(By All Plaintiffs Against All Defendants)

245. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in Paragraphs 1 through 244, inclusive, as though set forth in full herein.

246. At all times herein set forth, Cal. Labor Code § 218 authorizes employees to sue their employers directly for any wages or penalties due to them under this article of the California Labor Code.

247. At all times herein set forth, Cal. Labor Code § 1198 provides that it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission (hereinafter, "IWC").

248. At all times herein set forth, IWC Wage Order 7-2001(3)(A), which is applicable to Plaintiffs' employment by Defendants, provides that employees working more than eight (8) hours in one (1) day, and/or more than forty (40) hours in one (1) workweek, are entitled to payment at the rate of one-and-one half (1 1/2) his or her regular rate of pay for all hours worked in excess of

1 eight (8) hours in one (1) day or more than forty (40) hours in one (1) work week. An employee
2 who works more than twelve (12) hours in one (1) day is entitled to overtime compensation at a
3 rate of twice his or her regular rate of pay.

4 249. Cal. Labor Code § 510 codifies the right to overtime compensation at the rate of
5 one-and-one half (1 1/2) the regular rate of pay for all hours worked in excess of eight (8) hours in
6 one (1) day or more than forty (40) hours in one (1) work week, or for the first eight (8) hours
7 worked on the seventh day of work, and to overtime compensation at twice the regular rate for
8 hours worked in excess of twelve (12) hours in one (1) day or in excess of eight (8) hours on the
9 seventh day of work.

10 250. During their employment with Defendants, Plaintiffs routinely worked in excess of
11 eight (8) hours in one (1) work day and forty (40) hours in one (1) work week.

12 251. However, during the relevant time period, Defendants failed and refused to pay all
13 premium overtime wages owed to Plaintiffs.

14 252. Defendants' failure and refusal to pay Plaintiffs the unpaid balance of premium
15 overtime compensation, as required by California law, violates the provisions of Cal. Labor Code
16 §§ 510 and 1198, and is therefore unlawful.

17 253. Pursuant to Cal. Labor Code § 1194, Plaintiffs are entitled to recover from
18 Defendants Plaintiffs' unpaid overtime compensation, as well as interest at the maximum legal
19 rate, costs, and attorney's fees.

20 254. Pursuant to Cal. Labor Code § 558, Plaintiffs are entitled to recover from
21 Defendants fifty dollars (\$50.00) for each pay period for which Plaintiffs were underpaid in
22 addition to an amount sufficient to recover underpaid wages and for each subsequent violation,
23 one hundred dollars (\$100.00) for each pay period for which Plaintiffs were underpaid in addition
24 to an amount sufficient to recover underpaid wages.

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1 **TWENTIETH CAUSE OF ACTION**

2 **PAGA Claim For Failure To Pay Overtime Compensation**

3 **(By All Plaintiffs Against All Defendants)**

4 255. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
5 allegation contained in Paragraphs 1 through 254, inclusive, as though set forth in full herein.

6 256. Pursuant to Labor Code -§ 2699, Plaintiffs seek to recover civil penalties on behalf
7 of themselves and all other aggrieved persons, for Defendants' failure to provide overtime
8 compensation, under Labor Code §§ 510 and 1198, in an amount according to proof at trial but no
9 less than one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial
10 violation, and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
11 subsequent violation.

12 257. Plaintiffs are also entitled to attorney's fees, expenses, and costs of suit pursuant to
13 Labor Code §§ 218.5, 1194(a), and 2699(g)(1) for pursuing this action

14 **TWENTY-FIRST CAUSE OF ACTION**

15 **Violation of Cal. Labor Code §§ 226.7(a) and 512(a) – Unpaid Missed Meal Breaks**

16 **(By All Plaintiffs Against All Defendants)**

17 258. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
18 allegation contained in Paragraphs 1 through 257, inclusive, as though set forth in full herein.

19 259. At all times herein set forth, California Labor Code § 218 authorizes employees to
20 sue their employers directly for any wages or penalty due to them under this article of the
21 California Labor Code.

22 260. At all times herein set forth, Labor Code § 226.7(a) provides that no employer shall
23 require an employee to work during any meal period mandated by an applicable order of the
24 Industrial Welfare Commission (the "IWC").

