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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

CAROLYNE WITHAM and ROMINA
FILIPPOU, individually, on behalf of all
others similarly situated, and as a proxies of
the State of California on behalf of
aggrieved employees,

Plaintiff,

v.

BCG ATTORNEY SEARCH; HARRISON
BARNES, an individual; and Does 1 to 100,
inclusive,

Defendants.

Case No. **22STCV19071**

**PAGA LAW ENFORCEMENT ACTION &
CLASS ACTION COMPLAINT**

1. Failure to Pay Minimum Wage and Overtime, Cal. Lab. Code §§ 510, 1194, 1194.2 and 1198 and IWC Wage Order 4
2. Failure to Provide Accurate Itemized Wage Statements, Cal. Lab. Code § 226
3. Failure to Maintain Accurate Payroll Records, Cal. Lab. Code § 1174 & IWC Wage Order 4
4. Failure to Provide Rest Breaks, Lab. Code §§ 226.7 & 512 and IWC Wage Order 4
5. Failure to Provide Proper Meal Breaks, Lab. Code §§ 226.7 & 512 and IWC Wage Order 16
6. Continuing Wages, Cal. Lab. Code § 203
7. Failure to Reimburse Expenses, Cal. Lab. Code § 2802
8. Failure to Provide Employment Records Upon Request, Cal. Lab. Code § 226
9. Civil Penalties, Cal. Lab. Code § 2698 Private Attorneys General Act
10. Failure to Provide Employment Records

11. Upon Request, Cal. Lab. Code § 1198.5
Cal. Bus. & Prof. Code section 17200
12. Retaliation and Wrongful Termination
in Violation of Cal. Lab. Code §1102.5
13. Retaliation and Wrongful Termination
in Violation of Public Policy
14. Retaliation, Cal. Gov. Code §12940(h)
15. Common Law Claim for Retaliation
16. Interference with the Exercise of Civil
Rights in Violation of the Bane Act
18. Hostile Work Environment, Cal. Gov.
Code §§ 12940(j) and (k)
19. Failure to Take All Steps to Prevent
Discrimination
20. Negligent Hiring, Training, Retention
and Supervision
21. Breach of Contract
22. Breach of the Covenant of Good Faith and
Fair Dealing
23. Sex Discrimination in Violation of Cal. Civ.
Code §§ 51, 51.5, 52
24. Sexual Harassment in Violation of Cal.
Civ. Code § 51.9 and 52
25. Unjust Enrichment
26. False Promise
27. Fraud

DEMAND FOR JURY TRIAL

Plaintiff Romina Filippou (“Filippou”) and Plaintiff Carlyne Witham (“Witham”) (collectively, (Plaintiffs’)), under the California Code of Civil Procedure § 382 and California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Fair Employment and Housing Act (“FEHA”), California Labor Code § 2698 *et seq.*, on behalf of themselves as an individuals and in their representative capacities, by and through her undersigned attorneys, allege as follows:

INTRODUCTION

1. This is a class action and PAGA law enforcement representative action seeking unpaid wages, overtime, damages, liquidated damages, continuing wages, reimbursement for expenses, restitution, penalties, civil penalties and attorneys' fees and costs. This Complaint asserts claims for violations of California Labor Code sections 201, 201.3, 203, 204, 226, 226.7, 510, 512, 1174, and 1198; violations of the relevant Wage Order of the Industrial Welfare Commission ("IWC"); violations of FEHA; violations of section 17200 *et seq.* of the California Business and Professions Code ("UCL"); and otherwise as hereinafter alleged.

2. Plaintiffs bring this action pursuant to PAGA, on an individual and a representative basis on behalf of all natural persons who, at any time during the one year and 354 days¹ preceding the filing of the PAGA Notice through the present, who were paid for services by Defendant BCG ATTORNEY SEARCH ("BCG") in California (the "Aggrieved Employees.").

3. Plaintiffs bring this Complaint on behalf of all natural persons who, at any time during the four years and 354 days preceding the filing of the Complaint² through the present, who were paid for services by Defendant BCG in California (the "Class Members").

4. Plaintiffs allege that Defendants knowingly and willfully committed numerous violations of the Labor Code, including, but not limited to: failure to timely pay employees, misclassification, failure to keep proper records, failure to pay agreed-upon commissions, failure to pay agreed-upon 401(k) contributions, bounced checks, failure to pay agreed-upon bonuses, sexual harassment, hostile work environment, sexual discrimination, racial discrimination, retaliation, unfair competition and wrongful termination.

5. Plaintiff Filippo allege that Defendants failed to pay commission-only employees minimum wage in violation of Labor Code sections 510 and 1194.³ Defendants failed to pay Filippou and other Class Members the minimum wage for each pay period as required by the IWC.

¹ The date is extended an additional 354 days through tolling agreements entered into by Plaintiff with Defendants for June 21, 2021 through May 27, 2022 (the "Tolling Agreements").

² The date is extended an additional 354 days through the Tolling Agreements.

³ Filippou and other Recruiters were commission-only employees, yet BCG failed to per them the minimum wage as required by law. Vaquero v. Stoneledge Furniture LLC, 9 Cal. App. 5th 98 (2017).

1 6. BCG is an attorney recruitment service based in Pasadena, California,⁴ with offices in
2 Utah, Texas, Illinois, Florida and other states.⁵ BCG employees recruiters (the “Recruiters”) to place
3 attorneys at typically small and mid-size law firms. (Plaintiff is informed and believes and thereon
4 alleges that at least one Recruiter in California was misclassified as an independent contractor.) BCG
5 also engages potential candidates to place at law jobs. Plaintiffs are informed and believe and thereon
6 allege that Harrison Barnes (“Barnes”) is the CEO, sole principal, controlling owner and operator of
7 BCG.⁶

8 7. For years, at BCG, Defendant Barnes has created an abusive, hostile and dehumanizing
9 environment at BCG. Barnes berates, humiliates and screams at employees, independent contractors,
10 potential candidates, recruits and customers alike, harassing them with racist, sexist, highly-offensive
11 and insulting language, in person, on the phone, in emails and Zoom calls.

12 8. For years, Barnes has regularly sent abusive and threatening emails to Plaintiffs and to
13 other staff members. Harrison has frequently made (and continues to make) sexist, racist, ageist and
14 religion-based discriminatory comments in person, in emails, on phone calls, on video and Zoom calls
15 to Recruiters, employees, independent contractors and candidates. Plaintiffs are informed and believe
16 and thereon allege that Barnes committed the following abusive acts during the Class Period which
17 were witnessed by multiple Recruiters:

- 18 - Barnes made anti-Semitic remarks on group phones calls that included at least one Jewish
19 employee.
- 20 - Barnes made anti-Hispanic remarks on group phone calls with an Hispanic employee.
- 21 - Barnes “jokingly” pretended that he could not pronounce the “foreign” name of a Hispanic
22 employee name “Carolina” and thereafter would only refer to her by her last name.

24 ⁴ <https://www.bcgsearch.com/> (“BCG Attorney Search is a name that has become synonymous with
25 success in placing attorneys in top law firms throughout the country. We are based in Pasadena,
26 California and have offices nationwide. As a recruiting firm, we are very selective in choosing who we
27 work with and that is the reason that we select very few attorneys as our clients every year.”) (accessed
28 May 17, 2022).

⁵ <https://www.crunchbase.com/organization/bcg-attorney-search> (accessed May 17, 2022).

⁶ <https://www.linkedin.com/in/aharrisonbarnes/> (accessed May 17, 2022).

- Barnes told a Recruiter to take a Haitian honors thesis from a candidate's resume because Haiti was a "shithole country" (mirroring Donald Trump's remarks). To "prove" his point about the country, Barnes then clicked through multiple Google images of Haiti in the presence of a Recruiter.
- Barnes frequently commented on the attractiveness of Recruiters, and created an atmosphere where Recruiters believed they were being judged by their looks.
- On a phone call with Filippou, Barnes commented on the body of Lorie B.,⁷ a former Recruiter, saying that she was a "linebacker."
- On a phone call with recruiter Zsaleh H., Barnes made fun of the appearance of Karen K., a former recruiter, because she was not pretty enough.
- Barnes reviewed photos of potential employees (models) to conduct intake calls over the phone, with former Recruiter Annie H. The review process did not include review of resumes. Instead, Barnes categorized the potential employees based upon their looks: "Pretty Enough" and "Not Pretty Enough".
- Barnes would make fun of the appearance, weight, dress and facial expressions of female lawyers with Recruiters by phone and email.
- On a group Zoom call, when a prerecorded message started playing in Mandarin, Barnes jokingly asked, "Is that Annie?", which was offensive because Recruiter Annie H. is Asian.
- On a phone call with Filippou, Barnes stated that an attorney looked like a "Nazi".
- On a phone call with Filippou, Barnes ridiculed an Indian candidate's name and made fun of the languages that he spoke (Punjabi, Hindi and Urdu).
- On a call with a Recruiter, Harrison said that most Black lawyers are untrainable.
- On a call with a Recruiter, Barnes referred to one of the Recruiter's candidates who was a person of color as "Your girl from Africa", even though the candidate was not African (not that it would be acceptable even if the candidate was African).

⁷ For privacy purposes, the last names of the victims have been redacted. However, the harassing conduct was contemporaneously memorialized in emails, Zoom calls, videos, witness statements and thousands of WhatsApp messages exchanged by a group of BCG Recruiters over many years.

- Barnes complained to a half-Persian Recruiter that his own children went to school with “so many crazy Persians”.
- At a training dinner, a drunken Barnes harassed Filippou, other Recruiters and a former Recruiting Manager, by putting his arm around each of them and kissing them on the face without consent.
- At the same Recruiter training dinner, Barnes proudly told his former CEO Coach that the Recruiters were all “so attractive”, that one Recruiter was “gorgeous” and another “looked like a statue” and that he was impressed that another had worked as a professional cheerleader for the NFL.
- Barnes referred to one of Recruiter Lorie B.’s female candidate as a “Hot Persian”.
- Barnes asked Recruiter Amanda M. if her boyfriend was straight after referring to him in a derogatory way as a “Ken Doll”.
- Barnes justified his abusive behavior by telling one Recruiter that she wasn’t “grateful” and that she only had a house because of him and that he saved her from a job with a “shitty” salary.
- When one Recruiter was having trouble attending Zoom calls during the pandemic because she had no child care, Barnes punished her by taking away all of her candidates so that she could no longer earn any commissions.
- Barnes ranked candidates on their attractiveness. Barnes told Recruiters that he felt that candidates could be placed more easily if they were “at least a 4 out of 5” on the attractiveness scale.
- Barnes would “motivate” Recruiters by yelling at them and saying that they were lazy, afraid of rejection or ” psyching themselves out from success”.
- Barnes would retaliate against Recruiters who questioned him by locking them out of the recruitment system, withholding their candidates and commission payments.
- Barnes would often yell at Recruiters and berate them in front of other Recruiters.

