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**THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

FLORA FIROOZEH, an individual, ) Case No.: **21STCV01402**

Plaintiff )

vs. )

Q SQUARED SOLUTIONS, LLC, a )  
 limited liability company; DAWN )  
 RUIZ, an individual; and DOES 1 )  
 through 100, inclusive, )

Defendants )

COMPLAINT FOR:

1. Racial Harassment;
2. Racial Discrimination;
3. Whistleblower Retaliation For Making Health And Safety Complaints;
4. Retaliation For Engaging In Protected Activity;
5. Failure To Prevent Harassment, Discrimination Or Retaliation;
6. Wrongful Termination In Violation of Public Policy;
7. Failure To Pay Overtime;
8. Failure To Pay Wages When Due and Waiting Time Penalties;
9. Failure To Provide Meal Periods;
10. Failure To Provide Accurate Itemized Statements; and
11. Private Attorney General Act.

**JURY TRIAL DEMAND**

1 Plaintiff Flora Firoozeh ("Plaintiff" or "Firoozeh") hereby brings this action  
2 against the above-named Defendants, and with respect to each allegation, Plaintiff is  
3 informed and believes and based thereon alleges as follows:

4 **PARTIES**

5 1. At all times herein mentioned, and at the time the cause of action arose,  
6 Plaintiff Flora Firoozeh was an individual and resident of the County of Los Angeles,  
7 State of California, and was employed by Defendants in the County of Los Angeles.

8 2. At all times mentioned herein Defendant Q Squared Solutions, LLC  
9 ("Defendant" or "Q Squared" or collectively as "Defendants"), was, and is, a limited  
10 liability company, doing business in the State of California, County of Los Angeles, City  
11 of Valencia. Plaintiff is informed and believes and based thereon alleges that at all times  
12 mentioned herein Defendant Q Squared employed more than five persons and was an  
13 employer as defined in the California Fair Employment and Housing Act (FEHA) at  
14 Government Code section 12926(d). In addition, Plaintiff is informed and believes and  
15 based thereon alleges that at all times mentioned herein Defendant Q Squared  
16 compelled, coerced, aided, and abetted harassment and discrimination, which is  
17 prohibited under California Government Code section 12940 (j).

18 3. At all times mentioned herein Defendant Dawn Ruiz ("Defendant" or "Ruiz"  
19 or collectively as "Defendants"), was, and is, an individual residing in the State of  
20 California, and was and/or is at all relevant times an owner, director, officer and/or  
21 managing agent employed by Q Squared Solutions, LLC, and was Plaintiff's direct  
22 supervisor within the meaning of California Government Code Section 12926 (r).

23 4. Plaintiff is unaware and ignorant of the true names and capacities of  
24 Defendants sued herein as Does 1 through 100, inclusive, and for that reason sues said  
25 Defendants by such fictitious names. Plaintiff will file and serve an amendment to this  
26 complaint alleging the true names and capacities of said fictitiously named Defendants if  
27 and when such true names and capacities become known to Plaintiff.

28 5. Plaintiff is informed and believes and based thereon alleges that each of

1 the fictitiously named Defendants is responsible in some manner for, and proximately  
2 caused, the harm and damages alleged herein below, and that each of the fictitiously  
3 named Defendants was acting as agent for the others. Plaintiff is informed and  
4 believes, and based thereon alleges, that each of the Defendants named herein acted  
5 as the employee, agent, partner, alter-ego and/or joint venture of each of the other  
6 Defendants named herein and, in doing the acts and in carrying out the wrongful  
7 conduct alleged herein, each of said Defendants acted within the scope of said  
8 relationship and with the permission, consent and ratification of each of the other  
9 Defendants named herein.

10 6. At all times relevant herein, Defendants, and each of them, were  
11 employers of Plaintiff as that term is defined and used in California Government Code §  
12 12926, et seq., and the California Labor Code, and otherwise were subject to such  
13 statutes in connection with their actions alleged herein, and as such, Defendants are  
14 prohibited from committing various acts, including discrimination, harassment,  
15 retaliation, wage and hour violations, and other violations of law as alleged herein.

16 7. Whenever in this complaint reference is made to any act, deed, or conduct  
17 of Defendant or Defendants, the allegation means that Defendants engaged in the act,  
18 deed, or conduct by or through one or more of its officers, directors, managers,  
19 supervisors, agents, employees, or representatives acting in the course and scope of  
20 their position, and who was actively engaged in the management, direction, control, or  
21 transaction of the ordinary business and affairs of Defendants.

#### 22 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

23 8. Plaintiff has met all jurisdictional requirements, where applicable, for  
24 proceeding with her claims under the Fair Employment and Housing Act ("FEHA"),  
25 codified at California Government Code, Section 12900, et. seq., by timely filing an  
26 administrative complaint with the Department of Fair Employment and Housing and  
27 receiving a "Right-to-Sue Letter." Attached hereto as Exhibit "A" is the FEHA complaint  
28 filed by Plaintiff and the Right-to-Sue letter.

1           **NOTICE REQUIRED BY THE PRIVATE ATTORNEY GENERAL ACT [“PAGA”]**

2           9.       On October 13, 2020, more than 65 calendar days before filing this  
3 complaint, Plaintiff provided written notice by certified mail to the Labor and Workforce  
4 Development Agency and to Defendant of the specific provisions of the California Labor  
5 Code that Defendant violated, thereby satisfying the requirements of Labor Code §  
6 2699.3. The Labor and Workforce Development Agency did not notify Plaintiff that it  
7 intends to investigate the Labor Code violations that she raised. Accordingly, Plaintiff  
8 has taken all steps necessary to exhaust her administrative remedies prior to filing this  
9 lawsuit. Attached hereto as Exhibit “B” is the PAGA notice letter to the LWDA and  
10 Defendant, the facts of which are incorporated by reference as though fully set forth  
11 herein.

12                           **JURISDICTION AND VENUE**

13           10.     The amount of monetary damages and restitution sought by Plaintiff  
14 exceeds the minimum jurisdictional limits of the California Superior Court and will be  
15 established according to proof at trial.

16           11.     This Court has jurisdiction over this action pursuant to the California  
17 Constitution Article VI § 10, which grants the California Superior Court original  
18 jurisdiction in all causes except those given by statute to other courts. The California  
19 statutes under which this action is brought do not give jurisdiction to any other court.

20           12.     This Court has jurisdiction over Defendants because at least one  
21 Defendant is either a resident of California, has sufficient minimum contacts in  
22 California, or otherwise intentionally avails itself or himself of the California market so as  
23 to render the exercise of jurisdiction over it by the California Courts consistent with  
24 traditional notions of fair play and substantial justice. Defendants have done and are  
25 doing business throughout California, including by maintaining and operating locations  
26 for the provision of services in Los Angeles County. Venue is proper in this Court  
27 because one or more of the Defendants resides, transacts business, or has offices in  
28 this County and the unlawful acts or omissions alleged herein took place in this County.

