

Assigned for all purposes to: Compton Courthouse, Judicial Officer: Kristin Escalante

1 **MAYALL HURLEY P.C.**
2 **JOHN P. BRISCOE (SBN: 273690)**
3 jbriscoe@mayallaw.com
4 **2453 Grand Canal Boulevard**
5 **Stockton, California 95207-8253**
6 **Telephone: (209) 477-3833**
7 **Facsimile: (209) 473-4818**

8 **Attorneys for Plaintiff Selena Chan**

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF LOS ANGELES**

11 **SELENA CHAN, an individual,**

12 **Plaintiff,**

13 **v.**

14 **BEACH ENLIGHTENMENT AND**
15 **COMPASSIONATE HEALING**
16 **CORPORATION, a corporation; AHMED**
17 **ALHANI, an individual; and DOES 1-100,**
18 **inclusive,**

19 **Defendants.**

20 **Case No.: 21CMCV00122**

21 **COMPLAINT FOR DAMAGES**

- 22 **1. SEX HARASSMENT**
- 23 **2. SEX DISCRIMINATION**
- 24 **3. FAILURE TO PREVENT HARASSMENT**
AND DISCRIMINATION
- 25 **4. FAILURE TO PRODUCE PAYROLL**
RECORDS UPON REQUEST
- 26 **5. FAILURE TO PRODUCE PERSONNEL**
RECORDS UPON REQUEST
- 27 **6. FAILURE TO REIMBURSE FOR**
BUSINESS EXPENSES
- 28 **7. FAILURE TO PAY MINIMUM WAGE**
- 8. FAILURE TO PAY OVERTIME**
- 9. FAILURE TO PROVIDE MEAL PERIODS**
OR PAY PREMIUMS
- 10. FAILURE TO PROVIDE REST PERIODS**
OR PAY PREMIUMS
- 11. FAILURE TO FURNISH ACCURATE**
ITEMIZED WAGE STATEMENTS
- 12. FAILURE TO PAY ALL WAGES DUE**
UPON CESSATION OF EMPLOYMENT
- 13. RETALIATION (LAB. CODE, § 98.6)**
- 14. RETALIATION (LAB. CODE, § 1102.5)**

JURY TRIAL DEMANDED

1 Plaintiff Selena Chan brings this action against Defendants Beach Enlightenment and
2 Compassionate Healing Corporation, a corporation; Ahmed Alhani, an individual; and Does 1
3 through 100, for violations of the Government Code and Labor Code.

4 **PARTIES**

5 1. Selena Chan ("Chan" or "Plaintiff") at all times relevant herein was employed in
6 Los Angeles County, California, and was an "employee" as defined by the Fair Employment and
7 Housing Act (Gov. Code, § 12900 *et seq.*), as well as the Labor Code and applicable Wage Orders
8 of the Industrial Welfare Commission.

9 2. Beach Enlightenment and Compassionate Healing Corporation ("BECHC") is a
10 California limited liability company and, at all times relevant herein, was an "employer" as defined
11 by Government Code section 12900, *et seq.* as well as the Labor Code and applicable Wage Orders
12 of the Industrial Welfare Commission.

13 3. Ahmed Alhani ("Alhani") is an individual, a resident of California and, at all times
14 relevant, was a "supervisor" as defined by Government Code section 12926, subdivision (t).

15 4. BECHC, Alhani and Does 1-100 are collectively referred to as Defendants.

16 5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein
17 as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues
18 such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true
19 names and capacities when ascertained. Plaintiff is informed and believes, and on that basis
20 alleges, that each of the fictitiously named Defendants is responsible in some manner for the
21 occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally
22 caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the
23 course and scope of said agency and/or employment, with the knowledge and/or consent of said co-
24 Defendant.

25 6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
26 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,
27 employee, partner and/or joint venturer of and was acting in concert with each of the remaining
28

1 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times
2 acting within the course and scope of such agency, service, employment partnership, joint venture
3 and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both
4 individually and within the course and scope of such agency and/or employment, with the
5 knowledge and/or consent of the remaining Defendants.

6 JURISDICTION AND VENUE

7 7. Venue is proper in this Court because the unlawful acts alleged herein took place in
8 Los Angeles County, Chan's place of employment with BECHC was, at all times relevant herein,
9 located within Los Angeles County, and records relevant to the alleged unlawful practices are
10 maintained and administered in Los Angeles County. Plaintiff hereby demands a jury trial.

