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COPY
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 28 2021

BY 
JUSTIN MANASSEE, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CIV SB 2118376

TEZSANIQUE HENDRICKSON, an
individual,

Plaintiff,

vs.

GEO SECURE SERVICES, LLC, a
corporation; and DOES 1 through 20 inclusive,

Defendant.

Case No. _____

PLAINTIFF'S COMPLAINT FOR:

1. WRONGFUL TERMINATION
2. DISCRIMINATION (GOV'T CODE § 12940(A))
3. RETALIATION FOR DISCRIMINATION COMPLAINTS (GOV'T CODE § 12940(H))
4. FAILURE TO PREVENT DISCRIMINATION (GOV'T CODE § 12940(K))
5. FAILURE TO ENGAGE IN INTERACTIVE PROCESS (GOV'T CODE § 12940(N))
6. FAILURE TO PROVIDE REASONABLE ACCOMMODATION (GOV'T CODE § 12940(M))
7. RETALIATION FOR REQUESTING ACCOMMODATION (GOV'T CODE § 12940(M))
8. FAILURE TO PROVIDE CFRA LEAVE (GOV'T CODE § 12945.2(K))
9. RETALIATION FOR USING CFRA LEAVE (GOV'T CODE § 12945.2(Q))
10. RETALIATION FOR USING PAID SICK LEAVE (LABOR CODE § 246.5(C))
11. RETALIATION FOR COMPLAINING ABOUT ILLEGAL CONDUCT (LABOR CODE § 1102.5)
12. RETALIATION FOR WORKPLACE SAFETY COMPLAINTS (LABOR CODE § 6310)
13. MINIMUM WAGE (LABOR CODE §§ 1182.12(B), 1194, 1194.2, 1197, 1197.1)
14. OVERTIME (LABOR CODE §§ 510, 1194, 1198, 1199)
15. MEAL BREAKS (LABOR CODE §§ 226.7 AND 512)
16. REST BREAKS (LABOR CODE § 226.7)
17. WAGE STATEMENTS (LABOR CODE § 226A)
18. WAGES OWED TIMELY (LABOR CODE §§ 201-203)
19. FAILURE TO PRODUCE PERSONNEL FILE (LABOR CODE § 1198.5)
20. PAGA REPRESENTATIVE ACTION (LABOR CODE § 2698)

JURY TRIAL DEMANDED

1 Plaintiff Tezsanique Hendrickson (“Plaintiff”) alleges as follows on knowledge as to their
2 own acts/interactions, and on information and belief as to all other matters:

3 **JURISDICTION AND VENUE**

4 1. This Court has personal jurisdiction over Defendant because it conducts business
5 in the State of California.

6 2. Under California Code of Civil Procedure § 395(a), venue is proper in this County
7 because Defendant resides in San Bernardino County and/or injuries alleged herein occurred in
8 this county.

9 **PARTIES**

10 3. Plaintiff Tezsanique Hendrickson is and at all times relevant hereto a resident of
11 the County of San Bernardino, State of California (referred to as “Plaintiff”). At all relevant times
12 alleged herein, Plaintiff worked for Defendant at 10250 Rancho Road, Adelanto, California
13 92301.

14 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times
15 relevant hereto, Defendant GEO Secure Services, LLC, was and is doing business at 10250
16 Rancho Road, Adelanto, California 92301 (referred to as “Defendant” or “Defendant GEO”).

17 5. The true names and capacities, whether individual, corporate, associate, or
18 otherwise, of the Defendant Employers named herein as DOES 1-20, inclusive, are unknown to
19 Plaintiff at this time and therefore said Defendant Employers are sued by such fictitious names
20 (collectively referred to as “Doe Defendants”). Plaintiff will seek leave to amend this complaint
21 to insert the true names and capacities of said Doe Defendants when the same become known to
22 Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the
23 fictitiously named Doe Defendants is responsible for the wrongful acts alleged herein, and is
24 therefore liable to Plaintiff as alleged herein.

25 6. Plaintiff is informed and believes, and based thereupon alleges, that Defendant, and
26 each of them, acted in concert with one another to commit the wrongful acts alleged herein, and
27 aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein,
28 and/or attempted to do so, including pursuant to Government Code §12940(i). Plaintiff is

1 further informed and believes, and based thereupon alleges, that Defendant, and each of them,
2 formed and executed a conspiracy or common plan pursuant to which they would commit the
3 unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to
4 said conspiracy, intended to cause and actually causing Plaintiff harm.

5 7. Whenever and wherever reference is made in this complaint to any act or failure to
6 act by a defendant or co-defendant, such allegations and references shall also be deemed to
7 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

8 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

9 8. **DFEH.** Plaintiff exhausted Plaintiff's administrative remedies by timely filing a
10 complaint for the issues required to be raised herein against Defendant with the California
11 Department of Fair Employment & Housing ("DFEH") and thereafter received a "Right to Sue"
12 letter from the DFEH, which allowed Plaintiff one year from April 12, 2021, to file this action.

13 9. **LWDA.** On April 12, 2021, counsel for Plaintiff prepared and electronically
14 submitted a letter to the California Labor & Workforce Development Agency ("LWDA") via the
15 California Department of Industrial Relations' "PAGA Filing" website. A copy of the letter was
16 mailed to Defendant GEO, also via USPS Certified Mail. The letter contained the specific
17 provisions of the California Labor Code violated by Defendant GEO, as well as the facts and
18 theories in support of Plaintiff's claims. Now that sixty-five (65) days have passed since Plaintiff
19 notified Defendant Employers of these violations, the statutory time period for the LWDA to
20 investigate and/or respond, and for the employer to respond, has concluded. Plaintiff has
21 exhausted the administrative requirements for bringing a claim under the PAGA for these
22 violations.

23 **FACTUAL ALLEGATIONS**

24 10. **Defendant.** Defendant GEO Secure Services ("Defendant" or "Defendant GEO")
25 oversees the operation and management of fifty-eight "Federal Bureau of Prisons, U.S. Marshals
26 Services, and U.S. Immigration and Customs Enforcement, as well as seven state correctional
27
28

clients and various county and city jurisdictions”¹ in the United States. Defendant operates an ICE Processing Center where it employs workers at 10250 Rancho Road, Adelanto, California 92301 (the “worksite”).

11. **Plaintiff’s Employment Details.** On or about August 15, 2018, Defendant hired Plaintiff Tezsanique Hendrickson, a Black female, as an employee in the job position of Detention Officer to work at the worksite. Plaintiff is one of the few Black female detention officers at the Adelanto ICE Processing Center.

12. Throughout Plaintiff’s employment, Defendant classified Plaintiff as a “non-exempt” employee and paid Plaintiff \$26.70 per hour plus a \$4.22 per hour bonus for “health and wellness.”

13. Throughout Plaintiff’s employment, Plaintiff’s job duties included maintaining a safe environment for detainees and employees, making sure detainees were secured within the facility, and observing and reporting detainee conduct.

14. Throughout Plaintiff’s employment, Defendant required Plaintiff to work five (5) days a week. Throughout Plaintiff’s employment, Plaintiff’s daily work schedule varied.

15. Throughout Plaintiff’s employment, Plaintiff was an exemplary employee, never receiving any written counseling or discipline for performance, conduct, or any other reason, until her wrongful termination on January 19, 2021, for an undisclosed reason.

16. **Disclosure of Husband’s Incarceration.** Before her hire, on or about August 03, 2018, Plaintiff informed ICE about the incarceration status of her husband. Plaintiff made clear that her husband was never in the care of Defendant while incarcerated or at any time.² On or about June 23, 2020, in response to a request from Defendant, Plaintiff sent Defendant a copy of her marriage certificate.