Specifically, various unlawful practices under the Fair Employment and Housing Act occurred in this County and Defendants maintained an office, conducts operations, and employs or has employed Plaintiffs from and in this County. The California Superior Court also has jurisdiction in this matter because there is no federal question at issue, as the issues herein are based on California statutes and law, including, without limitation, the California Government Code, the Labor Code, and the California Code of Civil Procedure.

**ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

13. Plaintiff was employed as a FISH Cytologist with Defendant Q Squared from approximately October 2018 until she was terminated on July 15, 2020.

14. Defendant Ruiz has been Plaintiff's direct supervisor at all relevant times throughout Plaintiff's employment.

15. Plaintiff's ancestry is Middle Eastern and her national origin is Iran, and such characteristics, individually and collectively, place Plaintiff in a protected class. Defendant Ruiz is of Hispanic origin.

16. During the initial timeframe of Plaintiff's employment, Defendant Ruiz considered Plaintiff an employee with a "great deal of knowledge" and a competent performer. However, Defendant Ruiz's behavior worsened towards Plaintiff soon after.

17. Although Defendant promised to pay Plaintiff on a salary basis, it failed to meet an exempt employee's salaried status because of multiple partial-day deductions due to variations of the quality or quantity of the work performed. For example, on any occasions when Plaintiff did not work at least eight hours per day in a workday, her pay was reduced. As a result of Plaintiff's misclassification, Plaintiff was entitled to overtime pay for any workday that she worked more than eight hours per day or any workweek worked more than 40 hours per week. Due to staffing needs, on many occasions, Defendant Ruiz obligated Plaintiff to work more than eight hours per day or 40 hours per week. Despite this, Plaintiff was not compensated any premium pay for the overtime hours worked. Plaintiff was also required to perform duties during her meal breaks on

1 those days when Plaintiff was entitled to at least 30 minutes of uninterrupted meal  
2 periods. Due to business needs, Plaintiff was required and expected to skip meal  
3 breaks entirely or cut them short. On occasion, Plaintiff worked shifts of more than ten  
4 hours, and on such days she did not receive a second meal period at all. Despite this,  
5 Plaintiff was not compensated any premium pay for the non-compliant meal periods. As  
6 a result of the above-mentioned wage-and-hour violations, Plaintiff did not receive any  
7 wage statements which would accurately record the number of hours actually worked in  
8 a workweek, the number of overtime hours worked in a workweek, or any meal  
9 penalties paid to Plaintiff. To date, Plaintiff has not been paid the unpaid overtime and  
10 meal premium pay. So, Plaintiff continues to be owed wages due and penalties  
11 accrued as a result of the non-payment of Plaintiff's final wages. Moreover, Plaintiff did  
12 not receive any written notice, at the time of hiring, of her applicable hourly rates of pay  
13 and basis thereof, including rates for overtime, or other information required by Labor  
14 Code section 2810.5.

15 18. Plaintiff began to experience stress and anxiety at work due to the high  
16 pressure demands. Additionally, due to staffing needs, Plaintiff was forced to engage in  
17 grossing the specimens without proper training and in unhealthy working conditions.  
18 Plaintiff complained to Defendant Ruiz and opposed the unlawful conduct.

19 19. In approximately November 2019, Plaintiff sought medical care at an  
20 urgent care facility due to various work related issues, mainly stemming from the  
21 abusive nature of interactions by Defendant Ruiz.

22 20. Following Plaintiff's visit to urgent care, Defendant Ruiz began to further  
23 subject Plaintiff to harassing, discriminatory, and retaliatory conduct, in an effort to  
24 terminate Plaintiff for pre-textual reasons. Defendant Ruiz added renewed pressure at  
25 work by holding Plaintiff accountable for more duties and by criticizing her for pre-textual  
26 reasons. In March 2020, Defendant Ruiz issued a written warning to Plaintiff identifying  
27 many fabricated reasons for alleged performance failures and demanded "immediate  
28 and sustained performance improvement."

1           21.     Following the written warning, Plaintiff commenced treatment with a  
2 company provided psychotherapist in April 2020. During this time period, Plaintiff  
3 improved her performance and sustained the improvement. Despite Plaintiff's  
4 improvement, Plaintiff was terminated on July 15, 2020, for the same fabricated reasons  
5 as identified in the written warning in March 2020.

6           22.     At various times throughout Plaintiff's employment, Defendant Ruiz also  
7 subjected Plaintiff to various racially harassing and discriminatory remarks. For  
8 example, Defendant Ruiz made derogatory remarks regarding Plaintiff's national origin  
9 and ancestry, including that Plaintiff was overpaid and not entitled to work related  
10 benefits because Plaintiff's Middle Eastern ancestry/origin meant that Plaintiff must be  
11 "rich."

12           23.     Defendant Ruiz knew that Plaintiff had a history of stress and anxiety that  
13 limited her ability to work, but that Plaintiff could perform the essential job duties of her  
14 position without reasonable accommodation. Plaintiff engaged in protected activity by  
15 seeking medical assistance due to stress incurred at work, and by opposing the  
16 improper wage-and-hour practices. Defendants were aware of, or perceived Plaintiff to  
17 have such characteristics, placing Plaintiff in the referenced protected classes.

18           24.     Despite harassing, discriminatory, and retaliatory treatment, Defendants  
19 failed to investigate and forced Plaintiff to continue working under the same conditions,  
20 including under the supervision of Defendant Ruiz. By failing to meaningfully address or  
21 remedy the unlawful treatment by Defendant Ruiz, Defendant Q Squared, through their  
22 corporate management ratified Defendant Ruiz's unlawful conduct, and failed in their  
23 duty to remedy harassment, discrimination and retaliation in the workplace.

24           25.     Plaintiff's history of stress and anxiety, complaints about the improper  
25 overtime and meal breaks and Plaintiff's engagement in protected activity as described  
26 in this complaint, resulted in pre-textual discipline and the loss of the job she held prior  
27 to complaining. The actual reason for terminating Plaintiff was because of her race and  
28 national origin, and in retaliation of her complaints about her general working conditions,

1 about health and safety, and engagement in protected behavior.

2 26. As a result of this harassment, discrimination, retaliation, and termination  
3 of employment, Plaintiff has experienced emotional distress and physical symptoms  
4 include but are not limited to: anxiety, loss of sleep, depression, hopelessness,  
5 embarrassment, humiliation, loss of self-esteem, among other things.

6 27. Following Plaintiff's termination, Plaintiff reported to human resources  
7 events that Plaintiff had witnessed regarding Defendant Ruiz's discriminatory and  
8 unlawful conduct. Despite this, Plaintiff is informed and believes that no corrective  
9 action was taken against Defendant Ruiz.