11 GENERAL ALLEGATIONS

12 8. Chan was hired by BECHC on February 1, 2021, as a Brand Ambassador. BECHC
13 is a corporation specializing in growing cannabis, and selling cannabis and cannabis products.
14 Chan's job entailed traveling to different dispensaries to promote these products, and also
15 managing the inventory of promotional items.

16 9. At all times during her employment with BECHC, Chan was properly classified as
17 an hourly, nonexempt employee, eligible for rest and meal breaks as well as overtime.

18 10. In the course of her job duties, Chan drove her personal vehicle to different
19 dispensaries in the Los Angeles area and to other work-related functions. However, she was not
20 indemnified for all necessary expenditures or losses incurred in direct consequence of the discharge
21 of her job duties—including, but not limited to, vehicle mileage.

22 11. Furthermore, Chan was not paid for all hours worked during her employment.
23 Again, her job entailed driving to different dispensaries and other work-related functions.
24 However, she was not paid for this "drive time," no matter how substantial. (See *Morillion v. Royal*
25 *Packing Co.* (2000) 22 Cal.4th 575, 587 [compulsory travel time compensable]; see also *Oliver v.*
26 *Konica Minolta Business Solutions U.S.A., Inc.* (2020 51 Cal.App.5th 1, 17-20.) Furthermore, and
27 when accounting for said drive time, Chan worked in excess of 40 hours per week and eight hours
28

1 per day. However, she was not paid for any of the overtime she worked at 1.5 times her regular rate
2 of pay.

3 12. Chan was also denied rest and meal breaks to which she was entitled. Due to the
4 demands of her job and that there was nobody to relieve her of duty, Chan was not authorized and
5 permitted to take a ten-minute rest period, free of duty, for every four hours worked. For the same
6 reasons, Chan was also not authorized and permitted to take a thirty-minute meal period, free of
7 duty, for every work period of more than five hours. Moreover, Chan was not paid an hour of pay
8 at her regular rate of compensation for every rest and meal period that was wrongfully denied her.

9 13. Because Chan was not paid all wages due, *supra*, the itemized wage statements
10 furnished to her failed to show the gross wages earned, net wages earned, total hours worked and
11 all applicable hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each rate.

13 14. Alhani was, at all times relevant herein, Chan's supervisor. His position was
14 Account Manager.

15 15. At all times throughout Chan's employment with BECHC, she was eminently
16 qualified for her job and had ample experience: She had over five years of retail and marketing
17 experience (including within the cannabis industry). Chan truthfully disclosed her experience and
18 credentials during the interview process, and at no time did BECHC express any concerns about
19 her experience, education, or other qualifications.

20 16. Furthermore, Chan never received any kind of write-ups or other discipline relating
21 to her job performance.

22 17. Shortly after starting her job, it became apparent to Chan that Alhani was
23 romantically and sexually interested in her. He frequently called her "babe", both orally and via
24 text message. On Valentine's Day, he texted Chan "Happy Valentine's Day babe". He frequently
25 gave Chan unsolicited and unwelcome hugs which made her uncomfortable.

26 18. On February 16, 2021, Chan was driving with Alhani to a work event in Needles,
27 California. On the way there, Alhani repeatedly suggested that, after the event, they should drive to

1 Las Vegas for drinks and dinner. Chan was taken aback and uncomfortable; she politely demurred
2 on the grounds that there was not enough time (in reality, she understood that Alhani was making a
3 pass at her and she wanted no part of it).

4 19. Chan never complained to BECHC regarding Alhani's harassing conduct because
5 she had just started what appeared to be a promising career with the company, and did not want to
6 jeopardize it.

7 20. On no less than two occasions, Chan complained to Alhani that she was not being
8 paid for all time worked nor reimbursed for vehicle mileage, *supra*. However, BECHC did not
9 cease such unlawful conduct.

10 21. On February 24, 2021, Chan was informed by the Vice President of Sales, Megan
11 Shank ("Shank"), that she was terminated effective immediately. Shank told Chan that she did not
12 have enough experience for the job. However, and as set forth above, Chan was hired after
13 truthfully disclosing her credentials and experience, never received any kind of negative feedback
14 on her job performance, and she indeed performed her job duties with competence and dedication.