17. **Wage-And-Hour Complaints.** Throughout Plaintiff’s employment, Plaintiff witnessed and complained to Defendant about violations of the California Labor Code at the worksite. While employed, Plaintiff witnessed and complained to at least one of Defendant’s

¹ https://www.geogroup.com/Management_and_Operations

² Plaintiff’s husband was not incarcerated at the point of Plaintiff’s termination in January 2021.

1 supervisors about the off-the-clock work alleged herein, the meal and rest break failures alleged
2 herein, and the failure to provide timely access to toilet rooms and changing rooms as alleged
3 herein.

4 18. **Race Complaints.** On or about June 16, 2020, Plaintiff complained to Defendant
5 that Defendant's Caucasian supervisors and staff members discriminated against the Black
6 employees.

7 19. On or about August 21, 2020, **Sergeant Belt**, a supervisor employee of Defendant,
8 uttered discriminatory comments during an in-service training class. Specifically, Sergeant Belt
9 stated that Black Lives Matter is a "terrorist group" and that "Black people are part of the reason
10 this country is so fucked up." On or about August 21, 2020, Plaintiff complained to Defendant's
11 administrative clerk about this racist comment.

12 20. **COVID-19 Complaints.** Throughout Plaintiff's employment, Plaintiff witnessed
13 and complained to Defendant about safety violations at the worksite relating to COVID-19. While
14 employed, Plaintiff witnessed and complained to at least one of Defendant's supervisors about the
15 lack of practices, policies, protocols, and trainings about, and legal violations relating to: lack of
16 social distancing at work, lack of sanitization of the worksite, lack of face coverings at work.³
17 While employed, Plaintiff witnessed and complained about Defendant not providing proper safety
18 measures for employees who were in direct contact with detainees displaying COVID-19
19 symptoms.

20 21. In November or December 2020, Plaintiff caught COVID-19 while at work.

21 22. On or about December 07, 2020, Plaintiff was diagnosed with COVID-19 and
22 provided Defendant with a doctor note. Defendant's employee, **Berta Barocio-Sullivan (Human**
23 **Resources Manager)**, asked Plaintiff what Plaintiff was diagnosed with and refused to pay
24 medical leave until Plaintiff disclosed her medical diagnosis.

25 23. On or about December 8, 2020, Plaintiff complained to Defendant's HR and to the
26 California Labor Board about Berta Barocio-Sullivan's inquiry into her diagnosis and refusal to
27

28 ³ <https://www.desertsun.com/story/news/2020/10/07/nearly-20-detainees-adelanto-ice-facility-have-covid-19/5918914002/>

1 pay medical leave. After Plaintiff complained, Berta Barocio-Sullivan's supervisor, ***Karen***
2 ***Broadwater (Human Resources Director)***, contacted Plaintiff about Plaintiff's medical leave.

3 24. **Forgery Complaint.** On or about January 4, 2021, Plaintiff complained to
4 ***Sergeant Castaneda*** that other employees forged her signature on the break roster indicating that
5 Plaintiff had received a timely ten-minute, uninterrupted rest break, when in fact Plaintiff had not
6 received one. Sergeant Castaneda told Plaintiff that he would send an email to employees
7 regarding the forged signature on the break roster, but the email was never sent.

8 25. **Pretext.** On or about January 19, 2021, ICE sent a letter to Plaintiff dated the
9 January 19, 2021, stating that ICE had received "derogatory information" about Plaintiff which
10 concerned ICE. The letter requested responses from Plaintiff within 10 calendar days in order to
11 supper her explanation to "ICE for consideration in reaching a determination as to [Plaintiff's]
12 fitness for employment..." The letter inquired about Plaintiff's husband's prior criminal activity
13 and sought a copy of the marriage license and certificate. However, Plaintiff was not given 10
14 calendar days to respond. Instead, Defendant fired Plaintiff on the same day.

15 26. **Wrongful Termination (Discrimination & Retaliation).** On or about January
16 19, 2021, Defendant terminated Plaintiff's employment via letter. The termination letter did not
17 disclose the reason for Plaintiff's termination. ***Assistant Warden Johnson*** and Berta Barocio-
18 Sullivan informed Plaintiff that her termination was due to her not informing Defendant of her
19 husband's incarceration status. This is simply not true.

20 27. In truth, a substantial motivating reason for Defendant's decision to terminate
21 Plaintiff's employment was: (a) Plaintiff's protected classes of gender and race, (b) Plaintiff
22 requesting and taking protected leave, and/or (c) Plaintiff's protected complaints about violations
23 of the Fair Employment and Housing Act, the Labor Code and/or workplace safety. Other
24 similarly situated employees who are not female, who not Black, who were not disabled, who did
25 not have medical conditions, and/or who did not engage in protected conduct engaged in actions
26 similar to Plaintiff and were not terminated.

27 28. **Off-The-Clock Work.** Throughout Plaintiff's employment, Plaintiff worked no
28 less than approximately 30 minutes per day off-the-clock, without pay. This off-the-clock work

1 included, among other things according to proof: (a) working during unpaid meal breaks; (b) not
2 given opportunities to take paid rest breaks; (c) illegally “rounding” employee time at the
3 beginning or end of the shift or meal breaks; and (d) failure to pay during COVID-19 safety
4 screening protocols and for donning-and-doffing work gear.

5 29. **Meal Break Violations.** Throughout Plaintiff’s employment Defendant failed to
6 provide Plaintiff with first or second timely, uninterrupted 30-minute meal break as required by
7 law. For instance:

- 8 • Plaintiff did not get meal breaks at all;
- 9 • Plaintiff was forced to work throughout Plaintiff’s meal breaks;
- 10 • Plaintiff was forced to answer work-related inquiries throughout Plaintiff’s meal
11 breaks;
- 12 • Plaintiff was “on-call” during meal breaks;
- 13 • Defendant deducted unpaid meal break time from Plaintiff’s time worked even
14 though Plaintiff performed work during such time;
- 15 • Defendant rounded Plaintiff’s clock in and out times for the start and end of meal
16 breaks;
- 17 • Plaintiff’s meal breaks were not timely;
- 18 • Plaintiff’s meal breaks were interrupted;
- 19 • Plaintiff’s meal breaks were less than the full 30 minutes; and/or
- 20 • Defendant required Plaintiff to remain on premises at the worksite during meal
21 breaks.

22 30. Defendant’s company-wide understaffing arising from labor budget policies and
23 subsequent failure to provide adequate break coverage prevented Plaintiff from taking compliant
24 meal breaks. As a result of these practices and/or policies, Plaintiff was frequently required to
25 continue to perform duties without being able to take a timely, compliant meal break. Thus,
26 Plaintiff had to work through part or all of Plaintiff’s meal breaks, had meal breaks interrupted,
27 and/or wait extended breaks of time before taking meal breaks.
28

31. Defendant maintained a facially non-compliant meal break policy that did not provide Plaintiff with first or second timely, uninterrupted 30-minute meal break as required by law. Plaintiff worked more than six (6) hours without being relieved of Plaintiff's duties to take a meal break. Defendant regularly required Plaintiff to continue working and failed to provide meal break coverage for her, thereby preventing Plaintiff from taking timely, uninterrupted meal breaks to which Plaintiff was entitled. Defendant did not provide Plaintiff with second 30-minute meal breaks on days that she worked in excess of 10 hours.

32. Defendant required Plaintiff to always record meal breaks, even when meal breaks were never taken, or were late, short, and/or interrupted. As a result, 30-minute meal breaks were deducted from Plaintiff's time records for hours Plaintiff actually spent working. This is a form of off-the-clock work that Plaintiff performed.