25 261. At all times herein set forth, Labor Code § 512(a) provides that an employer may
26 not employ an employee for a work period of more than five (5) hours per day without providing
27 the employee with a meal period of not less than thirty (30) minutes, except that if the total work
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1 period per day is not more than six (6) hours, the meal period may be waived by mutual consent of
2 both the employer and the employee.

3 262. At all times herein set forth, Labor Code § 512(a) further provides that an employer
4 may not employ an employee for a work period of more than ten (10) hours per day without
5 providing the employee with a second meal period of not less than thirty (30) minutes, except that
6 if the total work period per day is not more than twelve (12) hours, the second meal period may be
7 waived by mutual consent of both the employer and the employee, only if the first meal period
8 was not waived.

9 263. During the relevant time period, Plaintiffs were required to work in excess of five
10 (5) hours, without receiving an uninterrupted meal period of not less than thirty (30) minutes.

11 264. During the relevant time period, Plaintiffs were required to work in excess of ten
12 (10) hours, without receiving a second uninterrupted meal period of not less than thirty (30)
13 minutes.

14 265. Defendants fostered a work environment where the taking of uninterrupted thirty
15 (30) minute meal breaks by their employees was prohibited because Defendants were more
16 concerned about their profit margins than their employees' welfare and rights. As such, Plaintiffs
17 could not take any thirty (30) minute uninterrupted meal breaks without the risk of being
18 reprimanded or terminated.

19 266. Defendants' conduct violates Labor Code §§ 226.7(a) and 512(a) and IWC Order
20 No. 1-2001(12), which relates to meal breaks and tracks the language of the Labor Code.

21 267. Pursuant to Labor Code § 226.7(b), Plaintiffs are entitled to recover from
22 Defendants one (1) additional hour of pay at Plaintiffs' regular rate of compensation for each work
23 day that a meal period was not provided, for a three-year statutory period dating back from the
24 commencement of this action.

25 268. Pursuant to Labor Code § 558, Plaintiffs are entitled to recover from Defendants
26 fifty dollars (\$50.00) for each pay period for which Plaintiffs were underpaid in addition to an
27 amount sufficient to recover underpaid wages and for each subsequent violation, one hundred
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1 dollars (\$100.00) for each pay period for which Plaintiffs were underpaid in addition to an amount
2 sufficient to recover underpaid wages.

3 **TWENTY-SECOND CAUSE OF ACTION**

4 **PAGA Claim for Failure to Provide Meal Breaks**

5 **(By All Plaintiffs Against All Defendants)**

6 269. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
7 allegation contained in Paragraphs 1 through 268, inclusive, as though set forth in full herein.

8 270. Pursuant to Labor Code § 2699, Plaintiffs seek to recover civil penalties on behalf
9 of themselves and all other aggrieved persons, for Defendants' failure to provide meal periods or
10 compensation in lieu thereof, under Labor Code § 226.7, in an amount according to proof at trial
11 but no less than one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
12 initial violation, and two hundred dollars (\$200.00) for each aggrieved employee per pay period
13 for each subsequent violation.

14 271. Plaintiffs are also entitled to attorney's fees, expenses, and costs of suit pursuant to
15 Labor Code §§ 218.5, 1194(a), and 2699(g)(1) for pursuing this action

16 **TWENTY-THIRD CAUSE OF ACTION**

17 **Violation of Cal. Labor Code § 226.7(a) and IWC Wage Order 1-2001(12) –**

18 **Unpaid Missed Rest Breaks**

19 **(By All Plaintiffs Against All Defendants).**

20 272. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
21 allegation contained in Paragraphs 1 through 271, inclusive, as though set forth in full herein

22 273. At all times herein set forth, Labor Code § 218 authorizes employees to sue their
23 employers directly for any wages or penalty due to them under this article of the California Labor
24 Code.

25 274. At all times herein set forth, Labor Code § 226.7(a) provides that no employer shall
26 require an employee to work during any rest period mandated by an applicable order of the IWC.