10 28. All of the foregoing and following actions taken toward Plaintiff that are  
11 alleged in this complaint were carried out by Defendant Q Squared's officers, directors,  
12 and/or their managerial agents, and acting in a deliberate, cold, callous, malicious,  
13 oppressive, and intentional manner in order to injure and damaged the Plaintiff. Those  
14 acts which were carried out by non-managerial agents were subsequently ratified by  
15 Defendant Q Squared officers, directors, and/or managerial agents partially by the  
16 managerial agents' failure to take prompt and remedial measures, their condoning of  
17 the contract, and lack of harassment prevention policies actually being followed.

18 **First Cause of Action**

19 **Racial Harassment**

20 **(Govt. Code §§ 12940 (a), (j), et seq. [FEHA], §12923, et seq. and California**

21 **Constitution)**

22 **(Against All Defendants)**

23 29. Plaintiff incorporates by reference and re-alleges every allegation  
24 contained above as though fully set forth herein.

25 30. This cause of action is based upon:

- 26 • Government Code Section 12940 (FEHA), which was in full force and effect and  
27 was binding on Defendants. This statute requires Defendants to refrain from  
28 harassing any employee on the basis of race, color and/or ancestry, among other

1 things. Within the time provided by law, Plaintiff filed a complaint with the DFEH,  
2 in full compliance with administrative requirements, and received a right-to-sue  
3 letter;

- 4 • California Government Code section 12940 (a) *et seq.*, which prohibits  
5 employers from discriminating against and/or harassing an employee on the  
6 basis of their race, color and/or ancestry;
- 7 • California Government Code Section 12940 (j) (1), which prohibits supervisory  
8 employees from harassing their subordinates on the basis of the subordinate's  
9 race; California Government Code Section 12940(k), which makes it unlawful for  
10 an employer to fail to take all reasonable steps necessary to prevent harassment  
11 from occurring, including by failing to remediate by subjecting Plaintiff to further  
12 harassment;
- 13 • California Constitution, Article I, Section 8, which prohibits racial harassment  
14 and discrimination of employees, and adverse treatment because of an  
15 employee's race, creed, color, or national, or ethnic origin, and prohibits their  
16 termination because of these characteristics; and
- 17 • This cause of action against Defendant Ruiz is based on FEHA liability under  
18 California Government Code Section 12940 (j) (1), due to her harassing conduct  
19 more fully described above.

20 31. Plaintiff was subjected to harassing, discriminatory, retaliatory and  
21 adverse conduct by Defendant Ruiz on the basis of her race, color and/or ancestry;  
22 making meritless and pre-textual criticisms of Plaintiff's work; subjecting Plaintiff to  
23 adverse disciplinary action; and retaliating against Plaintiff.

24 32. Defendants willfully and intentionally engaged in conduct harassing  
25 Plaintiff, including by creating a hostile work environment. Defendants' harassing  
26 conduct unreasonably interfered with the Plaintiff's work performance and created an  
27 intimidating, hostile, or offensive working environment. Plaintiff's race, color and/or  
28 ancestry was at least a substantial motivating factor in Defendants' decision to take

1 such harassing adverse actions against Plaintiff, including, without limitation, the  
2 adverse treatment and conduct as alleged herein.

3 33. Despite the fact that Defendants knew or should have known regarding  
4 this conduct, Defendants failed to take appropriate corrective action to prevent  
5 harassment from continuing or otherwise correcting such unlawful conduct. At no time  
6 did Defendants take any corrective action with respect to this serious conduct.  
7 Defendants' actions were so intimidating, hostile, or offensive that this altered the terms  
8 and conditions of Plaintiff's employment.

9 34. As a proximate result of Defendants' willful, knowing, and intentional  
10 violation of the FEHA, Plaintiff has sustained and continues to sustain economic losses,  
11 humiliation, emotional distress, and mental and physical pain and anguish in an amount  
12 subject to proof.

13 35. The persons who committed the unlawful acts described herein were  
14 officers, directors, or managing agents of Defendant Q Squared acting within the scope  
15 of their employment. Moreover, Defendants and their agents aided, abetted, incited,  
16 compelled, and/or coerced the commission of such unlawful acts. The unlawful acts  
17 described herein were committed with oppression, fraud and/or malice and were  
18 authorized, ratified or both by such officers, directors, or managing agents. As a result  
19 of Defendants' willful, knowing, and intentional discrimination against Plaintiff, Plaintiff  
20 seeks an award of punitive damages in an amount according to proof.

21 36. Because of Defendants' violation of the FEHA, Plaintiff has incurred and  
22 continues to incur legal expenses and attorneys' fees, all to Plaintiff's damage in a sum  
23 according to proof. Pursuant to Government Code section 12965(b), Plaintiff is entitled  
24 to recover reasonable attorneys' fees and costs (including expert costs) in an amount  
25 according to proof.

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1 **Second Cause of Action**

2 **Racial Discrimination**

3 **(Govt. Code § 12940 (a), et seq. [FEHA])**

4 **(Against Defendants Q Squared and Does 1 through 100)**

5 37. Plaintiff incorporates by reference and re-alleges every allegation  
6 contained above as though fully set forth herein.

7 38. Government Code Section 12940, et seq., (FEHA) required Defendant Q  
8 Squared to refrain from discriminating against any employee, including Plaintiff, on the  
9 basis of race, color and/or ancestry, among other things. Further, the FEHA required  
10 Defendant Q Squared to take all reasonable steps necessary to prevent such  
11 discrimination from occurring.

12 39. As alleged above, Defendant Q Squared violated the FEHA by knowingly  
13 and intentionally discriminating and retaliating against Plaintiff on the bases of her race,  
14 color and/or ancestry, and by failing to take all reasonable steps necessary to prevent  
15 such discrimination against Plaintiff from occurring.

16 40. Plaintiff's race, color, national origin, and/or ancestry was at least a  
17 substantial motivating factor in Defendant's adverse actions taken against  
18 Plaintiff. Such discrimination is in violation of FEHA and has resulted in damage and  
19 injury to Plaintiff as alleged herein.

20 41. As a proximate result of Defendants' willful, knowing, and intentional  
21 violation of the FEHA, Plaintiff has sustained and continues to sustain economic losses,  
22 humiliation, emotional distress, and mental and physical pain and anguish in an amount  
23 subject to proof.

24 42. The persons who committed the unlawful acts described herein were  
25 officers, directors, or managing agents of Defendant Q Squared acting within the scope  
26 of their employment. Moreover, Defendants and their agents aided, abetted, incited,  
27 compelled, and/or coerced the commission of such unlawful acts. The unlawful acts  
28 described herein were committed with oppression, fraud and/or malice and were

1 authorized, ratified or both by such officers, directors, or managing agents. As a result  
2 of Defendants' willful, knowing, and intentional discrimination against Plaintiff, Plaintiff  
3 seeks an award of punitive damages in an amount according to proof.

4 43. As a result of Defendants' violation of the FEHA, Plaintiff has incurred and  
5 continues to incur legal expenses and attorneys' fees, all to Plaintiff's damage in a sum  
6 according to proof. Pursuant to Government Code section 12965(b), Plaintiff is entitled  
7 to recover reasonable attorneys' fees and costs (including expert costs) in an amount  
8 according to proof.

