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And the Certified Class

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

AMARA O'NEILL, on behalf herself and all
those similarly situated,

Plaintiff,

vs.

ROBINSON PHARMA INC., a California
Corporation; TOMMY NGUYEN, an
individual; and DOES 1-20, inclusive,

Defendants.

Case No. 30-2020-01176039-CU-OE-CJC

**THIRD AMENDED CLASS ACTION AND
PAGA COMPLAINT FOR DAMAGES
AND PENALTIES**

1. **CLASS ACTION:** VIOLATION OF
CALIFORNIA LABOR CODE § 2802;
2. **CLASS ACTION:** FAILURE TO PAY
MINIMUM WAGE IN VIOLATION OF
LABOR CODE §§ 558, 1194, 1194.2,
1197, 1197.1, 1198, 1199 AND THE IWC
WAGE ORDERS;
3. **CLASS ACTION:** FAILURE TO PAY ALL
WAGES AT TERMINATION IN VIOLATION
OF LABOR CODE §§ 201-203;
4. **CLASS ACTION:** FAILURE TO PAY
OVERTIME WAGES IN VIOLATION OF
LABOR CODE §§ 510, 558, 1194, 1198
AND THE IWC WAGE ORDERS;
5. **CLASS ACTION:** FAILURE TO MAINTAIN
ACCURATE RECORDS IN VIOLATION OF
LABOR CODE §§ 226, 1174(D), 1198.5
AND THE IWC WAGE ORDERS;
6. **CLASS ACTION:** FAILURE TO PROVIDE
MEAL PERIODS AND REST BREAKS IN
VIOLATION OF LABOR CODE §§ 226.7,
512, CAL. CODE. REG. TITLE 8, 11070
AND THE IWC WAGE ORDERS;
7. **CLASS ACTION:** FAILURE TO PROVIDE
ACCURATE WAGE STATEMENTS IN
VIOLATION OF LABOR CODE § 226;

1 Representative Plaintiff AMARA O'NEILL (herein referred to as "Plaintiff" or "O'Neill"),
2 has brought this action on behalf of herself and all other similarly situated against defendants
3 ROBINSON PHARMA INC., TOMMY NGUYEN, and DOES 1-20 (hereafter collectively
4 referred to as "Defendants"). Plaintiff is informed and believes, and on that basis alleges as
5 follows:

6 **PARTIES AND JURISDICTION**

7 1. Plaintiff AMARA O'NEILL was at all times relevant to this action, an employee of
8 Defendant ROBINSON PHARMA INC. (hereinafter "RPI") as a project coordinator at one of its
9 Santa Ana, California facilities. While employed by RPI, and at all times relevant to this action,
10 Plaintiff performed the majority of her employment duties for RPI in Orange County.

11 2. Defendant RPI is a California corporation registered, qualified, and doing business
12 in the State of California, with its principal place of business in Orange County, and is
13 headquartered at 2811 South Harbor Boulevard Santa Ana CA 92704.

14 3. Plaintiff is informed and believes and, on this basis, alleges that defendant,
15 TOMMY "TUNG" NGUYEN (hereinafter "Tommy") is and was at all times relevant hereto an
16 employee of RPI with the title of Facilities Manager, a supervisor of Plaintiff, and a resident of the
17 State of California.

18 4. Jurisdiction and venue are also proper in this Court because all the claims alleged
19 herein arose in Orange County and all of the Defendants reside in and/or are doing or did business
20 in Orange County, and/or their principal place of business is in Orange County, in each case, at the
21 times relevant herein. Pursuant to California Code of Civil Procedure section 395(a), venue is
22 proper in this County because Defendants reside in this County and the harm to Plaintiff occurred
23 in this County.

24 5. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein
25 as DOES 1 through 20. Defendants Does 1 through 20 are sued herein under fictitious names
26 pursuant to California Code of Civil Procedure section 474. Plaintiff is informed and believes, and
27 on that basis alleges, that each Defendant sued under such fictitious names is in some manner
28 responsible for the wrongs and damages as alleged herein. Plaintiff does not at this time know the

1 true names or capacities of said Defendants but prays that the same may be inserted herein when
2 ascertained.

3 6. At all times relevant, each and every Defendant was an agent and/or employee of
4 each and every other Defendant. In doing the things alleged in the causes of action stated herein,
5 each and every Defendant was acting within the course and scope of this agency or employment,
6 and was acting with the consent, permission, and authorization of each remaining Defendant. All
7 actions of each Defendant as alleged herein were ratified and approved by every other Defendant or
8 their officers or managing agents.

9 7. Plaintiff is informed and believes and thereon alleges that in performing the
10 unlawful acts alleged herein, each Defendant was the agent, employee and representative of each of
11 the remaining Defendants, and in doing the unlawful things alleged was acting within the course,
12 purpose, scope and authority of such agency, employment or representation.

13 8. Each act was done with malice, oppression, and was despicable conduct entitling
14 Plaintiff to punitive and exemplary damages.

15 **STATEMENT OF FACTS: CLASS AND PAGA CLAIMS**

16 9. This is a PAGA action pursuant to The Private Attorneys General Act ("PAGA")
17 Labor Code section 2698 *et. seq.*, class action pursuant to California Code of Civil Procedure
18 section 382, and individual action on behalf of Amara O'Neill (hereinafter for the class and PAGA
19 claims "Representative Plaintiff") and all other aggrieved employees and other class members who
20 worked for Defendant RPI in California as an hourly non-exempt employee for: (i) failure to
21 reimburse all business expenses in violation of Labor Code § 2802; (ii) failure to pay minimum
22 wages in violation of California Labor Code §§ 204, 210, 223, 558, 1194, 1194.2, 1197, 1197.1
23 and 1198, 1199 and the IWC Wage Orders; (iii) failure to pay waiting time penalties in violation of
24 Labor Code §§ 201-203; (iv) failure to pay overtime wages in violation of Labor Code §§ 204, 210,
25 223, 510, 558, 1194, 1198 and the IWC Wage Orders; (v) failure to maintain accurate records in
26 violation of Labor Code §§ 226, 1174(d), 247.5 and the IWC Wage Orders; (vi) failure to provide
27 meal periods in violation of Labor code §§ 226.7, 512, Cal. Code. Reg. Title 8, 11070 and the IWC
28 Wage Orders; (vii) failure to provide accurate wage statements in violation of Labor Code §§ 226

1 and 226.3; (viii) failure to timely pay wages in violation of Labor Code § 204; and (ix) unlawful
2 business practices in violation of Bus. & Prof. Code section 17200 *et. seq.*; and (x) violations for
3 PAGA Labor Code § 2698 *et seq.*

4 10. At all relevant times, RPI has had a consistent policy and practice of failing to pay
5 its non-exempt employees like Representative Plaintiff, minimum, straight, overtime and double
6 time wages for work performed, and as a result have failed to pay all wages at termination and
7 failed to provide accurate wage statements. RPI has also failed to reimburse all necessarily
8 incurred business expenses, including but not limited to use of Representative Plaintiff and the
9 other Class and PAGA Member's personal cellular telephones, other cellular devices and/or data
10 plans, and use of their personal vehicles. RPI has also failed to provide legally sufficient meal
11 periods and rest breaks to its non-exempt employees, as well as failed to keep accurate records, and
12 issue accurate wage statements.

13 11. At all relevant times, RPI has had a consistent practice of requiring its non-exempt
14 employees to send and respond to work related calls, texts and emails on their personal cellular
15 telephones and other cellular devices. Representative Plaintiff and the other Class and PAGA
16 Members have at all times relevant to this complaint been required to send and respond to work
17 related calls, texts, and emails on their personal cellular telephones throughout the day and at times
18 while off the clock without reimbursement or pay. Representative Plaintiff and the other Class and
19 PAGA Members were, or are, hourly non-exempt employees who were not paid for the time spent
20 responding to work communications while off the clock and were not reimbursed for the use of
21 their personal cellular telephones, devices and/or data plans. If Representative Plaintiff or the
22 Class and PAGA Members did not send and/or respond to these off the clock work
23 communications, they could be given poor performance evaluations, be reprimanded, they could
24 also be denied raises and/or promotions as a result.

25 12. Additionally, at all relevant times, it was RPI's consistent policy and practice to not
26 pay all wages, including minimum, straight time, overtime, and double time wages, for all work
27 performed. RPI's non-exempt employees were required to attend meetings, go to training sessions,
28 go through security and Covid-19 screenings, don and doff personal protective equipment, attend

1 orientation sessions, and complete paperwork without all lawful compensation paid to them.
2 Additionally, RPI would frequently only pay Representative Plaintiff or the Class and PAGA
3 Members for the hours they were scheduled to work, regardless of the time actually worked,
4 resulting in a failure to pay minimum wage for all time worked. RPI's failure to pay all wages was
5 compounded by its unlawful practices of only paying for scheduled time, time shaving, rounding,
6 editing timecards, and automatic deduction, as described below.

7 13. At all relevant times, RPI has had the consistent practice of requiring its non-exempt
8 employees to use their personal vehicles to carry supplies between buildings or otherwise use their
9 personal vehicles without reimbursement for mileage or any of the costs associated with the use of
10 their personal vehicles.

11 14. At all relevant times, RPI has had the consistent practice of utilizing an automatic
12 deduction policy and timekeeping system configured to always ensure that 30 minutes of each
13 employee's workday went unpaid, regardless of whether a meal period was actually provided or
14 taken. For example, if an employee did not clock out for a meal period RPI's payroll system would
15 automatically deduct 30 minutes of time worked. RPI's automatic system would also make
16 deductions to time worked even if the employee took a meal period. For example, if an employee
17 clocked back in after 25 minutes of a meal period, RPI's system would automatically deduct an
18 additional 5 minutes from the employees' time worked for that day. RPI's deduction policies, both
19 manual and automatic, deprived Representative Plaintiff and the other Class and PAGA Members
20 of all earned wages, including earned overtime wages. RPI's timeclocks and payroll system also
21 improperly rounded employee time to the employee's detriment and unlawfully shaved time off
22 Representative Plaintiff and the other Class and PAGA Members' time worked. Wherever RPI's
23 automatic systems did not deduct time worked, RPI's payroll personnel would make secret hand
24 deductions to ensure that every shift worked by every non-exempt employee longer than 6 hours
25 had thirty minutes of time worked deducted, regardless of whether meal periods were actually
26 provided.

27 15. At all relevant times, RPI has had the consistent practice of not paying
28 Representative Plaintiff and the other Class and PAGA Members all earned overtime and not

1 paying overtime at their regular rate of pay. It is RPI's policy to not pay overtime after 40 hours
2 worked in a workweek, to not pay overtime for work performed on the seventh consecutive day of
3 work in a workweek, and to not pay overtime or double time for work performed after 8 and 12
4 hours in a day. It is RPI's uniform practice and procedure to round employee time, to
5 automatically deduct time worked from its employees' time worked, to make secret hand edits to
6 employee timecards, and to otherwise not pay all owed overtime and not pay that overtime at its
7 employees' regular rate of pay. For example, RPI's payroll personnel would consistently make
8 hand edits to employee timecards, wiping away tens of hours of overtime and double time each pay
9 period. These policies have resulted in, and continue to result in, a vast and systematic theft of
10 overtime wages from Representative Plaintiff and the other Class and PAGA Members, as well as
11 derivative violations of the Labor Code.