- On a private chat during a Zoom call, Barnes made fun of a Recruiter's alleged speech impediment because she said "um" too much.
- After months of harassment, Barnes became volatile and angry, screaming at Recruiting manager Brie M. at the office, causing her to quit on the spot.
- A drunk Barnes sexually harassed Recruiting Manager Brie M. at a company retreat, putting his arm around her and kissing her against her will, despite the fact that she repeated multiple times that she was in a happy marriage and in love with her husband.
- At the same company retreat, Barnes bragged to his CEO Coach that he was sleeping with a French model "on the side" even though he had a girlfriend who owned a lamp fixture company.
- At the same company retreat, Barnes bragged to his CEO Coach that he had sex with the French model on Saturday night and took his girlfriend to church on Sunday morning.
- Barnes' abuse would often bring Recruiters to tears, with the stress causing a video editor to quit and one office manager to faint on the floor of her office.
- Barnes falsely accused Filippou of "sabotaging" the candidate database. Barnes falsely accused Filippou of stealing candidate phone numbers and emails. When Filippou denied the accusations, Barnes taunted her and accused her of being "scared". Barnes yelled at Filippou, humiliated, demoralized and embarrassed Filippou on a call with Carolina, a fellow recruiter. Barnes then retaliated against Filippou by placing unwarranted restrictions on her use of the candidate database so that she could not work.
- Barnes locked Filippou out of the database when she asked about whether Barnes had signed her employment agreement. Then, in order to let Filippou back into the system so that she could earn a living, Barnes demanded that Filippou sign an illegal non-compete agreement and arbitration agreement under duress. Filippou informed her supervisor of the retaliatory actions, but no corrective action was taken.
- Several former Recruiters—including Filippou—had to seek psychiatric help for stress, trauma and PTSD related to Barnes' abuse following their work for the company.

- Barnes would regularly yell at employees and put them down in front of others during meetings. Employees would feel anxious and on edge prior to meetings, not knowing what “mood” Barnes would be in. When meetings were contentious, some employees would text each other privately to comment on the disturbing content of what Barnes was saying.
- Barnes created a culture where asking questions or making suggestions meant that employees were “finding excuses not to do the work”, which resulted in employees being afraid to speak up for fear of retaliation.
- During a team Zoom meeting, Barnes private messaged a Recruiter and made negative comments about another employee’s physical appearance.
- Barnes would make rash decisions and suddenly block recruiters out of the database they used every day to conduct their work with no warning. These occurrences caused intense distress and fear as Recruiters didn’t know if they were being fired. This tactic was used without explanation and caused panic around their ability to do their work and make a living.
- Barnes told one Recruiter that he liked her candidate because she was a “Hot Afghani”.
- Barnes often admitted that he was “an a**hole” and “difficult to work with”. This acknowledgement didn’t deter him from continuing his abusive behavior year after year.
- These are just a few of the hundreds of examples of abuse, hostile work environment and harassment that have pervaded the culture at BCG.

9. Defendant BCG has been, for many years, acutely aware of Barnes’ abusive behavior, which is an open secret in the legal recruitment community.

10. To add insult to injury, Recruiters and other employees and contractors often received checks from BCG that “bounced”. In addition, during extended periods in 2019 and 2020, BCG failed to pay Plaintiff Filippou, Class Members and the Aggrieved Employees AT ALL. Further, Defendants attempted to “re-classify” Recruiters who left the company as independent contractors and in violation of Labor Code 226.8.

11. This Court has jurisdiction over Plaintiff Filippou’s individual and PAGA claims for civil

penalties, Cal. Labor Code § 2698 *et seq.* This Court has jurisdiction over class claims for civil penalties, Cal. Labor Code § 382. This Court has jurisdiction over Plaintiffs’ discrimination and hostile work environment claims pursuant to Cal. Gov. Code §§ 12940, *et seq.*

PARTIES

12. Plaintiffs are individuals over the age of eighteen (18), who, during the time periods relevant to this Complaint, worked for Defendant in the County of Los Angeles, State of California.

13. During the four-year period (plus 354 days) immediately preceding the filing of this Representative and Class Action Complaint (as extended by the Tolling Agreements) and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff Filippou was employed by Defendants as a non-exempt commissioned Recruiter.⁸

14. Plaintiffs are informed and believe, and based thereon alleges, that during the four years preceding the filing of this Representative and Class Action Complaint and continuing to the present, Defendants did (and do) business by operating an attorney placement service, with locations within the County of Los Angeles, and employed Plaintiff Filippou and other, similarly-situated non-exempt employees (and misclassified independent contractors) within the County of Los Angeles and, therefore, were (and are) doing business in the County of Los Angeles and the State of California.

15. Defendant BCG is “America’s Premier Legal Placement Firm for Law Firm Attorneys” www.bcgsearch.com (accessed May 17, 2022).

16. Plaintiff is informed and believes, and based thereon alleges, that BCG is incorporated in Nevada and is not authorized to do and does business in the County of Los Angeles, State of California. (BCG’s status on the California Secretary of State’s website as “FTB Forfeited” [Entity #2908605].)⁹

⁸ The commission structure is as follows: 45% is paid to the placing Recruiter, 50% is paid to BCG and 5% is paid to a bonus pool that is distributed among the Recruiters every six months as a non-discretionary bonus, based on their share of the bonus points earned for that six-month period. The bonuses are non-discretionary because they are based upon a pre-determined formula. This has been affirmed by the California Supreme Court. See Ferra v. Loews Hollywood Hotel, LLC, Case No. S259172 (Cal. S. Ct., July 15, 2021). Further, an employee’s ‘regular rate of compensation’ for meal and rest period premium pay is synonymous with the employee’s ‘regular rate of pay’ for overtime. Thus, when employers pay meal and rest period premiums, they must use the employee’s overtime regular rate of pay, which includes all non-discretionary payments for the work performed.

⁹ <https://businesssearch.sos.ca.gov/CBS/SearchResults?filing=&SearchType=CORP&SearchCriteria=bcg+attorney+search&SearchSubType=Keyword> (accessed May 17, 2022).

17. Plaintiff is informed and believes, and based thereon alleges, that Defendant Barnes is the owner, operator, CEO, officer and/or member of BCG.

18. The true names and/or capacities, whether individual, corporate, associate or otherwise, of defendants Does 1 to 100 inclusive, are unknown to Plaintiff at this time, who therefore sues said defendants by such fictitious names. When the true names and capacities of said defendants have been ascertained, Plaintiff will amend this complaint accordingly. Plaintiff is informed and believes and thereupon alleges that each defendant designated herein as a Doe is responsible, negligently, intentionally, contractually, or in some other actionable manner, for the events and happenings hereinafter referred to, and caused injuries and damages proximately thereby to Plaintiff as is hereinafter alleged, either through said defendants' own wrongful conduct or through the conduct of their agents, servants, employees, representatives, officers or attorneys, or in some other manner.

19. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff, Class Members and the Aggrieved Employees.

JURISDICTION AND VENUE

20. Venue is proper based on the location of the Defendants in Los Angeles County and the location of the commission of the acts alleged herein in Los Angeles County. The relief requested is within the jurisdiction of this Court.

21. Venue as to Defendants is proper in this judicial district, pursuant to California Business and Professions Code section 17203 and California Code of Civil Procedure sections 395(a) and 395.5. Defendant maintains an office, transacts business, has an agent or are otherwise found in the County of Los Angeles and is within the jurisdiction of this court for the purpose of service of process. The unlawful acts alleged herein had a direct effect on and were committed within the State of California. Further, at all times relevant herein Plaintiff was employed by Defendants within the County of Los Angeles.

1 22. This Court has jurisdiction over Defendant because, upon information and belief,
2 Defendant is either a resident of California, has minimum contacts in California, or otherwise
3 intentionally avails itself of the protections of California so as to render California's exercise of
4 jurisdiction over Defendant consistent with traditional notions of fair play and substantial justice.

5 23. This case is properly filed in this court because the home state and local controversy
6 exception to the Class Action Fairness Act under 28 U.S.C. §§ 1332(d)(4)(A)-(B) apply. All the
7 defendants are citizens of California. The Plaintiffs and class members seek significant relief from the
8 Defendants, whose conduct forms a significant basis for the claims asserted by the Plaintiffs and class
9 members. The principal injuries resulting from the alleged conduct or any related conduct of each
10 defendant were incurred in California. During the three-year period preceding the filing of this class
11 action, no other class action has been filed asserting the same or similar factual allegations against any of
12 the Defendants on behalf of the same or other persons. On information and belief, at least two-thirds or
13 more than two-thirds of the members of all proposed classes in the aggregate are citizens of California
14 and the number of members of all proposed plaintiff classes in the aggregate is more than 40.

15 **ADMINISTRATIVE REQUIREMENTS AND TOLLING**

16 24. Plaintiffs have complied with all required administrative requirements prior to the filing of
17 this case.

18 25. Filippou's June 21, 2021, Right to Sue from FEHA is attached hereto as **Exhibit 1**.
19 Witham's May 23, 2022, Right to Sue from FEHA is attached hereto as **Exhibit 1**.

20 26. Filippou's June 21, 2021, PAGA Letter is attached hereto as **Exhibit 3**.

21 27. Plaintiffs and Defendants entered into Tolling Agreements which extended the time for
22 filing this Complaint from June 21, 2021, through June 10, 2022.

23 **GENERAL ALLEGATIONS**

24 28. Plaintiff Filippou worked for BCG during the Class Period as a Recruiter. Plaintiffs and
25 other Class Members were routinely denied meal and rest breaks, proper wage statements and the timely
26 payment of wages. Filippou was a commission-only employee, yet BCG failed to per her the minimum
27 wage as required by law. Vaquero v. Stoneledge Furniture LLC, 9 Cal. App. 5th 98 (2017). During the
28

1 Class Period, Plaintiff Witham worked first as a corporate training consultant for Defendants, but in mid-
2 2021, was transitioned to acting interim Chief Operating Officer.