9 **Third Cause of Action**

10 **Whistleblower Retaliation For Making Health And Safety Complaints**

11 **(Lab. Code § 6310)**

12 **(Against Defendants Q Squared and Does 1 through 100)**

13 44. Plaintiff incorporates by reference and re-alleges every allegation  
14 contained above as though fully set forth herein.

15 45. At all relevant times, Labor Code section 6310 was fully binding on  
16 Defendants. Labor Code section 6310, subdivision (a)(1) prohibits an employer from  
17 discriminating against an employee who makes "any oral or written complaint" to their  
18 employer regarding employee health or safety. (Lab. Code, § 6310, subd. (a)(1).)  
19 Subdivision (b) provides that "[a]ny employee who is discharged, threatened with  
20 discharge, demoted, suspended, or in any other manner discriminated against in the  
21 terms and conditions of employment by his or her employer because the employee has  
22 made a bona fide oral or written complaint to . . . his or her employer . . . of unsafe  
23 working conditions, or work practices . . . shall be entitled to reinstatement and  
24 reimbursement for lost wages and work benefits caused by the acts of the employer."  
25 *Sheridan v. Touchstone Television Productions, LLC* (2015) 241 Cal.App.4th 508, 512.)

26 46. Plaintiff made an oral complaint to Defendant Ruiz that Plaintiff was  
27 required to engage in grossing the specimens without proper training and in unhealthy  
28 working conditions. As such, Plaintiff exercised her rights to workplace health and

1 safety under this statute.

2 47. Plaintiff's exercise of her rights under Labor Code § 6310 was at least a  
3 substantial motivating reason for Defendants' decision to terminate Plaintiff.

4 48. As a proximate result of Defendants' willful, knowing, and intentional  
5 violation of Labor Code § 6310, Plaintiff has sustained and continues to sustain  
6 economic losses, humiliation, emotional distress, and mental and physical pain and  
7 anguish in an amount subject to proof.

8 49. The persons who committed the unlawful acts described herein were  
9 officers, directors, or managing agents of Defendants acting within the scope of their  
10 employment. Moreover, Defendants and their agents aided, abetted, incited,  
11 compelled, and/or coerced the commission of such unlawful acts. The unlawful acts  
12 described herein were committed with oppression, fraud and/or malice and were  
13 authorized, ratified or both by such officers, directors, or managing agents. As a result  
14 of Defendants' willful, knowing, and intentional discrimination against Plaintiff, Plaintiff  
15 seeks an award of punitive damages in an amount according to proof.

16 50. Due to Defendants' violation of the FEHA, Plaintiff has incurred and  
17 continues to incur legal expenses and attorneys' fees, all to Plaintiff's damage in a sum  
18 according to proof. Pursuant to Government Code section 12965(b), Plaintiff is entitled  
19 to recover reasonable attorneys' fees and costs (including expert costs) in an amount  
20 according to proof.

21 **Fourth Cause of Action**

22 **Retaliation For Engaging In Protected Activity**

23 **(Lab. Code § 1102.5)**

24 **(Against All Defendants)**

25 51. Plaintiff incorporates by reference and re-alleges every allegation  
26 contained above as though fully set forth herein.

27 52. At all times material to the complaint, the California Labor Code was in full  
28 force and effect and was binding on Defendant.

1           53.    An employer, or any person acting on behalf of the employer, shall not  
2   retaliate against an employee for refusing to participate in an activity that would result in  
3   a violation of state or federal statute, or a violation of or noncompliance with a local,  
4   state, or federal rule or regulation, or under circumstances where an employee has  
5   reasonable cause to believe such violation or noncompliance has resulted. (Lab. Code  
6   § 1102.5(c).) An employer, or any person acting on behalf of the employer, shall not  
7   retaliate against an employee for disclosing information, or because the employer  
8   believes that the employee disclosed or may disclose information to a person with  
9   authority over the employee or another employee who has the authority to investigate,  
10   discover, or correct the violation or noncompliance.” (Lab. Code § 1102.5(b).)

11           54.    A cause of action for retaliation lies where the Plaintiff shows they  
12   engaged in a protected activity, the employer subjected that person to an adverse  
13   employment action, and there is a causal nexus between the two.

14           55.    Plaintiff exercised rights afforded to her under Labor Code section 1102.5,  
15   and was engaged in such protected activity, including, without limitation, by reporting  
16   activity that was in violation of law, rule, or regulation, and/or that Plaintiff had  
17   reasonable cause to believe was in violation of law, rule, or regulation; disclosing  
18   information to a person who had the authority to investigate, discover, or correct such  
19   violations and/or noncompliance; and/or opposing and refusing to participate in activity  
20   and a course of conduct that would result, or upon reasonable belief could result, in  
21   violation or noncompliance with law, rule, or regulation.

22           56.    Plaintiff’s exercise of rights afforded to Plaintiff and the engagement in  
23   such protected activity was at least a substantial motivating factor in Defendant’s  
24   discrimination, retaliation, harassment, and other adverse employment actions against  
25   Plaintiff, as alleged above.

26           57.    As a proximate result of Defendant’s willful, knowing, and intentional  
27   violations, Plaintiff has sustained and continues to sustain economic losses, including,  
28   without limitation, lost wages and loss of other employment benefits as alleged herein,

1 humiliation, emotional distress, and mental and physical pain and anguish in an amount  
2 subject to proof.

3 58. The persons who committed the unlawful acts described herein were  
4 officers, directors, or managing agents of Defendant's acting within the scope of their  
5 employment. Moreover, Defendant's and their agents aided, abetted, incited,  
6 compelled, and/or coerced the commission of such unlawful acts. The unlawful acts  
7 described herein were committed with oppression, fraud and/or malice and were  
8 authorized, ratified or both by such officers, directors, or managing agents. As a result  
9 of Defendant's willful, knowing, and intentional discrimination against Plaintiff, Plaintiff  
10 seeks an award of punitive damages in an amount according to proof.

11 59. As a result of Defendant's violations as alleged herein, Plaintiff has  
12 incurred and continues to incur legal expenses and attorneys' fees, all to Plaintiff's  
13 damage in a sum according to proof.

14 **Fifth Cause of Action**

15 **Failure To Prevent Harassment, Discrimination, Or Retaliation**

16 **(Govt. Code §12940 (k) [FEHA])**

17 **(Against Defendants Q Squared and Does 1 through 100)**

18 60. Plaintiff incorporates by reference and re-alleges every allegation  
19 contained above as though fully set forth herein.

20 61. At all times herein mentioned, Government Code § 12940(k) was in full  
21 force and effect and is binding on Defendant. This section makes it an unlawful  
22 employment practice for an employer to fail to take all reasonable steps necessary to  
23 prevent discrimination and retaliation from occurring.

