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Assigned for All Purposes
Judge Kirk Nakamura
CX-103

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

CHRISSY VOVOS, an individual,

Plaintiff,

v.

TRANSCO ELECTRONICS, INC., a
California corporation; JAE HYUN CHUN
(a/k/a Jay Chun), an individual; AE DUK
CHUN (a/k/a Alice Chun), an individual; and
DOES 1 through 20, inclusive,

Defendants.

CASE NO. 30-2021-01191772-CU-WT-CXC

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF:**

1. Sex and/or Gender Discrimination (Gov. Code §§ 12940, *et seq.*);
2. Sexual Harassment (Gov. Code §§ 12940, *et seq.*);
3. Retaliation for Opposing Discrimination and Harassment (Gov. Code §§ 12940, *et seq.*);
4. Failure to Prevent and/or Remedy Discrimination, Harassment and Retaliation (Gov. Code §§ 12940, *et seq.*);
5. Negligent Supervision and Retention;
6. Wrongful Constructive Termination in Violation of Public Policy;
7. Failure to Pay Wages Earned (Labor Code §§ 201, 204);
8. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1194.2, 1197);
9. Failure to Pay Overtime Wages (Labor Code §§ 510, 1194);
10. Failure to Furnish Accurate Itemized Wage Statements (Labor Code § 226);
11. Failure to Pay All Wages Earned Upon Discharge (Labor Code §§ 201-203);
12. Failure to Reimburse for Job-Related Costs (Labor Code § 2802);

1 13. Unfair Competition (Bus. & Prof. Code
2 §§ 17200, *et seq.*); and

3 14. Representative Action under Private
4 Attorneys General Act (Labor Code §§
5 2698, *et seq.*).

6 **PUNITIVE DAMAGES**
7 **DEMAND FOR JURY TRIAL**
8 **UNLIMITED JURISDICTION**

9 **NATURE OF ACTION**

10 1. Plaintiff Chrissy Vovos (“Vovos” or “Plaintiff”) brings this action against her former
11 employer, Transko Electronics, Inc. (“Transko Electronics”), Jae Hyun Chun (“Jae Chun”), Ae Duk
12 Chun (“Ae Chun”), and DOES 1 through 20, inclusive (collectively, “Defendants”). Plaintiff seeks,
13 among other things, compensatory and punitive damages, penalties, interest, costs, attorneys’ fees,
14 declaratory relief, equitable relief, and other appropriate and just relief for Defendants’ unlawful conduct
15 in violation of the Government Code, the Labor Code, the Unfair Competition Law, for negligent hire,
16 supervision and retention, and for her wrongful constructive termination under California common law.

17 2. In approximately March 2017, Plaintiff began her employment with Transko Electronics
18 as a personal assistant to Sales Manager and Board of Directors member, Jae Chun. Starting shortly after
19 Plaintiff began her employment with Transko Electronics and through Plaintiff’s wrongful constructive
20 termination in August 2020, Transko Electronics subjected Plaintiff to ongoing sexual harassment and
21 discrimination based on her sex and gender. Transko Electronics, through Jae Chun, also retaliated
22 against Plaintiff for opposing his discriminatory and harassing conduct. Transko Electronics continues to
23 authorize and ratify Jae Chun’s unlawful behavior by continuing to employ him as a manager and retain
24 him on the Board of Directors, and by failing to properly address sexual harassment, sex discrimination,
25 and retaliation, despite knowledge of his conduct.

26 3. Throughout Plaintiff’s employment with Transko Electronics, Transko Electronics,
27 through Jae Chun and Ae Chun, also did not pay Plaintiff or her peers for all their hours worked,
28 including at the applicable overtime rate, failed to accurately account for their hours worked in their

1 wage statements, failed to pay wages owed upon discharge, and failed to reimburse employees for costs
2 incurred while conducting their duties.

3 **PARTIES AND THEIR AGENTS**

4 4. Plaintiff worked as personal assistant to Sales Manager Jae Chun at Transko Electronics,
5 located at 2981 E. Miraloma Avenue, Anaheim, CA 92807, from approximately March 2017 until her
6 unlawful constructive termination at the end of August 2020.

7 5. At all times relevant to the Complaint, Plaintiff was a resident of the State of California.

8 6. Plaintiff is informed and believes, and based thereon alleges, that Transko Electronics is a
9 California corporation that is located and doing business in Orange County, State of California.

10 7. During the events alleged in the Complaint, Jae Chun was Transko Electronics' Sales
11 Manager and a Board of Directors member. Plaintiff is informed and believes, and based thereon
12 alleges, that at all relevant times mentioned herein, Jae Chun worked as a director and a supervising and
13 managing agent for Transko Electronics. Plaintiff is informed and believes, and based thereon alleges,
14 that Jae Chun is a resident of Orange County, State of California.

15 8. During the events alleged in the Complaint, Plaintiff is informed and believes, and based
16 thereon alleges, that at all relevant times mentioned herein, Ae Chun is the owner, the Chief Executive
17 Officer ("CEO"), the Chief Financial Officer ("CFO"), and is a managing agent of Transko Electronics.
18 Plaintiff is informed and believes, and based thereon alleges, that Ae Chun is a resident of Orange
19 County, State of California.