12 16. At all relevant times, RPI has had the consistent practice of never including bonuses
13 and other non-hourly forms of compensation into its employees' regular rate of pay for any
14 purposes, including but not limited to overtime, meal period premiums, and rest break premiums.
15 Representative Plaintiff and the other Class and PAGA Members often received non-discretionary
16 bonuses in the form of cash, gift cards, shift differentials, and other performance incentives but this
17 non-hourly compensation is never included in the regular rate of pay for the purposes of calculating
18 overtime, meal period and rest break premiums, or any other payment which is required to be made
19 at the regular rate of pay. Additionally, RPI would often fail to include these bonuses on
20 Representative Plaintiff and the other Class and PAGA Members' wage statements.

21 17. At all relevant times, RPI has had the consistent practice of not providing adequate
22 meal periods and rest breaks. Often meal periods and rest breaks were not provided at all to
23 Representative Plaintiff and the other Class and PAGA Members. However, when meal periods
24 and rest breaks were provided, those meal periods and/or rest breaks were late, short, interrupted,
25 or otherwise legally inadequate. Representative Plaintiff and the other Class and PAGA Members
26 were often not permitted to leave the premises during their meal periods and rest breaks, and it is
27 RPI's policy to not allow its non-exempt employees to leave its premises during rest breaks. RPI's
28 employees are also required to tend to or monitor machinery and factory lines at all times, making

1 all of their meal periods and rest breaks “on-duty.” Representative Plaintiff and the other Class and
2 PAGA Members, even those who did not work in the factory areas, were not relieved of all duties
3 during any meal periods or rest breaks, and were required to remain on call to return at a moment’s
4 notice. Furthermore, it is RPI’s policy and practice to require its non-exempt employees to wait
5 until a factory line has finished before it allows breaks of any kind even if that results in
6 unprovided, late, and/or short meal periods and rest breaks. It is also RPI’s policy to never provide
7 second or third meal periods to any employee regardless of the amount of time worked, and to
8 never provide any rest breaks past 8 hours in a workday. Additionally, RPI never paid any meal
9 period or rest break premiums until mid-2022, and even then, RPI has never paid premiums at their
10 employees’ regular rate of pay.

11 18. At all relevant times, RPI has had the consistent practice of requiring its employees
12 to, at times, work seven or more days in a row without providing a days rest. As described above
13 RPI does not pay overtime wages or double time wages for hours worked on the seventh
14 consecutive day of work, or past 40 hours worked in a workweek.

15 19. At all relevant times, RPI has had the consistent practice of failing to timely and
16 correctly pay all wages to Representative Plaintiff and the other Class and PAGA Members as
17 required by California law, both as a result of the practices described above and independently as
18 its own practice. As part of these failings, and as a policy unto itself, RPI has a consistent practice
19 of not timely paying all wages at least twice a calendar month via regular bi-monthly paydays as
20 required by Labor Code sections 204 and 210.

21 20. At all relevant times, RPI has had the consistent practice of performing and/or
22 requiring Representative Plaintiff and the other Class and PAGA Members to undergo unlawful
23 background checks, including criminal and credit checks, as a condition of employment including
24 continuing employment. In addition to these unlawful background checks, RPI has used its
25 employment applications to request information about arrests which did not result in convictions in
26 violation of California Law.

27 21. At all relevant times, RPI has had the consistent practice of not providing suitable
28 seating, despite being able to provide seating and with the knowledge that much of the work at RPI

1 reasonably permits the use of seats.

2 22. At all relevant times, RPI has had the consistent practice of not providing
3 Representative Plaintiff and the other Class and PAGA Members with legally adequate sick days
4 and when provided, to not pay sick leave at the correct rate of pay. RPI failed to keep adequate
5 records of hours worked or sick days, both used and accrued, and failed to provide these records to
6 Representative Plaintiff and the other Class and PAGA Members to hide the deprivation. RPI does
7 not, as a consistent practice, provide its non-exempt employees with any records, either in the form
8 of wage statements or other documents informing them of their accrued sick leave in violation of
9 California law and did not accurately represent sick day wages on its wage statements.

10 23. RPI's failure to pay all wages, pay wages at the correct rates, and pay for all work
11 performed has resulted in Representative Plaintiff and the other Class and PAGA Members
12 receiving inaccurate wage statements which did not list the correct number of hours worked, wages
13 earned (including but not limited to sick day wages), and/or correct rates of pay. Additionally, RPI
14 does not provide accurate wage statements when multiple rates of pay are worked in a pay period.

15 24. The above-described failures also result in a failure to pay all wages at termination,
16 entitling Representative Plaintiff and the other Class Members to waiting time penalties.
17 Additionally, it is RPI's consistent and uniform practice is to not pay all wages at termination, and
18 to instead pay them on the next regularly scheduled payday.

19 25. At all relevant times, RPI has had the consistent practice of failing to keep accurate
20 records as required by law. RPI does not keep accurate time records, wage statements, or other
21 employee records as required by law, both as an intentional practice to avoid responsibility for its
22 wage theft and as a result of the myriad of Labor Code violations described herein. Furthermore,
23 RPI has a routine policy and practice of ignoring employee record requests made under any Labor
24 Code section, including but not limited to, Labor Code sections 1198.5, 432, 247.5 and 226(b).
25 When RPI does rarely provide its employees with requested records those productions are
26 incomplete, contained false records, or are untimely.

27 26. At all relevant times, RPI has had the consistent practice of failing to abide by the
28 temperature control guidelines set forth in the IWC Wage Orders, including but not limited to those

1 regarding excessive heat (beyond reasonable comfort and safety) and excessive cold temperatures
2 (below 60 degrees Fahrenheit) in its workplaces. As a result of this failure, and its draconian cost
3 cutting measures, O'Neill and the other Aggrieved Employees are/were provided with little to no
4 ventilation, heating, or cooling in the workplace. As such RPI is in violation of Labor Code section
5 1198 and the IWC Wage Orders.

6 27. Representative Plaintiff and the other PAGA Members, all persons who are
7 employed or have been employed by PRI in California as a non-exempt hourly employee during
8 the period of February 25, 2020 through November 17, 2022, seeks payment of penalties under
9 PAGA for all of the above described violations of California law, as well as those presented in
10 Plaintiff's PAGA notice letters filed on February 25, 2020, May 22, 2023, and September 22, 2023,
11 and attorneys' fees, interest, and costs pursuant to statute for violations of the California Labor
12 Code under section 2698 *et al.*

13 **CLASS ACTION ALLEGATIONS**

14 28. Representative Plaintiff brings this action on behalf of herself and all others
15 similarly situated as a class action pursuant to Section 382 of the Code of Civil Procedure.

16 29. Representative Plaintiff represents a certified Class defined as all persons who are
17 employed or have been employed by Defendant PRI in California as a non-exempt hourly
18 employee from January 29, 2017 through November 17, 2022, who have not opted out of the
19 certified Class.

20 30. Representative Plaintiff reserves the right under Rule 1855(b) of the California
21 Rules of Court to amend or modify the class descriptions with greater specificity or further division
22 into subclasses or limitation to particular issues.

23 31. This action has been brought and is properly maintained as a class action under the
24 provisions of Section 382 of the California Code of Civil Procedure because there is a well-defined
25 community of interest in the litigation and the Classes are easily ascertainable.

26 **A. Numerosity**

27 32. The members of the Class as defined are so numerous that joinder of all the
28 members of the Class is impracticable. While the precise number of Class Members for the Class

1 has not been determined at this time, Representative Plaintiff is informed and believes that RPI
2 does, and has, employed during the Class Period at least 1,592 individuals, in non-exempt hourly
3 positions in California who are or have been affected by RPI's unlawful and uniform policies
4 during the Class Period.

5 33. Upon information and belief, Representative Plaintiff alleges that RPI's
6 employment records will provide information as to the number of all members of the Class.
7 Joinder of all members of the Class is not practicable.

8 **B. Commonality**

9 34. There are questions of law and fact common to the Class that predominates over any
10 questions affecting only individual Class Members. These common questions of law and fact
11 include, without limitation:

- 12 (a) Whether RPI required the Class Members to work off the clock without
13 compensation;
- 14 (b) Whether RPI failed to pay all wages due, including minimum wages, straight
15 time wages, overtime wages, and/or double time wages to the Class
16 Members due to its auto deduction, time shaving, hand editing, rounding,
17 and other unlawful policies;
- 18 (c) Whether RPI violated Labor Code §§ 201-203 by failing to pay all wages
19 due and owing at the time of termination of employment for the Class
20 Members;
- 21 (d) Whether RPI violated Labor Code § 204 by failing to timely pay all wages
22 due and owing to the Class Members;
- 23 (e) Whether RPI failed to provide the legally sufficient meal periods and rest
24 breaks to the Class Members;
- 25 (f) Whether RPI violated Labor Code § 226 for the failure to furnish the Class
26 Members with complete and accurate itemized wage statements and payroll
27 records;
- 28 (g) Whether RPI failed to keep accurate records as required by law; and

(h) Whether RPI violated Labor Code § 2802 by failing to reimburse necessary and foreseeable business expenses incurred by the Class Members.

C. Typicality

35. The claims of Representative Plaintiff are typical of the claims of the Class. Representative Plaintiff and all Class Members sustained injuries and damages arising out of and caused by RPI's common course of conduct in violation of the law as alleged therein.

D. Adequacy of Representation

36. Representative Plaintiff will fairly and adequately represent and protect the interests of the Class Members. Counsel who represents Representative Plaintiff is competent and experienced.

E. Superiority of Class Action

A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of RPI's illegal policy and/or practice of failing to properly compensate and/or reimburse the Class Members as alleged above. Class action treatment allows those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

STATEMENT OF FACTS: INDIVIDUAL CLAIMS

37. RPI is a California based manufacturer of pharmaceuticals and dietary supplements based in Santa Ana California. RPI actively employs more than 800 employees and generates tens of millions of dollars in revenue each year.

38. In or about 2018, Plaintiff began her employment with RPI as a project coordinator. From the beginning of her employment with RPI, defendant Tommy "Tung" Nguyen ("Tommy"), a male who is more than 45 years old, began to pay an inappropriate amount of attention to Plaintiff, a female who is only 23 years old. At the beginning of her employment, after Plaintiff met Tommy, Tommy began to persistently pester Plaintiff about her relationship status and then

1 her sexual history, including questions on if she had a boyfriend and/or if she was sleeping with
2 anyone.

3 39. Over the following months Tommy increased his campaign of sexual harassment
4 with the intention of coercing or bullying Plaintiff into an unwanted sexual relationship. Tommy
5 began by paying Plaintiff inappropriate compliments, and commenting on her body or weight in
6 comparison to other female employees. Plaintiff would often tell Tommy that his comments were
7 inappropriate or demeaning. Tommy would either disregard Plaintiff's protests or react negatively
8 with a mean comment or remark.