33. Defendant has engaged in a company-wide practice and/or policy to not pay meal break premiums owed when compliant meal breaks are not provided. Defendant, therefore, failed to provide Plaintiff compliant meal breaks and failed to pay the full meal break premiums due.

34. **Rest Break Violations.** Throughout Plaintiff's employment, Defendant failed to authorize and permit Plaintiff to take a 10-minute rest break per each four (4) hour period worked or a major fraction thereof. For instance:

- Plaintiff did not get rest breaks at all;
- Plaintiff was forced to work throughout Plaintiff's rest breaks;
- Plaintiff was forced to answer work-related inquiries throughout Plaintiff's rest breaks;
- Plaintiff was "on-call" during rest breaks;
- Defendant did not pay Plaintiff for what should have been paid rest breaks, instead, Plaintiff's rest breaks were unpaid;
- Plaintiff's rest breaks were not timely;
- Plaintiff's rest breaks were interrupted;
- Plaintiff's rest breaks were less than the full 10 minutes; and/or

- Defendant required Plaintiff to remain on premises at the worksite during rest breaks.

35. Defendant's labor budget policies and resultant understaffing prevented Plaintiff from being relieved of all duties to take compliant rest breaks. Defendant had no policy of scheduling rest breaks for employees, which further impeded and prevented Plaintiff from taking rest breaks. As a result of Defendant's understaffing and failure to schedule rest breaks, Plaintiff worked shifts in excess of 3.5 hours, in excess of six (6) hours, and in excess of 10 hours without receiving all uninterrupted 10-minute rest breaks to which Plaintiff was entitled.

36. Defendant maintained a facially non-compliant rest break policy that did not permit and authorize employees to take a second rest break for shifts from six (6) to 10 hours in length. To the extent there is a policy, Defendant's written rest break policy only authorizes employees to take a 10-minute rest break for every four (4) hours worked. As such, Defendant's written rest break policy does not permit and authorize Plaintiff to take second and third rest breaks for shifts six (6) to 10 hours in length or shifts 10 to 14 hours in length, respectively. Defendant's non-compliant rest break policy impeded and prevented Plaintiff from taking rest breaks. Plaintiff regularly worked shifts in excess of six (6) hours and did not receive the two (2) uninterrupted rest breaks. Plaintiff's rest breaks were regularly interrupted by work demands due to the lack of break coverage.

37. Defendant required Plaintiff to always record rest breaks, even when rest breaks were never taken or were late, short, and/or interrupted.

38. For instance, at least one of Defendant's supervisors and staff members forged Plaintiff's signature on the rest break roster, recording that Plaintiff took a rest break when in fact Plaintiff did not take a rest break.

39. Defendant has engaged in a company-wide practice and/or policy to not pay rest break premiums owed when compliant rest breaks are not provided. Defendant, therefore, failed to provide Plaintiff compliant rest breaks and failed to pay the full rest break premiums due.

1 40. **Toilet Access Not Provided.** Throughout Plaintiff's employment, Defendant
2 failed to allow Plaintiff to use the restroom when requested. At least once, Defendant made
3 Plaintiff wait for two or more hours to use the restroom after her request.

4 41. **Changing Rooms Not Provided.** Throughout Plaintiff's employment, Defendant
5 failed to provide Plaintiff with suitable lockers, closets, or equivalent for the safekeeping of
6 Plaintiff's outer clothing during working hours, and for Plaintiff's work clothing during non-
7 working hours.

8 42. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff
9 immediately upon Plaintiff's termination of employment, including earned and unpaid wages,
10 such as: (a) minimum wages; (b) overtime wages; (c) meal and rest period premium wages; and
11 (d) all wages owed for the final day of work, as alleged herein.

12 43. **Wage Statements.** Defendant knowingly and intentionally failed to provide
13 Plaintiff with uniform, complete, and accurate wage statements because Defendant did not
14 calculate the "regular rate" correctly or display the accurate hours and corresponding rates of pay,
15 did not pay Plaintiff for all time worked, and Defendant deducted time worked from Plaintiff's
16 wage statements and employment records for meal breaks Plaintiff did not actually receive, the
17 result of which was an unlawful deduction of wages earned and meal break premiums that should
18 have been paid.

19 **FIRST CAUSE OF ACTION**

20 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

21 44. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

22 45. The elements of a claim for wrongful discharge in violation of public policy are (1)
23 an employer-employee relationship, (2) the employer terminated the plaintiff's employment, (3)
24 the termination was substantially motivated by a violation of public policy, and (4) the discharge
25 caused the plaintiff harm. *See Tameny v. Atlantic Richfield Co.*, 27 Cal.3d 167 (1980); *see Yau v.*
26 *Allen*, 229 Cal.App.4th 144, 154 (2014).

1 46. Plaintiff is informed and believes that any one of the alleged violations of
2 California statutes and public policy listed herein was a substantial motivating reason for
3 Plaintiff's termination of employment.

4 47. The actions of Defendant as alleged herein constitute multiple and independent
5 violations (or were reasonably believed by Plaintiff in good faith to constitute multiple and
6 independent violations) of California statutes and public policy, including:

- 7 • California Government Code § 12940(a) (prohibiting discrimination based disability
8 and medical condition);
- 9 • California Government Code § 12940(h) (It is unlawful employment practice "[f]or
10 an employer, labor organization, employment agency, or person to discharge, expel,
11 or otherwise discriminate against any person because the person has opposed any
12 practices forbidden under this part");
- 13 • California Government Code § 12940(k) (making it illegal "For an employer...to fail
14 to take all reasonable steps necessary to prevent discrimination ... from occurring.");
- 15 • California Government Code § 12940(n) (requiring an employer to engage in a
16 timely, good faith, interactive process with the employee to determine effective
17 reasonable accommodations in response to a request for reasonable
18 accommodations);
- 19 • California Government Code § 12940(m) (requiring employers to provide reasonable
20 accommodation and prohibits retaliation against employees due to their request for
21 reasonable accommodations);
- 22 • California Government Code § 12945.2(k) (making it unlawful for an "employer to
23 refuse to hire, or to discharge, fine, suspend, expel, or discriminate against, any
24 individual because of any of the following: (1) An individual's exercise of the right
25 to family care and medical leave provided by subdivision (a)....")
- 26 • California Labor Code § 246.5(c) ("An employer shall not deny an employee the
27 right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or
28 in any manner discriminate against an employee for using accrued sick days,

attempting to exercise the right to use accrued sick days, filing a complaint with the department or alleging a violation of this article”);

- California Labor Code § 1102.5(b) (“An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”);
- California Labor Code § 6310 (“No person shall discharge or in any manner discriminate against any employee because the employee has done any of the following: (1) Made any oral or written complaint to...his or her employer, or his or her representative...Any employee who is discharged, threatened with discharge, demoted, suspended, or in any other manner discriminated against in the terms and conditions of employment by his or her employer because the employee has made a bona fide oral or written complaint to...his or her employer, or his or her representative, of unsafe working conditions, or work practices, in his or her employment or place of employment...shall be entitled to...reimbursement for lost wages and work benefits caused by the acts of the employer.”); and
- California Labor Code § 6409.6(f) (“An employer shall not retaliate against a worker for disclosing a positive COVID-19 test or diagnosis or order to quarantine or isolate.”).

48. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was harmed, and the termination of employment was a substantial factor in causing Plaintiff’s harm.

49. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

50. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the acts of Defendant, Plaintiff suffered harm to their reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

51. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater, Sergeant Castaneda, Assistant Warden Johnson. In so doing, said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive damages.