24 62. Notwithstanding actual and/or constructive notice of their obligation to  
25 prevent and remedy discrimination, harassment, and retaliation that Plaintiff has been  
26 subjected to as alleged herein, Defendants failed to take adequate steps to do so. For  
27 example, Defendants failed to properly develop and implement appropriate policies and  
28 procedures relating to compliance with anti-discrimination, anti-harassment, and anti-

1 retaliation laws, failed to adequately train employees, managers, and other agents  
2 responsible for carrying out such necessary policies and procedures and making related  
3 decisions in connection therewith, failed to investigate facts and matters indicating such  
4 unlawful conduct was occurring in violation of such laws, failed to implement proper  
5 corrective action, interim corrective action, or otherwise prevent continuing unlawful  
6 behavior, failed to properly discipline individuals who had unlawfully discriminated,  
7 harassed, and/or retaliated against employees or engaged in other unlawful behavior, or  
8 otherwise properly address and remedy such violations as alleged herein.

9 63. As a proximate result of Defendant's willful, knowing, and intentional  
10 discrimination and retaliation against Plaintiff, and Defendant's other failures as alleged  
11 herein, Plaintiff has sustained and continues to sustain economic losses, humiliation,  
12 emotional distress, and mental and physical pain and anguish in an amount subject to  
13 proof.

14 64. The persons who committed the unlawful acts described herein were  
15 officers, directors, or managing agents of Defendant acting within the scope of their  
16 employment. Moreover, Defendant and its agents aided, abetted, incited, compelled,  
17 and/or coerced the commission of such unlawful acts. The unlawful acts described  
18 herein were committed with oppression, fraud and/or malice and were authorized,  
19 ratified or both by such officers, directors, or managing agents. As a result of  
20 Defendant's willful, knowing, and intentional unlawful acts against Plaintiff, Plaintiff  
21 seeks an award of punitive damages in an amount according to proof.

22 65. Due to Defendant's violation of the FEHA, Plaintiff has incurred and  
23 continues to incur legal expenses and attorneys' fees, all to Plaintiff's damage in a sum  
24 according to proof. Pursuant to Government Code section 12965(b), Plaintiff is entitled  
25 to recover reasonable attorneys' fees and costs (including expert costs) in an amount  
26 according to proof.

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**Sixth Cause of Action**

**Wrongful Termination In Violation Of Public Policy**

**(Against Defendants Q Squared and Does 1 through 100)**

66. Plaintiff incorporates by reference and re-alleges every allegation contained above as though fully set forth herein.

67. At all times mentioned in this complaint, the California Labor Code and the California Government Code § 12940, *et seq.*, were in full force and effect and was binding on Defendant. Pursuant to the Labor Code, an employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, or under circumstances where an employee has reasonable cause to believe such violation or noncompliance would result. (Lab. Code § 1102.5(c).) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information... to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance. (Lab. Code § 1102.5(b).

68. Through various statutes, the Labor Code and the applicable IWC Wage Order also set forth minimum standards and requirements for employers with respect to the payment of wages and the terms and conditions of employment for employees, as alleged herein.

69. As alleged herein, Defendant and its related parties and managing agents harassed, discriminated against, and retaliated against Plaintiff for reporting, and refusing to participate in such objectionable activity, and otherwise engaging in protected activity, and engaged in adverse actions including failing to promote Plaintiff, subjecting Plaintiff to pre-textual disciplinary actions, and wrongfully terminating Plaintiff.

1           70. In terminating Plaintiff for these reasons and under the circumstances  
2 alleged, Defendants violated fundamental public policies of this state, as reflected and  
3 embodied in the above-referenced laws and regulations.

4           71. As a proximate result of Defendant's willful, knowing, and intentional  
5 wrongful termination of Plaintiff, Plaintiff has sustained and continues to sustain  
6 economic losses, including, for example, substantial losses in earnings and losses in  
7 other employment benefits, as well as suffer humiliation, emotional distress, and mental  
8 and physical pain and anguish, all to her damage in a sum according to proof.

9           72. The persons who committed the unlawful acts described herein were  
10 officers, directors, or managing agents of Defendant acting within the scope of their  
11 employment. Moreover, Defendant and its agents aided, abetted, incited, compelled, or  
12 coerced the commission of such unlawful acts. The unlawful acts described herein  
13 were committed with oppression, fraud and/or malice and were authorized, ratified or  
14 both by Defendant's officers, directors, or managing agents. As a result of Defendant's  
15 willful, knowing, and intentional unlawful acts against Plaintiff, Plaintiff seeks an award  
16 of punitive and exemplary damages in an amount according to proof.

17                           **Seventh Cause of Action**

18                           **Failure To Pay Overtime**

19                           **(Lab. Code §§ 510, 515, 558, 1194 et seq., 1197.1, 1198)**

20                           **(Against Defendants Q Squared and Does 1 through 100)**

21           73. Plaintiff incorporates by reference and re-alleges every allegation  
22 contained above as though fully set forth herein.

23           74. Under Labor Code § 515 (a), the Industrial Welfare Commission (IWC)  
24 may establish exemptions from the overtime laws provided that the employee (1) is  
25 primarily engaged in the duties that meet the test of the exemption; (2) customarily and  
26 regularly exercises discretion and independent judgment in promoting those duties; and  
27 (3) earns a monthly salary equivalent no less than two times the state minimum wage  
28 for full time employment. If employers deduct pay of an employee for an absence of

1 less than a day, then the involved employees do not meet the salary basis test, and are  
2 nonexempt for purposes of overtime pay. *Conley v. Pacific Gas & Electric Co.* (2005)  
3 131 Cal.App.4th 260, 267. At all times relevant, the IWC Wage Order applicable to  
4 Plaintiff's employment provided that employees working for more than eight (8) hours in  
5 a day or forty (40) hours in a workweek are entitled to overtime compensation at the  
6 rate of one and one-half times the regular rate of pay for all hours worked in excess of  
7 eight (8) hours in a day or forty (40) hours in a workweek.

8 75. Labor Code § 510 codifies the right to overtime compensation at the rate  
9 of one and one-half times the regular rate of pay for all hours worked in excess of eight  
10 (8) hours in a day or forty (40) hours in a work week and to overtime compensation at  
11 twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or  
12 in excess of eight (8) hours in a day on the seventh day of work in a particular work  
13 week.

14 76. On some occasions that Plaintiff worked in excess of eight (8) hours in a  
15 day and/or forty (40) hours in a week, Defendants did not properly pay Plaintiff overtime  
16 compensation as required by law, including at the initially promised rate.

17 77. At all times relevant, Plaintiff regularly performed non-exempt work,  
18 including in excess of 50% of the time in which Plaintiff was working for Defendant S  
19 Squared, and thus, was subject to the minimum wage and overtime requirements of the  
20 applicable IWC Wage Order and the Labor Code.

21 78. Defendant's failure to pay Plaintiff such premium overtime compensation  
22 violates the provisions of Labor Code § 510 and § 1198, and the applicable IWC Wage  
23 Order and is therefore unlawful.