15 22. On April 19, 2021, Chan requested, via certified mail, that BECHC produce her
16 personnel and payroll records. (**Exhibit 1.**) To date, BECHC has not complied with that request.

17 23. On April 19, 2021, Chan filed a complaint with the Department of Fair Employment
18 and Housing ("DFEH") based on the unlawful conduct described herein. That same day, the DFEH
19 issued Chan a right-to-sue notice. (**Exhibit 2.**)

20 24. The foregoing list of misconduct is a partial list only, and set forth by way of
21 example.

22 **FIRST CAUSE OF ACTION**
23 **SEX HARASSMENT**
24 **(Gov. Code, § 12940, subd. (j))**
25 **Against Defendants**

26 25. Plaintiff hereby realleges and incorporates by reference each and every paragraph
27 above as though fully set forth herein, except as said paragraphs are inconsistent with the
28 allegations of this cause of action.

26. The Fair Employment and Housing Act (“FEHA”) prohibits an employer or any other person from harassing an employee on the basis of actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. (Gov. Code § 12940, subd. (j).) Sexually harassing conduct need not be motivated by sexual desire. (Gov. Code § 12940, subd. (j)(4)(C).) FEHA also provides that harassment by an employee, other than an agent or supervisor, shall be unlawful if the entity, or its agents or supervisors knows or should have known of the conduct and fails to take immediate and appropriate corrective action. (Gov. Code § 12940, subd. (j).) In addition, an employee is personally liable for any harassment prohibited under Government Code section 12940 that is perpetrated by the employee. (Gov. Code § 12940(j)(3).)

27. Nevertheless, as set forth above, Defendants unlawfully harassed Plaintiff in violation of the FEHA.

28. Defendants' actions towards Plaintiff were committed by them, their officers, directors, and/or managing agents, and/or employees in an oppressive, fraudulent, and malicious manner, and ratified by them, in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

29. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

SECOND CAUSE OF ACTION
SEX DISCRIMINATION
 (Gov. Code, § 12940, subd. (a))
 Against BEHC and Does 1-100

30. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

31. FEHA prohibits an employer from discriminating against an employee based on actual or perceived sex or gender. (Gov. Code § 12940, subd. (a).)

1 32. Nevertheless, as set forth above, Defendants discriminated against Plaintiff based on
2 sex and gender.

3 33. As a result, Plaintiff has suffered damages.

4 34. Defendants' actions towards Plaintiff were committed or ratified by Defendants,
5 and/or their managing agents and/or employees in an oppressive, fraudulent, and malicious manner
6 in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

7 35. Wherefore, Plaintiff has been injured as set forth above and requests relief as
8 hereafter provided.

9 **THIRD CAUSE OF ACTION**
10 **FAILURE TO PREVENT HARASSMENT AND DISCRIMINATION**
 Against BECHC and Does 1-100

11 36. Plaintiff hereby realleges and incorporates by reference each and every allegation
12 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
13 allegations of this cause of action.

14 37. FEHA requires an employer to take all reasonable steps necessary to prevent
15 harassment and discrimination from occurring. (Gov. Code, § 12940, subd. (k).)

16 38. Nevertheless, as set forth above, Defendants failed to prevent harassment and
17 discrimination against Plaintiff.

18 39. As a result of Defendants' conduct, Plaintiff has suffered damages.

19 40. Defendants' actions towards Plaintiff were committed or ratified by Defendants,
20 and/or their managing agents and/or employees in an oppressive, fraudulent, and malicious manner
21 in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

22 41. Wherefore, Plaintiff has been injured as set forth above and requests relief as
23 hereafter provided.

24 ///

25 ///

26 ///

FOURTH CAUSE OF ACTION
FAILURE TO PRODUCE PAYROLL RECORDS UPON REQUEST
(Lab. Code, § 226, subd. (c))
Against BECHC and Does 1-100

42. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

43. Pursuant to California Labor Code Labor Code section 226(c), an employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

44. As set forth above, Plaintiff requested copies of her wage statements, but BECHC failed to timely comply.

45. Wherefore, Plaintiff seeks relief as set forth below.

FIFTH CAUSE OF ACTION
FAILURE TO PRODUCE PERSONNEL RECORDS UPON REQUEST
(Lab. Code, § 1198.5, subds. (a), (b)(1))
Against BECHC and Does 1-100

46. Plaintiff hereby realleges and incorporates by reference each and every allegation above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

47. Pursuant to California Labor Code section 1198.5(a): Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

48. Pursuant to California Labor Code section 1198.5(b)(1): The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request."