SECOND CAUSE OF ACTION

DISCRIMINATION IN VIOLATION OF GOV'T CODE § 12940(a)

52. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

53. At all times mentioned herein, California Government Code § 12940 *et seq.*, was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

54. California Government Code § 12940(a) makes it unlawful for “an employer, because of the 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 veteran or military status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program

1 leading to employment, or to discriminate against the person in compensation or in terms,
2 conditions, or privileges of employment.”

3 55. Plaintiff is informed and believes that Plaintiff’s protected class(es) of **gender**
4 and/or **race** was/were a substantial motivating factor for her termination.

5 56. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has
6 lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will
7 suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial
8 in excess of the jurisdictional minimum of this Court.

9 57. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was
10 and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and
11 aggravated. As a result of the aforesaid acts of Defendant, Plaintiff suffered harm to their
12 reputation and claims general damages for such mental and physical distress and aggravation in a
13 sum in excess of the jurisdictional minimum of this Court.

14 58. The actions alleged herein were taken by managing agents and/or officers of
15 Defendant and/or ratified by managing agents and/or officers of Defendant, including but not
16 limited to Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater, Sergeant Castaneda,
17 Assistant Warden Johnson. In so doing, said managing agents and/or officers of Defendant acted
18 with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As
19 such, Plaintiff is entitled to an award of punitive damages.

20 59. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced
21 to hire attorneys to prosecute their claims herein, and has incurred and is expected to continue to
22 incur attorneys’ fees and costs in connection therewith. Plaintiff is entitled to recover attorneys’
23 fees and costs under California Government Code § 12965(b).

24 **THIRD CAUSE OF ACTION**

25 **RETALIATION FOR DISCRIMINATION COMPLAINTS IN VIOLATION OF GOV’T**
26 **CODE § 12940(h)**

27 60. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.
28

1 61. At all times mentioned herein, California Government Code § 12940 *et seq.*, was
2 in full force and effect and was binding on Defendant, as it regularly employs five (5) or more
3 persons.

4 62. California Government Code § 12940(h) makes it unlawful for an “employer ... to
5 discharge, expel, or otherwise discriminate against any person because the person has opposed
6 any practices forbidden under this part or because the person has filed a complaint, testified, or
7 assisted in any proceeding under this part.”

8 63. During Plaintiff’s employment with Defendant, Plaintiff protected activities and
9 conduct included as alleged herein.

10 64. Defendant took adverse actions against Plaintiff alleged herein, at least in
11 substantial part, in retaliation for Plaintiff’s protected activities set forth herein.

12 65. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has
13 lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will
14 suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial
15 in excess of the jurisdictional minimum of this Court.

16 66. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was
17 and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and
18 aggravated. As a result of the acts of Defendant, Plaintiff suffered harm to their reputation and
19 claims general damages for such mental and physical distress and aggravation in a sum in excess
20 of the jurisdictional minimum of this Court.

21 67. The actions alleged herein were taken by managing agents and/or officers of
22 Defendant and/or ratified by managing agents and/or officers of Defendant, including but not
23 limited to Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater, Sergeant Castaneda,
24 Assistant Warden Johnson. In so doing, said managing agents and/or officers of Defendant acted
25 with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As
26 such, Plaintiff is entitled to an award of punitive damages.

27 68. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced
28 to hire attorneys to prosecute their claims herein, and has incurred and is expected to continue to

1 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'
2 fees and costs under California Government Code § 12965(b).

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF GOV'T CODE §**
5 **12940(k)**

6 69. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

7 70. At all times mentioned herein, California Government Code § 12940 *et seq.*, was
8 in full force and effect and was binding on Defendant, as it regularly employs five (5) or more
9 persons.

10 71. California Government Code § 12940(k) makes it illegal "For an employer...to fail
11 to take all reasonable steps necessary to prevent discrimination and harassment from occurring."

12 72. Defendant failed to take all reasonable steps necessary to prevent the
13 discrimination that Plaintiff suffered, including but not limited to, the imposition of an effective
14 policy against such discrimination and harassment, the imposition of non-discriminatory and non-
15 harassing practices and procedures, prompt and thorough good faith and reasonable
16 investigations, prompt and appropriate discipline against transgressors, and/ required anti-
17 harassment training, and other conduct according to proof.

18 73. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has
19 lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will
20 suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial
21 in excess of the jurisdictional minimum of this Court.

22 74. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was
23 and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and
24 aggravated. As a result of the aforesaid acts of Defendant, Plaintiff suffered harm to their
25 reputation and claims general damages for such mental and physical distress and aggravation in a
26 sum in excess of the jurisdictional minimum of this Court.

27 75. The actions alleged herein were taken by managing agents and/or officers of
28 Defendant and/or ratified by managing agents and/or officers of Defendant, including but not

1 limited to Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater, Sergeant Castaneda,
2 Assistant Warden Johnson. In so doing, said managing agents and/or officers of Defendant acted
3 with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As
4 such, Plaintiff is entitled to an award of punitive damages.

5 76. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced
6 to hire attorneys to prosecute their claims herein, and has incurred and is expected to continue to
7 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'
8 fees and costs under California Government Code § 12965(b).

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF**
11 **GOV'T CODE § 12940(n)**

12 77. Plaintiff incorporates by reference all of the preceding and subsequent paragraphs.

13 78. At all times mentioned herein, California Government Code § 12940 *et seq.*, was
14 in full force and effect and was binding on Defendant, as it regularly employs five (5) or more
15 persons.

16 79. California Government Code § 12940(n) makes it illegal for an "employer or other
17 entity to fail to engage in a timely, good faith, interactive process with the employee ... to
18 determine effective reasonable accommodations, if any, in response to a request for reasonable
19 accommodation by an employee ...with a known physical or mental disability or known medical
20 condition." *See also* Cal. Code of Regs., tit. 2, § 11069.

21 80. At all times relevant herein, Defendant was aware of Plaintiff's physical disability
22 and how it affected Plaintiff's major life activity of working.

23 81. Plaintiff was willing to participate in an interactive process to determine whether
24 reasonable accommodations; however, Defendant failed to participate in a timely good-faith
25 interactive process with Plaintiff to determine whether reasonable accommodations could be
26 made.

82. As a direct and proximate result of this illegal behavior by Defendant, Plaintiff has suffered the loss of her job, loss of compensation, loss of job benefits, humiliation, mental anguish, and severe emotional and physical distress, in an amount to be proven at trial.

83. In so doing, said managing agents and/or officers of Defendant, including Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater, Sergeant Castaneda, Assistant Warden Johnson, acted with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive damages.

84. Government Code § 12965(b) permits the court to award reasonable attorneys' fees to a plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

**FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF
GOV'T CODE § 12940(m)**

85. Plaintiff incorporates by reference all of the preceding and subsequent paragraphs.

86. At all times mentioned herein, California Government Code § 12940 *et seq.*, was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

87. California Government Code § 12940(m)(1) makes it illegal for an “employer ... to fail to make reasonable accommodation for the known physical or mental disability of an ... employee.” *See also* Cal. Code of Regs., tit. 2, § 11068.

88. At all times relevant herein, Defendant was aware of Plaintiff's physical disability and how it affected Plaintiff's major life activity of working.

89. Plaintiff would have been able to perform Plaintiff's essential job duties with reasonable accommodations. However, Defendant failed to provide Plaintiff with reasonable accommodations or even explore what reasonable accommodations can be provided. Instead, Defendant terminated Plaintiff.

90. As a direct and proximate result of this illegal behavior by Defendant, Plaintiff has suffered the loss of her job, loss of compensation, loss of job benefits, humiliation, mental anguish, and severe emotional and physical distress, in an amount to be proven at trial.

91. In so doing, said managing agents and/or officers of Defendant, including Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater, Sergeant Castaneda, Assistant Warden Johnson, acted with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive damages.