9 40. Tommy's father is the CEO of RPI, Tuong Nguyen, his sister is the head of Human
10 Resources, Van Nguyen. In addition to his deep family connections at RPI, during all relevant
11 times Tommy had the power to fire Plaintiff, judge Plaintiff's work performance, and manage
12 Plaintiff's work assignments. Tommy made his position within RPI, and his family's control over
13 RPI, known to Plaintiff with the intent of leveraging that power and influence over Plaintiff.

14 41. Tommy began abusing his, and his family's, power and position in RPI to force
15 Plaintiff into one-on-one situations with Tommy. Tommy and other management at RPI made it
16 Plaintiff's responsibility to communicate with Tommy and ensure he attended meetings. Tommy
17 would not go to meetings at other RPI buildings unless Plaintiff rode there with him in his personal
18 vehicle. At times Tommy would not respond to work communications unless Plaintiff physically
19 went to him or text messaged/called him from her personal cellular telephone. Often Plaintiff's
20 direct supervisor, Anne Pham, who is also a close personal friend of Tommy and his family, would
21 also order Plaintiff into these one-on-one situations with Tommy. As soon as these one-on-one
22 situations began, Tommy's campaign of sexual harassment intensified and became apparent, yet
23 RPI ignored it and did nothing to stop the sexual harassment of Plaintiff, even after Plaintiff
24 complained about Tommy touching her inappropriately and without consent on numerous
25 occasions to RPI management.

26 42. During one of these forced one-on-one encounters, Tommy began telling Plaintiff
27 that "it is normal for married men to have mistresses or girlfriends to keep them happy" and that
28 Plaintiff "could make him [Tommy] happy." From that point on Tommy began to pressure

1 Plaintiff into an unwanted sexual relationship by employing a cycle of negative reinforcement.
2 Tommy would make an unwanted sexual advance on Plaintiff, Plaintiff would rebuff his advances,
3 Tommy would retaliate against Plaintiff, and then Tommy would attempt to smooth things over
4 and make another unwanted sexual advance. Plaintiff constantly reported this sexual harassment to
5 RPI management who did nothing. The managers and supervisors did not bring Plaintiff's
6 complaints of sexual harassment to the human resources department.

7 43. The first time Tommy sexually assaulted Plaintiff was in Conference Room F at one
8 of RPI's facilities on or around December 2019. Tommy required Plaintiff to be present for a
9 conference call. Alone together before the conference call Tommy moved his chair within inches
10 Plaintiff and put his hand on her knee. Plaintiff was frozen in horror at this egregiously
11 inappropriate act. Then Tommy began to rub Plaintiff's thigh with his hand. Plaintiff moved away
12 from Tommy and Tommy pretended like nothing happened. Shortly after another co-worker
13 arrived, and Tommy moved a reasonable distance away from Plaintiff.

14 44. Tommy's campaign of sexual harassment continued unabated. He continued to
15 make inappropriate comments to Plaintiff and ask her inappropriate questions. He would often tell
16 Plaintiff that he found her attractive, and when Plaintiff protested that those comments made her
17 feel uncomfortable, Tommy would often inappropriately react to the rejection through mean or
18 demeaning comments. Some of these exchanges included telling Plaintiff that "if she didn't find a
19 man before she was 30 years old everyone would think she was gay," that Plaintiff needed to find a
20 man "while she was still pretty," and that if she gained weight, he "wouldn't think she is pretty
21 anymore." Tommy made the latter comment in front of RPI's EMS Manager Luis Heredia, but
22 RPI did nothing.

23 45. Tommy's sexual harassment and sexual assaults only intensified the more Plaintiff
24 resisted. Tommy began insisting that he was her "boyfriend" to which Plaintiff responded that his
25 assertion was inappropriate and gross. Soon after, whenever Plaintiff went to Tommy to ask if
26 there was work he needed her to do, Tommy would respond that he did not need anything from her
27 "until later tonight." At times Tommy would make this comment in front of co-workers. During
28 one such occasion Plaintiff asked Tommy what he meant by that comment. Tommy laughed at

1 Plaintiff and called her “a naive little girl.” Plaintiff reported this harassment to RPI management,
2 but RPI did nothing.

3 46. Tommy appeared to revel in Plaintiff’s discomfort and the more Plaintiff protested
4 or rejected Tommy’s unwelcome sexual advances the more he enjoyed humiliating Plaintiff or
5 making her feel uncomfortable. Tommy would always attempt to play off his behavior as joking
6 around and attempt to smooth things over before making another unwanted sexual advance at
7 Plaintiff.

8 47. Eventually Plaintiff told Tommy that she had a boyfriend in order to get him to stop
9 harassing her. Tommy reacted very negatively, called Plaintiff disgusting, and began asking if she
10 had sex with her boyfriend and how often she met with her boyfriend. Soon after Tommy began
11 false rumors that insinuated Plaintiff had sex with a co-worker and had numerous “boyfriends” she
12 was sleeping with.

13 48. Tommy also grew more desperate and aggressive, he began to sexually assault
14 Plaintiff more often with unwanted groping and grabbing. Beginning in late July of 2020 Tommy
15 began attempting to grab Plaintiff’s hands when they were alone. Every time this happened
16 Plaintiff would tell Tommy to stop and attempt to pull her hands away from Tommy. Tommy
17 would attempt to hold onto Plaintiff’s hands and tell her that he liked how soft her skin was.
18 Plaintiff reported this to RPI management every time it happened but RPI did nothing. In fact,
19 Plaintiff’s supervisor Anne Pham who is good friends with Tommy and his family, continued to
20 order Plaintiff into one-on-one situations with Tommy.

21 49. On or around August 18, 2020, Tommy called Plaintiff over to the “Harbor 5
22 Warehouse” on the premise of checking out a dust collector and requested to see a few documents.
23 When Plaintiff showed Tommy a document on her phone Tommy placed his hand on Plaintiff’s
24 hip. Plaintiff moved away, hoping this was an accidental contact. However, Tommy placed his
25 hand on Plaintiff’s hip again, and purposefully stroked his hand down her hip. Plaintiff
26 immediately pushed Tommy away from her body and told him “don’t do that!” Tommy only
27 laughed at Plaintiff. Plaintiff again reported this sexual harassment and sexual assault to RPI
28 management, RPI management again did nothing.

1 50. On or around September 4, 2020 Tommy requested Plaintiff come to a cubicle in
2 "Harbor 5," one of RPI's manufacturing facilities, by asking that she bring him cleaning wipes and
3 help him clean the cubicle. Plaintiff complied and began to clean the cubicle with Tommy.
4 Tommy attempted to joke with Plaintiff, but Plaintiff just wanted to finish her work assignment.
5 That is when Tommy sexually assaulted Plaintiff again by slapping her buttocks. Plaintiff was
6 frozen in terror and humiliation. Tommy made a show of winding up his arm to slap Plaintiff on
7 the buttocks a second time, but much harder. Plaintiff then pushed Tommy's arm away and told
8 him "to never do that to me again." Tommy laughed and would not back off, so Plaintiff had to
9 yell to get the attention of nearby co-workers and repeated loudly, "never do that to me again!"

10 51. After the September assault and battery happened, Plaintiff again reported this
11 illegal conduct/behavior to management. Seeing that Plaintiff would not let this assault be brushed
12 under the rug, Plaintiff's supervisor Anne Pham, who is close friends with Tommy and his family,
13 told Plaintiff that this would not happen again and that she should stay away from her attacker,
14 Tommy. However, RPI did nothing to protect Plaintiff from Tommy, and this course of action
15 communicated to Plaintiff that while at RPI she would never be free from this constant sexual
16 harassment and sexual assault.

17 52. When Plaintiff complained about this grossly inappropriate response, Plaintiff's
18 supervisor Anne Pham told her RPI would conduct an investigation into the assault. However,
19 Anne Pham did not involve Human Resources and instead appointed one of Tommy's young male
20 subordinates, Kevin Tran, to conduct a short sham investigation. This action, and the short
21 investigation which followed, violated RPI's written policy on reporting sexual harassment which
22 requires the Human Resources Department to be involved. This sham investigation also confirmed
23 Plaintiff's fears that while at RPI she would never be safe in the workplace.

24 53. Mere days after beginning the investigation, Plaintiff was informed that she would
25 be moved to a new department and she would not have to see Tommy anymore, however Plaintiff
26 would still work in the same building as Tommy and Tommy would still have authority over her.
27 In her new position Tommy could still walk over to Plaintiff's desk at any time he wanted or
28 follow her into the manufacturing areas. Tommy was only given a one-day suspension, and it was

1 recommended to Tommy that he should consider attending sensitivity training. This punishment
2 was in violation of RPI's written sexual harassment policy which requires a much stronger
3 punishment, and RPI's code of conduct specifies that repeat offenses of this nature require
4 discharge of the employee. Plaintiff knew she was still not safe from Tommy, and while she tried
5 to continue working diligently, she was filled with intense fear and anxiety knowing that at any
6 minute Tommy could approach her again and continue to assault and harass her with impunity.
7 Plaintiff also feared that while her complaint resulted in virtually no consequences for Tommy, that
8 he and his family, who controls RPI, would retaliate against her.

9 54. As a result of RPI's and Tommy's actions, Plaintiff has been diagnosed with post-
10 traumatic stress disorder ("PTSD") and suffers from insomnia, nightmares, lack of appetite, a
11 persistent feeling of insecurity, anxiety attacks and panic attacks. Plaintiff has had to take off
12 significant time from work and is seeking medical and psychological therapy in order to cope with
13 her experiences working at RPI. Seeing as RPI made no changes and would allow the sexual
14 harassment and assault to continue, Plaintiff had no choice but to resign because she would never
15 be safe in the RPI workplace.

16 55. RPI provides only token sexual harassment training to its employees because it does
17 not want to pay its employees for the time it takes to conduct sexual harassment training.

18 56. RPI fostered an environment in which the complained of sexual harassment and
19 sexual assault is tolerated and condoned.

20 57. RPI allowed its supervisors to perpetrate harassment and sexual assault at will,
21 without consequence. RPI refused, and continues to refuse, to take action against sexual assault
22 and sexual harassment in its workplaces.

23 58. Plaintiff is informed and believes and thereon alleges that each of the Defendants is
24 in some manner intentionally, negligently, or otherwise responsible for the acts, occurrences and
25 transactions alleged herein.

26 59. Plaintiff has exhausted all of her administrative remedies under state law.

27 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

28 60. On November 23, 2020, Plaintiff filed an administrative complaint against

1 Defendants with the California Department of Fair Employment and Housing (hereinafter referred
2 to as the “DFEH”), pursuant to Section 12960 of the California Government Code, substantially
3 alleging the acts and conduct as herein described. The DFEH issued a “Right to Sue” notice dated
4 November 23, 2020. On November 30, 2020 Plaintiff amended her DFEH complaint and received
5 an updated right to sue letter on November 30, 2020. Copies of Plaintiff’s DFEH Complaints and
6 Notices of Right to Sue are all attached hereto as **Exhibit “A.”**

7 61. On February 25, 2021 Plaintiff notified the California Labor and Workforce
8 Development Agency (“LWDA”) and RPI of the numerous Labor Code violations suffered by
9 Plaintiff and the other aggrieved employees. On May 22, 2023 and September 22, 2023, Plaintiff
10 provided amended notices to the LWDA and RPI listing additional facts and theories suffered by
11 Plaintiff and the other Aggrieved Employees which are incorporated into the Complaint.