27 275. IWC Wage Order No. 1-2001(12), which relates to rest periods and tracks the
28 language of the Labor Code, provides that "Every employer shall authorize and permit all

1 employees to take rest periods, which insofar as practicable shall be in the middle of each work
2 period. The authorized rest period time period shall be based on the total hours worked daily at
3 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a
4 rest period need not be authorized for employees whose total daily work time is less than three and
5 one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which
6 there shall be no deductions from wages.”

7 276. During the relevant time period, Plaintiffs worked more than three and one-half
8 (3½) hours, more specifically in excess of ten (10) hours per workday, but was not allowed to take
9 paid rest breaks that she was legally entitled to pursuant to IWC Wage Order No. 1-2001(12).

10 277. Defendants’ conduct, as alleged herein, violates IWC Wage Order No. 1-2001(12)
11 and Labor Code § 226.7(a), which provides that no employer shall require any employee to work
12 during any rest period mandated by an applicable order of the IWC.

13 278. Pursuant to IWC Wage Order No. 1-2001(12) and Labor Code § 226.7(b),
14 Plaintiffs are entitled to recover from Defendants one (1) additional hour of pay at Plaintiffs’
15 regular rate of compensation for each work day that a rest period was not provided, for a three-
16 year statutory period dating back from the date of the commencement of this action.

17 279. Pursuant to Labor Code § 558, Plaintiffs are entitled to recover from Defendants
18 fifty dollars (\$50.00) for each pay period for which Plaintiffs were underpaid in addition to an
19 amount sufficient to recover underpaid wages and for each subsequent violation, one hundred
20 dollars (\$100.00) for each pay period for which Plaintiffs were underpaid in addition to an amount
21 sufficient to recover underpaid wages.

22 **TWENTY-FOURTH CAUSE OF ACTION**

23 **Failure to Reimburse Business Expenses (Labor Code § 2802)**

24 **(By All Plaintiffs Against All Defendants)**

25 280. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
26 allegation contained in Paragraphs 1 through 279, inclusive, as though set forth in full herein.

27 281. Pursuant to Labor Code § 2699, Plaintiffs seek to recover civil penalties on behalf
28 of themselves and all other aggrieved persons, for Defendants’ failure to provide rest periods or

1 compensation in lieu thereof, under Labor Code § 226.7, in an amount according to proof at trial
2 but no less than one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
3 initial violation, and two hundred dollars (\$200.00) for each aggrieved employee per pay period
4 for each subsequent violation.

5 282. Plaintiffs are also entitled to attorney's fees, expenses, and costs of suit pursuant to
6 Labor Code §§ 218.5, 1194(a), and 2699(g)(1) for pursuing this action

7 **TWENTY-FIFTH CAUSE OF ACTION**

8 **Failure to Reimburse Business Expenses (Labor Code § 2802)**

9 **(By All Plaintiffs Against All Defendants)**

10 283. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
11 allegation contained in Paragraphs 1 through 282, inclusive, as though set forth in full herein.

12 284. At all times herein set forth, Cal. Labor Code § 218 authorizes employees to sue
13 their employers directly for any wages or penalty due to them under this article of the California
14 Labor Code.

15 285. Cal. Labor Code § 2802 provides that an employer shall indemnify its employee for
16 all necessary expenditures or losses incurred by the employee in direct consequence of the
17 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
18 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
19 unlawful.

20 286. In violation of Cal. Labor Code § 2802, Defendants required Plaintiffs to incur and
21 pay for costs and expenses arising from Plaintiffs' employment with Defendants and either
22 deducted such costs and expenses from Plaintiffs' wages or refused to reimburse said reasonably
23 incurred business expenses. As a result, Defendants failed and refused to indemnify Plaintiff for
24 the resulting expenditures and required Plaintiffs to incur losses without indemnification, in
25 violation of Cal. Labor Code § 2802.

26 287. Pursuant to Cal. Labor Code § 2802, Plaintiffs are entitled to recover from
27 Defendants Plaintiffs' unpaid expenditures, as well as interest at the maximum legal rate, costs,
28 and attorney's fees.

1 **TWENTY-SIXTH CAUSE OF ACTION**

2 **PAGA Claim for Failure to Reimburse Business Expenses**

3 **(By All Plaintiffs Against All Defendants)**

4 288. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
5 allegation contained in Paragraphs 1 through 287, inclusive, as though set forth in full herein.