1 49. Pursuant to California Labor Code section 1198.5(k): If an employer fails to permit
2 a current or former employee, or his or her representative, to inspect or copy personnel records
3 within the times specified in this section, or times agreed to by mutual agreement as provided in
4 this section, the current or former employee or the Labor Commissioner may recover a penalty of
5 seven hundred fifty dollars (\$750) from the employer.

6 50. As set forth above, Defendants failed to timely comply with Labor Code section
7 1198.5 and furnish the records requested pursuant to Labor Code section 1198.5.

8 51. Wherefore, Plaintiff has been harmed and requests relief as hereinafter provided.

9 **SIXTH CAUSE OF ACTION**
10 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
11 **(Lab. Code, § 2802.)**
 Against BECHC and Does 1-100

12 52. Plaintiff hereby realleges and incorporates by reference each and every paragraph
13 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
14 allegations of this cause of action.

15 53. Labor Code section 202, subdivision (a) provides that “[a]n employer shall
16 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
17 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
18 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
19 believed them to be unlawful.

20 54. Nonetheless, as set forth above, Defendants failed to reimburse Plaintiff for all
21 incurred business expenses.

22 55. Labor Code section 2802 further provides that, in an action for reimbursement of
23 business expenses, a prevailing plaintiff is entitled to an award of attorney’s fees.

24 56. Wherefore, Plaintiff has been injured as set forth above and requests relief as
25 hereafter provided.

26 ///

27 ///

SEVENTH CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE
(Lab. Code § 1182 *et seq.*)
Against BEHC and Does 1-100

57. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are

58. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

59. Labor Code section 1194.2 provides that in any action under section 1194 or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

60. Pursuant to Labor Code section 1197, the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

61. Labor Code section 1198 provides that the maximum hours of work and the standard conditions of work fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

62. During the relevant time period, Defendants failed to pay Plaintiff the minimum wage for each hour worked.

63. Labor Code section 1197.1 provides that any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order shall be subject to the aforementioned civil penalty, restitution of wages, and liquidated damages payable to the employee.

1 64. Wherefore, Plaintiff has been damaged as set forth above and requests relief as
2 hereafter provided.

3 **EIGHTH CAUSE OF ACTION**
4 **FAILURE TO PAY OVERTIME**
5 **(Lab. Code, § 510)**
6 **Against BECHC and Does 1-100**

7 65. Plaintiff hereby realleges and incorporates by reference each and every allegation
8 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
9 allegations of this cause of action.

10 66. Pursuant to California Labor Code section 510, any work in excess of eight hours in
11 one workday and any work in excess of 40 hours in any one workweek and the first eight hours
12 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
13 less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12
14 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an
15 employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall
16 be compensated at the rate of no less than twice the regular rate of pay of an employee.

17 67. Pursuant to Labor Code section 1198 and the applicable IWC Wage Order(s), it is
18 unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or
19 two-times that person's regular rate of pay, depending upon the number of hours worked by the
20 person on a daily or weekly basis.

21 68. During the relevant time period, Plaintiff regularly and/or consistently worked in
22 excess of eight hours per day, in excess of forty hours per workweek, in excess of six days per
23 workweek, and in excess of twelve hours per day.

24 69. During the relevant time period, Defendants intentionally and willfully failed to pay
25 overtime wages owed to Plaintiff.

26 70. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement
27 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
28 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid

1 balance of the full amount of this minimum wage or overtime compensation, including interest
2 thereon, reasonable attorney's fees, and costs of suit.

3 71. Wherefore, Plaintiff has been injured as set forth above and requests relief as
4 hereafter provided.

5 **NINTH CAUSE OF ACTION**
6 **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
7 **(Lab. Code, §§ 226.7, 512)**
8 **Against BECHC and Does 1-100**

9 72. Plaintiff hereby realleges and incorporates by reference each and every allegation set
10 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
11 allegations of this cause of action.