12 **CLASS ACTION: CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF CALIFORNIA LABOR CODE § 2802**

15 **(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)**

16 62. Representative Plaintiff realleges each paragraph of this Complaint as though fully
17 set forth.

18 63. California Labor Code § 2802, requires RPI to “indemnify his or her employees for
19 all necessary expenditures or losses incurred by the employee in direct consequence of the
20 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
21 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
22 unlawful”. Cal Lab Code § 2802.

23 64. With respect to requiring employees to utilize their personal cellular telephones for
24 the company’s business, the court in Cochran v. Schwan’s Home Service, 228 Cal. App. 4th 1137
25 (2014) held that, “when employees must use their personal cell phones for work-related
26 calls, Labor Code § 2802 requires the employer to reimburse them. Whether the employees have
27 cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a
28 reasonable percentage of their cell phone bills.” Id. at 1140.

65. RPI has had a companywide policy and practice of not reimbursing necessarily incurred business expenses and as a result has violated California Labor Code § 2802. Here, RPI has had companywide practice of requiring its California based non-exempt hourly employees to send and respond to work communications and perform work related task with their personal cellular telephones and other cellular devices (which used their personal data and service plans), during the workday and after the workday while off the clock and without reimbursement. If Representative Plaintiff and the other Class and PAGA Members did not respond to work related communications sent directly to their personal cellular telephones and cellular devices they could be reprimanded, face negative performance reviews, and potentially be denied promotions, raises or be terminated as a result.

66. Additionally, Representative Plaintiff and the other Class and PAGA Members were at times required to use their personal vehicles to carry supplies between buildings or otherwise use their personal vehicles without reimbursement for mileage or any of the costs associated with the use of their personal vehicles.

67. During the Class Period Representative Plaintiff and the other Class and PAGA Members have been required to personally incur and pay for these business expenses, including the use of their personal cellular telephones and personal vehicles, in the discharge of their employment duties, all without reimbursement from RPI.

68. RPI has a policy of regularly and consistently refusing to reimburse Representative Plaintiff and the Class Members for all necessarily incurred business expenses, in violation of California law.

SECOND CAUSE OF ACTION

**FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF
LABOR CODE §§ 204, 210, 558, 1194, 1194.2, 1182.12, 1197, 1197.1, 1198, 1199 AND THE
WAGE ORDERS.**

(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

69. Plaintiff realleges each paragraph of this Complaint as though fully set forth.

70. California Labor Code §§ 204, 210, 558, 1182.12, 1194, 1194.2, 1197, 1197.1,

1 1198, 1199 and the IWC wage orders makes it unlawful to require or suffer any employee to work
2 without compensation for that time spent working under the employer's control and to not timely
3 pay for that earned compensation.

4 71. At all relevant times, RPI has had the consistent practice of not paying
5 Representative Plaintiff and the other Class and PAGA Members for all work done for or at the
6 direction of RPI. RPI has had a companywide practice of requiring Representative Plaintiff and
7 the other Class and PAGA Members to send and respond to work related communications while
8 Representative Plaintiff and the other Class and PAGA Members were off the clock. At times RPI
9 would assign work related tasks in these communications with resulted in further off the clock
10 work. RPI did not compensate Representative Plaintiff and the other Class and PAGA Members
11 for the time they spent working off the clock at RPI's direction.

12 72. At all relevant times, RPI has had the consistent practice of requiring its non-
13 exempt employees to work off the clock, by going through security screenings, Covid-19
14 screenings, attend trainings and orientations, attend certain meetings, performing both pre and post
15 shift activities off the clock, and donning and doffing protective gear off the clock without
16 compensation. Representative Plaintiff and the other Class and PAGA Members were also denied
17 at least minimum and the correct legal wages for all work performed due to RPI's practices of time
18 shaving, rounding, and automatic deduction policies, in addition to RPI's practice of making hand
19 edits to deduct time worked from its employees' timecards.

20 73. As a result of RPI's unlawful conduct, Representative Plaintiff and the Class
21 Members have suffered damages in an amount, subject to proof, to the extent they were not paid
22 all wages due. Plaintiff and the Class Members have been deprived of full compensation for work
23 performed in amounts to be determined at trial, and are entitled to the recovery of such amounts,
24 plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code sections
25 218.5, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

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THIRD CAUSE OF ACTION
FAILURE TO PAY WAITING TIME PENALTIES IN VIOLATION OF
LABOR CODE §§ 201-203

(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

74. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

75. California Labor Code § 201 requires an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge.

76. California Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon separation from employment, as required by either Sections 201 or 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to 30 workdays.

77. As discussed herein, RPI has willfully failed and refused to timely pay all wages to Representative Plaintiff and the other Class and PAGA Members whose employment terminated both as its own practice, and as a result of its extensive unlawful policies. As a result, RPI is liable to Representative Plaintiff and the Class Members for waiting time penalties, together with costs, under Labor Code § 203.

78. As a result of RPI's unlawful conduct, Representative Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid all wages due each pay period. The precise amount of unpaid wages and waiting time penalties are not presently known to Representative Plaintiff but can be determined according to proof and RPI's records.

FOURTH CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 204, 210, 510,
558, 1194, 1197, 1198 AND THE WAGE ORDERS

(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

79. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

1 80. Labor Code section 204, 210, 510, 1194, 1197, 1198 and the IWC Wage Orders
2 require that employees must be timely paid one half their regular hourly rate of pay for all hours
3 worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first
4 eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek. Furthermore,
5 employees must be paid two times their regular hourly rate for all hours worked in excess of
6 twelve (12) hours in a workday and for all hours worked in excess of eight (8) hours on the
7 seventh (7th) consecutive day of work in a workweek.

8 81. As discussed herein, Representative Plaintiff and the other Class and PAGA
9 Members were not paid all earned overtime and not paid overtime at their regular rate of pay.
10 Examples of this include, but are not limited to, RPI's consistent policies of not paying overtime
11 after 40 hours worked in a workweek, not pay overtime for work performed on the seventh
12 consecutive day of work in a workweek, unlawful time rounding and shaving, unlawful automatic
13 deduction of time worked, secret hand edits to employee timecards, unpaid off the clock activities,
14 and not paying overtime at its employees' regular rate of pay by failing to include non-
15 discretionary bonuses and all non-hourly forms of compensation into the regular rate of pay.
16 These policies have resulted in, and continue to result in, a vast and systematic theft of overtime
17 wages from Representative Plaintiff and the other Class and PAGA Members, as well as derivative
18 violations of the Labor Code.

19 82. As a result of RPI's practices, Representative Plaintiff and the other Class and
20 PAGA Members have been deprived of all overtime wages owed to them.

21 83. RPI's pattern, practice and uniform administration of its policy and practice to not
22 timely pay Plaintiff and the Class all earned overtime wages, is unlawful and creates entitlements
23 pursuant to Labor Code sections 1194, 1194.2, 1197.1, 1199, Cal. Code of Reg. § 11090 and IWC
24 Wage Orders. Plaintiff and the Class are entitled to recover from RPI, penalties, withheld wages,
25 liquidated damages, interest, reasonable attorneys' fees and costs of suit.

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FIFTH CAUSE OF ACTION
FAILURE TO MAINTAIN ACCURATE RECORDS IN VIOLATION OF LABOR CODE
§§ 226, 432, 1174(D), 1198.5 AND THE WAGE ORDERS;
(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

84. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

85. Labor Code §§ 226, 432, 1174(D), 1198.5 and the IWC Wage Orders require employers to keep accurate employment records, including accurate time and payroll records showing daily hours worked and all wages paid for that time worked.

86. At all relevant times, Plaintiff is informed and believes that it is RPI's knowing uniform practice and procedure not keep accurate records as required by law. RPI does not keep accurate time records, wage statements, or other employee records as required by law, both as an intentional practice to avoid responsibility for its wage theft and as a result of the myriad of Labor Code violations described herein. Furthermore, RPI has a routine policy and practice of ignoring employee record requests made under any Labor Code section, including but not limited to, Labor Code §§ 1198.5, 432, and 226(b). When RPI does rarely provide its employees with requested records those productions are incomplete, contained false records, or are untimely.

87. RPI's pattern, practice and uniform administration of its policy and practice to not keep accurate records is unlawful and creates entitlements including penalties pursuant to Labor Code sections §§ 226, 1174(D), and 1198.5.

SIXTH CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS AND REST BREAKS IN VIOLATION OF
LABOR CODE §§ 226.7, 512, CAL. CODE. REG. TITLE 8, 11070 AND THE WAGE
ORDERS

(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

88. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

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1 89. California Labor Code § 226.7, 512, and the IWC Wage Orders provide that no
2 employer shall employ an employee for a work period of more than five (5) hours without
3 providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all
4 of his or her duties. In addition, An employer shall not employ an employee for a work period of
5 more than 10 hours per day without providing the employee with a second meal period of not less
6 than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal
7 period may be waived by mutual consent of the employer and the employee only if the first meal
8 period was not waived.

9 90. California Labor Code § 226.7 and the IWC Wage Orders require that employers
10 provide ten (10) minutes net rest time per four (4) hours worked or major fraction thereof, and that
11 those 10 minute breaks must be paid.

12 91. Under Labor Code § 2267, Representative Plaintiff and the Class Members are
13 entitled to one (1) hours worth of premium wages, paid at their regular rate of pay, for each day in
14 which they were not provided with a legally adequate meal period and/or rest break.

15 92. As described herein, during her employment with RPI, Representative Plaintiff and
16 the other Class and PAGA Members regularly worked in excess of 5 hours without being afforded
17 timely, uninterrupted duty-free thirty (30) minute meal period for every five (5) hours of work and
18 ten (10) hours worked, in which they were not relieved of all duties as required by Labor Code
19 sections 226.7, 512, 1198 and IWC Wage Orders. Additionally, as described herein,
20 Representative Plaintiff and the other Class and PAGA Members were not provided with legally
21 adequate off duty rest breaks as required by Labor Code sections 226.7, 1198 and IWC Wage
22 Orders.

23 93. As discussed herein, RPI's uniform unlawful practices and procedures include but
24 are not limited to: not permitting it employees to leave the premises during their meal periods and
25 rest breaks, requiring its employees to tend to or monitor machinery and factory lines while on
26 meal periods and rest breaks, requiring its employees to wait until a factory line has finished
27 before it allows breaks of any kind, never providing second or third meal periods regardless of the
28 amount of time worked, requiring all employees to be ready to return at a moments notice, and

1 never paying premiums at their employees' regular rate of pay.

2 94. As a result of the unlawful acts of RPI, Plaintiff and the Class have been deprived
3 of wages and/or other compensation in amounts to be determined at trial, and are entitled to
4 recover such amounts from RPI, plus interest thereon, attorneys' fees, and costs of suit.