3 29. Plaintiff Filippou, Aggrieved Employees and other Class Members were denied all pay for
4 several months in 2019 and 2020. To emphasize: Over a period of several months in 2019 and 2020,
5 Defendants failed to pay Plaintiff and the Aggrieved Employees AT ALL. To add insult to injury,
6 Barnes would berate Plaintiff Filippou and Class Members for not working hard enough when they
7 weren't being paid.

8 30. Defendants would often attempt to "re-classify" Recruiters still owed commissions when
9 they left the company as independent contractors in violation of Labor Code 226.8.

10 31. Barnes exploits and victimizes female Recruiters by promising them large salaries, and
11 later withholding commissions and business opportunities from them. On the other hand, male
12 Recruiters were not held to the rigorous standards as the female Recruiters. Plaintiffs believe and
13 thereon alleged on information and belief that male recruiters were not abused, bullied or threatened by
14 Barnes, even though they rarely came into the office and averaged only 1-2 placements per year.

15 32. Plaintiffs and other Class Member were subjected to pervasive and severe unlawful sexual
16 and racial harassment and hostile work environment themselves from Barnes. There has been a long
17 history of abuse at BCG, known to the owner(s), managers and supervisors at BCG.

18 33. Plaintiffs and many witnesses made formal complaints about Barnes. However, Barnes
19 was not disciplined, and continues to this day to harass his subordinates.

20 34. Defendant failed to compensate Plaintiffs and the Aggrieved Employees for their earned,
21 agreed-upon commissions. Plaintiff and the Aggrieved Employees were not timely paid the minimum
22 wages and/or overtime to which they were entitled in violation of California Labor Code §§510 and
23 1194. See Biggs v. Wilson, 1 F3d 1537 (9th Cir. 1993), in which the court found both late payment and
24 nonpayment of minimum wages to violate a statute requiring the payment of minimum hourly wages.

25 35. Plaintiff Filippou and the Aggrieved Employees were frequently required to work without
26 being provided proper meal and rest breaks.

27 36. Plaintiffs and the Aggrieved Employees did not receive required reimbursements under
28

1 California Labor Code § 2802 and the California State Occupational Safety and Health Act (“Cal
2 OSHA”). Cal. Lab. Code § 6300 *et seq.* For example, Plaintiff Witham was required to buy Christmas
3 gifts for employees of BCG, but was never reimbursed for the gifts. Recruiters who were required to
4 work from home during and after the pandemic were not reimbursed for expenses related to their home
5 offices.

6 37. At all times relevant hereto California Labor Code sections 1194 and 1198 and Industrial
7 Welfare Commission (“IWC”) Wage Order 4 required the payment of overtime for hours worked over
8 eight in a workday and over forty in one week.

9 38. At all relevant times mentioned herein, California Labor Code section 1194 provided, in
10 relevant part:

11 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
12 than the legal minimum wage or the legal overtime compensation applicable to the
13 employee is entitled to recover in a civil action the unpaid balance of the full amount of
14 this minimum wage or overtime compensation, including interest thereon, reasonable
15 attorney’s fees, and costs of suit.

16 Cal. Lab. Code § 1194(a).

17 39. At all relevant times mentioned herein, section 1198 of the California Labor Code
18 provided:

19 The maximum hours of work and the standard conditions of labor fixed by the
20 commission shall be the maximum hours of work and the standard conditions of labor for
21 employees. The employment of any employee for longer hours than those fixed by the
22 order or under conditions of labor prohibited by the order is unlawful.

23 Cal. Lab. Code § 1198. Section 1198 refers to “conditions of labor prohibited by the order [of the IWC]”
24 and therefore incorporates by reference IWC Wage Order Number 16. To date, Plaintiff has not been
25 paid for all of the hours he worked for Defendant. By failing to pay Plaintiff and the Aggrieved
26 Employees for all of their hours of work, BCG violated section 1198 by employing Plaintiff and the
27 Aggrieved Employees “under conditions of labor prohibited by the order.” Cal. Lab. Code § 1198.
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1 40. IWC Wage Order 4 provides, in relevant part:

2 (B) Every employer shall pay to each employee, on the established payday for
3 the period involved, not less than the applicable minimum wage for all hours worked in
4 the payroll period, whether the remuneration is measured by time, piece, commissioner,
5 or otherwise.

6 8 Cal. Code Regs. § 11160(4).

7 41. At all relevant times mentioned herein, section 204 of the California Labor Code provided,
8 in relevant part:

9 All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2, earned by any
10 person in any employment are due and payable twice during each calendar month, on days
11 designated in advance by the employer as the regular paydays. Labor performed between
12 the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th
13 and the 26th day of the month during which the labor was performed, and labor performed
14 between the 16th and the last day, inclusive, of any calendar month, shall be paid for
15 between the 1st and 10th day of the following month.

16 Cal. Lab. Code § 204.

17 42. Plaintiff and the Aggrieved Employees were not provided proper meal breaks as required
18 by law. Plaintiff and the Aggrieved Employees were also not provided proper rest breaks.

19 43. At all times relevant hereto, section 226.7 of the California Labor Code provided:

20 (a) No employer shall require any employee to work during any meal or rest period
21 mandated by an applicable order of the Industrial Welfare Commission.

22 (b) If an employer fails to provide an employee a meal period or rest period in accordance
23 with an applicable order of the Industrial Welfare Commission, the employer shall pay the
24 employee one additional hour of pay at the employee's regular rate of compensation for
25 each work day that the meal or rest period is not provided.

26 Cal. Lab. Code § 226.7.

27 44. IWC Wage Order 4 provides, in relevant part:
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1 (26) Every employer shall authorize and permit all employees to take rest periods,
2 which insofar as practicable shall be in the middle of each work period. Nothing in
3 this provision shall prevent an employer from staggering rest periods to avoid
4 interruption in the flow of work and to maintain continuous operations, or from
5 scheduling rest periods to coincide with breaks in the flow of work that occur in the
6 course of the workday. The authorized rest period time shall be based on the total
7 hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours
8 worked, or major fraction thereof. Rest periods shall take place at employer
9 designated areas, which may include or be limited to the employees' immediate work
10 area.

11 . . .

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

16 8 Cal. Code Regs. § 11160(11).

17 45. IWC Wage Order 4 provides, in relevant part, with respect to meal periods:

18 (A) No employer shall employ any person for a work period of more than five (5)
19 hours without a meal period of not less than 30 minutes

20 (B) An employer may not employ an employee for a work period of more than ten (10)
21 hours per day without providing the employee with a second meal period of not less than
22 30 minutes

23

24 (D) Unless the employee is relieved of all duty during a 30 minute meal period, the
25 meal period shall be considered "on duty" meal period and counted as time worked

26

27 (F) If an employer fails to provide an employee a meal period in accordance with the
28

1 applicable provisions of this order, the employer shall pay the employee one (1) hour of
2 pay at the employee's regular rate of compensation for each workday that the meal period
3 is not provided

4 8 Cal. Code Regs. § 11160(10). Here, Plaintiff and the Aggrieved Employees were not provided a second
5 meal break when working more than ten hours in a workday.

6 46. BCG violated sections 226.7 and 512 of the California Labor Code and IWC Wage Order
7 4 by failing to provide proper rest breaks and meal periods. Accordingly, Plaintiff and the Aggrieved
8 Employees are entitled to an additional hour of pay for each workday Plaintiff was not properly provided
9 their rest periods. See Cal. Lab. Code § 226.7(b); 8 Cal. Code Regs. § 11160(11). Plaintiff and the
10 Aggrieved Employees are also entitled to an additional hour of pay for each workday on which they was
11 not provided proper meal periods. See Cal. Lab. Code § 226.7(b); 8 Cal. Code Regs. § 11160(10).

12 47. Compensation for missed meal and rest periods constitutes wages within the meaning of
13 section 200 *et seq.* of the California Labor Code.

14 48. To date, Defendant has failed to compensate Plaintiff, Class Members and the Aggrieved
15 Employees for all of their earned wages in accordance with the California Labor Code, and IWC Wage
16 Order 4.

17 49. At all relevant times mentioned herein, section 226 of the California Labor Code
18 provided:

19 (a) Every employer shall, semimonthly or at the time of each payment of wages,
20 furnish each of his or her employees, either as a detachable part of the check, draft, or
21 voucher paying the employee's wages, or separately when wages are paid by personal
22 check or cash, an accurate itemized statement in writing showing (1) gross wages
23 earned, (2) total hours worked by the employee, except for any employee whose
24 compensation is solely based on a salary and who is exempt from payment of
25 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial
26 Welfare Commission, (3) the number of piece-rate units earned and any applicable
27 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided,
28

1 that all deductions made on written orders of the employee may be aggregated and
2 shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
3 which the employee is paid, (7) the name of the employee and his or her social
4 security number, except that by January 1, 2008, only the last four digits of his or her
5 social security number or an employee identification number other than a social
6 security number may be shown on the itemized statement, (8) the name and address of
7 the legal entity that is the employer, and (9) all applicable hourly rates in effect during
8 the pay period and the corresponding number of hours worked at each hourly rate by
9 the employee. The deductions made from payments of wages shall be recorded in ink
10 or other indelible form, properly dated, showing the month, day, and year, and a copy
11 of the statement or a record of the deductions shall be kept on file by the employer for
12 at least three years at the place of employment or at a central location within the State
13 of California.

14

15 (e) An employee suffering injury as a result of a knowing and intentional failure by an
16 employer to comply with subdivision (a) is entitled to recover the greater of all actual
17 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
18 one hundred dollars (\$100) per employee for each violation in a subsequent pay
19 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is
20 entitled to an award of costs and reasonable attorney's fees.

21 Cal. Lab. Code § 226.

22
23 50. Throughout the period of Plaintiff's employment with BCG, BCG failed to provide her
24 with all of the data required by section 226(a) of the California Labor Code. For example, BCG knew
25 that Plaintiffs and the Aggrieved Employees were not provided with a third rest break when working over
26 ten hours per day or a second meal break, yet BCG failed and refused to reflect the additional wages that
27 accrued to Plaintiffs and the Aggrieved Employees on account of these facts on the wage statements.
28 Further, the wage statement is confusing in that it does not list the name of the legal entity which is the

1 employer on the wage statements, making it impossible to determine from the wage statement alone the
2 identity of the legal entity that is the employer. In addition, the wage statements utterly fail to identify
3 the “rate of pay and the total hours worked for each temporary services assignment,” all as required by
4 section 226(a)(9) of the California Labor Code.