24 79. Defendant owes Plaintiff overtime wages, has failed and refused, and  
25 continues to fail and refuse, to pay the overtime wages owed.

26 80. Pursuant to Labor Code § 1194, Plaintiff is entitled to recover unpaid  
27 overtime compensation, as well as interest, costs, and attorneys' fees.

28 ///

**Eighth Cause of Action**

**Failure to Pay Wages When Due and Waiting Time Penalties**

**(Lab. Code §§ 200-204, 558)**

**(Against Defendants Q Squared and Does 1 through 100)**

81. Plaintiff incorporates by reference and re-alleges every allegation contained above as though fully set forth herein.

82. Sections 201 and 227.3 of the California Labor Code require Defendant to pay employees who are discharged all wages immediately at the time of termination. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a sanction and amount owed, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The sanction and amount owed cannot exceed 30 days of wages.

83. Plaintiff is entitled to compensation for all forms of wages earned, including, but not limited to, regular and overtime wages that were improperly and/or insufficiently paid and compensation for non-provided meal periods, but to date has not received such compensation, therefore entitling Plaintiff to Labor Code section 203 amounts and penalties.

84. More than 30 days have passed since Plaintiff was terminated, and Plaintiff has not received payment pursuant to Labor Code section 203.

85. As a consequence of Defendant's willful conduct in not paying all earned wages, Plaintiff is entitled to 30 days' wages under Labor Code section 203 for failure to pay legal wages. Plaintiff is also entitled to an additional 30 days' wages under Labor Code section 203 for willful failure to pay one hour wages for rest and meal period violations and failure to pay all wages owed, together with interest thereon and attorneys' fees and costs.

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**Ninth Cause of Action**

**Failure To Provide Meal Periods**

**(Lab. Code §§ 226.7, 512)**

**(Against Defendants Q Squared and Does 1 through 100)**

86. Plaintiff incorporates by reference and re-alleges every allegation contained above as though fully set forth herein.

87. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Likewise, no employer shall employ an employee for a work period of more than ten (10) hours without providing a second meal period of not less than thirty (30) minutes unless that employee works less than twelve (12) hours and agrees to waive said second meal period.

88. Pursuant to section 11 of the IWC Wage Order applicable to Plaintiff's employment by Defendant, in order for an "on duty" meal period to be permissible, the nature of the work of the employee must prevent an employee from being relieved of all duties relating to his or her work for the employer, and the employee must consent in writing to the "on duty" meal period. Plaintiff did not validly consent in writing to an "on duty" meal period. Further, the nature of the work of Plaintiff was not such that Plaintiff was prevented from being relieved of all duties by Defendant to properly warrant an on duty meal period. Despite said requirements of the IWC wage orders applicable to Plaintiff's employment by Defendant and Labor Code § 512 and § 226.7, Plaintiff was not provided with many timely, uninterrupted meal periods.

89. As a proximate result of the aforementioned violations, Plaintiff has been harmed in an amount according to proof at time of trial. In addition, Defendant's requirement that Plaintiff work a schedule which did not validly and lawfully provide Plaintiff with all authorized rest periods during Plaintiff's shifts was willful and deliberate.

1           90. Pursuant to Labor Code § 226.7, Plaintiff is entitled to recover one (1)  
2 hour of premium pay for each day in which a lawful meal or rest period was not  
3 provided.

4                                   **Tenth Cause of Action**

5                                   **Failure To Provide Accurate Itemized Statements**

6                                   **(Lab. Code §226, 226.3, and 1174)**

7                                   **(Against Defendants Q Squared and Does 1 through 100)**

8           91. Plaintiff incorporates by reference and re-alleges every allegation  
9 contained above as though fully set forth herein.

10          92. Section 226(a) of the California Labor Code requires Defendants to  
11 accurately report on wage statements various information as specified in the statute,  
12 including, without limitation, total hours worked by Plaintiff that Defendants have  
13 knowingly and intentionally failed to comply with Labor Code section 226(a) on wage  
14 statements which should have been properly provided to Plaintiff, and such violations  
15 flow from Defendant's improper policies and practices, their implementation and  
16 enforcement, and the violations alleged in the preceding causes of action and herein.

17          93. Section 1174 of the California Labor Code also requires Defendant to  
18 maintain and preserve, in a centralized location, among other items, records showing  
19 the names and addresses of employees employed and payroll records showing the  
20 hours worked daily by employees, and the wages paid to employees. Defendant has  
21 knowingly and intentionally failed to comply with Labor Code section 1174, including by  
22 implementing the policies and procedures and committing the violations alleged in the  
23 causes of action herein. Defendant's failure to comply with Labor Code section 1174 is  
24 unlawful pursuant to Labor Code section 1175.

25          94. Under section 226 of the Labor Code and applicable IWC wage orders,  
26 the wage statements Defendant provides to its employees must accurately report total  
27 hours worked by employees such as Plaintiff, and all applicable hourly rates in effect  
28 during the hours worked, along with the total hours worked during the pay period at

1 each applicable hourly rate. The wage statements Defendant provided to Plaintiff failed  
2 to comply with these requirements.

3 95. Defendants have failed to record many of the items delineated in  
4 applicable Industrial Wage Orders and Labor Code section 226, and required under  
5 Labor Code Section 1174, including, without limitation, as a result of each wage  
6 statement that failed to compensate Plaintiff for all hours worked (and at appropriate  
7 rates) and for missed meal periods, or which calculated overtime or premium wages  
8 based upon an improper rate of pay or an inaccurate number of hours worked, or failed  
9 to state the applicable hourly rate in effect, and this has resulted in inaccurate wage  
10 statements. Defendants failed to implement and preserve a proper and lawful record  
11 keeping method to record all non-provided meal periods owed to Plaintiff or all hours  
12 worked, as required for non-exempt employees under California Labor Code section  
13 226 and applicable California Wage Orders.

14 96. Given such violations as discussed above and the resulting inaccuracies  
15 in the wage statements provided by Defendant, Defendant's Labor Code 226 violations  
16 further injured Plaintiff by rendering Plaintiff unaware of the full compensation to which  
17 Plaintiff was entitled under applicable provisions of the California Labor Code and  
18 applicable IWC Wage Orders.

19 97. Pursuant to Labor Code § 226, and in light of Defendant's violations  
20 addressed above, Plaintiff is entitled to recover up to a maximum of \$4,000.00, along  
21 with an award of costs and reasonable attorneys' fees.

22 **Eleventh Cause of Action**

23 **Private Attorney General Act**

24 **(Lab. Code § 2698 *et seq.* [PAGA])**

25 **(Against Defendants Q Squared and Does 1 through 100)**

26 98. Plaintiff incorporates by reference and re-alleges every allegation  
27 contained above as though fully set forth herein.  
28

1           99.     PAGA authorizes an aggrieved employee, on behalf of herself or other  
2 current or former employees, to bring a civil action to recover civil penalties against her  
3 employer pursuant to the procedures specified in Labor Code section 2699.3. Plaintiff  
4 is an aggrieved employee within the meaning of the PAGA, and pursuant to the PAGA,  
5 Plaintiff is entitled to recover civil penalties on behalf of herself and other similarly  
6 aggrieved persons who are, or were employed, by Defendant Q Squared and against  
7 whom one or more of the alleged violations were committed. If the employee prevails  
8 as private attorney general, the employer may be subject to civil penalties, of which the  
9 aggrieved employee is entitled to 25 percent. (Lab. Code, § 2699, subd. (h).)