5 95. As a direct and proximate result of RPI's violation of Labor Code section 226.7 and
6 the IWC Wage Orders, Plaintiff and the Class Members have suffered irreparable harm and
7 monetary damages. Plaintiff seeks damages and all other relief allowable including premium pay
8 at the regular rate of pay for each workday during which Plaintiff and the Class Members were not
9 provided legally adequate meal periods and rest breaks, attorney's fees, and prejudgment interest.

10 96. Plaintiff and Class Members also are entitled to one (1) hour of pay at their regular
11 rate of pay for each day that they were not provided a legally adequate meal period and/or rest
12 break.

13 SEVENTH CAUSE OF ACTION

14 FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN VIOLATION OF 15 LABOR CODE § 226

16 (Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

17 97. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs
18 as though fully set forth herein.

19 98. Section 226(a) of the California Labor Code requires RPI to provide accurate
20 itemized wage statements at the time of payment of wages which include, but are not limited to,
21 the following: the correct gross wages earned; the correct total time worked by the employee; the
22 correct net wages earned; the inclusive dates of the period for which the employee is paid; and all
23 applicable hourly rates in effect during the pay period and the corresponding correct total number
24 of hours worked at each hourly rate by the employee.

25 99. Representative Plaintiff contends that she and the Class and PAGA Members have
26 been injured by RPI's failure to provide all of the requisite information on its itemized wage
27 statements in that such failure, *inter alia*, masks possible and actual underpayments to RPI's
28 employees described herein, including but not limited to those caused by RPI's of time shaving,

1 rounding, and automatic deduction policies. RPI formatting its wage statements to make it
2 difficult for RPI's employees to verify that they have in fact been paid the proper amounts owing
3 for all hours worked. Said conduct was done knowingly and intentionally since RPI is aware of
4 California law, and said conduct was enacted with the design to harm Representative Plaintiff and
5 the Class Members.

6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE § 204 AND THE**
8 **WAGE ORDERS**

9 **(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)**

10 100. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs
11 as though fully set forth herein.

12 101. Labor Code § 204 requires employers to timely pay all wages for work performed
13 in the first half and second halves of each month via regular paydays which must occur at least
14 twice a month.

15 102. As discussed herein, Representative Plaintiff and the other Class and PAGA
16 Members were not timely paid all earned wages and overtime on regularly scheduled bi-monthly
17 paydays as required by Labor Code § 204. As its own policy, Robinson often failed to pay
18 Representative Plaintiff and the other Class and PAGA Members regularly and timely all wages
19 owed to them, including but not limited to minimum, straight, overtime, double, and premium
20 wages.

21 103. RPI's pattern, practice and uniform administration of its policy and practice to not
22 timely pay Plaintiff and the Class all earned overtime wages, is unlawful and creates entitlements
23 pursuant to Labor Code sections 1194, 1194.2, 1197.1, 1199, Cal. Code of Reg. § 11090 and IWC
24 Wage Orders. Plaintiff and the Class are entitled to recover from RPI, penalties, withheld wages,
25 liquidated damages, interest, reasonable attorneys' fees and costs of suit.

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**NINTH CAUSE OF ACTION
UNLAWFUL BUSINESS PRACTICES**

IN VIOLATION OF BUS. & PROF. CODE § 17200, *ET SEQ.*

(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

104. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

105. RPI's failure to correctly pay the legal wages and failure to reimburse employees for all necessary business expenses incurred in the case on their job constitute unlawful activity prohibited by Business and Professions Code section 17200, *et seq.*, including but not limited to Sections 17200, 17202, and 17203.

106. The actions of RPI in failing to pay Representative Plaintiff and the Class Members in a lawful manner as alleged herein constitute false, unfair, fraudulent and/or deceptive business practices, within the meaning of Business and Professions Code section 17200, *et seq.*

107. As a result of its unlawful acts, RPI has reaped and continues to reap unfair benefits at the expense of Representative Plaintiff and the Class Members. RPI should be enjoined from this activity and made to disgorge these ill-gotten gains and restore to Representative Plaintiff and Class Members the wrongfully withheld wages and reimbursement for business expenses pursuant to Business and Professions Code section 17203. Representative Plaintiff is informed and believes, and thereon alleges that RPI has been unjustly enriched through its unlawful activities described herein, including but not limited to its failure to pay all wages, provide meal periods and rest breaks, wage theft, failure to keep accurate records, and failure to properly reimburse necessary business expenses.

108. Representative Plaintiff is informed and believes, and thereon alleges, that she and the Class Members are prejudiced by RPI's unfair practices.

109. As a direct and proximate result of the unfair business practices of RPI, Representative Plaintiff and the Class Members are entitled to equitable and injunctive relief, including full restitution and/or disgorgement of all wages/premiums/business expenses, which have been unlawfully withheld from Representative Plaintiff and the Class Members, as a result of

1 the business acts and practices described therein and enjoin RPI to cease and desist from engaging
2 in the practices described therein.

3 110. The illegal conduct alleged herein is believed to be continuing, and there is no
4 indication that RPI will not continue such activity into the future. Representative Plaintiff alleges
5 that if RPI is not enjoined from the conduct set forth in this complaint, they will continue to fail to
6 pay all wages, and will continue to fail to provide reimbursement for necessary business expenses
7 as described herein.

8 **TEENTH CAUSE OF ACTION**

9 **VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR**

10 **CODE §§ 2698 ET SEQ.**

11 **(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)**

12 111. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
13 fully set forth herein.

14 112. For at least one (1) year prior to the filing of Plaintiff's initial PAGA notice with the
15 LWDA on February 25, 2021, RPI has had the consistent and unlawful practices described in
16 Plaintiff's PAGA notice letters filed on February 25, 2021, May 22, 2023, and September 22, 2023.

17 113. For at least one (1) year prior to the filing of Plaintiff's initial PAGA notice with the
18 LWDA, as a pattern and practice RPI's has failed to: (i) reimburse all business expenses in
19 violation of Labor Code § 2802; (ii) pay minimum wages in violation of California Labor Code
20 §§ 558, 1194, 1194.2, 1197, 1197.1 and 1198, 1199 and the IWC Wage Orders; (iii) pay waiting
21 time penalties in violation of Labor Code §§ 201-203; (iv) pay overtime wages in violation of
22 Labor Code §§ 510, 558, 1194, 1198 and the IWC Wage Orders; (v) maintain accurate records in
23 violation of Labor Code §§ 226, 432, 1174(d) and the IWC Wage Orders; (vi) provide meal
24 periods and rest breaks in violation of Labor code §§ 226.7, 512, Cal. Code. Reg. Title 8, 11070
25 and the IWC Wage Orders; (vii) provide accurate wage statements in violation of Labor Code
26 § 226; (viii) failed to timely pay all wages in violation of Labor Code § 204; (ix) failed to provide
27 sick days, adequately pay sick days, keep records of sick days, and provide sick day information
28 and documents in violation of Labor Code §§ 246 and 247.5; and (x) failed to provide sufficient

1 heating, cooling, and ventilation in violation of Labor Code § 1198 and the IWC Wage Orders.

2 114. California Labor Code section 2698 *et. seq.* provides employees with a private right
3 of action to remedy an employer's failure to comply with Labor Code sections designated in Labor
4 Code section 2699.5. As described here in, and in Representative Plaintiff's PAGA notice letters
5 filed February 25, 2021 and May 22, 2023, RPI has violated Labor Code §§ 201, 201.3, 202, 203,
6 204, 204.1, 204.11, 205, 205.5, 210, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.6, 226.7,
7 245, 246, 247-249, 256, 432, 432.5, 432.7, 510, 512, 516, 551, 552, 558, 558.1, 1024.5, 1174,
8 1175, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198, 1771, 1774, 1776, 1811, 1815,
9 2802, and the California Code of Regulations, Title 8, section 11000 *et seq.* Representative
10 Plaintiff's PAGA notice letters filed February 25, 2020, May 22, 2023, and September 22, 2023
11 are incorporated by reference. These sections are provided for under Labor Code section 2699.5.
12 Penalties for violations under Labor Code section 2699(f)(2) are one hundred dollars (\$100.00) for
13 each aggrieved employee per pay period for the initial violation, and two hundred dollars
14 (\$200.00) per subsequent violation for each aggrieved employee per pay period where the Labor
15 Code does not already provide a penalty.

16 115. Plaintiff has exhausted the administrative prerequisites to file a claim under Labor
17 Code section 2698 *et seq.* by sending notice to the California Labor Workforce and Development
18 Agency ("LWDA") online filing system on February 25, 2021, May 22, 2023, and September 22,
19 2023 along with a certified copy to RPI. It has been over 65 days since the exhaustion and
20 Plaintiff has not received confirmation from the LWDA that it will not investigate the complaint
21 within the time limits set forth in Labor Code section 2699.3(a)(2).

22 **INDIVIDUAL ACTION: CAUSES OF ACTION**

23 **ELEVENTH CAUSE OF ACTION**

24 **SEXUAL ASSAULT AND INTIMIDATION BY VIOLENCE IN VIOLATION OF** 25 **CALIFORNIA CIVIL CODE SECTIONS 51.7 AND 52 *ET SEQ.***

26 **(Plaintiff against all Defendants and Does 1 through 20, Inclusive)**

27 116. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
28 fully set forth herein.

1 117. California law prohibits sexual harassment and sexual assault both inside and
2 outside the workplace. As set forth in greater detail above, defendant RPI, by and through its
3 managerial employees and managing agents including defendant Tommy, are charged with
4 committing sexual assault against Plaintiff. Defendants ratified and aided the sexual assaults
5 committed against Plaintiff and ensured that Tommy would face no real consequences for the
6 complained of assaults so that he could continue his assaults on Plaintiff. Furthermore, Defendant
7 RPI aided Tommy's sexual harassment and sexual assault by ordering Plaintiff into one-on-one
8 situations alone with Tommy.

9 118. At all times herein, Tommy was acting as an agent of RPI and within the scope of
10 his employment with RPI.

11 119. On multiple occasions Plaintiff was placed in extreme apprehension and fear of
12 offensive contact when Tommy physically and sexually assaulted Plaintiff by grabbing her hands,
13 rubbing his hands against her thighs, stroking his hands against her hips, touching her legs, and
14 roughly slapping her on the buttocks all without Plaintiff's consent and over Plaintiff's repeated
15 and forceful objections. Each time Tommy physically and sexually assaulted Plaintiff, Tommy did
16 so knowingly and intentionally with the intent to cause a harmful or offensive sexual contact with
17 Plaintiff.

18 120. Plaintiff was emotionally and physically harmed by Tommy's assaults. In
19 conjunction with the ongoing sexual assault, sexual harassment, and abusive conduct towards
20 Plaintiff, it was clear that Tommy intended to cause harm to Plaintiff.

21 121. As a direct, legal, and foreseeable result of the wrongful acts of Tommy, Plaintiff
22 has been harmed in that Plaintiff has suffered extreme depression and anxiety, suffered fear, loss
23 of self-esteem, post-traumatic stress and other physical, emotional, mental and psychological
24 ailments, for which she will incur medical expenses. Plaintiff is thereby entitled to general and
25 compensatory damages in amounts to be proven at trial.