20 9. The true names and capacities, whether corporate, associate, individual or otherwise, of
21 Defendants DOES 1 through 20, inclusive, are unknown to Plaintiff. Plaintiff therefore sues said
22 Defendants by such fictitious names pursuant to California Code of Civil Procedure section 474. Each of
23 the Defendants designated herein as a DOE is legally responsible in some manner for the events and
24 happenings referred to in the Complaint, and caused injuries and damages proximately to Plaintiff, as
25 herein alleged. Plaintiff will ask leave of Court to amend this Complaint to show their names and
26 capacities when the same have been ascertained.

27 10. Whenever and wherever reference is made in this complaint to any act or failure to act by
28 a Defendant or Defendants, such allegations and references shall also be deemed to mean the acts and/or

1 failures to act by each Defendant acting individually, jointly, and/or severally.

2 11. Plaintiff is informed and believes, and based thereon alleges, that at all material times,
3 one or more of each named and/or unnamed Defendants was the agent, servant, employee, or employer
4 of one or more of the remaining named and/or unnamed Defendants and, as hereinafter alleged, was
5 acting within the scope of such authority, consent, agency, servancy, or employment.

6 12. Plaintiff is informed and believes, and based thereon alleges, that at all material times,
7 one or more of each named and/or unnamed Defendants was in some fashion, by contract or otherwise,
8 the predecessors, affiliates, alter egos, assigns, joint-venturers, co-venturers or partners of one or more
9 of the remaining named and/or unnamed Defendants, and as hereinafter alleged, was acting within that
10 capacity.

11 13. Plaintiff is further informed and believes, and on that basis alleges, that one or more of
12 the remaining named and/or unnamed Defendants are the successors of one or more of the remaining
13 named and/or unnamed Defendants. Such successors are liable for the occurrences, damages, and
14 injuries alleged herein to the same extent its predecessors are liable for the alleged occurrences, damages
15 and injuries.

16 14. Plaintiff alleges that Defendants acted as the employers and/or joint employers of
17 Plaintiff, and that they shared control of Plaintiff as an employee, either directly or indirectly. This
18 control includes, but is not limited to, the authority to hire and fire, assign work tasks, engage in day-to-
19 day supervision of employees, and controlling employee records.

20 15. Plaintiff alleges that Defendants were the alter-egos of one or more of the remaining
21 named and/or unnamed Defendants, and as hereinafter alleged, was acting for their own benefit and/or
22 the benefit of one or more of the remaining named and/or unnamed Defendants. Plaintiff alleges that
23 Defendants were acting on behalf of each other in the establishment of, ratification of, and/or execution
24 of the illegal practices and policies as set forth in this pleading. Plaintiff is further informed and
25 believes, and thereon alleges that at all times relevant hereto Defendants had decision-making
26 responsibility for, and establishment and execution of, illegal practices and policies for each other and
27 are, therefore, liable on the causes of action herein.

28 16. Plaintiff alleges that at all material times, one or more of each unnamed Defendants was

1 in some fashion, by statute, law or otherwise, the agent, agency, branch, department or the like of one or
2 more of the remaining named and/or unnamed Defendants for the acts alleged herein and was acting
3 within that capacity.

4 17. Plaintiff further alleges that there exists such a unity of interest and ownership between
5 Defendants that the individuality and separateness of those Defendants have ceased to exist. The
6 business affairs of Defendants are, and at all times relevant hereto were, so mixed and intermingled that
7 the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendants were
8 used as mere shells and conduits for the conduct of certain of other Defendants' affairs. The recognition
9 of the separate existence of Defendants would not promote justice, in that it would permit Defendants to
10 insulate themselves from liability to Plaintiff. Accordingly, Defendants constitute the alter egos of each
11 other, and the fiction of their separate existence must be disregarded at law and in equity, because such
12 disregard is necessary to avoid fraud and injustice to Plaintiff herein.

13 **JURISDICTION AND VENUE**

14 18. The California Superior Court has jurisdiction over this action pursuant to California
15 Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes
16 except those given by statute to other trial courts." The statutes under which this action is brought do not
17 specify any other basis for jurisdiction.

18 19. The California Superior Court has jurisdiction over Transko Electronics because it is a
19 California corporation authorized to do business and does business in California.

20 20. The California Superior Court has jurisdiction over Jae Chun because he is a resident of
21 the State of California and was a resident of the State of California at all times relevant to this
22 Complaint. Further, the illegal conduct alleged herein took place within the State of California.

23 21. The California Superior Court has jurisdiction over Ae Chun because Ae Chun is a
24 resident of the State of California and was a resident of the State of California at all times relevant to this
25 Complaint. Further, the illegal conduct alleged herein took place within the State of California.

26 22. Venue is proper in Orange County, in the State of California, because Defendants'
27 wrongful conduct, as alleged herein, occurred in said County and State.

28 23. Plaintiff has complied with all conditions precedent (exhaustion of administrative

remedies) to jurisdiction. On or about March 19, 2021, Plaintiff filed a complaint of discrimination, harassment, retaliation, and failure to take reasonable steps to prevent and remedy discrimination, harassment, and retaliation, against Defendants under the provisions of the Fair Employment and Housing Act ("FEHA"). The Department of Fair Employment and Housing ("DFEH") issued a right-to-sue notice.

FACTS COMMON TO ALL CAUSES OF ACTION

24. Plaintiff commenced employment with Transko Electronics in or around March 2017 as the personal assistant to Jae Chun.

25. During all times relevant to this Complaint, Jae Chun was Sales Manager and a member of the Board of Directors for Transko Electronics. At all times, Jae Chun was also Plaintiff's supervisor.