6 289. Pursuant to Labor Code § 2699, Plaintiffs seek to recover civil penalties on behalf
7 of themselves and all other aggrieved persons, for Defendants' failure to indemnify employees,
8 under Labor Code § 2802, in an amount according to proof at trial but no less than one hundred
9 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation, and two
10 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
11 violation.

12 290. Plaintiffs are also entitled to attorney's fees, expenses, and costs of suit pursuant to
13 Labor Code §§ 218.5, 1194(a), and 2699(g)(1) for pursuing this action.

14 **TWENTY-SEVENTH CAUSE OF ACTION**

15 **Failure to Pay Minimum Wage Compensation**

16 **(Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, 1197)**

17 **(By All Plaintiffs Against All Defendants)**

18 291. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
19 allegation contained in Paragraphs 1 through 290, inclusive, as though set forth in full herein.

20 292. At all times herein set forth, California Labor Code § 1194(a) provides that “any
21 employee receiving less than the legal minimum wage or the legal overtime compensation
22 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
23 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
24 attorney's fees, and costs of suit.”

25 293. During the relevant time period during Plaintiffs’ employment with Defendants,
26 Defendants failed to pay Plaintiffs the legal minimum wage and/or the legal overtime
27 compensation.

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1 294. Defendants' conduct violates, *inter alia*, Labor Code §§ 1182.11, 1182.12, 1194,
2 1194.2, 1197, and related provisions.

3 295. Pursuant to Labor Code § 1194.2(a), Plaintiffs are entitled to recover from
4 Defendants to "recover liquidated damages in an amount equal to the wages unlawfully unpaid
5 and interest thereon."

6 **TWENTY-EIGHT CAUSE OF ACTION**

7 **PAGA Claim for Failure to Pay Minimum Wage Compensation**

8 **(By All Plaintiffs Against All Defendants)**

9 296. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
10 allegation contained in Paragraphs 1 through 295, inclusive, as though set forth in full herein.

11 297. Pursuant to Labor Code § 2699, Plaintiffs seek to recover civil penalties on behalf
12 of themselves and all other aggrieved persons, for Defendants' failure to pay the legal minimum
13 wage and/or the legal overtime compensation, in an amount according to proof at trial but no less
14 than one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial
15 violation, and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
16 subsequent violation.

17 298. Plaintiffs are also entitled to attorney's fees, expenses, and costs of suit pursuant to
18 Labor Code §§ 218.5, 1194(a), and 2699(g)(1) for pursuing this action.

19 **TWENTY-NINTH CAUSE OF ACTION**

20 **Violation of Cal. Labor Code § 226(a) – Improper Wage Statements**

21 **(By All Plaintiffs Against All Defendants)**

22 299. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
23 allegation contained in Paragraphs 1 through 298, inclusive, as though set forth in full herein.

24 300. At all times herein set forth, Labor Code § 218 authorizes employees to sue their
25 employers directly for any wages or penalty due to them under this article of the California Labor
26 Code.

27 301. Labor Code § 226(a) mandates that employers provide their employees, along with
28 the employees' paychecks, "an accurate itemized statement in writing showing (1) gross wages

1 earned, (2) total hours worked by the employee, except for any employee whose compensation is
2 solely based on a salary and who is exempt from payment of overtime under subdivision (a) of
3 Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of
4 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
5 (4) all deductions, provided that all deductions made on written orders of the employee may be
6 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
7 which the employee is paid, (7) the name of the employee and the last four digits of his or her
8 social security number or an employee identification number other than a social security number,
9 (8) the name and address of the legal entity that is the employer and, if the employer is a farm
10 labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal
11 entity that secured the services of the employer, and (9) all applicable hourly rates in effect during
12 the pay period and the corresponding number of hours worked at each hourly rate by the
13 employee.”

14 302. Defendants failed and refused to provide timely, complete, accurate, and legally
15 compliant wage statements to Plaintiffs, pursuant to Labor Code § 226(a), because it was
16 Defendants’ intent to avoid paying Plaintiffs the correct wages, more specifically wages for all
17 hours worked, overtime wages, and the additional hour of pay for each missed meal and rest break
18 per workday to which Plaintiffs were legally entitled.