26 122. The conduct of RPI, and/or its agents/employees as described herein, was willful,
27 malicious, oppressive, and done with a willful and conscious disregard for Plaintiff's rights and for
28 the deleterious consequences of Tommy's actions. RPI, and/or its agents/employees or

1 supervisors, authorized, condoned, and ratified the unlawful conduct of Tommy. Consequently,
2 Plaintiff is entitled to punitive damages against each of said the Defendants.

3 123. As a result of Defendants' violation of California Civil Code section 51.7, Plaintiff
4 is entitled, pursuant to California Civil Code section 52(b)(2), to a mandatory civil penalty of
5 twenty-five thousand dollars (\$25,000) to be paid to Plaintiff by each defendant for each act of
6 sexual violence and/or intimidation. As a further result of Defendants' violation of California
7 Civil Code section 51.7, Plaintiff is also entitled to attorney's fees as may be determined by the
8 Court under California Civil Code section 52(b)(3).

9 **TWELFTH CAUSE OF ACTION**

10 **SEXUAL ASSAULT AND BATTERY IN VIOLATION OF CALIFORNIA CIVIL CODE**

11 **SECTION 1708.5.**

12 **(Plaintiff against all Defendants and Does 1 through 20, Inclusive)**

13 124. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully
14 set forth herein.

15 125. California law prohibits sexual harassment and sexual assault both inside and
16 outside the workplace. FEHA protects workers and applicants who have suffered sexual
17 harassment and sexual assault in the workplace. As set forth in greater detail above, Defendant
18 RPI, by and through its managerial employees and managing agents including defendant Tommy,
19 are charged with committing sexual assault against Plaintiff. Defendants ratified and aided the
20 sexual assaults committed against Plaintiff and ensured that Tommy would have opportunities to
21 sexually harass and sexually assault Plaintiff and that Tommy would face no real consequences for
22 the complained of assaults and harassment.

23 126. Tommy intended to and did cause harmful and offensive sexual contact with
24 Plaintiff's body, including but not limited to her legs, hips, and thighs, on numerous occasions. The
25 acts of Tommy resulted in sexually offensive contact and at no time did Plaintiff consent to any of
26 the acts of Tommy as alleged herein.

27 127. On multiple occasions Plaintiff was placed in extreme apprehension and fear of an
28 offensive contact when Tommy physically and sexually assaulted Plaintiff by grabbing her hands,

1 rubbing his hands against her thighs, stroking his hands against her hips, touching her legs, and
2 roughly slapping her on the buttocks all without Plaintiff's consent and over Plaintiff's repeated
3 and forceful objections. Each time he physically and sexually assaulted Plaintiff, Tommy did so
4 knowingly and intentionally with the intent to cause a harmful or offensive sexual contact with
5 Plaintiff.

6 128. Plaintiff was emotionally and physically harmed by Tommy's assaults. In
7 conjunction with the ongoing sexual assault, sexual harassment, and abusive conduct towards
8 Plaintiff, it was clear that Tommy intended to cause harm to Plaintiff.

9 129. As a direct, legal, and foreseeable result of the wrongful acts of Tommy, Plaintiff
10 has been harmed in that Plaintiff has suffered extreme depression and anxiety, suffered fear, loss of
11 self-esteem, post-traumatic stress and other physical, emotional, mental and psychological
12 ailments, for which she will incur medical expenses. Plaintiff is thereby entitled to general and
13 compensatory damages in amounts to be proven at trial.

14 130. RPI as Tommy's employer, is vicariously liable for Tommy's actions. RPI knew or
15 should have known that such an act took place at the workplace, specifically given Plaintiff's
16 numerous and direct complaints to RPI management.

17 131. The conduct of RPI, and/or its agents/employees as described herein, was willful,
18 malicious, oppressive, and done with a willful and conscious disregard for Plaintiff's rights and for
19 the deleterious consequences of Tommy's actions. RPI, and/or its agents/employees or
20 supervisors, authorized, condoned, and ratified the unlawful conduct of Tommy. Consequently,
21 Plaintiff is entitled to punitive damages against each of said the Defendants.

22 132. Plaintiff seeks an award of general damages, special damages, exemplary damages,
23 costs and punitive damages in an amount to be determined according to proof at trial.

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THIRTEENTH CAUSE OF ACTION
SEXUAL HARASSMENT AND HOSTILE WORK ENVIRONMENT IN VIOLATION OF
CALIFORNIA GOVERNMENT CODE SECTION 12940 *ET SEQ.*

(Plaintiff against all Defendants and Does 1 through 20, Inclusive)

133. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though fully set forth herein.

134. At all relevant time periods RPI was an employer within the meaning of California Government Code section 12926(d), and as such is barred from permitting harassment of an employee on the basis of sex.

135. Defendants created and permitted a hostile work environment for Plaintiff making the conditions of her employment intolerable in direct contravention of various statutes and state law decisions, including but not limited to California Government Code section 12940(j). Plaintiff was subjected to sexual harassment, sexual assault, and a hostile work environment by subjecting Plaintiff to, and refusing and failing to protect Plaintiff from, RPI's managers, agents, and supervisors with respect to the sexual harassment and sexual assault as detailed herein.

136. The continuous sexual harassment and sexual assaults as described herein were sufficiently pervasive and severe as to alter the conditions of employment and to create a hostile and abusive work environment. RPI, its managers, principles, and supervisors had a duty to take all complaints of sexual harassment and sexual assault seriously and breached that duty. Specifically, RPI and its managers, principles, and supervisors refused to act after numerous complaints of sexual harassment and assault were lodged by Plaintiff. By refusing to investigate and take immediate corrective action in response to complaints of the ongoing sexual harassment and sexual assault of Tommy against Plaintiff RPI encouraged a hostile work environment to female employees and ratified the sexually harassing conduct of Tommy. Furthermore, the inaction by RPI allowed Tommy to continue his outrageous behavior towards Plaintiff, in fact Defendants aided Tommy's behavior as described above.

137. As a direct, legal, and foreseeable result of the wrongful acts of Defendants, Plaintiff has been harmed in that Plaintiff has suffered extreme depression and anxiety, suffered

1 fear, loss of self-esteem, post-traumatic stress and other physical, emotional, mental and
2 psychological ailments, for which she will incur medical expenses. Plaintiff is thereby entitled to
3 general and compensatory damages in amounts to be proven at trial.

4 138. All Defendants committed the acts alleged herein willfully, maliciously,
5 fraudulently and oppressively with the wrongful intentions of injuring Plaintiff, from a willful
6 improper motive amounting to malice, and in conscious disregard of Plaintiff's rights and for the
7 deleterious consequences of the Defendants' actions.

8 139. At all times herein, the aforementioned acts of oppression, fraud or malice were
9 authorized and/or ratified, with advance knowledge and conscious disregard, by Defendants and
10 their respective agents, officers, supervisors and/or managers. Consequently, Plaintiff is entitled to
11 punitive damages against Defendants.

12 140. As a result of the Defendants' harassing acts as alleged herein, Plaintiff is entitled
13 to reasonable attorneys' fees and costs of suit as provided by California Government Code section
14 12965(b).

15 **FOURTEENTH CAUSE OF ACTION**

16 **FAILURE TO PREVENT SEXUAL HARASSMENT IN VIOLATION OF**

17 **CALIFORNIA GOVERNMENT CODE SECTION 12940(k).**

18 **(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)**

19 141. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
20 fully set forth herein.

21 142. At all times herein, Government Code§ 12940 (k), was in full force and effect and
22 binding on RPI and/or DOES 1-10. This statute required RPI to take all reasonable steps necessary
23 to prevent discrimination, harassment and retaliation from occurring.

24 143. At all times herein, RPI knew or reasonably should have known that the sexually
25 harassing conduct and sexual assault alleged herein would and did proximately cause the physical
26 and emotional distress to Plaintiff as alleged above.

27 144. At all times herein, RPI had the power, ability, authority, and duty to cease the
28 conduct alleged above and to intervene to prevent or prohibit such conduct.

1 145. In violation of California Government Code section 12940(k), RPI through its
2 officers, managing agents and/or supervisors, failed to take all reasonable steps necessary to
3 prevent the above-alleged sexual harassment from occurring.

4 146. As a direct, legal, and foreseeable result of the wrongful acts of RPI, Plaintiff has
5 been harmed in that Plaintiff has suffered extreme depression and anxiety, suffered fear, loss of
6 self-esteem, post-traumatic stress and other physical, emotional, mental and psychological
7 ailments, for which she will incur medical expenses. Plaintiff is thereby entitled to general and
8 compensatory damages in amounts to be proven at trial.

9 147. At all times herein, the aforementioned acts of oppression, fraud or malice were
10 authorized and/or ratified, with advance knowledge and conscious disregard, by RPI and its agents,
11 officers, supervisors and/or managers. Consequently, Plaintiff is entitled to punitive damages
12 against RPI.

13 148. As a result of the RPI's harassing acts as alleged herein, Plaintiff is entitled to
14 reasonable attorneys' fees and costs of suit as provided by California Government Code section
15 12965(b).

16 **FIFTEENTH CAUSE OF ACTION**

17 **RETALIATION IN VIOLATION OF GOVERNMENT CODE**

18 **SECTIONS 12940, *ET SEQ.***

19 **(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)**

20 149. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
21 fully set forth herein.

22 150. At all times herein mentioned California Government Code sections 12940, *et seq.*,
23 were in full force and effect and were binding on RPI. These sections require RPI to refrain from
24 retaliating against an employee for reporting sexual harassment, sexual assault and/or complaining
25 about unlawful conduct of Defendants in violation of FEHA.

26 151. After making numerous complaints about the sexual harassment and sexual assault
27 to RPI, RPI's managers, and Plaintiff's supervisors at RPI, RPI failed to do anything to protect
28 Plaintiff against the ongoing and pervasive sexual harassment and sexual assault she was

1 experiencing in the RPI workplace. Instead, RPI made it clear that its policy would be to protect
2 Plaintiff's assailant Tommy and that no meaningful punishment or deterrent would be offered in
3 response to his ongoing sexual harassment and sexual assault. As a consequence of Plaintiff's
4 complaints of sexual harassment and sexual assault in the workplace, Plaintiff was told that she
5 needed to stay away from Tommy, and that Tommy would receive no substantive punishment for
6 his illegal behavior. Meanwhile, Tommy retained authority over Plaintiff and could approach
7 Plaintiff at any time to continue his illegal behavior with impunity. With this clear statement of
8 RPI's policy, and that Plaintiff would never be safe in the RPI workplace, Plaintiff was
9 constructively discharged in retaliation for the protected activity of reporting the sexual harassment
10 and sexual assault committed against her by one of RPI's high ranking managers, Tommy.

11 152. As a proximate result of RPI's willful, knowing and intentional wrongful
12 termination against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future,
13 according to proof.

14 153. As a proximate result of the above-mentioned wrongful termination Plaintiff has
15 suffered emotional distress, physical and mental injuries and general damages, past and future, in a
16 sum according to proof.

17 154. As a proximate result of the above-mentioned wrongful termination, Plaintiff has
18 incurred and will continue to incur, attorneys' fees and costs.

19 155. RPI and/or DOES 1-20, and each of them, have committed the acts herein alleged
20 maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper
21 and intentional motive amounting to malice and conscious disregard of Plaintiff's rights.
22 Accordingly, Plaintiff requests the assessment of punitive damages against RPI, in an amount
23 appropriate to punish and make an example of them.