5 51. At all relevant times mentioned herein, section 1174 of the California Labor Code
6 provided:

7 Keep, at a central location in the state or at the plants or establishments at which
8 employees are employed, payroll records showing the hours worked daily by and the
9 wages paid to, and the number of piece-rate units earned by and any applicable piece rate
10 paid to, employees employed at the respective plants or establishments. These records
11 shall be kept in accordance with rules established for this purpose by the commission, but
12 in any case shall be kept on file for not less than two years.

13 Cal. Lab. Code § 1174(d).

14 52. IWC Wage Order 4 provides, in relevant part:

15 (A) Every employer who has control over wages, hours, or working conditions
16 shall keep accurate information with respect to each employee, including the following:

17 (1) The employee’s full name, home address, occupation, and social security
18 number. The employee’s date of birth, if under 18 years of age, and designation as a
19 minor. Time records showing when the employee begins and ends each work period.
20 Meal periods, split shift intervals, and total daily hours worked shall also be recorded.
21 Meal periods during which operations cease and authorized rest periods need not be
22 recorded.

23 (2) Total wages paid each payroll period, including value of board, lodging, or
24 other compensation actually furnished to the employee.

25 (3) Total hours worked during the payroll period and applicable rates of pay. This
26 information shall be made readily available to the employee upon reasonable request.

27 When a piece rate or incentive plan is in operation, piece rates or an explanation of the
28

1 incentive plan formula shall be provided to employees. An accurate production record
2 shall be maintained by the employer.

3 (B) Every employer who has control over wages, hours, or working conditions
4 shall semimonthly or at the time of each payment of wages furnish each employee an
5 itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the
6 period for which the employee is paid; (3) the name of the employee or the employee's
7 social security number; and (4) the name of the employer, provided all deductions made
8 on written orders of the employee may be aggregated and shown as one item. (See Labor
9 Code Section 226.) This information shall be furnished either separately or as a detachable
10 part of the check, draft, or voucher paying the employee's wages.

11 8 Cal. Code Regs. §11160(6)(A)–(B).

12 53. BCG failed to maintain payroll records required by the California Labor Code and IWC
13 Wage Order 4. For example, BCG failed to record the “[t]ime records . . . when the employee begins and
14 ends each work period.” 8 Cal. Code Regs. §11160(6)(A)(1).

15 54. Section 2699 of the California Labor Code, the Labor Code Private Attorneys General Act
16 of 2004, provides in subpart (a) and subparts (f) through (g):

17 (26) Notwithstanding any other provision of law, any provision of this code that
18 provides for a civil penalty to be assessed and collected by the Labor and Workforce
19 Development Agency or any of its departments, divisions, boards, agencies or
20 employees, for a violation of this code, may, as an alternative, be recovered through a
21 civil action brought by an aggrieved employee on behalf of himself or herself and
22 other current or former employees.

23

24 (f) For all provisions of this code except those for which a civil penalty is specifically
25 provided, there is established a civil penalty for a violation of these provisions, as follows
26 . . . (2) If, at the time of the alleged violation, the person employs one or more employees,
27 the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period
28

1 for the initial violation and two hundred dollars (\$200) for each aggrieved employee per
2 pay period for each subsequent violation.

3

4 (g) Except as provided in paragraph (2), an aggrieved employee may recover the civil
5 penalty described in subdivision (f) in a civil action pursuant to the procedures specified in
6 Section 2699.3 filed on behalf of himself or herself and other current or former employees
7 against whom one or more of the alleged violations was committed. Any employee who
8 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs.
9 Nothing in this part shall operate to limit an employee's right to pursue or recover other
10 remedies available under state or federal law, either separately or concurrently with an
11 action taken under this part.

12 Cal. Lab. Code § 2699.

13 55. At all times relevant herein, section 226.3 of the California Labor Code provided,
14 in relevant part:

15 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
16 penalty in the amount of two hundred fifty dollars (\$ 250) per employee per violation in
17 an initial citation and one thousand dollars (\$ 1,000) per employee for each violation in a
18 subsequent citation, for which the employer fails to provide the employee a wage
19 deduction statement or fails to keep the records required in subdivision (a) of Section 226.
20 The civil penalties provided for in this section are in addition to any other penalty
21 provided by law.

22 Cal. Lab. Code § 226.3.

23 56. At all times relevant herein, section 210 of the California Labor Code provided, in
24 relevant part:

25 (a) In addition to, and entirely independent and apart from, any other penalty provided in
26 this article, every person who fails to pay the wages of each employee as provided in
27
28

1 Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil
2 penalty as follows:

3 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
4 employee.

5 (2) For each subsequent violation, or any willful or intentional violation, two hundred
6 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
7 unlawfully withheld.

8 Cal. Lab. Code § 210.

9 57. At all times relevant herein, section 558 of the California Labor Code provided, in
10 relevant part:

11 (a) Any employer or other person acting on behalf of an employer who violates, or causes
12 to be violated, a section of this chapter or any provision regulating hours and days of work
13 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
14 follows:

15 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
16 period for which the employee was underpaid in addition to an amount sufficient to
17 recover underpaid wages.

18 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid in addition to an
20 amount sufficient to recover underpaid wages.

21 (3) Wages recovered pursuant to this section shall be paid to the affected employee.

22

23 (e) The civil penalties provided for in this section are in addition to any other civil or
24 criminal penalty provided by law.

25 Cal. Lab. Code § 558.

26 58. At all times relevant herein, section 1197.1 of the California Labor Code provided, in
27 relevant part:

1 (26) Any employer or other person acting either individually or as an officer, agent,
2 or employee of another person, who pays or causes to be paid to any employee a wage
3 less than the minimum fixed by an order of the commission shall be subject to a civil
4 penalty as follows:

5 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
6 for each underpaid employee for each pay period for which the employee is underpaid.

7 (2) For each subsequent violation for the same specific offense, two hundred fifty
8 dollars (\$250) for each underpaid employee for each pay period for which the employee is
9 underpaid regardless of whether the initial violation is intentionally committed.

10 Cal. Lab. Code § 1197.1.

11 59. Wage Order 4 provides for civil penalties with respect to violations of the Wage
12 Order:

13 (26) Penalties for Violations of the Provisions of this Order. Any employer or any other
14 person acting on behalf of the employer who violates, or causes to be violated, the
15 provisions of this order, shall be subject to civil and criminal penalties as provided by
16 law. In addition, violation of any provision of this order shall be subject to a civil
17 penalty as follows: (1) Initial Violation - \$50.00 for each underpaid employee for each
18 pay period during which the employee was underpaid in addition to the amount which
19 is sufficient to recover unpaid wages. (2) Subsequent Violations - \$100.00 for each
20 underpaid employee for each pay period during which the employee was underpaid in
21 addition to an amount which is sufficient to recover unpaid wages. (3) The affected
22 employee shall receive payment of all wages recovered. The labor commissioner may
23 also issue citations pursuant to California Labor Code Section 1197.1 for non-payment
24 of wages for overtime work in violation of this order.

25 8 Cal. Code Regs. §11160(18)(A).

26 60. Under section 201.3 of the California Labor Code, Defendant is a "Temporary services
27 employer." Pursuant to the relevant statute:
28

1 (a) For purposes of this section, the following definitions apply:

2 (1) "Temporary services employer" means an employing unit that contracts with clients
3 or customers to supply workers to perform services for the clients or customers and that
4 performs all of the following functions:

5 (A) Negotiates with clients and customers for matters such as the time and place where
6 the services are to be provided, the type of work, the working conditions, and the quality
7 and price of the services.

8 (B) Determines assignments or reassignments of workers, even if workers retain the
9 right to refuse specific assignments.

10 (C) Retains the authority to assign or reassign a worker to another client or customer
11 when the worker is determined unacceptable by a specific client or customer.

12 (D) Assigns or reassigns workers to perform services for clients or customers.

13 (E) Sets the rate of pay of workers, whether or not through negotiation.

14 (F) Pays workers from its own account or accounts.

15 (G) Retains the right to hire and terminate workers.

16 ...

17 (b) (1) Except as provided in paragraphs (2) to (5), inclusive, if an employee of a
18 temporary services employer is assigned to work for a client, that employee's wages are
19 due and payable no less frequently than weekly, regardless of when the assignment ends,
20 and wages for work performed during any calendar week shall be due and payable not
21 later than the regular payday of the following calendar week. A temporary services
22 employer shall be deemed to have timely paid wages upon completion of an assignment if
23 wages are paid in compliance with this subdivision.

24 (2) If an employee of a temporary services employer is assigned to work for a client on a
25 day-to-day basis, that employee's wages are due and payable at the end of each day,
26 regardless of when the assignment ends, if each of the following occurs:

1 (A) The employee reports to or assembles at the office of the temporary services
2 employer or other location.

3 (B) The employee is dispatched to a client's worksite each day and returns to or reports
4 to the office of the temporary services employer or other location upon completion of the
5 assignment.

6 (C) The employee's work is not executive, administrative, or professional, as defined in
7 the wage orders of the Industrial Welfare Commission, and is not clerical.

8 . . .

9 (4) If an employee of a temporary services employer is assigned to work for a client and
10 is discharged by the temporary services employer or leasing employer, wages are due and
11 payable as provided in Section 201.

12 (5) If an employee of a temporary services employer is assigned to work for a client and
13 quits his or her employment with the temporary services employer, wages are due and
14 payable as provided in Section 202.

15 (6) If an employee of a temporary services employer is assigned to work for a client for
16 over 90 consecutive calendar days, this section shall not apply unless the temporary
17 services employer pays the employee weekly in compliance with paragraph (1) of
18 subdivision (b).

19 (c) A temporary services employer who violates this section shall be subject to the civil
20 penalties provided for in Section 203, and to any other penalties available at law.

21 (d) Nothing in this section shall be interpreted to limit any rights or remedies otherwise
22 available under state or federal law.

23 Cal. Lab. Code §201.3.

24 III.

25 CLASS ACTION ALLEGATIONS

26 61. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a Class
27 Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following class
28

1 and subclasses composed of and defined as follows:

2 **THE CLASS**

3 “All persons who were paid for services by BCG from four years and 354
4 days prior to filing of the Complaint until entry of Judgment by the Court
5 (the “Class Period”).

6 **THE MINIMUM WAGE SUBCLASS**

7 “All current and former non-exempt employees who were paid commissions
8 BCG from four years and 354 days prior to filing of the Complaint until entry
9 of Judgment by the Court (the “Class Period”).