26. During all times relevant to this Complaint, Ae Chun was the owner, CEO, and CFO of Transko Electronics. Ae Chun is also Jae Chun's mother.

27. Throughout Plaintiff's employment at Transko Electronics, Defendants required their non-exempt employees, including Plaintiff, to arrive prior to 8:00 a.m. each morning at the office. Defendants also required their non-exempt employees, including Plaintiff, to clock-in and clock-out of work at the office to indicate the times when they worked. However, Defendants failed to pay their non-exempt employees, including Plaintiff, for all of their time worked as indicated in their time records. Instead, Defendants engaged in a practice of rounding their employees' time down in order to avoid paying employees for all the time they worked, including time worked prior to 8:00 a.m. Defendants also indicated in their employee wage statements that their employees worked fewer hours or minutes than they actually worked in order to avoid paying their employees, including Plaintiff, for all the time they actually worked. Defendants, including Ae Chun and Jae Chun, therefore knowingly failed to pay Plaintiff and her non-exempt colleagues for all their time worked, including for regular and overtime hours. Upon information and belief, Transko Electronics continues these practices in order to avoid paying their employees wages for all their time worked.

28. During Plaintiff's employment at Transko Electronics, Jae Chun also occasionally required Plaintiff to work off-the-clock, thereby additionally depriving her of those minimum and overtime wages, and depriving her of accurate wage statements.

1 29. Throughout Plaintiff's employment, Sales Manager Jae Chun continuously sexually
2 harassed Plaintiff by making offensive sexual comments, touching her body in an offensive manner
3 without her consent, and making unwelcome sexual advances towards Plaintiff. Specific examples of
4 Jae Chun's offensive conduct towards Plaintiff, which occurred on a continuing basis from the
5 beginning to end of her employment with Transko Electronics, included:

- 6 a. Attempting to kiss Plaintiff on the neck and lips;
- 7 b. Slapping Plaintiff's rear;
- 8 c. Grabbing Plaintiff's breasts;
- 9 d. Putting his hand on Plaintiff's genital area;
- 10 e. Throwing pieces of paper at Plaintiff's breasts;
- 11 f. Commenting on the size of Plaintiff's breasts;
- 12 g. Asking Plaintiff to be his mistress; and
- 13 h. Asking Plaintiff to have sex with him.

14 30. Plaintiff repeatedly asked Jae Chun stop making these unwelcome gestures, comments,
15 advances, and stop touching Plaintiff in an offensive manner. But he did not.

16 31. In August 2020, Plaintiff had back pain, and asked coworkers to help her crack her back.
17 On one occasion, Jae Chun advised Plaintiff he could help crack her back. He proceeded to mimick
18 sexual intercourse with Plaintiff.

19 32. Not long thereafter, Plaintiff advised Jae Chun that his continuous sexual harassment of
20 her was making her sick and that she was going to confront CEO Ae Chun about it. Jae Chun got
21 extremely angry, cursed and and yelled at Plaintiff, told Plaintiff that nobody would believe her and that,
22 "you can't prove shit," while pounding his fists into his desk in a violent and intimidating manner.

23 33. Shortly thereafter, Plaintiff's doctor put her on stress leave due to Jae Chun's conduct.

24 34. On approximately August 24, 2020, Plaintiff spoke with Transko Electronics' CEO Ae
25 Chun and advised her about Jae Chun's continued sexual harassment of her, including that Jae Chun had
26 mimicked sexual intercourse with Plaintiff earlier that month. She advised that she had been put on
27 stress leave as a result of the sexual harassment. CEO Ae Chun responded by telling Plaintiff that if she
28 could not handle the stress of working at Transko Electronics, she should not work there any longer.

1 35. On approximately August 24, 2020, Plaintiff was forced to resign from her employment
2 with Transko Electronics, in fear for her mental and physical wellbeing, after having asked for help from
3 the CEO without success.

4 36. On approximately August 28, 2020, Plaintiff met with Transko Electronics' Operations
5 Manager, Jimmy Kim. Plaintiff told Kim about the sexual harassment that Jae Chun made her endure
6 during her employment at Transko Electronics. Kim told Plaintiff that he was aware of Jae Chun's bad
7 behavior but did not know it had been going on in the workplace. Kim then gave Plaintiff her final
8 paycheck.

9 37. To date, Transko Electronics continues to employ Jae Chun as a manager and he
10 continues to serve on its Board of Directors.

11 **FIRST CAUSE OF ACTION**

12 **Sex and/or Gender Discrimination**

13 **(Gov. Code §§ 12940, *et seq.*)**

14 **[Against Transko Electronics and DOES 1-20]**

15 38. Plaintiff restates and incorporates by reference each and every allegation contained in the
16 foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent
17 with this cause of action.

18 39. At all times relevant to this Complaint, the FEHA was in full force and effect and was
19 binding upon Defendants.

20 40. Transko Electronics and DOES 1-20 was Plaintiff's employer as defined by the FEHA at
21 all relevant times to this Complaint.

22 41. At all times relevant to this Complaint, FEHA required Transko Electronics and DOES 1-
23 20 to refrain from discriminating against an employee on the basis of her sex and/or gender, among
24 other things, and to take reasonable steps to prevent discrimination on the basis of sex and/or gender.

25 42. As a woman who was made to endure unlawful sexual harassment and discrimination in
26 the workplace, Plaintiff was a member of a protected class under the FEHA.

27 43. At all times relevant to the Complaint, Plaintiff was qualified for her job and she
28 performed her job duties with Defendants competently.