92. Government Code § 12965(b) permits the court to award reasonable attorneys' fees to a plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

**RETALIATION FOR REQUESTING REASONABLE ACCOMMODATIONS IN
VIOLATION OF GOV'T CODE § 12940(m)**

93. Plaintiff incorporates by reference all of the preceding and subsequent paragraphs

94. At all times mentioned herein, California Government Code § 12940 *et seq.*, was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

95. California Government Code § 12940(m)(2) makes it illegal for an “employer ... to, in addition to the employee protections provided pursuant [California Government Code § 12940(h)], retaliate or otherwise discriminate against a person for requesting accommodation under this subdivision, regardless of whether the request was granted.” *See also* Cal. Code of Regs., tit. 2, § 11068.

96. At all times relevant herein, Defendant was aware of Plaintiff's physical disability and how it affected Plaintiff's major life activity of working.

97. During Plaintiff's employment with Defendant, Plaintiff protected activities and conduct included as alleged herein.

1 98. Defendant took adverse actions against Plaintiff alleged herein, at least in
2 substantial part, in retaliation for Plaintiff's protected activities set forth herein.

3 99. As a direct and proximate result of this illegal behavior by Defendant, Plaintiff has
4 suffered the loss of his job, loss of compensation, loss of job benefits, humiliation, mental
5 anguish, and severe emotional and physical distress, in an amount to be proven at trial.

6 100. The actions alleged herein were taken by managing agents and/or officers of
7 Defendant, including but not limited to Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater,
8 Sergeant Castaneda, Assistant Warden Johnson and/or ratified by managing agents and/or officers
9 of Defendant. In so doing, Defendant acted with oppression, fraud and malice, as those terms are
10 used in California Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive
11 damages.

12 101. Government Code § 12965(b) permits the court to award reasonable attorneys' fees
13 to a Plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur
14 attorneys' fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable
15 attorneys' fees.

16 **EIGHTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE CFRA LEAVE (GOV'T CODE § 12945.2(Q))**

18 102. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

19 103. At all times mentioned herein, California Government Code § 12940 *et seq.*, was
20 in full force and effect and was binding on Defendant, as it regularly employs five (5) or more
21 persons.

22 104. California Government Code § 12945.2(b)(3) defines "Employer" to mean any
23 "person who directly employs five or more persons to perform services for a wage or salary."

24 105. California Government Code § 12945.2(a) states that it "shall be an unlawful
25 employment practice for any employer, as defined in paragraph (3) of subdivision (b), to refuse to
26 grant a request by any employee with more than 12 months of service with the employer, and who
27 has at least 1,250 hours of service with the employer during the previous 12-month period or who
28 meets the requirements of subdivision (r), to take up to a total of 12 workweeks in any 12-month

1 period for family care and medical leave. Family care and medical leave requested pursuant to
2 this subdivision shall not be deemed to have been granted unless the employer provides the
3 employee, upon granting the leave request, a guarantee of employment in the same or a
4 comparable position upon the termination of the leave....”

5 106. California Government Code § 12945.2(q) makes it unlawful “for an employer to
6 interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided
7 under this section.”

8 107. During Plaintiff’s employment with Defendant, Plaintiff sought and/or took
9 protected leave per California Government Code § 12945.2(a) as alleged herein.

10 108. Defendant took adverse actions against Plaintiff as alleged herein, at least in
11 substantial part, in retaliation for Plaintiff’s protected activities set forth herein.

12 109. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has
13 lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will
14 suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial
15 in excess of the jurisdictional minimum of this Court.

16 110. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was
17 and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and
18 aggravated. As a result of the acts of Defendant, Plaintiff suffered harm to their reputation and
19 claims general damages for such mental and physical distress and aggravation in a sum in excess
20 of the jurisdictional minimum of this Court.

21 111. The actions alleged herein were taken by managing agents and/or officers of
22 Defendant and/or ratified by managing agents and/or officers of Defendant, including but not
23 limited to Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater, Sergeant Castaneda,
24 Assistant Warden Johnson. In so doing, said managing agents and/or officers of Defendant acted
25 with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As
26 such, Plaintiff is entitled to an award of punitive damages.

27 112. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced
28 to hire attorneys to prosecute their claims herein, and has incurred and is expected to continue to

1 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'
2 fees and costs under California Government Code § 12965(b).

3 **NINETH CAUSE OF ACTION**

4 **RETALIATION FOR SEEKING/TAKING CFRA LEAVE (GOV'T CODE § 12945.2(K))**

5 113. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

6 114. At all times mentioned herein, California Government Code § 12940 *et seq.*, was
7 in full force and effect and was binding on Defendant, as it regularly employs five (5) or more
8 persons.

9 115. California Government Code § 12945.2(b)(3) defines "Employer" to mean any
10 "person who directly employs five or more persons to perform services for a wage or salary."

11 116. California Government Code § 12945.2(a) states that it "shall be an unlawful
12 employment practice for any employer, as defined in paragraph (3) of subdivision (b), to refuse to
13 grant a request by any employee with more than 12 months of service with the employer, and who
14 has at least 1,250 hours of service with the employer during the previous 12-month period or who
15 meets the requirements of subdivision (r), to take up to a total of 12 workweeks in any 12-month
16 period for family care and medical leave. Family care and medical leave requested pursuant to
17 this subdivision shall not be deemed to have been granted unless the employer provides the
18 employee, upon granting the leave request, a guarantee of employment in the same or a
19 comparable position upon the termination of the leave...."

20 117. California Government Code § 12945.2(k) makes it unlawful for an "employer to
21 refuse to hire, or to discharge, fine, suspend, expel, or discriminate against, any individual
22 because of any of the following: (1) An individual's exercise of the right to family care and
23 medical leave provided by subdivision (a)...."

24 118. During Plaintiff's employment with Defendant, Plaintiff sought and/or took
25 protected leave per California Government Code § 12945.2(a) as alleged herein.

26 119. Defendant took adverse actions against Plaintiff as alleged herein, at least in
27 substantial part, in retaliation for Plaintiff's protected activities set forth herein.
28

120. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

121. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the acts of Defendant, Plaintiff suffered harm to their reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

122. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater, Sergeant Castaneda, Assistant Warden Johnson. In so doing, said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive damages.

123. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys to prosecute their claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code § 12965(b).

TENTH CAUSE OF ACTION

RETALIATION FOR USING PAID SICK LEAVE (LABOR CODE § 246.5(C))

124. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

125. California Labor Code § 246.6(c)(1) states that an "employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint with the department or alleging a violation of this article, cooperating in an investigation or prosecution of an alleged violation of this article, or opposing any policy or practice or act that is prohibited by this article."

126. California Labor Code § 246.6(c)(1) states there “shall be a rebuttable presumption of unlawful retaliation if an employer denies an employee the right to use accrued sick days, discharges, threatens to discharge, demotes, suspends, or in any manner discriminates against an employee within 30 days of any of the following: ... (C) Opposition by the employee to a policy, practice, or act that is prohibited by this article.”

127. Plaintiff is informed and believes that Plaintiff’s protected conduct alleged herein was a contributing factor in Defendant’s decision to terminate Plaintiff’s employment, and Plaintiff alleges that Defendant’s conduct was a substantial factor in causing Plaintiff’s harm as alleged herein.

128. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to lose, substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial.

129. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset, distressed, embarrassed, humiliated, and aggravated in a sum to be proven at the time of trial.

130. Pursuant to California Labor Code §§ 200, 218, and 218.5, Plaintiff is entitled to recover the full amount of Plaintiff’s unpaid wages, penalties, reasonable attorneys’ fees, and costs of suit.