10 **THE SEXUAL HARASSMENT SUBCLASS**

11 (California Civil Code § 51.9 and 52)

12 “All current and former non-exempt employees, independent contractors and
13 candidates who were engaged by BCG from four years and 354 days prior
14 to filing of the Complaint until entry of Judgment by the Court (the “Class
15 Period”).

16 **THE WAGE STATEMENT SUBCLASS**

17 “All current and former non-exempt employees who received wage
18 Statements from BCG from four years and 354 days prior to filing of the
19 Complaint until entry of Judgment by the Court (the “Class Period”).

20 **THE FINAL PAY SUBCLASS**

21 “All current and former non-exempt employees who received final
22 paychecks from BCG from four years and 354 days prior to filing of the
23 Complaint until entry of Judgment by the Court (the “Class Period”).

24 **THE COMMISSION NON-PAYMENT SUBCLASS**

25 “All current and former Recruiters engaged by BCG from four years and 354
26 days prior to filing of the Complaint until entry of Judgment by the Court
27 (the “Class Period”).
28

THE MISCLASSIFICATION SUBCLASS

“All persons engaged by BCG as independent contractors from four years and 354 days prior to filing of the Complaint (until entry of Judgment by the Court (the “Class Period”).

62. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

63. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and each of the proposed Class is easily ascertainable.

64. Defendants, through the direct actions of its owner, Barnes, and broadened by the acquiescence toward the harassing acts of other employees, created a hostile environment for female employees, candidates, recruits, customers and independent contractors.

65. The cumulative effect of harassing, degrading, offensive and discriminatory acts was to create a single, unified, abusive environment in which unwelcome behavior toward women was standard operating procedure.

A. Numerosity

66. The potential members of the Class as defined are so numerous that joinder of all the members the Class is impracticable. While the precise number of the Class has not been ascertained at this time, Plaintiff is informed and believe, and based thereon allege, that Defendants currently employs or engages, and during the relevant time periods employed, over 40 persons in the State of California who fall within the Class definition. While Plaintiff does not know the exact number and identity of all Class Members, Plaintiff is informed and believe that there are at least 40 Class Members. This proposed class is so numerous that joinder of all persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court

67. Accounting for employee turnover during the relevant period necessarily increases this number. Plaintiff alleges Defendants’ employment records would provide information as to the number

1 and location of members of the Class. Joinder of members of the Class is not practicable.

2 **B. Commonality**

3 68. There are questions of law and fact common to the Class that predominate over any
4 questions affecting only individual class members. These common questions of law and fact include,
5 without limitation:

- 6 a. Whether Defendants failed to pay Plaintiff and Class members all wages due and
7 owing during the course of their employment, in violation of Labor Code §§ 510,
8 558, 1194 and 1194.2;
- 9 b. Whether Defendants failed to properly provide meal or rest periods or compensation
10 in lieu thereof to Plaintiff and members of the Class, in violation of Labor Code §§
11 226.7, 512 and 558;
- 12 c. Whether Defendants failed to provide Plaintiff and members of the Class accurately
13 itemized wage statements, in accordance with Labor Code § 226(a);
- 14 d. Whether Defendants failed to reimburse Plaintiff and Class members for necessary
15 business expenses incurred in direct consequence of the discharge of their duties, in
16 violation of Labor Code § 2802;
- 17 e. Whether Defendants willfully misclassified Plaintiff and Class members as
18 independent contractors instead of employees, in violation of Labor Code § 226.8;
- 19 f. Whether Defendants made improper deductions from Plaintiff and Class members
20 wages, in violation of Labor Code § 221;
- 21 g. Whether Defendants failed to timely pay Plaintiff and members of the Class all
22 wages due and owing at the separation of their employment, in violation of Labor
23 Code §§ 201-203; and
- 24 h. Whether Plaintiff and members of the Class are entitled to equitable relief pursuant
25 to Business & Professions Code § 17200 *et seq.*
- 26 i. Whether Plaintiff and members of the Class were systematically harassed and
27 subjected to a hostile work environment.
28

- j. Whether Defendants' engaged in conduct that constituted unlawful sex discrimination and/or sexual harassment;
- k. Whether Defendants violated California's Unruh Act, Cal. Civ. Code §§ 51 and/or 51.5;
- l. Whether Defendants violated California Civil Code § 51.9;
- m. Whether Defendants violated California's Bane Act, Cal. Civ. Code § 52.1;
- n. Whether Plaintiffs and Class Members have been harmed and the proper measure of relief;
- o. Whether Plaintiff and Class Members are entitled to an award of punitive damages, attorneys' fees and expenses against Defendants; and
- p. Whether, as a result of Defendants' misconduct, Plaintiff and Class Members are entitled to equitable relief, and if so, the nature of such relief.

69. Common issues predominate in that there are questions of law and fact common to the proposed classes which predominate over any questions that may affect particular Class Members. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because the putative class members have little or no interest in individually controlling the prosecution of separate actions and individualized litigation would increase the delay and expense to all parties and the court system. Furthermore, it is desirable to concentrate the litigation of the claims in this Court because the practices and procedures complained of occurred within this Court's jurisdiction.

C. Typicality

70. The claims of the named Plaintiff is typical of the claims of members of the Class. Plaintiff and members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

71. The claims alleged by Named Plaintiff herein encompass the challenged practices and common courses of conduct of Defendants and are typical of those claims which could be alleged by any member of the proposed class. Named Plaintiff's claims arise out of the alleged courses of conduct by Defendants and are based on the same legal theories as the claims of the putative class members. The

1 legal issues as to which California laws are violated by such conduct apply equally to Named Plaintiff and
2 the putative class members. Further, the relief sought by Named Plaintiff is typical of the relief which
3 would be sought by each member of the proposed class if they were to file separate actions. Named
4 Plaintiff is a proper representative of the proposed class because they will fairly and adequately represent
5 and protect the interests of all putative class members and because there are no known conflicts of interest
6 between Named Plaintiff and any putative class members. Named Plaintiff is a proper representatives of
7 the proposed class because they will fairly and adequately represent and protect the interests of all
8 putative class members and because there are no known conflicts of interest between Named Plaintiff and
9 any putative class members.

10 **D. Adequacy of Representation**

11 72. Plaintiff will fairly and adequately represent and protect the interests of members of the
12 Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class
13 actions.

14 **E. Superiority of Class Action**

15 73. A class action is superior to other available means for the fair and efficient adjudication of
16 this controversy. Individual joinder of all proposed members of the Class is not practicable, and questions
17 of law and fact common to the proposed Class predominate over any questions affecting only individual
18 members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to
19 recovery by reason of Defendants' illegal policies and/or practices.

20 74. Class action treatment will allow those similarly situated persons to litigate their claims in
21 the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware
22 of any difficulties that are likely to be encountered in the management of this action that would preclude
23 its maintenance as a class action.

24 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

25 75. Plaintiff Filippou was employed by Defendants as a Recruiter in Los Angeles County,
26 California at until approximately June 18, 2021.

1 76. Due to Defendants' failure to pay Plaintiff for hours worked over 8.0 hours in a workday,
2 Plaintiff is owed overtime wages for each shift worked in excess of 8.0 hours per workday.

3 77. Defendants failed to pay Plaintiff overtime compensation for all hours worked in excess of
4 8.0 hours per workday, in violation of Wage Order 4, § 3(B)(2).

5 78. Defendants also failed to pay for all hours worked by Plaintiff and other non-exempt
6 employees due to Defendants' policy/practice of regularly, systematically, and failing to properly
7 compensate and other non-exempt employees for all hours worked. As a result of Defendants' timekeeping
8 policy and/or practice that failed to compensate for all hours worked, Plaintiff and other non-exempt
9 employees were deprived of all required minimum wages and additional overtime wages earned.

10 79. Additionally, Defendants failed to authorize and permit Plaintiff to take uninterrupted, paid
11 rest periods for shifts in excess of 3.5 hours, in violation of California law. Despite Defendants' failure to
12 authorize and permit all required rest periods due to their uniform and unlawful policies/practices,
13 Defendants failed to provide Plaintiff with an hour of pay at her regular rate for each rest period violation
14 as required by Labor Code § 226.7.

15 80. Defendants failed to pay proper minimum wage in that they failed to pay commission-only
16 employees the required minimum wage during every pay period.

17 81. As a result of Defendants' failure to pay all overtime and minimum wages as well as
18 Defendants' failure to authorize and permit required rest periods or pay rest period premium wages in lieu
19 thereof, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to
20 Defendant. Further, Defendant's wage statements are facially deficient due to misstating the name of the
21 legal entity which is the employer and the double time rate of pay in violation of Labor Code § 226(a)(9)
22 and failing to include all-inclusive dates of the pay period, in violation of Labor Code § 226(a)(6).

23 82. Based on the foregoing, Plaintiffs Filippou seeks to represent herself and all aggrieved
24 employees, as defined by Labor Code § 2699(c).

25 83. On or about June 21, 2021, Plaintiff Filippou gave written notice by certified mail of
26 Defendant's violations of various provisions of the California Labor Code as alleged in this Complaint to
27 the Labor and Workforce Development Agency ("LWDA") and Defendant. See Letter from Alan Harris
28

1 to the LWDA and Defendant (June 21, 2021) attached hereto as Exhibit 5. Included with the written
2 notice to the LWDA and Defendant was a copy of Plaintiff's draft Complaint, which outlined in detail
3 the facts and circumstances concerning the violations alleged by Plaintiff. Plaintiff brings this action
4 pursuant to PAGA, on an individual and a representative basis on behalf of all natural persons who, at
5 any time during the one year preceding the filing of the PAGA notice through the present, were or are
6 employed by Defendant BCG ATTORNEY SEARCH ("BCG") as a non-exempt hourly employee in
7 California. The number of aggrieved employees is believed to be in excess of fifty, which is readily
8 ascertainable through examination of Defendant's records.

9
10 84. More than sixty-five days have passed from the date of Plaintiff's notice to the LWDA
11 and Plaintiff has not been notified by the LWDA that it intends to investigate Plaintiff's allegations.
12 Therefore, Plaintiff, pursuant to section 2699.3(a)(2)(A), may then "commence a civil action pursuant to
13 Section 2699." Cal. Lab. Code § 2699.3(a)(2)(A).

14 85. Plaintiff is informed and believes and thereon alleges that Defendant has routinely failed
15 to provide Plaintiff and other Aggrieved Employees with proper itemized wage statements, minimum and
16 overtime wages, proper meal and rest periods, reimbursement for protective footwear, and all wages due
17 at termination of their employment. Defendant also unlawfully failed to keep accurate payroll records
18 showing Aggrieved Employees' hours worked and wages paid.