1 44. Defendants subjected Plaintiff to the adverse employment actions described above and
2 subjected her to different terms and conditions of employment than other employees, including requiring
3 her to submit to sexual harassment and degrading sexual comments, based on her sex and gender and as
4 a condition of her employment. Defendants constructively terminated Plaintiff's employment in August
5 2020, based on her sex and/or gender. Plaintiff was harmed by those actions.

6 45. Plaintiff is informed and believes, and based thereon alleges, that her sex and/or gender
7 was a substantial motivating reason and/or factor in the decision to subject her to different terms and
8 conditions of employment than other employees, to the adverse employment actions described above,
9 and to ultimately constructively terminate her employment.

10 46. Said conduct violates the FEHA and such violations were a substantial factor in causing
11 damage and injury to Plaintiff.

12 47. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the
13 above-described conduct, Transko Electronics and DOES 1-20 and/or their managers, agents or
14 employees engaged in a pattern and practice of unlawful discrimination on account of Plaintiff's sex
15 and/or gender in violation of the FEHA, including but not limited to Government Code section
16 12940(a). Transko Electronics and DOES 1-20 and/or their managers, agents or employees
17 discriminated against Plaintiff on account of her sex and/or gender and/or failed to take immediate and
18 appropriate corrective action to prevent such discrimination from occurring, in violation of Government
19 Code section 12940, *et seq.*

20 48. During the course of Plaintiff's employment, Plaintiff is informed and believes, and
21 based thereon alleges, that Transko Electronics and DOES 1-20 engaged in, condoned, or ratified severe,
22 pervasive and unlawful sex and/or gender discrimination by dismissing and failing to investigate
23 Plaintiff's complaints, whether in whole or in part and/or in an untimely fashion, creating a hostile work
24 environment, condoning and failing to address sex and/or gender harassment and/or discrimination by
25 management, and retaliating against Plaintiff.

26 49. During the course of Plaintiff's employment, Transko Electronics and DOES 1-20
27 engaged in, condoned, and/or ratified severe and/or pervasive unlawful sex and/or gender discrimination
28 by creating, allowing, and subjecting Plaintiff to a work environment that was hostile to Plaintiff

1 because of her sex and/or gender.

2 50. As a direct and proximate result of Transko Electronics's and DOES 1-20's unlawful
3 conduct, Plaintiff has suffered and continues to suffer general and special, economic and non-economic
4 damages in an amount to be proven at trial.

5 51. The foregoing conduct of Transko Electronics and DOES 1-20 individually or by and
6 through their managing agents, including but not limited to Jae Chun and Ae Chun, was intended by the
7 Defendants to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful
8 and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in
9 conscious disregard of Plaintiff's right to be free from discrimination, such as to constitute malice,
10 oppression, or fraud under Civil Code section 3294. Therefore, Plaintiff is entitled to punitive damages
11 in an amount appropriate to punish or make an example of Transko Electronics and DOES 1-20.

12 52. Pursuant to Government Code section 12965(b), Plaintiff requests a reasonable award of
13 attorneys' fees and costs, including expert fees.

14 **SECOND CAUSE OF ACTION**

15 **Sexual Harassment**

16 **(Gov. Code §§ 12940, *et seq.*)**

17 **[Against Transko Electronics, Jae Chun, and DOES 1-20]**

18 53. Plaintiff restates and incorporates by reference each and every allegation contained in the
19 foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent
20 with this cause of action.

21 54. At all times relevant hereto, the FEHA was in full force and effect and was binding upon
22 Defendants.

23 55. Transko Electronics, Jae Chun, and DOES 1-20 were Plaintiff's employer as defined by
24 the FEHA at all relevant times to this Complaint.

25 56. At all times relevant to this Complaint, the FEHA required Defendants to refrain from
26 creating or maintaining a hostile work environment against an employee on the basis of her sex and/or
27 gender, among other things, and to prevent harassment on the basis of sex and/or gender.
28

1 57. In perpetrating the above-described conduct, Defendants and/or their managers, agents or
2 employees engaged in a pattern and practice of unlawful sexual harassment in violation of FEHA,
3 including but not limited to Government Code section 12940(j). Defendants and/or their managers,
4 agents or employees sexually harassed Plaintiff and/or failed to take immediate and appropriate
5 corrective action to prevent such harassment from occurring, in violation of Government Code section
6 12940(k). The harassment was sufficiently pervasive and/or severe as to alter the conditions of
7 employment and create a hostile or abusive working environment.

8 58. The harassment was perpetrated by Plaintiff's supervisor(s), manager(s), acting agent(s),
9 and/or by coworkers, including by Jae Chun, about whose conduct Defendants were aware and which
10 they failed to take prompt and appropriate corrective action to stop.

11 59. Defendants' above-described actions created a hostile and/or abusive working
12 environment for Plaintiff on the basis of her sex and/or gender.

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

16 61. The foregoing conduct of Transko Electronics and DOES 1-20 individually or by and
17 through their managing agents, including but not limited to Jae Chun and Ae Chun, was intended by the
18 Defendants to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful
19 and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in
20 conscious disregard of Plaintiff's right to be free from discrimination, such as to constitute malice,
21 oppression, or fraud under Civil Code section 3294. Therefore, Plaintiff is entitled to punitive damages
22 in an amount appropriate to punish or make an example of Transko Electronics and Jae Chun and DOES
23 1-20.