19 303. Pursuant to Labor Code § 226(e), Plaintiffs are entitled to recover from Defendants,
20 for Defendants’ violation of Labor Code § 226(a), the greater of all actual damages or fifty dollars
21 (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars (\$100.00)
22 for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand
23 (\$4,000.00). Moreover, Plaintiffs are entitled to recover an award of costs and attorney’s fees.

24 **THIRTIETH CAUSE OF ACTION**

25 **PAGA Claim for Improper Wage Statements**

26 **(By All Plaintiffs Against All Defendants)**

27 304. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
28 allegation contained in Paragraphs 1 through 303, inclusive, as though set forth in full herein.

305. Pursuant to Labor Code §§ 226.3 and 2699, Plaintiffs seek to recover civil penalties on behalf of themselves and all other aggrieved persons, for Defendants' failure to provide accurate itemized wage statements under Labor Code § 226, in an amount according to proof at trial but no less than two hundred and fifty dollars (\$250.00) for each aggrieved employee per pay period for the initial violation, and one thousand dollars (\$1,000.00) for each aggrieved employee per pay period for each subsequent violation.

306. Plaintiffs are also entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code §§ 226(e) and 2699(g)(1) for pursuing this action.

THIRTY-FIRST CAUSE OF ACTION

Failure To Timely Pay Wages Upon Discharge And Waiting Time Penalties

(Labor Code §§ 201-204 and 256)

(By All Plaintiffs Against All Defendants)

307. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every allegation contained in Paragraphs 1 through 306, inclusive, as though set forth in full herein.

308. At all times herein, Labor Code § 218 authorizes employees to sue their employers directly for any wages or penalty due to them under this article of the California Labor Code.

309. Labor Code § 201 mandates, in part, that if “an employer discharges an employee, the wages earned and unpaid at the time the discharge are due and payable immediately.”

310. Labor Code § 202 mandates, in part, that if “an employee not having a written contract for a definite period quits his or her employment, his or her wages become due and payable not later than 72 hours thereafter, 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.”

311. Labor Code § 203 provides, in part, that if “an employer willfully fails to pay, without abatement or reduction, in accordance with Sections [201 or 202], any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

1 312. Defendants failed to pay all wages due to Plaintiffs upon their discharge pursuant to
2 Labor Code §§ 201 and 202 because it was Defendants' intent to avoid paying Plaintiffs the
3 correct wages, more specifically the overtime wages and the additional hour of pay for each
4 missed meal and rest break per workday to which Plaintiffs was legally entitled.

5 313. Pursuant to Labor Code § 203, Plaintiffs are entitled to recover from Defendants,
6 for Defendants' violation of Labor Code §§ 201 and 202, any continued penalty wages arising
7 from said violations. Moreover, Plaintiffs are entitled to an award of costs and attorney's fees.

8 **THIRTY-SECOND CAUSE OF ACTION**

9 **PAGA Claim for Failure to Timely Pay Wages**

10 **Upon Discharge and Waiting Time Penalties**

11 **(By All Plaintiffs Against All Defendants)**

12 314. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
13 allegation contained in Paragraphs 1 through 313, inclusive, as though set forth in full herein.

14 315. Pursuant to Labor Code §§ 226.3 and 2699, Plaintiffs seek to recover on behalf of
15 themselves and all other aggrieved persons, for Defendants' failure to provide all wages upon
16 separation of employment in violation of Labor Code §§ 201 and 202, in an amount according to
17 proof at trial pursuant to Labor Code § 203 for each aggrieved employee.

18 316. Plaintiffs are also entitled to attorney's fees, expenses, and costs of suit pursuant to
19 Labor Code §§ 226(3) and 2699(g)(1) for pursuing this action.

20 **THIRTY-THIRD CAUSE OF ACTION**

21 **Violation of California Unfair Competition Law**

22 **(Bus. and Prof. Code §§ 17200 et seq)**

23 **(By All Plaintiffs Against All Defendants)**

24 317. Plaintiffs repeat, reallege, and incorporate herein by this reference each and every
25 allegation contained in Paragraphs 1 through 316, inclusive, as though set forth in full herein.