12 73. Labor Code section 226.7 requires employers to provide employees meal periods as
13 mandated by Order of the Industrial Welfare Commission. It states:

- 14 a. No employer shall require any employee to work during any meal or rest period
15 mandated by an applicable order of the Industrial Welfare Commission.
16 b. If an employer fails to provide an employee a meal period or rest period in
17 accordance with an applicable order of the Industrial Welfare Commission, the
18 employer shall pay the employee one additional hour of pay at the employee's
19 regular rate of compensation for each work day that the meal or rest period is
20 not provided.

21 74. Labor Code section 512(a) and applicable Wage Order(s) of the Industrial Welfare
22 Commission provide that an employer may not employ a person for a work period of more than five
23 hours per day without providing that employee a meal period of not less than thirty minutes, except
24 that if the total work period per day is no more than six hours, the meal period may be waived by
25 mutual consent of both the employer and employee. An employer may not employ a person for a
26 work period of more than ten hours per day without providing an employee with a second meal period
27 of not less than thirty minutes, except that if the total work period per day of the employee is no more
28

1 than twelve hours, the meal period may be waived by mutual consent of both the employer and the
2 employee, and if the first meal period was not waived.

3 75. During the relevant time period, Plaintiff was not provided with meal breaks as
4 required by law and did not receive an additional hour of premium pay for each missed meal period.

5 76. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

6 **TENTH CAUSE OF ACTION**
7 **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
8 **(Lab. Code, § 226.7)**
9 **Against BECHC and Does 1-100**

10 77. Plaintiff hereby realleges and incorporates by reference each and every allegation set
11 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 78. Labor Code section 226.7 requires employers to provide employees meal periods as
14 mandated by Order of the Industrial Welfare Commission. It states:

- 15 a. No employer shall require any employee to work during any meal or rest period
16 mandated by an applicable order of the Industrial Welfare Commission.
17 b. If an employer fails to provide an employee a meal period or rest period in
18 accordance with an applicable order of the Industrial Welfare Commission, the
19 employer shall pay the employee one additional hour of pay at the employee's
20 regular rate of compensation for each work day that the meal or rest period is
21 not provided.

22 79. Section 11 of the applicable IWC Wage Order provides:

23 “(A) Every employer shall authorize and permit all employees to take
24 rest periods, which insofar as practicable shall be in the middle of each
25 work period. Nothing in this provision shall prevent an employer from
26 staggering rest periods to avoid interruption in the flow of work and to
27 maintain continuous operations, or from scheduling rest periods to
28 coincide with breaks in the flow of work that occur in the course of the
workday. The authorized rest period time shall be based on the total
hours worked daily at the rate of ten (10) minutes net rest time for every
four (4) hours worked, or major fraction thereof. Rest periods shall take
place at employer designated areas, which may include or be limited to

the employees' immediate work area.

(B) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

(C) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

80. During the relevant time period, Plaintiff was not provided with rest breaks as required by law and did not receive an additional hour of premium pay for each missed rest break.

81. Wherefore, Plaintiff has been injured and request relief as hereinafter provided.

ELEVENTH CAUSE OF ACTION
FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE
STATEMENTS
(Lab. Code, § 226(a))
Against BECHC and Does 1-100

82. Plaintiff hereby reallege and incorporate by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

83. Pursuant to California Labor Code section 226(a) "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages

1 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
2 employee and only the last four digits of his or her social security number or an employee identification
3 number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly
4 rates in effect during the pay period and corresponding number of hours worked at each hourly rate by
5 the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total
6 hours worked for each temporary services assignment.”

7 84. An employee suffering injury as a result of the knowing and intentional failure by an
8 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
9 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
10 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
11 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s
12 fees. Labor Code § 226(e)(1).

13 85. An employee is deemed to suffer injury if the employer fails to provide a wage
14 statement or if the employer fails to provide accurate and complete information as required by any one
15 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
16 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
17 during the pay period or any of the other information required to be provided pursuant to Labor Code
18 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
19 and address of the employer and iv) the name of the employee and the last four digits of his or her
20 social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-(iv).
21 “Promptly and easily determine” means a reasonable person would be able to readily ascertain the
22 information without reference to other documents or information. Labor Code § 226(e)(2)(C).