10           100. Plaintiff has complied with the procedures for bringing suit under PAGA.  
11 Specifically, by letter dated and postmarked October 13, 2020, Plaintiff gave written  
12 notice by certified mail to the California Labor & Workforce Development Agency  
13 ("LWDA") and to Defendant of the specific provisions of the California Labor Code  
14 alleged to have been violated, including the facts and theories to support the alleged  
15 violations. Pursuant to California Labor Code section 2699.3, the LWDA must give  
16 written notice by certified mail to the parties that it intends to investigate the alleged  
17 violations of the California Labor Code within 65 days of the date of the complainant's  
18 written notice. More than 65 days have passed since the notice and the LWDA did not  
19 provide the parties notice that it intended to investigate her claims.

20           101. During the one-year period preceding the filing of Plaintiff's notice to the  
21 LWDA, Defendant violated California Labor Code Sections 226.7, 512, 510, 226, 226.3,  
22 2810.5, 201, 202, 203, and IWC Wage Order provisions sections 3 and 11.

23           102. Pursuant to California Labor Code §§ 2699(a) and (f), and 2699.5,  
24 and 2699(g)(1), Plaintiff is entitled to an award of reasonable attorney's fees and costs  
25 in connection with her claims for civil penalties.

26           103. As such, Plaintiff seeks all relief entitled under PAGA for any penalties  
27 assessed against Defendant in connection with its Labor Code violations, plus  
28 attorneys' fees and costs.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for an award and judgment against Defendants  
3 jointly and severally as follows:

- 4 1. For compensatory damages, according to proof at the time of trial, but for  
5 not less than \$150,000;
- 6 2. For general damages, including, without limitation, for physical harm  
7 and/or mental and emotional distress according to proof on applicable  
8 causes of action, but for no less than \$250,000;
- 9 3. For punitive damages on applicable causes of action;
- 10 4. For applicable penalties, but for no less than \$500,000;
- 11 5. For injunctive relief on applicable causes of action;
- 12 6. For an award of interest, including prejudgment interest, at the legal rate;
- 13 7. For an award of attorneys' fees on the applicable causes of action;
- 14 8. For costs of suit incurred; and
- 15 9. For such other and further relief as the Court deems appropriate.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiffs hereby demand a jury trial in this matter on all matters triable to a jury.

18  
19 Respectfully submitted,  
20 SOLMER LAW CORPORATION

21  
22 Dated: January 13, 2021

23 By: Lilit Solmer  
24 Lilit Solmer  
25 Thomas Solmer  
26 Attorneys for Plaintiff Flora Firoozeh  
27  
28

**EXHIBIT "A"**



## DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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

January 13, 2021

RE: **Notice of Filing of Discrimination Complaint**  
DFEH Matter Number: 202101-12324313  
Right to Sue: Firoozeh / Q Squared Solutions, LLC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be made within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email [DRDOnlineRequests@dfeh.ca.gov](mailto:DRDOnlineRequests@dfeh.ca.gov) and include the DFEH matter number indicated on the Right to Sue notice.

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

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



## DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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

January 13, 2021

Flora Firoozeh  
7755 Center Ave., Ste. 1100  
Huntington Beach, California 92647

RE: **Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 202101-12324313  
Right to Sue: Firoozeh / Q Squared Solutions, LLC et al.

Dear Flora Firoozeh:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective January 13, 2021 because an immediate Right to Sue notice was requested.

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

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be submitted to the DFEH within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email [DRDOnlineRequests@dfeh.ca.gov](mailto:DRDOnlineRequests@dfeh.ca.gov) and include the DFEH matter number indicated on the Right to Sue notice.

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

Sincerely,



## DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

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

Department of Fair Employment and Housing

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

**In the Matter of the Complaint of**

Flora Firoozeh

DFEH No. 202101-12324313

Complainant,

vs.

Q Squared Solutions, LLC  
26081 Avenue Hall  
Valencia, California 91355

Dawn Ruiz  
27027 Tourney Road  
Valencia, California 91355

Respondents

1. Respondent **Q Squared Solutions, LLC** is an employer **Q Squared Solutions, LLC** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Dawn Ruiz** as individual Co-Respondent(s).

3. Complainant **Flora Firoozeh**, resides in the City of **Huntington Beach**, State of **California**.

4. Complainant alleges that on or about **September 11, 2020**, respondent took the following adverse actions:

**Complainant was harassed** because of complainant's race, ancestry, national origin (includes language restrictions), color.

**Complainant was discriminated against** because of complainant's race, ancestry, national origin (includes language restrictions), color and as a result of the discrimination was terminated, reprimanded, denied any employment benefit or privilege, other, denied work opportunities or assignments.

**Complainant experienced retaliation** because complainant reported or resisted any form of discrimination or harassment and as a result was terminated, reprimanded, denied any

1 employment benefit or privilege, denied reasonable accommodation for a disability, other,  
2 denied work opportunities or assignments, denied or forced to transfer.

3 **Additional Complaint Details:** At all times throughout Complainant's employment and  
4 continuing after her termination with Respondents and their affiliated entities and agents,  
5 including without limitation, Dawn Ruiz, Complainant experienced discrimination,  
6 harassment, and retaliation based on her following actual or perceived protected  
7 characteristics: color, ancestry, race, national origin, and engagement in protected activity  
8 by resisting or opposing discrimination. As a result of this unlawful conduct by Respondents  
9 Q Squared Solutions, LLC, and Dawn Ruiz, Complainant was denied employment benefits  
10 or privileges, denied work opportunities or assignments, denied a work environment free of  
11 discrimination and/or retaliation, denied employment, denied promotion, reprimanded,  
12 terminated, and suffered other adverse actions.  
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1 VERIFICATION

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

5 On January 13, 2021, I declare under penalty of perjury under the laws of the State of  
6 California that the foregoing is true and correct.

7 **Huntington Beach, CA**  
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**EXHIBIT "B"**

# SOLMER LAW CORPORATION

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Lilit Solmer  
LS@SOLMERLAW.COM

Thomas Solmer *of counsel*  
TS@SOLMERLAW.COM

7755 Center Avenue  
Suite 1100  
Huntington Beach, CA 92647

P: 714.794.8558  
F: 818.927.2179

October 13, 2020

## **Via Online Filing**

Attn: PAGA Administrator  
Labor & Workforce Development Agency  
Department of Industrial Relations  
Accounting Unit  
455 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102

## **Via Certified Mail**

Q Squared Solutions, LLC  
c/o CSC – Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

## **PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE** **PURSUANT TO LABOR CODE § 2699**

This firm has been retained to represent Ms. Flora Firoozeh in connection with various Labor Code and other violations arising from her employment with Q Squared Solutions, LLC (“Q Squared”), its affiliate entities, and all other owners, directors, officers, and/or managing agents and all other persons acting on behalf of an employer, who violated or caused to be violated various provisions of the California Labor Code and Industrial Welfare Commission Order No. 4-2001 (the “Wage Order”) regulating wages, hours and working conditions in the professional, technical, clerical, mechanical and similar occupations.