131. The actions alleged herein were taken by managing agents and/or officers of Defendant, including but not limited to Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater, Sergeant Castaneda, Assistant Warden Johnson and/or ratified by managing agents and/or officers of Defendant. In so doing, Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive damages.

ELEVENTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE § 1102.5

132. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

133. California Labor Code § 1102.5(a) states that an “employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

134. California Labor Code § 1102.5(b) states that an “employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, to a government or law enforcement agency, or because the employer believes that the employee disclosed or may disclose information . . . to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance . . . if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

135. California Labor Code § 1102.5(c) states that an “employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.”

136. California Labor Code § 1102.5(d) states that an “employer, or any person acting on behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment.”

137. Plaintiff is informed and believes that Plaintiff’s protected conduct alleged herein was a contributing factor in Defendant’s decision to terminate Plaintiff’s employment, and Plaintiff alleges that Defendant’s conduct was a substantial factor in causing Plaintiff’s harm as alleged herein.

138. Plaintiff reasonably believed and continues to believe that each of Plaintiff's complaints related to illegal actions taken against Plaintiff.

139. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to lose, substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial.

140. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset, distressed, embarrassed, humiliated, and aggravated in a sum to be proven at the time of trial.

141. California Labor Code § 1102.5(f) states that in "addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section."

142. California Labor Code § 1102.5(j) states that the "court is authorized to award reasonable attorney's fees to a plaintiff who brings a successful action for a violation of these provisions." Plaintiff will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys' fees.

143. The actions alleged herein were taken by managing agents and/or officers of Defendant, including but not limited to Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater, Sergeant Castaneda, Assistant Warden Johnson and/or ratified by managing agents and/or officers of Defendant. In so doing, Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive damages.

TWELFTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF LABOR CODE § 6310

144. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

145. California Labor Code § 6310(a) states that "[n]o person shall discharge or in any manner discriminate against any employee because the employee has done any of the following:
(1) Made any oral or written complaint to the division, other governmental agencies having statutory responsibility for or assisting the division with reference to employee safety or health,

1 their employer, or their representative. (2) Instituted or caused to be instituted any proceeding
2 under or relating to their rights or has testified or is about to testify in the proceeding or because
3 of the exercise by the employee on behalf of themselves, or others of any rights afforded to them.
4 (3) Participated in an occupational health and safety committee established pursuant to Section
5 6401.7. (4) Reported a work-related fatality, injury, or illness, requested access to occupational
6 injury or illness reports and records that are made or maintained pursuant to Subchapter 1
7 (commencing with Section 14000) of Chapter 1 of Division 1 of Title 8 of the California Code of
8 Regulations, or exercised any other rights protected by the federal Occupational Safety and Health
9 Act (29 U.S.C. Sec. 651 et seq.)”

10 146. California Labor Code § 6310(b) states that “[a]ny employee who is discharged,
11 threatened with discharge, demoted, suspended, or in any other manner discriminated against in
12 the terms and conditions of employment by their employer because the employee has made a bona
13 fide oral or written complaint to the division, other governmental agencies having statutory
14 responsibility for or assisting the division with reference to employee safety or health, their
15 employer, or their representative, of unsafe working conditions, or work practices, in their
16 employment or place of employment, or has participated in an employer-employee occupational
17 health and safety committee, shall be entitled to reinstatement and reimbursement for lost wages
18 and work benefits caused by the acts of the employer. Any employer who willfully refuses to
19 rehire, promote, or otherwise restore an employee or former employee who has been determined
20 to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing
21 authorized by law, is guilty of a misdemeanor.”

22 147. Plaintiff is informed and believes that a substantial motivating reason that Plaintiff
23 was terminated was due to Plaintiff’s complaints as alleged herein, and Plaintiff alleges that
24 Defendant’s conduct was a substantial factor in causing Plaintiff’s harm as alleged herein.

25 148. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to
26 lose, substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will
27 suffer other actual, consequential and incidental financial losses, in an amount to be proven at
28 trial.

1 149. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset,
2 distressed, embarrassed, humiliated, and aggravated in a sum to be proven at the time of trial.

3 150. The actions alleged herein were taken by managing agents and/or officers of
4 Defendant, including but not limited to Sergeant Belt, Berta Barocio-Sullivan, Karen Broadwater,
5 Sergeant Castaneda, Assistant Warden Johnson and/or ratified by managing agents and/or officers
6 of Defendant. In so doing, Defendant acted with oppression, fraud and malice, as those terms are
7 used in California Civil Code § 3294. As such, Plaintiff is entitled to an award of punitive
8 damages.

9 **THIRTEENTH CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF CALIFORNIA LABOR**
11 **CODE §§ 204, 1194, 1197 AND WAGE ORDER**

12 151. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

13 152. At all relevant times, Plaintiff was subject to the provisions of the California
14 Industrial Welfare Commission's Wage Orders and California Labor Code.

15 153. California Labor Code § 204(a) states that wages "earned by any person in any
16 employment are due and payable twice during each calendar month, on days designated in
17 advance by the employer as the regular paydays."

18 154. California Labor Code § 1194(a) states (in relevant part): "Notwithstanding any
19 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage
20 or the legal overtime compensation applicable to the employee is entitled to recover in a civil
21 action the unpaid balance of the full amount of this minimum wage or overtime compensation,
22 including interest thereon, reasonable attorney's fees, and costs of suit."

23 155. California Labor Code § 1197 states (in relevant part): "The minimum wage for
24 employees fixed by the commission or by any applicable state or local law, is the minimum wage
25 to be paid to employees, and the payment of a lower wage than the minimum so fixed is
26 unlawful."

27 156. The applicable California Industrial Wage Order states: "Every employer shall pay
28 to each employee, on the established payday for the period involved, not less than the applicable

1 minimum wage for all hours worked in the payroll period, whether the remuneration is measured
2 by time, piece, commission, or otherwise.”

3 157. As alleged herein, Defendant violated the foregoing statutes and regulations.

4 158. Pursuant to California Labor Code § 218.5, 1194, 1194.2, 1197.1, 1197.2, Plaintiff
5 is entitled to recover the full amount of their unpaid wages, liquidated damages, waiting time
6 penalties, reasonable attorneys’ fees, and costs of suit. Plaintiff is entitled to recover interest on
7 all due and unpaid wages and waiting time penalties under Labor Code § 218.6 and/or Civil Code
8 § 3287(a).

9 **FOURTEETH CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 510,**
11 **1194, 1198, 1199 AND WAGE ORDER**

12 159. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

13 160. At all relevant times, Plaintiff was subject to the provisions of the California
14 Industrial Welfare Commission’s Wage Orders and California Labor Code.

15 161. The applicable Industrial Welfare Commission Wage Order provides that: “(A)
16 Daily Overtime – General Provisions. (1) The following overtime provisions are applicable to
17 employees 18 years of age or over and to employees 16 or 17 years of age who are not required
18 by law to attend school and are not otherwise prohibited by law from engaging in the subject
19 work. Such employees shall not be employed more than eight (8) hours in any workday or more
20 than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such
21 employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8)
22 hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or
23 more than six (6) days in any workweek is permissible provided the employee is compensated for
24 such overtime at not less than: (a) One and one-half (1 ½) times the employee’s regular rate of
25 pay for all hours worked In excess of eight (8) hours up to and including twelve (12) hours in any
26 workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a
27 workweek.; and (b) Double the employee’s regular rate of pay for all hours worked in excess of
28 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th)

consecutive day of work in a workweek. (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

162. California Labor Code § 510 provides that: (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

163. California Labor Code § 1194 provides in relevant part: (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, and costs of suit.