24 62. Pursuant to Government Code section 12965(b), Plaintiff requests a reasonable award of
25 attorneys' fees and costs, including expert fees.

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1 **THIRD CAUSE OF ACTION**

2 **Retaliation for Opposing Discrimination and Harassment**

3 **(Gov. Code §§ 12940, *et seq.*)**

4 **[Against Transko Electronics and DOES 1 through 20]**

5 63. Plaintiff restates and incorporates by reference each and every allegation contained in the
6 foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent
7 with this cause of action.

8 64. At all times relevant hereto, the FEHA, was in full force and effect and was binding upon
9 Defendants.

10 65. Transko Electronics and DOES 1-20 were Plaintiff's employer as defined by the FEHA
11 at all relevant times to this Complaint.

12 66. In perpetrating the above-described conduct, Transko Electronics and DOES 1-20 and/or
13 their managers, agents or employees engaged in unlawful retaliation against Plaintiff for opposing their
14 acts of discrimination and harassment against her on account of her sex and/or her gender, in violation of
15 the FEHA, including but not limited to Government Code section 12940(h). Transko Electronics and
16 DOES 1-20 and /or their managers, agents or employees retaliated against Plaintiff for opposing
17 discrimination and harassment on account of her sex and/or her gender, and/or failed to take immediate
18 and appropriate corrective action to prevent such retaliation from occurring, in violation of Government
19 Code section 12940(k).

20 67. Defendants subjected Plaintiff to the adverse employment actions described above,
21 including harassing her and then constructively terminating her employment, in retaliation for opposing
22 sexual harassment and discrimination in the workplace. Plaintiff was harmed thereby.

23 68. Plaintiff is informed and believes, and based thereon alleges, that her protected
24 opposition to discrimination and harassment and retaliation on account of her sex and/or gender was a
25 motivating reason and/or factor in Defendants' above-described adverse actions against her, including
26 subjecting her to different terms and conditions of employment than other employees, yelling at her in
27 an intimidating manner, and ultimately constructively terminating her employment.

69. Said conduct violated the FEHA and such violations were a substantial factor in causing damage and injury to Plaintiff.

70. As a direct and proximate result of Transko Electronics's and DOES 1-20's unlawful conduct, Plaintiff has suffered and continues to suffer general and special damages, and economic and non-economic damages in an amount to be proven at trial.

71. The foregoing conduct of Transko Electronics and DOES 1-20 individually or by and through their managing agents, including but not limited to Jae Chun and Ae Chun, was intended by the Defendants to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from discrimination, such as to constitute malice, oppression, or fraud under Civil Code section 3294. Therefore, Plaintiff is entitled to punitive damages in an amount appropriate to punish or make an example of Transko Electronics and DOES 1-20.

72. Pursuant to Government Code section 12965(b), Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees.

FOURTH CAUSE OF ACTION

Failure to Take Reasonable Steps to Prevent Discrimination, Harassment and Retaliation

(Gov. Code §§ 12940, *et seq.*)

[Against Transko Electronics and DOES 1-20]

73. Plaintiff restates and incorporates by reference each and every allegation contained in the foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

74. At all times relevant hereto, the FEHA was in full force and effect and was binding upon Defendants.

75. Transko Electronics and DOES 1-20 were Plaintiff's employer as defined by the FEHA at all relevant times to this Complaint.

76. In perpetrating the above-described conduct, Transko Electronics and DOES 1-20 and/or their managers, agents or employees engaged in a pattern and practice of unlawful discrimination, harassment, and retaliation against Plaintiff in violation of FEHA.

1 77. In violation of FEHA, including but not limited to Government Code section 12940(k),
2 Transko Electronics and DOES 1-20, and/or their agents/employees failed to take all reasonable steps
3 necessary to prevent sex and/or gender discrimination and sexual harassment; and/or to prevent
4 retaliation for opposing Defendants' discrimination and harassment on account of sex and/or gender;
5 and/or to take all reasonable steps necessary to remedy such discrimination, harassment, and/or
6 retaliation.

7 78. During the relevant time period, Transko Electronics and DOES 1-20 failed to make an
8 adequate and/or any response to this pattern and practice and thereby established a policy, custom,
9 practice and/or usage which condoned, encouraged, tolerated, sanctioned, ratified, approved of, and/or
10 acquiesced in sexual harassment and sex and/or gender discrimination, and retaliation for opposing such
11 discrimination and harassment.

12 79. Upon information and belief, during the relevant time period, Transko Electronics and
13 DOES 1-20 failed to provide adequate training, education, and/or information to their personnel with
14 regard to policies and procedures regarding sex and/or gender discrimination and sexual harassment, and
15 retaliation for opposing such discrimination and harassment.

16 80. Defendants' actions created a hostile or abusive working environment for Plaintiff and
17 led to the unlawful termination of Plaintiff's employment, among other adverse actions.

18 81. As a direct and proximate result of Transko Electronics's and DOES 1-20's unlawful
19 conduct, Plaintiff has suffered and continues to suffer general and special damages, and economic and
20 non-economic damages in an amount to be proven at trial.

21 82. The foregoing conduct of Transko Electronics and DOES 1-20 individually or by and
22 through their managing agents, including but not limited to Jae Chun and Ae Chun, was intended by the
23 Defendants to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful
24 and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in
25 conscious disregard of Plaintiff's right to be free from discrimination, such as to constitute malice,
26 oppression, or fraud under Civil Code section 3294. Therefore, Plaintiff is entitled to punitive damages
27 in an amount appropriate to punish or make an example of Transko Electronics and DOES 1-20.