24 SIXTEENTH CAUSE OF ACTION

25 RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5.

26 (Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

27 156. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
28 fully set forth herein.

1 157. At all times herein mentioned California Labor Code section 1102.5, was in full
2 force and effect and were binding on RPI. This section makes it unlawful for RPI to retaliate
3 against an employee for reporting an illegal act, including sexual harassment and sexual assault,
4 either to a governmental entity, and/or a supervisor or manager within the workplace.

5 158. After making numerous complaints about the sexual harassment and sexual assault
6 to RPI, RPI's managers, and Plaintiff's supervisors at RPI, RPI failed to do anything to protect
7 Plaintiff against the ongoing and pervasive sexual harassment and sexual assault she was
8 experiencing in the RPI workplace. Instead, RPI made it clear that its policy would be to protect
9 Plaintiff's assailant Tommy and that no meaningful punishment or deterrent would be offered in
10 response to his ongoing sexual harassment and sexual assault. As a consequence of Plaintiff's
11 complaints of sexual harassment and sexual assault in the workplace, Plaintiff was told that she
12 needed to stay away from Tommy, and that Tommy would receive no substantive punishment for
13 his illegal behavior. Meanwhile, Tommy retained authority over Plaintiff and could approach
14 Plaintiff at any time to continue his illegal behavior with impunity. With this clear statement of
15 RPI's policy, and that Plaintiff would never be safe in the RPI workplace, Plaintiff was
16 constructively discharged in retaliation for the protected activity of reporting the sexual harassment
17 and sexual assault committed against her by one of RPI's high ranking managers, Tommy.

18 159. As a proximate result of RPI's willful, knowing and intentional wrongful
19 termination against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future,
20 according to proof.

21 160. As a proximate result of the above-mentioned wrongful termination Plaintiff has
22 suffered emotional distress, physical and mental injuries and general damages, past and future, in a
23 sum according to proof.

24 161. As a proximate result of the above-mentioned wrongful termination, Plaintiff has
25 incurred and will continue to incur, attorneys' fees and costs.

26 162. RPI and/or DOES 1-20, and each of them, have committed the acts herein alleged
27 maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper
28 and intentional motive amounting to malice and conscious disregard of Plaintiff's rights.

1 Accordingly, Plaintiff requests the assessment of punitive damages against RPI, in an amount
2 appropriate to punish and make an example of them.

3 **SEVENTEENTH CAUSE OF ACTION**

4 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

5 **(Plaintiff against all Defendants and Does 1 through 20, Inclusive)**

6 163. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
7 fully set forth herein.

8 164. The conduct of Defendants as alleged herein are extreme and outrageous and
9 exceed all standards of decency normally associated with a civilized society; such conduct was
10 intentional and malicious and done for the purpose of, or with reckless disregard for the substantial
11 probability of, causing Plaintiff to suffer humiliation, mental anguish and emotional and physical
12 distress.

13 165. Plaintiff did in fact suffer severe emotional distress as a direct and proximate result
14 of the above-described conduct.

15 166. As a direct and proximate result of the aforesaid unlawful acts of Defendants,
16 Plaintiff has been personally harmed in that Plaintiff has suffered extreme depression and anxiety,
17 suffered fear, humiliation, loss of self-esteem, post-traumatic stress and other physical, emotional,
18 mental and psychological ailments, for which she will incur medical expenses. Plaintiff has been
19 injured in mind and body all to Plaintiff's damage in an amount to be ascertained at the time of
20 trial and is thereby entitled to general and compensatory damages in amounts to be proven at trial.

21 167. At all times herein, the aforementioned acts of oppression, fraud or malice were
22 authorized and/or ratified, with advance knowledge and conscious disregard, by Defendants and
23 their respective agents, officers, supervisors and/or managers. Consequently, Plaintiff is entitled to
24 punitive damages against Defendants in an amount according to proof.

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EIGHTEENTH CAUSE OF ACTION
WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

168. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though fully set forth herein.

169. Under the laws of the state of California, an employer's right to terminate an at-will employee is subject to limits imposed by public policy whenever the basis of the discharge contravenes a fundamental public policy. Such public policy must inure to the benefit of the public at large and must be grounded in some statutory, regulatory, or constitutional provision.

170. At all times during Plaintiff's employment with RPI, a fundamental public policy against sexual harassment and sexual assault in the workplace place was, and is, set forth by the California State Constitution pursuant to Article 1, § 8, and affirmed by the California State Supreme Court in Rojo v. Kliger 52 Cal.3d 65, 90 (1990).

171. After Plaintiff's multiple complaints to RPI management and her supervisors regarding the ongoing sexual harassment and sexual assault ensured that RPI was aware of the ongoing sexual harassment and sexual assault committed by Tommy. Only after months of complaints did RPI commit to conducting a rushed sham investigation, conducted by one of Tommy's junior male subordinates instead of the Human Resources department. This sham investigation resulted in a single day suspension for Tommy despite there being no real doubt that the months of complained of sexual harassment and sexual assault in fact happened. After the conclusion of RPI's sham investigation, nothing changed in the RPI workplace and Tommy was still in a position of authority over Plaintiff and could still approach Plaintiff whenever he wanted to continue his sexually harassing behavior and ongoing sexual assaults. Due to this commitment by RPI to protect Tommy, who is the CEO's son, RPI made it impossible for Plaintiff to return to work in safety and without the constant fear of continued sexual harassment and sexual assault. RPI constructively terminated Plaintiff's employment by ensuring that she would never be safe from Tommy's sexual harassment and sexual assaults in the workplace.

///

172. As a proximate result of RPI's willful, knowing and intentional wrongful termination against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future, according to proof.

173. As a proximate result of the above-mentioned wrongful termination Plaintiff has suffered emotional distress, physical and mental injuries and general damages, past and future, in a sum according to proof.

174. As a proximate result of the above-mentioned wrongful termination, Plaintiff has incurred and will continue to incur, attorneys' fees and costs.

175. RPI and/or DOES 1-20, and each of them, have committed the acts herein alleged maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional motive amounting to malice and conscious disregard of Plaintiff's rights. Accordingly, Plaintiff requests the assessment of punitive damages against RPI, in an amount appropriate to punish and make an example of them.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment and penalties against Defendants, and each of them, as follows:

1. For general economic and non-economic damages according to proof;
2. For compensatory damages according to proof;
3. For lost past and future wages in an amount to be determined at trial;
4. For exemplary and punitive damages in an amount to be determined at trial;
5. For civil penalties against Defendant RPI for retaliation pursuant to California Labor Code section 1102.5;
6. For civil penalties against each Defendant for each act of sexual violence pursuant to California Civil Code section 52(b)(2);
7. For civil penalties against RPI pursuant to California Labor Code section 2698 *et seq.*;
8. For prejudgment interest pursuant to California Civil Code sections 3287, 3288 and where otherwise provided by law;

1 9. For costs of suit incurred herein and reasonable attorneys' fees pursuant to the
2 referenced statutes;

3 10. For wages pursuant to the California Labor Code;

4 11. For damages and/or penalties, an award of costs and reasonable attorney's fees
5 pursuant to the California Labor Code;

6 12. That RPI be found to have engaged in unfair competition in violation of California
7 Business and Professions Code section 17200, *et seq.*;

8 13. That RPI be ordered and enjoined to make restitution to Representative Plaintiff due
9 to their unfair competition, pursuant to California Business and Professions Code sections 17203
10 and 17204;

11 14. That Defendants further be enjoined to cease and desist from unfair competition in
12 violation of California Business and Professions Code section 17200, *et seq.*;

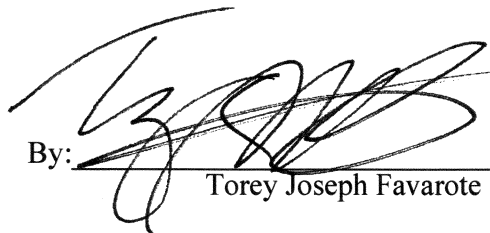
13 15. For attorneys' fees, interests and costs of suit pursuant to Labor Code sections
14 218.5, 1194(a), 2802, FEHA and Code of Civil Procedure section 1021.5;

15 16. For injunctive relief; and

16 17. For such other and further relief as the Court may deem just and proper.

17 Dated: December 1, 2023

GLEASON & FAVAROTE LLP
TOREY JOSEPH FAVAROTE

20
21 By: 

Torey Joseph Favarote

Attorneys for Representative Plaintiff
Amara O'Neill and those similarly situated

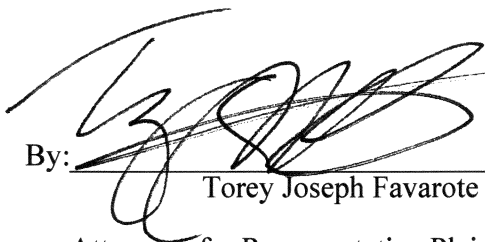
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: December 1, 2023

GLEASON & FAVAROTE LLP
TOREY JOSEPH FAVAROTE

By:  _____
Torey Joseph Favarote

Attorneys for Representative Plaintiff
Amara O'Neill and those similarly situated

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

KEVIN KISH, DIRECTOR

November 23, 2020

David Danning
4014 Long Beach blvd.
Long Beach, California 90807
Torey Favarote
4014 Long Beach blvd.
Long Beach, California 90807

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202011-11894723
Right to Sue: O'Neill / Robinson Pharma Inc. et al.

Dear David DanningTorey Favarote:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

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

KEVIN KISH, DIRECTOR

November 23, 2020

RE: Notice of Filing of Discrimination Complaint
DFEH Matter Number: 202011-11894723
Right to Sue: O'Neill / Robinson Pharma Inc. 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. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

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

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

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

November 23, 2020

Amara O'Neill
1295 Roosevelt Ln.
Laguna Beach, California 92651

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 202011-11894723
Right to Sue: O'Neill / Robinson Pharma Inc. et al.

Dear Amara O'Neill:

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective November 23, 2020 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

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

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

Sincerely,

Department of Fair Employment and Housing

In the Matter of the Complaint of
Amara O'Neill

Complainant,

Robinson Pharma Inc.
2811 S Harbor Blvd.
Santa Ana, California 92704

Tung AKA "Tommy" Nguyen
, California

Phuong Thao AKA "Anne" Pham
California

Elaine Pham
California

Respondents

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

2. Complainant is naming **Tung AKA "Tommy" Nguyen** as individual Co-Respondent(s).

Complainant is naming **Phuong Thao AKA "Anne" Pham** as individual Co-Respondent(s).

Complainant is naming **Elaine Pham** as individual Co-Respondent(s).

3. Complainant **Amara O'Neill**, resides in the City of **Laguna Beach**, State of **California**.

4. Complainant alleges that on or about **September 3, 2020**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, other, sexual harassment- hostile environment, sexual harassment- quid pro quo.

1 **Complainant experienced retaliation** because complainant reported or resisted any form
2 of discrimination or harassment, participated as a witness in a discrimination or harassment
3 complaint and as a result was asked impermissible non-job-related questions, other, denied
4 or forced to transfer.