23 86. As set forth above, Defendants intentionally and willfully failed to furnish accurate
24 itemized wage statements which complied with Labor Code section 226.

25 87. Wherefore, Plaintiff has been injured as set forth above and request relief as hereafter
26 provided.

27 ///

TWELFTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT
(Lab. Code, § 201, *et seq.*)
Against Defendants

88. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

89. Labor Code section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

90. Labor Code section 202 requires an employer to pay an employee all earned wages within 72 hours of the employee quitting his or her employment, or immediately at the time of quitting if the employee has given 72 hours previous notice of his or her intention to quit.

91. As set forth above, Plaintiff was not timely paid all earned but unpaid wages when her employment with Defendants ended.

92. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

THIRTEENTH CAUSE OF ACTION
RETALIATION
(Lab. Code, § 98.6)
Against Defendants

93. Plaintiff hereby realleges and incorporates by reference each and every paragraph set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

94. Labor Code section 98.6, subdivision (a) provides that “[a] person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant for employment has filed a bona fide complaint or claim or instituted or caused to be

1 instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the
2 Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or
3 because the employee has initiated any action or notice pursuant to Section 2699, or has testified or
4 is about to testify in a proceeding pursuant to that section, or because of the exercise by the
5 employee or applicant for employment on behalf of himself, herself, or others of any rights
6 afforded him or her.”

7 95. Nevertheless, as set forth above, Defendants retaliated against Plaintiff because of
8 exercising of rights provided under the Labor Code.

9 96. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
10 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious
11 manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

12 97. Wherefore, Plaintiff has been injured as set forth above and requests relief as
13 hereafter provided.

14 **FOURTEENTH CAUSE OF ACTION**
15 **RETALIATION**
16 **(Lab. Code, § 1102.5)**
17 **Against Defendants**

18 98. Plaintiff hereby realleges and incorporates by reference each and every paragraph
19 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
20 allegations of this cause of action.

21 99. Labor Code section 1102.5, subdivision (b) provides that “[a]n employer, or any
22 person acting on behalf of the employer, shall not retaliate against an employee for disclosing
23 information, or because the employer believes that the employee disclosed or may disclose
24 information, to a government or law enforcement agency, to a person with authority over the
25 employee or another employee who has the authority to investigate, discover, or correct the
26 violation or noncompliance, or for providing information to, or testifying before, any public body
27 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe
28 that the information discloses a violation of state or federal statute, or a violation of or

1 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the
2 information is part of the employee's job duties.

3 100. Nevertheless, as set forth above, Defendants violated Labor Code section 1102.5.

4 101. Defendants' actions towards Plaintiff were committed or ratified by Defendants,
5 and/or their managing agents and/or employees in an oppressive, fraudulent, and malicious manner
6 in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

7 102. Wherefore, Plaintiff has been injured as set forth above and requests relief as
8 hereafter provided.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

11 **As to the First through Third Causes of Action:**

- 12 1. For compensatory, special, and general damages;
- 13 2. For punitive and/or exemplary damages;
- 14 3. For injunctive relief;
- 15 4. For statutory attorneys' fees and costs, including but not limited to those available
16 under Government Code section 12965, subdivision (b);
- 17 5. For prejudgment and post-judgment interest according to any applicable provision
18 of law or as otherwise permitted by law, including but not limited to that available
19 under Civil Code sections 3287, subdivision (a) and 3289, subdivision (b); and
- 20 6. For all other and further relief as the court deems just and proper.

21 **As to the Fourth and Fifth Causes of Action:**

- 22 1. For statutory penalties, including those available under Labor Code sections 226(f)
23 and 1189.5(k);
- 24 2. For injunctive relief;
- 25 3. For statutory attorneys' fees and costs, including but not limited to those available
26 under Labor Code sections 226 and 1198.5;

1 4. For prejudgment and post-judgment interest according to any applicable provision
2 of law or as otherwise permitted by law, including those available under Civil Code
3 sections 3287(a) and 3289(b); and

4 5. For such other and further relief as the court deems just and proper.