28 83. Pursuant to Government Code section 12965(b), Plaintiff requests a reasonable award of

1 attorneys' fees and costs, including expert fees.

2 **FIFTH CAUSE OF ACTION**

3 **Negligent Supervision and Retention**

4 **[Against Transko Electronics and DOES 1-20]**

5 84. Plaintiff restates and incorporates by reference each and every allegation contained in the
6 foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent
7 with this cause of action.

8 85. At all relevant times, Jae Chun was the Sales Manager, Board of Directors member, and
9 an agent and/or employee of Transko Electronics and DOES 1-20, and in doing the things alleged herein
10 was acting within the course and scope of such agency and employment.

11 86. Transko Electronics and DOES 1-20 had the responsibility and duty to adequately
12 supervise, investigate, monitor, and manage the conduct of their employees, including Jae Chun, at all
13 times mentioned.

14 87. Transko Electronics and DOES 1-20 failed to adequately supervise, investigate, monitor,
15 and manage the conduct of Jae Chun at all times mentioned.

16 88. Had Transko Electronics and DOES 1-20 adequately supervised, investigated, monitored,
17 and managed Jae Chun's conduct, Transko Electronics and DOES 1-20 could have prevented and/or
18 stopped Jae Chun from abusing his position as a supervisor and from sexually harassing, discriminating,
19 and retaliating against Plaintiff.

20 89. Transko Electronics and DOES 1-20 had actual and constructive notice that Jae Chun
21 was sexually harassing, discriminating, and retaliating against Plaintiff. Jae Chun was engaging in this
22 conduct in the workplace. Plaintiff also notified CEO Ae Chun of Jae Chun's unlawful conduct. Still, no
23 investigation was conducted and no corrective action was taken by Transko Electronics or DOES 1-20.
24 Therefore, Transko Electronics and DOES 1-20 failed to adequately supervise, investigate, monitor, and
25 manage Jae Chun, despite having actual and constructive notice that he had sexually harassed,
26 discriminated against, and retaliated against Plaintiff.

27 90. At all relevant times, Transko Electronics and DOES 1-20 continued to employ Jae Chun
28 as a manager and supervisor of Plaintiff and took no action to stop or prevent Jae Chun's misconduct,

1 even though they had notice of such misconduct. Transko Electronics's and DOES 1-20's conduct
2 amounted to the knowing retention of an unfit employee and ratification of Jae Chun's unlawful
3 conduct.

4 91. Transko Electronics and DOES 1-20 knew or should have known that their failure to
5 properly supervise, investigate, monitor, and manage Jae Chun, and that their continued retention of Jae
6 Chun, could result in serious harm and/or injury to Plaintiff. Yet Transko Electronics and DOES 1-20
7 failed to take adequate or reasonable action to protect Plaintiff from that harm while she worked for
8 Transko Electronics and DOES 1-20.

9 92. Transko Electronics's and DOES 1-20's failure to properly supervise, investigate,
10 monitor, and manage Jae Chun did result in serious harm and/or injury to Plaintiff.

11 93. As a proximate result of Transko Electronics's and DOES 1-20's unlawful conduct,
12 Plaintiff was forced to endure constant sexual harassment in the workplace and her employment was
13 ultimately constructively terminated. Plaintiff has suffered and continues to suffer general and special
14 damages, and economic and non-economic damages in an amount to be proven at trial.

15 **FIFTH CAUSE OF ACTION**

16 **Wrongful Constructive Termination in Violation of Public Policy**

17 **[Against Transko Electronics and DOES 1-20]**

18 94. Plaintiff restates and incorporates by reference each and every allegation contained in the
19 foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent
20 with this cause of action.

21 95. The public policy of the State of California, as codified, expressed and mandated in
22 Government Code section 12940, is to prohibit employers from discriminating against employees based
23 on their sex or gender, and from retaliating against any employee for making complaints of sex and or
24 gender discrimination and/or harassment and/or retaliation. This public policy of the State of California
25 is designed to protect all employees and to promote the welfare and well-being of the community at
26 large. Accordingly, the actions of Defendants, and each of them, in discriminating, retaliating against
27 and terminating Plaintiff on the grounds stated above was wrongful and in contravention and violation
28 of the express public policy of the State of California.

96. Plaintiff alleges that Transko Electronics and DOES 1-20, and/or their agents/employees, were motivated to cause the termination of Plaintiff's employment on grounds that violate California public policies, including the policies reflected in the FEHA.

97. By engaging in the aforementioned conduct, Defendants, and each of them, aided, abetted, incited, compelled, and/or coerced unlawful employment practices in violation of the announced policy of this State against such practices.

98. As a proximate result of the wrongful conduct of Transko Electronics and DOES 1-20, and/or their agents/employees, Plaintiff has suffered and continues to suffer from general and special damages, and economic and non-economic damages in an amount to be proven at trial.

99. The foregoing conduct of Transko Electronics and DOES 1-20 individually or by and through their managing agents, including but not limited to Jae Chun and Ae Chun, was intended by the Defendants to cause injury to Plaintiff or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from discrimination, such as to constitute malice, oppression, or fraud under Civil Code section 3294. Therefore, Plaintiff is entitled to punitive damages in an amount appropriate to punish or make an example of Transko Electronics and DOES 1-20.