164. California Labor Code § 218.5 provides in relevant part: In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.

165. At all relevant times, throughout Plaintiff's employment, Plaintiff regularly and with Defendant's knowledge worked more than eight (8) hours in working day.

166. Plaintiff alleges that Defendant did not pay 1 ½ times the legal minimum hourly wage rate for all the hours worked over eight (8) hours in a work day and/or 40 hours in a work week. Plaintiff alleges that Defendant did not pay two times the legal minimum hourly rate for all the hours worked over twelve (12) hours in a work day.

167. During the relevant time period, Defendant intentionally and willfully failed to pay for all hours Defendant suffered and/or permitted Plaintiff to work, including for overtime hours.

168. Plaintiff alleges that wages are due to Plaintiff for all hours worked during which Plaintiff was not paid proper overtime wages pursuant California Labor Code §§ 510 and 1194 and all applicable laws, rules, orders, requirements and regulations.

169. Plaintiff demands all applicable reimbursements, interest and penalties for lost overtime wages.

170. Plaintiff further demands reasonable attorneys' fees and costs of suit pursuant to California Labor Code §§ 218.5, 1194, and any other applicable statute or regulation.

FIFTEENTH CAUSE OF ACTION

**FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE §§ 226.7,
512 AND WAGE ORDER**

171. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

172. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

173. California Labor Code § 512(a) states (in relevant part): "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee."

174. The applicable Industrial Welfare Commission Wage Order provides that: No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.

175. California Labor Code § 226.7(b) provides: If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial

1 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
2 employee's regular rate of compensation for each work day that the meal or rest period is not
3 provided.

4 176. Defendant worked Plaintiff more than five hours per day without an off-duty,
5 timely, and/or uninterrupted 30-minute meal period as required by California Labor Code § 512
6 and the applicable Industrial Welfare Commission Wage Order. Furthermore, Plaintiff worked
7 more than six (6) hours in a workday and did not waive their right to their meal period by mutual
8 consent. Defendant's policy and practice was not to compensate Plaintiff with the full amount of
9 pay due and owing as required by California Labor Code § 226.7, and the applicable Industrial
10 Welfare Commission order (i.e., one hour of pay per day per lunch period at the employee's
11 regular rate of compensation).

12 177. Plaintiff demands all applicable reimbursements, interest and penalties for their
13 lost wages.

14 178. Plaintiff demands reasonable attorneys' fees and costs of suit pursuant to
15 California Labor Code §§ 218.5, 1194, and any other applicable statute or regulation.

16 **SIXTEENTH CAUSE OF ACTION**

17 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS IN VIOLATION OF**
18 **LABOR CODE § 226.7 AND WAGE ORDER 4-2001**

19 179. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

20 180. At all relevant times, Plaintiff was subject to the provisions of the California
21 Industrial Welfare Commission's Wage Orders and California Labor Code.

22 181. California Labor Code § 226.7 provides that no employer shall require an
23 employee to work during any rest period mandated by an applicable order of the California
24 Industrial Welfare Commission.

25 182. The applicable Industrial Welfare Commission Wage Order provides that "[e]very
26 employer shall authorize and permit all employees to take rest periods, which insofar as
27 practicable shall be in the middle of each work period" and that the "rest period time shall be
28 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)

1 hours or major fraction thereof unless the total daily work time is less than three and one-half (3
2 ½) hours.”

3 183. Defendant’s conduct violates applicable Wage Orders and California Labor Code §
4 226.7. During the relevant time period, Defendant required Plaintiff to work four (4) or more
5 hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period
6 worked. During the relevant time period, Defendant willfully required Plaintiff to work during
7 rest periods and failed to pay Plaintiff the full rest period premium for work performed during rest
8 periods.

9 184. During the relevant time period, Defendant failed to pay Plaintiff the full rest
10 period premium due pursuant to California Labor Code § 226.7.

11 185. Pursuant to the applicable Industrial Welfare Commission Wage Order and
12 California Labor Code § 226.7(b), Plaintiff is entitled to recover from Defendant one additional
13 hour of pay at the employee’s regularly hourly rate of compensation for each work day that the
14 rest period was not provided.

15 **SEVENTEENTH CAUSE OF ACTION**

16 **FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS IN VIOLATION OF**
17 **LABOR CODE § 226(a)**

18 186. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

19 187. At all relevant times, Plaintiff was subject to the provisions of the California
20 Industrial Welfare Commission’s Wage Orders and California Labor Code.

21 188. California Labor Code § 226(a) provides that every employer shall furnish each of
22 their employees an accurate itemized statement in writing showing (1) gross wages earned, (2)
23 total hours worked by the employee, (3) the number of piece-rate units earned and any applicable
24 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
25 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
26 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
27 name of the employee and their or their social security number, (8) the name and address of the
28

1 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
2 and the corresponding number of hours worked at each hourly rate by the employee.

3 189. California Labor Code § 226(e)(1) provides that “[a]n employee suffering injury as
4 a result of a knowing and intentional failure by an employer to comply with subdivision (a) is
5 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
6 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
7 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and
8 is entitled to an award of costs and reasonable attorney’s fees.”

9 190. California Labor Code § 226.3 provides that “Any employer who violates
10 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred
11 fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars
12 (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to
13 provide the employee a wage deduction statement or fails to keep the records required in
14 subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to
15 any other penalty provided by law.”

16 191. As alleged herein, Plaintiff has suffered injury and damage to their statutory-
17 protected rights by as it intentionally and willfully failed to provide Plaintiff with complete and
18 accurate wage statements as alleged herein.

19 192. Plaintiff is entitled to recover from Defendant the greater of their actual damages
20 caused by Defendant’s failure to comply with California Labor Code § 226(a), or pursuant to
21 California Labor Code § 226(e), an aggregate penalty not exceeding four thousand dollars per
22 employee, and an award of costs and reasonable attorney’s fees.

23 **EIGHTEENTH CAUSE OF ACTION**

24 **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION IN VIOLATION OF** 25 **LABOR CODE §§ 201-203**

26 193. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

27 194. At all relevant times, Plaintiff was subject to the provisions of the California
28 Industrial Welfare Commission’s Wage Orders and California Labor Code.

1 195. California Labor Code §§ 201 and 203 provide that if an employer discharges an
2 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

3 196. California Labor Code § 203 provides that if an employer willfully fails to pay
4 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue
5 as a penalty from the due date thereof at the same rate until paid or until an action is commenced;
6 but the wages shall not continue for more than thirty (30) days.

7 197. As alleged herein, Defendant intentionally and willfully failed to pay Plaintiff all
8 wages, earned and unpaid (including overtime compensation), immediately upon discharge.
9 Defendant's failure in this regard violates California Labor Code §§ 201 and 203.

10 198. On information and belief, Plaintiff alleges that Defendant's failure to pay Plaintiff
11 all wages earned upon their discharge in accordance with Labor Code § 201 was willful. At all
12 times relevant, Defendant had the ability to pay all earned and unpaid wages in accordance with
13 Labor Code § 201 but intentionally chose not to comply.

14 199. Pursuant to Labor Code §§ 203 and 218.5, Plaintiff is entitled to recover the full
15 amount of their unpaid wages, waiting time penalties, reasonable attorneys' fees, and costs of suit.
16 Plaintiff is entitled to recover interest on all due and unpaid wages and waiting time penalties
17 under Labor Code § 218.6 and/or Civil Code § 3287(a).

18 **NINETEENTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE PERSONNEL FILE IN VIOLATION OF LABOR CODE**
20 **§ 1198.5**

21 200. Plaintiff incorporates by reference all of the preceding and subsequent paragraphs.