19 86. Plaintiff alleges that Defendant violated PAGA in the following ways: (1) failing to pay
20 Aggrieved Employees accrued wages for all hours worked in violation of Wage Order No. 16 and Labor
21 Code §§ 201.3, 204, 510, 1182.12, 1194, and 1197; (2) willfully failing to provide Aggrieved Employees
22 with itemized wage statements in violation of Labor Code §§ 226(a), 1174, and 1174.5; (3) failing to
23 provide the Aggrieved Employees with meal and rest periods in violation of Labor Code § 226.7, and
24 IWC Wage Order 4; (4) failing to reimburse Plaintiff for the purchase of protective footwear in violation
25 of section 2802 of the California Labor Code; (5) willfully failing to pay compensation owed in a prompt
26 and timely manner to Plaintiff and other Aggrieved Employees whose employment with Defendant
27 terminated in violation of Wage Order No. 16 and Labor Code §§ 201, 201.3, 202, 203 and 558; (6)
28 failing to timely and properly respond to Labor Code section 226(b) requests for production of

1 documents: and (7) failing to keep required payroll records in violation of Labor Code §§ 1174 and
2 1174.5. “PAGA actions can serve to *indirectly* enforce certain wage order provisions by enforcing
3 *statutes* that require compliance with wage orders (e.g., § 1198, which prohibits longer work hours than
4 those fixed by wage order or employment under conditions prohibited by a wage order).” Thurman v.
5 Bayshore Transit Mgmt., Inc., 203 Cal. App. 4th 1112, 1132 (2012).

6 87. There is a well-defined community of interest in the questions of law and fact common to
7 the Aggrieved Employees. The key questions are the same for each Aggrieved Employee. These
8 common questions include, but are not limited to, the following:

9 a. Whether BCG failed to provide accurate itemized wage statements to each and every
10 Aggrieved Employee.

11 b. Whether BCG failed to provide Aggrieved Employees with proper meal periods.

12 c. Whether BCG failed to provide Aggrieved Employees with proper rest periods.

13 d. Whether BCG failed to provide a one-hour wage premium in those instances when
14 Aggrieved Employees were not provided with a meal period.

15 e. Whether BCG failed to provide a one-hour wage premium in those instances when
16 Aggrieved Employees were not provided with a rest period.

17 f. Whether BCG failed to maintain accurate time-keeping and payroll records for the
18 Aggrieved Employees.

19 g. Whether BCG’s failure to provide accurate itemized wage statements to each and every
20 Aggrieved Employee violates sections 226.

21 h. Whether BCG failed to pay all wages in a timely fashion upon each and every Aggrieved
22 Employees’ discharge from, or resignation of, employment in violation of sections 201 and/or 202 of the
23 California Labor Code.

24 i. Whether BCG failed to pay overtime in a timely fashion under California Labor Code
25 section 201.3 and 204 to the Aggrieved Employees.

26 j. Whether BCG failed to pay minimum wage under California Labor Code section 1194(a)
27 to the Aggrieved Employees.
28

1 k. Whether BCG failed to pay proper minimum wages and/or overtime wages under
2 California Labor Code sections 510 and 1194 to the Aggrieved Employees.

3 88. There is a well-defined community of interest in the questions of law and fact common to
4 the Aggrieved Employees.

5 89. Plaintiff's claims are typical of the claims of the Aggrieved Employees, which claims all
6 arise from the same general operative facts, namely, BCG did not compensate its employees as required
7 by the California Labor Code and applicable Wage Order. Plaintiff has no conflict of interest with the
8 other Aggrieved Employees and is able to represent the Aggrieved Employees' interests fairly and
9 adequately.

10 **FIRST CAUSE OF ACTION**

11 (Cal. Lab. Code §§ 1194, 1194.2 and 1198 and IWC Wage Order 4,
12 Failure to Pay Overtime)
(On Behalf of Plaintiff Filippou and the Class Against Defendant BCG)

13 90. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set
14 forth in the Complaint.

15 91. Respondent BCG, by at times failing to pay Plaintiff for minimum wage and/or overtime
16 and failing to pay her for double-time, has violated sections 510, 1194, and 1198 of the California Labor
17 Code and IWC Wage Order 4.

18 92. Plaintiff is, accordingly, entitled to recovery of the unpaid balance of the full amount of
19 her unpaid overtime, including interest thereon, reasonable attorneys' fees and costs of suit, in
20 accordance with section 1194(a) of the California Labor Code.

21 93. Plaintiff is also entitled to liquidated damages in accordance with section 1194.2 of the
22 California Labor Code.

23 **SECOND CAUSE OF ACTION**

24 (Cal. Lab. Code § 226, Failure to Provide Accurate Information on Wage Statements)
(On behalf of Plaintiff Filippou and the Class Against Defendant BCG)

25 94. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set
26 forth in the Complaint.

27 95. Defendant BCG employed Plaintiff but failed to provide her with the data required by
28 section 226(a) of the California Labor Code. Defendant BCG's actions were intentional and caused

injury to Plaintiff insofar as Plaintiff was deprived of data to which he was legally entitled.

96. Accordingly, Plaintiff is entitled to damages and costs and attorney's fees, demand for which is hereby made in accord with the provisions of California Labor Code section 226(e).

THIRD CAUSE OF ACTION

(Failure to maintain Accurate Payroll Time Records,
Labor Code section 1174, IWC Wage Order No. 16)

(On Behalf of Plaintiff Filippou and the Class Against Defendant BCG)

97. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set forth in the Complaint.

98. Defendant BCG has violated California Labor Code section 1174 and IWC Wage Order No. 16 by willfully failing to keep required payroll records showing the actual hours and/or the begin and end time worked each day by Plaintiff. Indeed, the IWC Wage Order requires that the employer maintain "[t]ime records showing when the employee begins and ends each work period." 8 Cal. Code Regs. § 11160(6)(A)(1). Defendant BCG failed to properly maintain such records.

99. As a direct and proximate result of Defendant BCG's failure to maintain payroll records, Plaintiff suffered actual economic harm as he has been precluded from accurately monitoring the number of hours worked and thus seeking all accrued pay.

100. Plaintiffs also request relief as described below.

FOURTH CAUSE OF ACTION

(Failure to Provide Proper Rest Periods, California Labor Code section 226.7 and IWC Wage Order 4)
(On Behalf of Plaintiff Filippou and the Class Against Defendant BCG)

101. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set forth in the Complaint.

102. At all times herein relevant, section 226.7 of the California Labor Code and 8 California Code of Regulations section 11160 provided that employees must receive rest periods of ten minutes for each four hours of work. 8 Cal. Code Regs. 11160(11)(A). BCG failed to provide Plaintiffs with a third rest period. Because Respondent BCG failed to properly provide the required rest periods, it is liable to Plaintiff for one hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to Labor Code section 226.7 and California Code of Regulations section 11160, for the period of time from the four years prior to the filing of the Complaint

1 to date. Plaintiff also request relief as described below.

2 **FIFTH CAUSE OF ACTION**

3 (Failure to Provide Proper Meal Periods, California Labor Code sections 226.7 and 512 and
4 IWC Wage Order 4)

5 (On Behalf of Plaintiff Filippou and the Class Against Defendant BCG)

6 103. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set
7 forth in the Complaint.

8 104. At all times herein relevant, sections 226.7 and 512 of the California Labor Code and 8
9 California Code of Regulations section 11160 provided that employees must receive meal periods of not
10 less than thirty minutes if an employee works for a period of more than five hours and a second thirty-
11 minute meal period if an employee works for a period more than ten hours in a workday. 8 Cal. Code
12 Regs. 11160(10).

13 105. Because Defendant BCG failed to properly provide the proper meal periods, it is liable to
14 Plaintiff for one hour of additional pay at the regular rate of compensation for each workday that the
15 proper meal periods were not provided pursuant to Labor Code section 226.7 and California Code of
16 Regulations section 11160. Plaintiff also requests relief as described below.

17 **SIXTH CAUSE OF ACTION**

18 (Cal. Lab. Code § 203—Continuing Wages)

19 (On Behalf of Plaintiff Filippou Against Defendant BCG)

20 106. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set
21 forth in the Complaint.

22 107. Plaintiff Filippou was discharged in 2021, but was not provided all of her wages within
23 the time required by the California Labor Code, despite Defendant BCG's knowledge of its obligation to
24 do so. Defendant BCG's actions were "willful" within the meaning of section 203 of the California
25 Labor Code. Plaintiff alleges that Defendant has likewise willfully failed to pay her all of her due and
26 owing wages under sections 201, 201.3 or 202.

27 108. Plaintiff is therefore entitled to thirty days of continuing wages pursuant to California
28 Labor Code section 203.

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SEVENTH CAUSE OF ACTION

(Cal. Lab. Code § 2802— Indemnification and Reimbursement of Expenditures)
(On Behalf of Plaintiffs Against Defendant BCG)

109. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set forth in the Complaint.

110. At all relevant times herein, California Labor Code section 2802 provided, in relevant part:

(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or duties

(b) All awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

(c) For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing rights granted by this section.

Cal. Lab. Code § 2802.

111. At all relevant times herein, Wage Order 4 provided, in relevant part:

(A) When the employer requires uniforms to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer. The term “uniform” includes wearing apparel and accessories of distinctive design or color.

(B) When the employer requires the use of tools or equipment or they are necessary for the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft in conformity with Labor Code Section 2802.

8 Cal. Code Regs. §11160(8).

112. In the discharge of its duties, Defendant BCG required Plaintiffs to occasionally work at home and provide cell phone and computer equipment and maintained personally and was not

1 reimbursed for her out-of-pocket expenses.

2 113. Pursuant to section 2802 of the California Labor Code, Plaintiff is entitled to
3 reimbursement of their out-of-pocket expenses from Defendant, interest thereon, attorneys' fees and
4 costs, according to proof.

5 **EIGHTH CAUSE OF ACTION**

6 (Cal. Lab. Code § 226—Failure to Provide Employment Records Upon Request)
7 (On Behalf of Plaintiff Filippou Only Against Defendant BCG)

8 114. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set
9 forth in this Complaint.

10 115. Pursuant to Labor Code section 226(b), an employer shall afford current and former
11 employees the right to inspect or copy the records pertaining to that current or former employee, upon
12 reasonable request to the employer.