SIXTH CAUSE OF ACTION

For Failure to Pay Wages Earned

(Labor Code §§ 201, 204)

[Against Transko Electronics and DOES 1-20]

100. Plaintiff restates and incorporates by reference each and every allegation contained in the foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

101. Labor Code section 204 states that all wages, other than those mentioned in sections 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Furthermore, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

102. Labor Code section 218.6 states that “[i]n any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable...”

103. During the relevant time period, Defendants failed to pay Plaintiff all wages due to her, including but not limited to, minimum wages and overtime wages, within the time period specified by Labor Code section 204.

104. Plaintiff has been deprived of her rightfully earned wages as a direct and proximate result of Defendants' failure and refusal to pay those wages. As such, Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

Failure to Pay Minimum Wage

(Labor Code §§ 1194, 1194.2, 1197)

[Against All Defendants]

105. Plaintiff restates and incorporates by reference each and every allegation contained in the foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

106. Labor Code sections 1194, 1194.2, and 1197, make it unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order number 4-2001.

107. Pursuant to IWC Wage Order number 4, subdivision 2(k), at all times material hereto, “hours worked” included “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

108. Labor Code section 1197 states, in full: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

109. Labor Code section 1194, subdivision (a), states that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

110. As set forth above, Defendants failed to pay Plaintiff at least the minimum wage for all hours worked. Plaintiff is informed and believes and based thereon alleges, that Defendants knew or should have known that Plaintiff was entitled to receive at least minimum wages for compensation and that she was not receiving at least minimum wage for work done.

111. Defendants' failure to pay Plaintiff the minimum wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff is entitled to recover the unpaid balance of her minimum wage compensation, as well as interest, costs and attorneys' fees.

112. In addition, pursuant to Labor Code section 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

113. Ae Chun (an “owner”) and Jae Chun (a “director” and “managing agent”) are liable for the minimum wage violations. Under Labor Code section 558.1, “an owner, director, officer, or managing agent” who “violates, or causes to be violated” section 1194 of the Labor Code “may be held liable as the employer for such violation.” Both Ae Chun and Jae Chun caused the aforementioned violations of the Labor Code.

EIGHTH CAUSE OF ACTION

Failure to Pay Overtime Wages

(Labor Code §§ 510 & 1194)

[Against All Defendants]

114. Plaintiff restates and incorporates by reference each and every allegation contained in the foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

115. Labor Code section 510 mandates that any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek and the first eight hours worked on the

seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

116. Labor Code section 1194 states, in pertinent part: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

117. Plaintiff was not exempt from the employment laws and regulations of California and was required to work more than eight hours in one day and/or more than forty hours in one week. Defendant failed to pay Plaintiff at the applicable overtime rate as required by California laws and regulations.

118. Plaintiff has been deprived of her rightfully earned overtime compensation as a direct and proximate result of Defendants’ failure and refusal to pay that compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys’ fees, and costs, pursuant to Labor Code sections 510 and 1194.

119. Ae Chun (an “owner”) and Jae Chun (a “director” and “managing agent”) are liable for the overtime violations. Under Labor Code section 1194, “an owner, director, officer, or managing agent” who “violates, or causes to be violated” section 1194 of the Labor Code “may be held liable as the employer for such violation.” Both Ae Chun and Jae Chun caused the aforementioned violations of the Labor Code.

TENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

(Labor Code § 226)

[Against All Defendants]

120. Plaintiff restates and incorporates by reference each and every allegation contained in the foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

1 121. California Labor Code section 226 requires an employer to provide an accurate itemized
2 statement in writing showing “(1) gross wages earned, (2) total hours worked by the employee, except
3 for any employee whose compensation is solely based on a salary and who is exempt from payment of
4 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
5 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is
6 paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
7 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
8 period for which the employee is paid, (7) the name of the employee and only the last four digits of his
9 or her social security number or an employee identification number other than a social security number,
10 (8) the name and address of the legal entity that is the employer”

11 122. Labor Code section 226(e) provides that if an employer knowingly and intentionally fails
12 to provide a statement in compliance with Labor Code section 226(a), then the employee is entitled to
13 recover the greater of actual damages of fifty dollars (\$50) for the initial violation and one hundred
14 dollars (\$100) for each subsequent violation, up to four thousand dollars (\$4,000).

15 123. Labor Code section 226.3 provides that an employer who violates section 226 shall be
16 subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) for the initial violation
17 and one thousand dollars (\$1,000) for a subsequent violation.

18 124. Defendants knowingly and intentionally failed to furnish Plaintiff with accurate and
19 itemized wage statements showing the total hours worked, as required by Labor Code section 226, and
20 Plaintiff has suffered injury as a result. Accordingly, Plaintiff is entitled to the amounts provided by
21 Labor Code sections 226(e) and 226.3, injunctive relief requiring Defendants’ compliance with Labor
22 Code section 226, as well as her attorneys’ fees and costs pursuant to Labor Code section 226(h) and
23 Code of Civil Procedure section 1021.5.

24 125. Ae Chun (an “owner”) and Jae Chun (a “director” and “managing agent”) are liable for
25 the failure to furnish accurate itemized statements. Under Labor Code section 558.1, “an owner,
26 director, officer, or managing agent” who “violates, or causes to be violated” section 226 of the Labor
27 Code “may be held liable as the employer for such violation.” Both Ae Chun and Jae Chun caused the
28 aforementioned violations of the Labor Code.