22 201. At all relevant times, Plaintiff was subject to the provisions of the California Labor
23 Code.

24 202. California Labor Code § 1198.5(c) requires that an employer shall "maintain a
25 copy of each employee's personnel records for a period of not less than three years after
26 termination of employment." Labor Code § 1198.5(c)(3)(A) requires ("[t]he employer shall do all
27 of the following . . . [w]ith regard to former employees, make a former employee's personnel
28 records available for inspection, and, if requested by the employee or his or her representative,

1 provide a copy thereof . . .”). California Labor Code § 1198.5(b) requires that the employer must
2 provide the personnel record within 30 days of the employee making a written request.

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

8 204. California Labor Code § 1198.5(l) provides that “[a] current or former employee
9 may also bring an action for injunctive relief to obtain compliance with this section, and may
10 recover costs and reasonable attorney’s fees in such an action.”

11 205. Plaintiff alleges that Defendant failed to provide Plaintiff’s personnel file under the
12 time allotted under California law. Plaintiff’s authorized representative requested Plaintiff’s
13 personnel file and the formal written request was received by Defendant on or about March 26,
14 2021, and no later than April 15, 2021.

15 206. Plaintiff seeks the penalty of \$750, costs of suit, and reasonable attorneys’ fees.

16 **TWENTIETH CAUSE OF ACTION**

17 **PAGA REPRESENTATIVE ACTION FOR PENALTIES PER LABOR CODE § 2698.**

18 207. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

19 208. Under the California Private Attorneys General Act of 2004 (“PAGA”), Labor
20 Code §§ 2698-2699.5, private parties may recover civil penalties for violations of the Labor Code.
21 These penalties are in addition to any other relief available under the Labor Code. As set forth
22 above, Defendant has committed numerous violations of the Labor Code against Plaintiff,
23 including but not limited to:

- 24 • **Labor Code §§ 201, 201.5, 202, 203.** Failure to pay all wages immediately upon
25 termination or within 72 hours after notice of separation.
- 26 • **Labor Code § 204.** Failure to pay all earned wages within the time prescribed in
27 Labor Code §§ 204(a) and 204(b).
- 28 • **Labor Code § 206.** Failure to pay all undisputedly owed wages.

- **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and/or 1197.5.
- **Labor Code § 221.** Failure to not collect and receive owed wages.
- **Labor Code § 226.** Failure to provide timely and accurate wage statements.
- **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
- **Labor Code § 226.7.** Failure to provide proper rest periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.
- **[deleted Labor Code §§ 226.7 and 512.** Failure to provide proper meal periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated meal periods.]
- **Labor Code §§ 510 and 1194.** Failure to pay overtime and double time compensation.
- **Labor Code §§ 510, 1194, 1194.2, and 1197.** Failure to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
- **Labor Code § 558.** Violation of a section of the chapter of the Labor Code starting with Labor Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission.
- **Labor Code § 558.1.** Violation of any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226, 226.7, 1193.1, and/or 1194.
- **Labor Code § 1174.** Failure to maintain compliant employee and payroll records.
- **Labor Code § 1197.1.** Failure to pay minimum wage.
- **Labor Code § 1199.** Violation of the provisions of an order of the Industrial Welfare Commission.
- **Labor Code § 1198.** Violation of the following sections of orders of the Industrial Welfare Commission for conditions of labor prohibited by such:
 - **Wage Order 1-2001 (or other applicable Wage Order), Section 3,** requiring an employer to pay overtime and double time compensation.

- 1 • **Wage Order 1-2001 (or other applicable Wage Order), Section 4**, requiring an
2 employer to pay minimum wages, including overtime and double time compensation at the
3 minimum wage rate.
- 4 • **Wage Order 1-2001 (or other applicable Wage Order), Section 7**, requiring an
5 employer to maintain accurate information with respect to each employee; provide employees
6 with thorough and accurate itemized wage statements; and, provide clocks within a reasonable
7 distance from employees' work areas.
- 8 • **Wage Order 1-2001 (or other applicable Wage Order), Section 11**, requiring an
9 employer to provide its employees with adequate meal periods and an additional hour of pay at
10 the regular rate of compensation in lieu of the mandated rest periods.
- 11 • **Wage Order 1-2001 (or other applicable Wage Order), Section 12**, requiring an
12 employer to provide its employees with adequate rest periods and an additional hour of pay at the
13 regular rate of compensation in lieu of the mandated rest periods.
- 14 • **Wage Order 1-2001 (or other applicable Wage Order), Section 13**, requiring an
15 employer to provide its employees with suitable lockers, closets, or equivalent for the safekeeping
16 of employees' outer clothing during working hours; provide change rooms or equivalent space in
17 order that employees may change their clothing in reasonable privacy and comfort and separate
18 from toilet rooms and kept clean and for their work clothing during non-working hours; and,
19 provide suitable resting facilities in an area separate from the toilet rooms available to employees
20 during working hours.

21 209. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code
22 § 2699(c), and a proper representative to bring a civil action on behalf of him/herself and other
23 current and former employees of Defendant pursuant to the procedures specified in California
24 Labor Code § 2699.3, because Plaintiff is employed by Defendant and the alleged violations of
25 the California Labor Code were committed against Plaintiff.

26 210. Pursuant to California Labor Code § 2699.3, Plaintiff gave written notice on April
27 12, 2021 by online filing to the California Labor and Workforce Development Agency
28 ("LWDA") and by certified mail to Defendant of the specific provisions of the California Labor

1 Code and IWC Wage Orders alleged to have been violated, including the facts and theories to
2 support the alleged violations. More than 65 days have passed since Plaintiff provided written
3 notice to the LWDA. The LWDA has not provided notice that it intends to investigate
4 PLAINTIFF'S claims.

5 211. Pursuant to California Labor Code § 2699.3, Plaintiff served Defendant with the
6 aforementioned LWDA notice via certified mail on April 12, 2021. More than 33 days have
7 passed since that date. Defendant has not provided Plaintiff with notice that it cured any of
8 the violations alleged therein.

9 212. Per the tolling provision in Labor Code § 2699.3(g), the period of liability under
10 Plaintiff's PAGA claim extends one year and sixty-five days before the filing of the First
11 Amended Complaint (the "PAGA Liability Period").

12 213. Accordingly, Plaintiff has complied with all of the requirements set forth in
13 California Labor Code § 2699.3 to commence a representative action under PAGA.

14 214. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved
15 employees, and the State of California according to proof, pursuant to the California Labor Code,
16 including California Labor Code §§ 2699(a) and 2699(f), which provides for \$100 for each initial
17 violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant
18 to PAGA, Plaintiff seeks to recover civil penalties, including but not limited to penalties under
19 Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendant in a
20 representative action for the violations set forth above. Plaintiff is entitled to an award of
21 reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

22 **JURY TRIAL DEMANDED**

23 215. Plaintiff demands a jury as to all causes of action.

24 **PRAYER FOR RELIEF**

25 216. WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- 26 a. For general economic damages according to proof;
27 b. For general non-economic damages according to proof
28 c. For special damages according to proof;

- d. For punitive damages where allowed by law;
- e. For prejudgment interest pursuant to California Labor Code § 218.6, California Civil Code § 3287 and/or California Civil Code § 3288 and/or any other provision of law providing for prejudgment interest;
- f. For attorneys' fees where allowed by law;
- g. For costs of suit incurred herein; and
- h. For such other and further relief as this Court deems just and proper.

DATED: June 28, 2021

COLBY LAW FIRM, PC
AARON N. COLBY



By: _____
AARON N. COLBY

Attorneys for Plaintiff
TEZSANIQUE HENDRICKSON