5 **As to the Sixth through Twelfth Causes of Action:**

6 1. That this Court award injunctive relief, including that available under Labor Code
7 sections 226(h) and 248.5(e);

8 2. That this Court award unpaid wages, including meal and rest break premiums;

9 3. That this Court award penalties including, but not limited to, those available under
10 Labor Code sections 203 and 226;

11 4. That this Court award statutory attorneys' fees and costs, including those available
12 under Labor Code sections 218.5, 226(e)(1) and (h), 248.5(e), 1194, as well as those
13 available under Code of Civil Procedure section 1021.5;

14 5. That this Court award prejudgment and post-judgment interest according to any
15 applicable provision of law or as otherwise permitted by law; and

16 6. That this Court award such other and further relief as the court deems just and proper.

17 **As to the Thirteenth and Fourteenth Causes of Action:**

18 1. For compensatory, special, and general damages;

19 2. For punitive and/or exemplary damages;

20 3. For injunctive relief;

21 4. For statutory attorneys' fees and costs, including but not limited to those available
22 under Labor Code section 1102.5, subd. (j);

23 5. For prejudgment and post-judgment interest according to any applicable provision
24 of law or as otherwise permitted by law, including but not limited to that available
25 under Civil Code sections 3287, subdivision (a) and 3289, subdivision (b); and

26 6. For all other and further relief as the court deems just and proper.

1 **DATED:** May 20, 2021

MAYALL HURLEY P.C.

2
3 By



JOHN P. BRISCOE

Attorneys for Plaintiff

SELENA CHAN

Exhibit 1

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207-8258

FAX (209) 473-4818
TELEPHONE (209) 477-3833
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

April 19, 2021

SENT VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Beach Enlightenment and Compassionate Healing Corporation
1115 W. 190th St.
Los Angeles, CA 90248

Re: Selena Chan

To whom it may concern:

This office represents Selena Chan in connection with claims arising from her former employment with Beach Enlightenment and Compassionate Healing Corporation. Ms. Chan filed a complaint against Beach Enlightenment and Compassionate Healing Corporation with the California Department of Fair Employment and Housing; a copy of that complaint, together with Ms. Chan's right-to-sue notice, is enclosed.

Additionally, on behalf of Ms. Chan, I hereby request copies of the following items:

1. Itemized wage statements, pursuant to California Labor Code § 226(b);
2. All documents signed relating to the obtaining or holding of employment, pursuant to California Labor Code § 432;
3. Personnel records, pursuant to California Labor Code § 1198.5(b);
4. Payroll records pursuant to California Labor Code section 1174 and 29 C.F.R. §§ 516.2; and
5. All records documenting hours worked and paid sick days accrued and used, pursuant to California Labor Code § 247.5(a).

Also enclosed is a signed authorization from Ms. Chan, designating this firm as counsel and authorizing release of the aforementioned records.

If you have any questions concerning the foregoing, do not hesitate to contact me.

Beach Enlightenment and Compassionate Healing Corporation
Re: Selena Chan
April 19, 2021
Page 2 of 2

Sincerely,

MAYALL HURLEY P.C.

By

A handwritten signature in blue ink, appearing to read "John P. Briscoe", is written over a horizontal line.

JOHN P. BRISCOE

Enclosure

Employee Records Request

Pursuant to California Labor Code sections 226(b), 247.5, 432, and 1198.5, I, Selena Chan (DOB: 9/27/1969), hereby authorize Beach Enlightenment and Comopassionate Healing Corporation to release copies of my payroll records, records of paid/accrued sick days, personnel records and personnel file to Mayall Hurley P.C. Please send my records to:

John P. Briscoe, Esq.
Mayall Hurley P.C.
2453 Grand Canal Blvd.
Stockton, CA 95207
jbriscoe@mayallaw.com

Dated: 3/31/2021

DocuSigned by:
selena chan
Signature D9CF5E49DBC04C8...

3/31/2021

Print Name



9489 0090 0027 6312 4541 17

Label 850-PB, Oct. 2015
Pitney Bowes



U.S. POSTAGE PITNEY BOWES



ZIP 95207 \$ 006.26⁰
02-4W
0000369527 APR 19 2021

LAW OFFICES
MAYALL, HURLEY
A PROFESSIONAL CORPORATION
2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8253

Beach Enlightenment and Compassionate Healing
Corporation
1115 W. 190th St.
Los Angeles, CA 90248

Exhibit 2



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

April 19, 2021

John Briscoe
2453 Grand Canal Blvd.
Stockton, California 95207

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202104-13160307
Right to Sue: Chan / Beach Enlightenment and Compassionate Healing
Corporation et al.