4 **Additional Complaint Details:** Tung "Tommy" Nguyen, facilities manager at Robinson
5 Pharma Inc. ("RPI") and a supervisor of Ms. O'Neill, has ceaselessly attempted to pressure
6 Ms. O'Neill into a sexual relationship since the beginning of her employment with RPI.
7 Tommy Nguyen began by making lewd comments about Ms. O'Neill's body and asking
8 inappropriate questions about her relationship status, sexual history, and assumed sexual
9 activity. Whenever Ms. O'Neill would refuse and protest this behavior Tommy Nguyen
10 would retaliate by pressing his inappropriate questions and comments (often in front of other
11 co-workers and supervisors), deliberately attempting to make Ms. O'Neill uncomfortable and
12 embarrassed. These statements included comments and questions such as, Tommy
13 Nguyen saying he only needed Ms. O'Neill's help "at night," asking about Ms. O'Neill's use
14 of feminine hygiene products, and asking if Ms. O'Neill has sexual relations with a person
15 Tommy Nguyen assumed to be Ms. O'Neill's boyfriend. Tommy Nguyen would also make
16 sexual statements to Ms. O'Neill and make harassing and inappropriate comments, telling
17 Ms. O'Neill that "it is normal for married men to have girlfriends or mistresses to keep them
18 happy" and that Ms. O'Neill "could make him happy." Tommy Nguyen would follow this
19 behavior with unwanted physical sexual advances, grabbing Ms. O'Neill's hands, and
20 groping her legs, thighs and hips. Ms. O'Neill would vigorously protest, and rebuff Tommy
21 Nguyen's advances and the cycle would begin again, each time increasing the pressure on
22 Ms. O'Neill, and escalating the sexually harassing conduct, including starting rumors about
23 Ms. O'Neill and accusing her of being sexually promiscuous. Tommy Nguyen also sent
24 numerous inappropriate text messages to Ms. O'Neill's personal cell phone. Ms. O'Neill
25 complained to her managers and supervisors, including Phuong Thao Thi Pham ("Anne
26 Pham") and Luis Heredia numerous times but Robinson Pharma did nothing. Anne Pham is
27 a close personal friend of Tommy Nguyen and failed to escalate any of the complaints
28 against him to HR.

18 This cycle continued to escalate until it resulted in the most recent sexual assault against
19 Ms. O'Neill, in which Tommy Nguyen asked Ms. O'Neill to report to a cubicle in the "harbor
20 5" building, under the guise of work, and slapped her on the buttocks. Ms. O'Neill froze not
21 knowing what to do and Tommy Nguyen then made a show by winding up his arm in order
22 to slap her buttocks again, only much harder. Ms. O'Neill pushed his arm away, stopping
23 him, and had to yell at Tommy Nguyen to get him to back off, telling him twice that he should
24 never do that to her again. Ms. O'Neill then immediately ran away and broke down crying.
25 Ms. O'Neill promptly reported this incident to her manager Ms. Anne Pham, who did nothing
26 in response until Ms. O'Neill issued a follow up complaint. To add insult to injury Ms. O'Neill
27 was then told by Anne Pham that she needed to stay away from the assailant Tommy
28 Nguyen. RPI's leadership, including Elaine Phan, Tuong Nguyen (RPI's CEO and Tommy
Nguyen's father), and Van Nguyen (Head of HR and Tommy Nguyen's sister), failed to
impose any meaningful discipline and instead moved Ms. O'Neill out of her established work
area and projects and into another department. As a result of Tommy Nguyen's sexual
assault on her and RPI's failure to protect her within the workplace, Ms. O'Neill has needed

1 to seek professional medical help in order to deal with her severe emotional distress from
2 the traumatic events she experienced. Additionally, Ms. O'Neill has been unable to work as
3 a result of the extreme emotional distress, which has caused her to suffer financial hardship.
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1 VERIFICATION

2 I, **David Danning**, am the **Non-attorney advocate** in the above-entitled complaint. I
3 have read the foregoing complaint and know the contents thereof. The same is true
4 of my own knowledge, except as to those matters which are therein alleged on
information and belief, and as to those matters, I believe it to be true.

5 On November 23, 2020, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Long Beach, California**

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Complaint – DFEH No. 202011-11894723

28 Date Filed: November 23, 2020



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

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

November 30, 2020

David Danning
4014 Long Beach blvd.
Long Beach, California 90807
Torey Favarote
4014 Long Beach blvd.
Long Beach, California 90807

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202011-11894723
Right to Sue: / Robinson Pharma Inc.

Dear David DanningTorey Favarote:

Attached is a copy of your **amended** complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the DFEH. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing

1 **Complainant experienced retaliation** because complainant reported or resisted any form
2 of discrimination or harassment, participated as a witness in a discrimination or harassment
3 complaint and as a result was forced to quit, asked impermissible non-job-related questions,
4 other, denied or forced to transfer.

4 **Additional Complaint Details:** Tung "Tommy" Nguyen, facilities manager at Robinson
5 Pharma Inc. ("RPI") and a supervisor of Ms. O'Neill, has ceaselessly attempted to pressure
6 Ms. O'Neill into a sexual relationship since the beginning of her employment with RPI.
7 Tommy Nguyen began by making lewd comments about Ms. O'Neill's body and asking
8 inappropriate questions about her relationship status, sexual history, and assumed sexual
9 activity. Whenever Ms. O'Neill would refuse and protest this behavior Tommy Nguyen
10 would retaliate by pressing his inappropriate questions and comments (often in front of other
11 co-workers and supervisors), deliberately attempting to make Ms. O'Neill uncomfortable and
12 embarrassed. These statements included comments and questions such as, Tommy
13 Nguyen saying he only needed Ms. O'Neill's help "at night," asking about Ms. O'Neill's use
14 of feminine hygiene products, and asking if Ms. O'Neill has sexual relations with a person
15 Tommy Nguyen assumed to be Ms. O'Neill's boyfriend. Tommy Nguyen would also make
16 sexual statements to Ms. O'Neill and make harassing and inappropriate comments, telling
17 Ms. O'Neill that "it is normal for married men to have girlfriends or mistresses to keep them
18 happy" and that Ms. O'Neill "could make him happy." Tommy Nguyen would follow this
19 behavior with unwanted physical sexual advances, grabbing Ms. O'Neill's hands, and
20 groping her legs, thighs and hips. Ms. O'Neill would vigorously protest, and rebuff Tommy
21 Nguyen's advances and the cycle would begin again, each time increasing the pressure on
22 Ms. O'Neill, and escalating the sexually harassing conduct, including starting rumors about
23 Ms. O'Neill and accusing her of being sexually promiscuous. Tommy Nguyen also sent
24 numerous inappropriate text messages to Ms. O'Neill's personal cell phone. Ms. O'Neill
25 complained to her managers and supervisors, including Phuong Thao Thi Pham ("Anne
26 Pham") and Luis Heredia numerous times but Robinson Pharma did nothing. Anne Pham is
27 a close personal friend of Tommy Nguyen and failed to escalate any of the complaints
28 against him to HR.

18 This cycle continued to escalate until it resulted in the most recent sexual assault against
19 Ms. O'Neill, in which Tommy Nguyen asked Ms. O'Neill to report to a cubicle in the "harbor
20 5" building, under the guise of work, and slapped her on the buttocks. Ms. O'Neill froze not
21 knowing what to do and Tommy Nguyen then made a show by winding up his arm in order
22 to slap her buttocks again, only much harder. Ms. O'Neill pushed his arm away, stopping
23 him, and had to yell at Tommy Nguyen to get him to back off, telling him twice that he should
24 never do that to her again. Ms. O'Neill then immediately ran away and broke down crying.
25 Ms. O'Neill promptly reported this incident to her manager Ms. Anne Pham, who did nothing
26 in response until Ms. O'Neill issued a follow up complaint. To add insult to injury Ms. O'Neill
27 was then told by Anne Pham that she needed to stay away from the assailant Tommy
28 Nguyen. RPI's leadership, including Elaine Phan, Tuong Nguyen (RPI's CEO and Tommy
Nguyen's father), and Van Nguyen (Head of HR and Tommy Nguyen's sister), failed to
impose any meaningful discipline and instead moved Ms. O'Neill out of her established work
area and projects and into another department. As a result of Tommy Nguyen's sexual
assault on her and RPI's failure to protect her within the workplace, Ms. O'Neill has needed

1 to seek professional medical help in order to deal with her severe emotional distress from
2 the traumatic events she experienced. Additionally, Ms. O'Neill has been unable to work as
3 a result of the extreme emotional distress, which has caused her to suffer financial hardship.
4 Ms. O'Neill's experiences at RPI and RPI's refusal to take sexual harassment and sexual
5 assault seriously have made it impossible for Ms. O'Neill to work for RPI any longer. Ms.
6 O'Neill cannot return to a workplace that let this happen to her, refused to rectify the
7 situation, and has done little to nothing to prevent future sexual harassment and sexual
8 assault.

1 VERIFICATION

2 I, **David Danning**, am the **Non-attorney advocate** in the above-entitled complaint. I
3 have read the foregoing complaint and know the contents thereof. The same is true
4 of my own knowledge, except as to those matters which are therein alleged on
information and belief, and as to those matters, I believe it to be true.

5 On November 30, 2020, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Long Beach, California**

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PROOF OF SERVICE

I, Thomas Steinhart, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 4014 Long Beach Blvd., Suite 300, Long Beach, CA 90807.

On December 1, 2023, I served a copy(ies) of the following document(s):

THIRD AMENDED CLASS ACTION AND PAGA COMPLAINT FOR DAMAGES AND PENALTIES

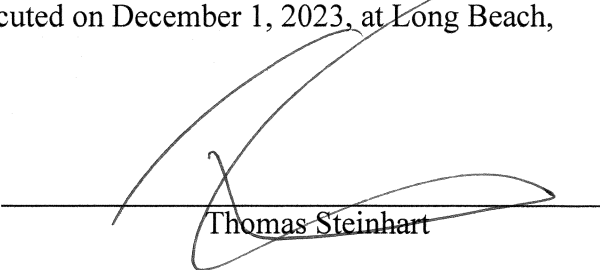
on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Attorney	Party(ies) Served	Method of Service
LAW OFFICE OF JARROD Y. NAKANO Jarrod Y. Nakano 4 Park Plaza, Suite 125 Irvine, California 92614 Tel: (949) 544-2640 jarrod@nakanolawfirm.com	Attorneys for Defendants ROBINSON PHARMA, INC. and TOMMY NGUYEN	Via Email
LAW OFFICES OF ETHAN H. NELSON Ethan H. Nelson 4 Park Plaza, Suite 1025 Irvine, CA 92614 Tel: (949) 229-0961 Fax: (949) 861-7122 EthanNelsonEsq@gmail.com	Attorneys for Defendants ROBINSON PHARMA, INC. and TOMMY NGUYEN	Via Email
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[BY E-MAIL] By transmitting via e-mail the document(s) listed above to the addresses set forth above on this date. This method of service was made pursuant to the agreement of counsel.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on December 1, 2023, at Long Beach, California.


Thomas Steinhart