13 116. Plaintiff has requested that Defendant BCG permit inspection or copying of Plaintiff's
14 employment records pursuant to Labor Code section 226(b). Defendant BCG has failed to provide
15 Plaintiff with an opportunity to inspect or copy her employment records within 21 days of her request.

16 117. Pursuant to Labor Code section 226(f) and (g), Plaintiff is entitled, and hereby seeks to
17 recover from Defendant BCG a seven-hundred-fifty dollar (\$750) penalty, reasonable attorneys' fees, and
18 the cost of bringing this cause of action.

19 **NINTH CAUSE OF ACTION**

20 (Cal. Lab. Code § 2698 *et seq.*, Civil Penalties Under the Private Attorneys General Act)
21 (On Behalf of Plaintiff Filippou Against Defendant BCG)

22 118. Plaintiff realleges and incorporates herein by reference the allegations contained in this
23 Complaint as though fully set forth herein.

24 119. Defendants have committed several Labor Code violations against Plaintiff and other
25 similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §
26 2698 *et seq.*, acting on behalf of herself and other similarly aggrieved employees, brings this
27 representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly
28 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a)
and (f) including, but not limited to (1) \$50.00 for each initial violation and \$100 for each subsequent

1 violation of Labor Code § 558 per employee per pay period, plus an amount sufficient to recover the
2 unpaid wages and; (2) \$100.00 for each initial violation and \$200 for each subsequent violation per
3 employee per pay period for the following Labor Code violations.

4 120. Plaintiff is an “aggrieved employee” under PAGA, as she employed by Defendant during
5 the applicable statutory period and suffered one or more of the Labor Code Violations set forth herein.
6 Accordingly, they seek to recover on behalf of themselves and all other current and former Aggrieved
7 Employees of Defendant, the civil penalties for which provision is made by PAGA, as well as reasonable
8 attorney’s fees and costs.

9 121. Pursuant to section 2699.3(a)(1) of the Labor Code, by certified mail posted on May 24,
10 2021, Plaintiff Filippou gave written notice to the California Labor and Workforce Development Agency
11 (“LWDA”) of the specific provisions of the Labor Code alleged to have been violated by Defendant,
12 including the theories set forth in this Complaint. Also on that day, Plaintiff gave written notice by
13 certified mail to Defendant of the specific provisions of the Labor Code alleged to have been violated by
14 Defendant.

15 122. Therefore, after the appropriate passage of time, Plaintiff “may as a matter of right amend
16 [the] existing [C]omplaint to add a cause of action arising under [the Labor Code Private Attorney
17 General Act (“LCPAGA”).” Cal. Lab. Code § 2699.3(a)(2)(C). PAGA establishes civil penalties for
18 violations of the Labor Code, including the violations alleged in this Complaint.

19 123. Plaintiff Filippou notified Defendant BCG, and the California Labor and Workforce
20 Development Agency (“LWDA”) via e-mail of Defendants’ violations of the California Labor Code and
21 Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with
22 respect to violations of the California Labor Code identified in Paragraph 20 €-(f). Now that sixty-five
23 days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her
24 administrative requirements for bringing a claim under the Private Attorneys General Act with respect to
25 these violations.

26 124. Plaintiffs seek to recover the PAGA civil penalties through a representative action
27 permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal.4th 969 (2009).
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1 Therefore, class certification of the PAGA claims is not required.

2 125. Plaintiffs seeks civil penalties pursuant to PAGA for violations of the following Labor
3 Code provisions:

4 a. failure to pay overtime wages to Aggrieved Employees in violation of Wage Order No. 16
5 and Labor Code §§ 510, 558, 1194 and 1198;

6 b. failure to pay minimum wages to Aggrieved Employees in violation of Wage Order No.
7 16 and Labor Code §§ 1182.12, 1194, and 1197;

8 c. failure to provide the Aggrieved Employees with proper meal and rest periods in violation
9 of Wage Order No. 16 and Labor Code § 226.7;

10 d. failure to provide itemized wage statements to Aggrieved Employees in violation of Labor
11 Code §§ 226(a), 1174, and 1174.5;

12 e. failure to reimburse the Aggrieved Employees for purchase of protective footwear under
13 Labor Code § 2802;

14 f. failure to provide prompt payment of wages upon termination and/or resignation of
15 Aggrieved Employees in violation of Labor Code §§ 201.3, 201, 202, 203;

16 g. failure to keep required payroll records in violation of Wage Order No. 16 and Labor
17 Code §§ 1174 and 1174.5;

18 h. failure to promptly pay owed wages in violation of Labor Code §§ 201.3, 204.

19 126. With respect to violations of Labor Code §§ 510, 512, Labor Code § 558 imposes a civil
20 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for
21 each underpaid employee for each pay period for which the employee was underpaid in addition to an
22 amount sufficient to recover unpaid wages, and one hundred dollars (\$100) for subsequent violations for
23 each underpaid employee for each pay period for which the employee was underpaid in addition to an
24 amount sufficient to recover underpaid wages. Moreover, Plaintiff seeks civil penalties in the amount of
25 unpaid wages owed to Aggrieved Employees pursuant to Labor Code § 558(a)(3).

26 127. With respect to violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil
27 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
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1 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for
2 each subsequent violation of Labor Code § 226(a).

3 128. With respect to violations of Labor Code § 204, Labor Code § 210 imposes a civil penalty
4 of \$100, and for subsequent violations \$200.

5 129. With respect to violations of Labor Code § 1174, Labor Code § 1174.5 imposes a civil
6 penalty of \$500.

7 130. Labor Code § 2699 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay
8 period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per
9 aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is
10 not specifically provided, including the applicable Wage Order and Labor Code §§ 201, 201.3, 202, 203,
11 221, 226(a), 226.7, 226.8, 510, 1174, 1182.12, 1194, 1197, 1198, and 2802.

12 131. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set
13 forth in this Complaint.

14 **TENTH CAUSE OF ACTION**

15 (Cal. Lab. Code § 1198.5—Failure to Provide Personnel Records Upon Request)
16 (On Behalf of Plaintiff Filippou Against Defendant BCG)

17 132. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set
18 forth in this Complaint.

19 133. Pursuant to Labor Code section 1198.5 “has the right to inspect and receive a copy of the
20 personnel records that the employer maintains relating to the employee’s performance or to any grievance
21 concerning the employee.” Cal. Lab. Code § 1198.5.

22 134. Plaintiff Filippou requested that Defendant BCG permit inspection or copying of her
23 employment records pursuant to Labor Code section 1198.5. Defendant BCG has failed to provide
24 Plaintiff with an opportunity to inspect or copy all of her employment records within 30 days of her
25 request.

26 135. Pursuant to Labor Code section 1198.5(k) Plaintiff is entitled, and hereby seeks to recover
27 from Defendant BCG a seven-hundred-fifty dollar (\$750) penalty, reasonable attorney’s fees, and the
28 cost of bringing this cause of action.

ELEVENTH CAUSE OF ACTION
(Cal. Bus. & Prof. Code § 17200, *et seq.*)
(On Behalf of Plaintiffs Against Defendant BCG)

136. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set forth in this Complaint.

137. Defendant is a “person” within the meaning of section 17201 of the California Business and Professions Code.

138. Plaintiff is suing both in their individual capacities and on behalf of the general public, and she is a proper representative because he has suffered direct harm from the illegal business practices herein alleged.

139. Beginning at an exact date unknown to Plaintiff, Defendant has committed acts of unfair business practice or act as defined in California Business and Professions Code section 17200 *et seq.* by engaging in the following acts and practices: (1) failing to provide minimum wage and/or overtime compensation to its employees under the California Labor Code; (2) failing to provide employees with proper meal periods as required by California law and the applicable Wage Order; (3) failing to provide employees with proper rest periods as required by California law and the applicable Wage Order; and (4) failing to reimburse its employees with required expenditures.

140. Under section 17200 *et seq.* of the Business and Professions Code, the Court is authorized to enter such judgment or order as may be necessary to restore to any person in interest the money or property acquired by Defendant through its unlawful and unfair business practices.

141. In other words, Plaintiff is entitled to restitution of her unpaid minimum wage and/or overtime, meal wages, rest wages, and unpaid reimbursements, as such funds should be distributed to the individuals who are rightfully entitled to such monies.

142. Plaintiff is a proper person to bring this litigation as a “representative action” to compel restitution. The Plaintiff is a person who has suffered damage as a result of the unlawful actions of BCG herein alleged. The actions of BCG herein alleged are in violation of various statutes and in contravention of established public policy, and, accordingly, a court order compelling it to cease and desist from such actions and to make restitution is a vindication of an important public right. The extent

1 to which BCG has been unjustly enriched as a result of its unlawful and unfair business practices is a
2 matter that can be ascertained by examination of the payroll and accounting records that BCG is required
3 by law to keep and maintain and that BCG has kept and maintained.

4 143. The identity of the persons to whom restitution should be made is a matter that can be
5 ascertained from those records that BCG is required by law to keep and maintain and that it has kept and
6 maintained.

7 144. Plaintiff's efforts in securing the requested relief will result "in the enforcement of an
8 important right affecting the public interest," as "a significant benefit, whether pecuniary or
9 nonpecuniary, [will] be[] conferred on . . . a large class of persons." Cal. Civ. Proc. Code § 1021.5.
10 Moreover, because "the necessity and financial burden of private enforcement . . . are such as to make [an
11 attorney's fee] award appropriate, and [because attorney's] fees should not in the interest of justice be
12 paid out of the recovery, if any," *id.*, Plaintiff requests that the Court also award reasonable attorney's
13 fees pursuant to the provisions of section 1021.5 of the California Code of Civil Procedure.

14 145. Plaintiff has no plain, speedy, or adequate remedy at law, inasmuch as BCG, unless
15 enjoined by an order, will continue to violate systematically the provisions of sections of the California
16 Labor Code and the applicable Wage Order, as set forth in this Complaint.

17 146. Pursuant to section 17205, the remedies and penalties provided by section 17200 *et seq.*
18 are cumulative to the remedies and penalties available under all other laws of this state, including
19 appointment of a receiver to run BCG.

20 **TWELFTH CAUSE OF ACTION**

21 (Retaliation and Wrongful Termination in Violation of California Labor Code § 1102.5)
22 (On Behalf of Plaintiff Filippou Only Against All Defendants)

23 147. Plaintiff Filippou repleads, realleges, and incorporates by reference each and every
24 allegation set forth in the Complaint.