[Against All Defendants]

132. Ae Chun (an “owner”) and Jae Chun (a “director” and “managing agent”) are liable for the failure to pay all wages earned upon discharge. Under Labor Code section 558.1, “an owner, director, officer, or managing agent” who “violates, or causes to be violated” section 203 of the Labor Code “may be held liable as the employer for such violation.” Both Ae Chun and Jae Chun caused the aforementioned violations of the Labor Code.

1 133. Based on Defendants' conduct as alleged herein, Defendants are liable for statutory
2 penalties pursuant to Labor Code section 203 and other applicable provisions, as well as attorneys' fees
3 and costs.

4 **TWELFTH CAUSE OF ACTION**

5 **Failure to Reimburse for Job-Related Costs**

6 **(Labor Code § 2802)**

7 **[Against All Defendants]**

8 134. Plaintiff restates and incorporates by reference each and every allegation contained in the
9 foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent
10 with this cause of action.

11 135. Labor Code section 2802(a) provides that an employer shall indemnify his or her
12 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
13 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
14 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
15 unlawful.

16 136. Defendants failed to reimburse its employees, including Plaintiff, for expenses incurred
17 in the discharge of their duties, including the required usage of personal cellular phones, utilities and
18 Internet when working from home, and the use of personal laptops when working from home.

19 137. Ae Chun (an "owner") and Jae Chun (a "director" and "managing agent") are liable for
20 the indemnification violations. Under Labor Code section 558.1, "an owner, director, officer, or
21 managing agent" who "violates, or causes to be violated" section 2802 of the Labor Code "may be held
22 liable as the employer for such violation." Both Ae Chun and Jae Chun caused the aforementioned
23 violations of the Labor Code.

24 138. Plaintiff therefore demands damages in the amount of all unpaid reimbursements,
25 including interest, penalties, all attorneys' fees, expenses, and costs incurred in this action.

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1 **FOURTEENTH CAUSE OF ACTION**

2 **Representative Action Under PAGA**

3 **[Against Transko Electronics and DOES 1-20]**

4 146. Plaintiff restates and incorporates by reference each and every allegation contained in the
5 foregoing paragraphs as though fully set forth herein, excepting those allegations which are inconsistent
6 with this cause of action.

7 147. Plaintiff is an aggrieved employee as defined in Labor Code section 2699(a). As such,
8 Plaintiff seeks to recover, on behalf of herself and all other current and former aggrieved employees
9 affected by the Labor Code violations alleged in this Complaint, the civil penalties provided by PAGA,
10 plus reasonable attorneys' fees and costs.

11 148. Plaintiff seeks to recover the PAGA penalties through a representative action as permitted
12 by PAGA.

13 149. As outlined above, Defendants have violated, and continue to violate, the rights of
14 Plaintiff and all other non-managing-agent current and former employees under the Labor Code, as
15 well as other California laws, and are liable for ongoing premiums and/or penalties, injunctive relief,
16 attorneys' fees, costs, and interest under the Labor Code including, but not limited to, under sections
17 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 510, 558, 1174.5, 1182.12, 1194, 1194.2,
18 1194.3, 1194.5, 1197.1, 1198, 2802, 2698, 2699 *et seq.*

19 150. Plaintiff has fully complied with the procedural requirements specified in Labor Code
20 section 2699.3 as to each of the alleged violations. On January 14, 2021, Plaintiff provided notice to
21 Transko Electronics and the California Labor & Workforce Development Agency ("LWDA") of
22 Plaintiffs' claims based on the alleged Labor Code violations, including the facts and theories supporting
23 these claims. The LWDA has provided no notice to Plaintiff within sixty five (65) calendar days of the
24 postmark date of that notice regarding its intentions to investigate or not investigate Plaintiffs' claims.
25 Accordingly, Plaintiff may commence this action pursuant to Labor Code section 2699 *et seq.*

26 151. Plaintiff also seeks injunctive relief ordering Transko Electronics to comply with the
27 Labor Code sections that it has violated.
28

152. As a result of the violations alleged, Plaintiff, as an aggrieved employee on behalf of herself and other aggrieved employees, seeks all civil penalties available pursuant to Labor Code section 2699 *et seq.*, including all civil penalties, attorneys' fees, expenses and costs of suit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment as follows where applicable on Plaintiff's separately stated Causes of Action:

1. Compensatory and special damages as set forth throughout the complaint according to proof with prejudgment interest thereon to the extent allowable by law;
2. Economic damages according to proof;
3. Non-economic damages according to proof;
4. Declaratory and/or injunctive relief as deemed appropriate by the Court;
5. Restitution of all monies due to Plaintiff from the unlawful business practices of Transko Electronics;
6. Civil penalties and/or premiums and/or liquidated damages under Labor Code sections 203, 210, 226, 226.3, 558, 1194, 1194.2, 1197.1, 2699;
7. Punitive and exemplary damages;
8. Attorneys' fees and costs;
9. Interest, including prejudgment interest, as allowed by law; and
10. Such other and further relief as the court deems just and proper.

DATED: March 25, 2021

Genie Harrison Law Firm, APC

By:

Genie Harrison
Mia Munro
Attorneys for Plaintiff
Chrissy Vovos

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff Chrissy Vovos hereby demands a trial by jury on all claims.

3
4 **DATED: March 25, 2021**

Genie Harrison Law Firm, APC

5
6 **By:**



7 **Genie Harrison**
8 **Mia Munro**
9 **Attorneys for Plaintiff**
10 **Chrissy Vovos**