Firoozeh brings this Notice on behalf of herself and all other aggrieved current and former employees of Q Squared working at Q Squared’s facilities in Valencia, California (the “Aggrieved Employees”).

Firoozeh has standing in that she worked for Q Squared from October 22, 2018 to July 15, 2020, and she was subject to one or more of the violations described herein, including that she did not receive uninterrupted meal periods of at least 30 minutes on days when she worked at least five hours, and that she did not receive accurate itemized statements showing the number of hours worked in the pay period or the applicable hours for each rate of pay. On occasion, Firoozeh worked shifts of more than ten hours, and on such days she did not receive

a second meal period at all. When she did not receive the second meal period during shifts of ten hours or more, Firoozeh did not receive the required one-hour penalty pay. Firoozeh is informed and believes that other Aggrieved Employees also did not receive uninterrupted meal periods of at least 30 minutes on days when they worked at least five hours, did not receive a second meal period during shifts of more than ten hours, did not receive a meal penalty each time that a meal period was missed or too short, and did not receive accurate itemized statements showing the number of hours worked in each pay period and hours worked at each rate of pay applicable during that pay period.

Firoozeh was nominally classified as an exempt, salaried employee. However, she was not paid on a salary basis. A salary may not be subject to reduction because of variations in the quality or quantity of work performed. But any time that Firoozeh did not work at least eight hours in a workday, her pay was reduced according to the difference between the time worked and eight hours. This was recorded on her wage statements as “Leave Without Pay.” Firoozeh is informed and believes, and thereon alleges, that other Aggrieved Employees who were nominally classified as exempt were subject to similar reductions of pay.

The deductions from Firoozeh’s putative salary were willfully made in contravention of the salary requirements, showing that Q Squared had no intention to pay Firoozeh on a salary basis. In such a case, the exemption from overtime and from other requirements of the Wage Order does not apply. Firoozeh is informed and believes that deductions from the putative salary of other Aggrieved Employees were also willfully made and that Q Squared had no intention to pay those other Aggrieved Employees on a salary basis.

Although not paid on a salary basis, Firoozeh did not receive accurate itemized statements showing the number of hours worked during each pay period. She was paid semimonthly. Rather than showing the actual hours worked during each period, her wage statements showed regular hours of 86.67 for each pay period, representing an average of 40 hours per week (2080 hours per year divided by 24 pay periods). Some of those pay periods had 10 workdays (80 hours) and some had 11 workdays (88 hours), but the wage statements did not show the accurate amount. Further, the wage statements each identified a pay period that did not correspond to the hours for which Firoozeh was being paid; a certain period of time is identified on the wage statement, but the amounts for overtime, meal penalties, and “Leave Without Pay” appear to typically correspond to the previous time period, although sometimes the amounts of overtime, meal penalties, or “Leave Without Pay” appear unrelated to either the current or the previous pay period and thus it cannot be determined which days, hours, or period to which that information relates. The wage statements also appear to mix different pay periods as to the information reported for overtime, meal penalties, and “Leave Without Pay.” None of the wage statements contain accurate information as to the specific period identified on the statement. It also appears that Firoozeh was not compensated properly for overtime when she worked more than 40 hours in a week, and that she was only paid overtime for hours worked in excess of 8 hours in a day, although this is difficult to determine because of the inaccurate and unreliable wage reporting. Firoozeh is informed and

believes that other Aggrieved Employees were provided with similarly inaccurate wage statements and deprived of wages, including overtime wages, for the same reasons.

Alternatively, if Firoozeh is found to have been properly classified as an exempt employee paid on a salary basis, she is owed unpaid wages and waiting time penalties for all improper deductions taken for "Leave Without Pay." Further, that other Aggrieved Employees who may be found to have been properly classified as exempt, but subjected to deductions of pay for any time worked in a day less than eight hours, are owed unpaid wages and waiting time penalties for all such deductions.

Finally, Firoozeh did not receive written notice, at the time of hiring, of her applicable hourly rates of pay and basis thereof, including rates for overtime, or the other information required by Labor Code section 2810.5. Firoozeh's notice stated that she was to be paid on an annual salary basis when in fact her pay was subject to deductions any time she did not work at least eight hours in a workday. Firoozeh is informed and believes that other Aggrieved Employees also did not receive proper written notice at time of hire as required by section 2810.5.

On behalf of herself and all other Aggrieved Employees, Firoozeh alleges the following violations, in accordance with Labor Code sections 2699 and 558:

**Wage Order No. 4-2001, section 11, and Labor Code sections 226.7 and 512.** Q Squared did not provide the Aggrieved Employees with meal periods of at least thirty (30) minutes, relieved of all duties, during work periods of at least five (5) hours, and did not provide the Aggrieved Employees with a second such meal period during work periods of at least ten (10) hours. At times, Q Squared did not pay the one-hour penalty due to such employees when a meal period was not provided.

**Wage Order No. 4-2001, section 3, and Labor Code section 510.** Q Squared did not properly compensate the Aggrieved Employees with overtime pay when such employees worked more than eight hours in a workday or more than 40 hours in a workweek.

**Labor Code sections 226 and 226.3.** Q Squared did not furnish the Aggrieved Employees with accurate itemized statements, at the time of each payment of wages, stating (1) the actual total hours worked by the employee in that pay period and (2) all applicable hourly rates of pay during the pay period and the corresponding number of hours worked at each hourly rate by the employee. It is impossible to determine, from the wage statements provided, the days of work for which the employee is being compensated or the rates or other basis of pay by which the wages were determined.

**Labor Code section 2810.5.** Q Squared did not provide the Aggrieved Employees, at the time of hiring, with accurate written notice of their applicable hourly rates of pay and the basis thereof.

**Labor Code sections 201, 202, and 203.** Q Squared owes unpaid wages to the Aggrieved Employees, including as described herein, which were not paid to the Aggrieved Employees at the time of separation, as applicable. Q Squared further owes waiting time penalties to such employees.

To the extent some of the Aggrieved Employees are found to have been properly classified as exempt and paid on a salary basis, but subjected to deductions from salary for partial days worked, as described herein, the rights of those Aggrieved Employees under the Labor Code and Fair Labor Standards Act were violated as to each pay period during which each such employee may have suffered any such deduction.

Thank you for your consideration of this notice. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

SOLMER LAW CORPORATION



Thomas Solmer  
Attorneys for Flora Firoozeh