Dear John Briscoe:

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

April 19, 2021

RE: **Notice of Filing of Discrimination Complaint**

DFEH Matter Number: 202104-13160307

Right to Sue: Chan / Beach Enlightenment and Compassionate Healing Corporation et al.

To All Respondent(s):

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

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

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

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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

KEVIN KISH, DIRECTOR

April 19, 2021

Selena Chan
908 Yorktown Ave.
Montebello, California 90650

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 202104-13160307
Right to Sue: Chan / Beach Enlightenment and Compassionate Healing Corporation et al.

Dear Selena Chan:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective April 19, 2021 because an immediate Right to Sue notice was requested.

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

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

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



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

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

Sincerely,

Department of Fair Employment and Housing

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

In the Matter of the Complaint of

Selena Chan

DFEH No. 202104-13160307

Complainant,

vs.

Beach Enlightenment and Compassionate Healing
Corporation
1115 W. 190th St.
Los Angeles, California 90248

Ahmed Alhani
,

Respondents

1. Respondent **Beach Enlightenment and Compassionate Healing Corporation** is an employer **Beach Enlightenment and Compassionate Healing Corporation** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Ahmed Alhani** individual as Co-Respondent(s).

3. Complainant **Selena Chan**, resides in the City of **Montebello**, State of **California**.

4. Complainant alleges that on or about **February 24, 2021**, respondent took the following adverse actions:

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

Complainant was discriminated against because of complainant's sex/gender, sexual harassment- hostile environment, sexual harassment- quid pro quo and as a result of the discrimination was terminated.

Additional Complaint Details: Complainant was hired by Respondent Beach Enlightenment and Compassionate Healing Corporation ("Employer") on February 1, 2021, as a Brand Ambassador. Employer is a corporation specializing in growing cannabis and

1 selling cannabis and cannabis products; Complainant's job entailed traveling to different
2 dispensaries to promote Employer's products, and also managing the inventory of
3 promotional items. Complainant's direct supervisor was Ahmed Alhani, Sales Account
4 Manager. At all times throughout her employment with Employer, Complainant was
5 eminently qualified for her job and had ample experience--she had over five years' of retail
6 and marketing experience (including within the cannabis industry). Complainant truthfully
7 disclosed her experience and credentials to Employer, and at no time during the interview
8 process did Employer express any concerns about Complainant's education, experience, or
9 other qualifications. Furthermore, Complainant never received any kind of write-ups or other
10 discipline relating to her job performance. Shortly after starting the job, it became apparent
11 to Complainant that Mr. Alhani was romantically and sexually interested in her. He
12 frequently called her "babe", both orally and via text message. On Valentine's Day, he texted
13 her "Happy Valentine's Day babe". He frequently gave Complainant unsolicited and
14 unwelcome hugs which made Complainant uncomfortable. On February 16, 2021,
15 Complainant was driving with Mr. Alhani to a work event in Needles, California. On the way
16 there, Mr. Alhani repeatedly suggested that, after the event, they should drive to Las Vegas
17 for drinks and dinner. Complainant was taken aback and uncomfortable and politely
18 demurred on the grounds that there was not enough time (in reality, she understood that Mr.
19 Alhani was making a pass at her and she wanted no part of it). Complainant never
20 complained to Mr. Alhani or anybody else at Employer because she had just started what
21 appeared to be a promising career with the company and did not want to jeopardize it. On
22 February 24, 2021, Complainant was informed by the Vice President of Sales, Megan
23 Shank, that she was terminated effective immediately. She told Complainant that she did not
24 have sufficient experience for her job. However, and as set forth above, Complainant was
25 hired after truthfully disclosing her credentials and experience in the interview process,
26 never received any kind of negative feedback on her job performance, and she indeed
27 performed her job duties with competence and dedication. Thus, the stated reasons for
28 Complainant's termination were pretext for the true reason--she declined Mr. Alhani's sexual
advances and conduct. The foregoing list of misconduct is a partial list only, and set forth by
way of example. Employer failed to prevent the foregoing.

1 VERIFICATION

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

5 On April 19, 2021, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Stockton, CA**

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27