26 318. Defendants' conduct, as alleged herein, including engaging in harassment,
27 discrimination, retaliation, wage and hour violations, wrongful termination of employment, and
28

1 unsafe and illegal activities, has been, and continues to be, unfair, unlawful, and harmful to
2 Plaintiffs and to the general public.

3 319. Plaintiffs seek to enforce important rights affecting the public interest within the
4 meaning of Cal. Civ. Proc. Code § 1021.5.

5 320. Defendants' activities, as alleged herein, are violations of California law and
6 constitute unfair and unlawful business acts and practices in violation of Cal. Bus. and Prof. Code
7 §§ 17200 *et seq.*

8 321. A violation of Cal. Bus. and Prof. Code §§ 17200 *et seq.* may be predicated on the
9 violation of any state or federal law. In this instant case, Defendants' policies and practices
10 violate, among other things, California's laws prohibiting retaliation, harassment, wrongful
11 termination of employment, and wage and hour violations, under the Labor Code, as well as
12 OSHA and other local and municipal rules, regulations, and laws.

13 322. In addition, Defendants' conduct, as alleged herein, including engaging in
14 discrimination, harassment, and retaliation, has been, and continues to be, unfair, unlawful, and
15 harmful to Plaintiffs and to the general public. As such, Plaintiffs seek to enforce important rights
16 affecting the public interest within the meaning of Cal. Civ. Proc. Code § 1021.5.

17 323. These violations of local, state and federal statutes, rules, and regulations constitute
18 unlawful business acts and practices in violation of Cal. Bus. and Prof. Code §§ 17200 *et seq.*

19 324. Plaintiffs have been personally aggrieved by Defendants' unlawful business acts
20 and practices, as alleged herein, including, but not limited to, the loss of money and/or property.

21 325. Pursuant to Cal. Bus. and Prof. Code §§ 17200 *et seq.*, Plaintiffs are entitled to
22 restitution and permanent injunction preventing Defendants from engaging in such unfair,
23 unlawful, and harmful conduct; an award of reasonable attorney's fees pursuant to Cal. Civ. Proc.
24 Code § 1021.5 and other applicable laws; and an award of costs

25 **WHEREFORE**, Plaintiffs pray for judgment against Defendants, and each of them,
26 jointly and severally, as follows:

27 1. For compensatory and general damages, including, without limitation, past and
28 future wages and employment benefits, according to proof;

2. For specific damages according to proof;
3. For punitive and exemplary damages according to proof;
4. For all unpaid wages, including regular wages, minimum wages, meal premium wages, rest premium wages, business expenses, and overtime wages, to the extent applicable by law;
5. For civil penalties (including waiting time penalties) under the Labor Code, to the extent applicable by law;
6. For statutory penalties under the Labor Code, to the extent applicable by law;
7. For statutory penalties under PAGA, to the extent applicable by law on behalf of themselves and all other aggrieved persons;
8. For pre-judgment and post-judgment interest, to the extent applicable by law;
9. For reasonable attorney's fees to the extent permitted by law, including under Labor Code §§ 218.5, 218.6, 226, 1194, 2699, and 2808, and Code of Civil Procedure § 1102.5;
10. For injunctive relief as provided by the Labor Code and by Business and Professions Code §§ 17200 *et seq.*, to the extent applicable by law;
11. For restitution as provided by Business and Professions Code §§ 17200 *et seq.*, and for an order requiring Defendants to restore and disgorge all funds to each affected persons acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent, and, therefore constituting unfair competition under Business and Professions Code §§ 17200 *et seq.*;
12. For costs of suit, to the extent permitted by law; and
13. For such other and further relief as the Court may deem just and proper.

Dated: December 23, 2020

MERINO YEBRI LLP



By: _____

SAM S. YEBRI

Attorneys for Plaintiffs

VANESSA PEREZ, MARIO CAZARES,
ANTHONY HANSELMAN, SCOTT NASON,
MOHAN RAO, JANE SANDELMAN, and
SHANNON TABONE

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JURY DEMAND

Plaintiff demands trial by jury in this action.

Dated: December 23, 2020

MERINO YEBRI LLP



By: _____
SAM S. YEBRI

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