25 148. An employer may not retaliate against an employee for disclosing information to a
26 government or law enforcement agency, where the employee has a reasonable cause to believe that the
27 information discloses a violation of a state or federal statute, or a violation or noncompliance with a state
28 or federal rule or regulation.

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2 149. This is a claim for relief arising out of retaliation by Defendant against Plaintiff for
3 resisting unlawful labor practices and filing a claim with the LWDA.

4 150. California Labor Code section 1102.5 provides, in relevant part that:

- 5 (a) An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an
6 employee from disclosing information to a government or law enforcement agency, where
7 the employee has reasonable cause to believe that the information discloses a violation of
8 state or federal statute, or a violation or noncompliance with a state or federal rule or
9 regulation.
- 10 (b) An employer may not retaliate against an employee for disclosing information to a
11 government or law enforcement agency, where the employee has reasonable cause to believe
12 that the information discloses a violation of state or federal statute, or a violation or
13 noncompliance with a state or federal rule or regulation.
- 14 (c) An employer may not retaliate against an employee for refusing to participate in an activity
15 that would result in a violation of state or federal statute, or a violation or noncompliance
16 with a state or federal rule or regulation.
- 17 (d) An employer may not retaliate against an employee for having exercised his or her rights
18 under subdivision (a), (b), or (c) in any former employment.
- 19 (e) A report made by an employee of a government agency to his or her employer is a disclosure
20 of information to a government or law enforcement agency pursuant to subdivisions (a) and
- 21 (f) In addition to other penalties, an employer that is a corporation or limited liability company
22 is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of
23 this section.
- 24 (g) This section does not apply to rules, regulations, or policies which implement, or to actions
25 by employers against employees who violate, the confidentiality of the lawyer-client
26 privilege of Article 3 (commencing with Section 950), the physician-patient privilege of
27 Article 6 (commencing with Section 990) of Chapter 4 of Division 8 of the Evidence Code,
28 or trade secret information.

1 Cal. Lab. Code §1102.5.

2 151. As a proximate result of Defendant's wrongful conduct, Plaintiff has suffered, and
3 continues to suffer, substantial losses in earnings and job benefits in an amount to be determined
4 according to proof at the time of trial. Defendant is also liable to pay penalties pursuant to California
5 Labor code § 1102.5(f).

6 152. As a further proximate result of Defendant's wrongful conduct, Plaintiff has suffered, and
7 continues to suffer, humiliation, embarrassment, emotional distress and mental anguish, all in an amount
8 to be determined according to proof at the time of trial.

9 153. In doing the acts herein alleged, Defendant acted with oppression, fraud, malice, and in
10 conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive damages
11 against Defendant in an amount appropriate to punish and make an example of Defendant.

12 **THIRTEENTH CAUSE OF ACTION**

13 (Retaliation and Wrongful Termination in Violation of Public Policy)
14 (On Behalf of Plaintiff Filippou Only Against All Defendants)

15 154. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set
16 forth in the Complaint.

17 155. Jurisdiction is invoked in this Court pursuant to the public policy and common law of the
18 State of California, pursuant to Tameny v. Atlantic Richfield Company, 27 Cal. 3d 167 (1980).

19 156. Under California law, there is a fundamental and well-established public policy against
20 retaliation for opposing unlawful activities, including, but not limited to, complaining about and filing
21 complaints with governmental agencies for safety violations. This fundamental public policy is
22 embodied in the California Constitution and California statutory law. Adverse employment actions taken
23 by an employer in response to such activity are contrary to such public policy and are thus actionable
24 under the common law of California.

25 157. This is a claim for relief arising out of retaliation by Defendant against Plaintiff for: (a)
26 notifying Defendant that it was committing labor law violations and (b) for filing a complaint with the
27 union.

28 158. As set forth above, Defendant retaliated against Plaintiff by terminating Plaintiff's

1 employment. In terminating Plaintiff for reporting wage and hour violations, Defendant violated the
2 fundamental public policies embodied in California Labor Code section 1102.5 and other provisions of
3 law identified herein.

4 159. As a proximate result of Defendant's wrongful conduct, Plaintiff has suffered, and
5 continues to suffer, substantial losses in earnings and job benefits in an amount to be determined
6 according to proof at the time of trial.

7 160. As a further proximate result of Defendant's wrongful conduct, Plaintiff has suffered, and
8 continues to suffer, humiliation, embarrassment, emotional distress and mental anguish, all in an amount
9 to be determined according to proof at the time of trial.

10 161. In doing the acts herein alleged, Defendant acted with oppression, fraud, malice, and in
11 conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive damages
12 against Defendant in an amount appropriate to punish and make an example of Defendant.

13 **FOURTEENTH CAUSE OF ACTION**

14 (Retaliation for Opposing Discrimination and Harassment, Cal. Gov. Code § 12940(h))
15 (On Behalf of Plaintiff Filippou Against All Defendants)

16 162. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set
17 forth in the Complaint.

18 163. At all relevant times herein and in violation of California Government Code section
19 12940(h), Defendant harassed, discriminated and retaliated against Plaintiff by adversely affecting
20 Plaintiff's employment after he complained about and/or opposed unlawful labor practices such as failure
21 to pay commissions and wages in a timely manner and harassment by Barnes.

22 164. Plaintiff repeatedly opposed, rejected, did not welcome, and complained to Defendant about
23 harassment and discrimination.

24 165. The conduct of Defendants and/or its agents/employees as described herein was malicious,
25 fraudulent, and/or oppressive, and done with a willful and conscious disregard for Plaintiff's rights and for
26 the deleterious consequences of Defendant's actions. Defendant and its agents/employees or supervisors,
27 authorized, condoned and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled
28 to punitive damages against Defendant.

1 166. Plaintiff Filippou filed a complaint with the Department of Fair Employment and Housing
2 (“DFEH”). Plaintiff has received the requisite right-to-sue letter issued by the DFEH regarding the
3 claims involving harassment and discrimination herein. A true and correct copy of the right-to-sue letter
4 is attached hereto as **Exhibit 1**. Plaintiff filed this action within one year of the date of the “right to sue”
5 letter received from the DFEH and therefore has properly exhausted her administrative remedies.
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7 **FIFTEENTH CAUSE OF ACTION**

8 (Common Law Claim for Discrimination and Retaliation)
9 (On Behalf of Plaintiff Filippou Against All Defendants)

10 167. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set
11 forth in the Complaint.

12 168. In perpetrating the above-described conduct, Defendants engaged in a pattern and practice
13 of unlawful harassment and discrimination in violation of California’s public policy against
14 discrimination and retaliation as embodied in the Fair Employment and Housing Act (Government Code
15 section 12900 *et seq.*), the California Constitution, Article 1, Section 8, and other related laws.
16 Defendant and/or its agents/employees discriminated against plaintiff and/or failed to take immediate and
17 appropriate corrective action. The harassment was sufficiently pervasive and severe as to alter conditions
18 of employment and to create a hostile or abusive work environment.

19 169. The conduct of Defendants and/or its agents/employees as described herein was malicious,
20 fraudulent, and/or oppressive, and done with a willful and conscious disregard for Plaintiff’s rights and
21 for the deleterious consequences of Defendant’s actions. Defendant and its agents/employees or
22 supervisors, authorized, condoned and ratified the unlawful conduct of each other. Consequently,
23 Plaintiff is entitled to punitive damages against Defendant.

24 170. Defendant created intolerable, offensive work conditions. Defendant’s constructive
25 termination of Plaintiff in violation of the FEHA constitutes wrongful discharge of Plaintiff in violation of
26 public policy. As a proximate result of this wrongful discharge, Plaintiff has suffered losses in earnings
27 and job benefits, as well as humiliation, embarrassment, mental and emotional distress, and discomfort.
28 Plaintiff is entitled to damages in an amount according to proof.

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SIXTEENTH CAUSE OF ACTION

(Interference with the Exercise of Civil Rights in Violation of the Bane Act)
(By Plaintiffs Against All Defendants)

171. Plaintiff hereby re-alleges and incorporates into this Cause of Action by reference all prior paragraphs of this Complaint, and each and every allegation set forth above, as though fully set forth herein.

172. Civil Code section 52.1, the Bane Act, provides that it is unlawful to interfere with the exercise or enjoyment of any rights under the Constitution and laws of this state and the United States by use or attempted use of threats, intimidation or coercion.

173. Under Civil Code section 51, Plaintiff has the right to full and equal accommodation and service in all business establishments within the state, and may not be refused entry or service because of her gender, age or sexual orientation.

174. Plaintiff is informed and believed and thereon alleges that the aforementioned conduct of Defendants, and each of them, denied, aided, or incited in a denial of, discriminated or made a distinction that denied Plaintiff full and equal advantages, privileges, and services to Plaintiff, based solely upon the retaliation that was inflicted upon her, and therefore constituted a violation of the Bane Act.

175. As a proximate result of the wrongful actions of Defendants, and each of them, Plaintiff has suffered harm, including but not limited to, lost earnings and other employment benefits, loss of future employment benefits, including insurance and pension, medical bills, humiliation, embarrassment, mental anguish, and physical harm, all in an amount to be proven at trial but exceeding the minimum jurisdictional limits of this court.

176. Plaintiff is further informed and believes, and based thereon alleges, that Defendants, and each of them, acted and continue to act, with full knowledge of the consequences and damage being caused to Plaintiff, by Defendants' actions, and Defendants' actions were, and are, willful, oppressive, and malicious. Accordingly, Plaintiff is entitled to punitive damages against Defendants, and each of them, in a sum according to proof at trial.

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SEVENTEENTH CAUSE OF ACTION

(Hostile Work Environment, Cal. Gov. Code §§ 12940(j) and (k))
(By Plaintiff Against All Defendants)

177. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

178. Defendants were the employer of Plaintiffs for purposes of Government Code section 12940(j)(4)(A).

179. Plaintiff was subjected to severe and pervasive harassment while working for Defendants, which caused the creation and maintenance of a hostile and abusive work environment. Plaintiff was subjected to unwanted harassing conduct, derogatory comments by Defendants, its employees, and its managers.

180. During the course of her employment with Defendant, Plaintiff—because of her gender—was continuously discriminated against, harassed, and subjected to a hostile work environment by the actions, conduct, and comments of Defendants, its employee, and its manager/owner Barnes. These actions constituted a continuing violation of Government Code section 12940 *et seq.*

181. Reasonable persons in Plaintiff's circumstances would have considered the work environment to be hostile or abusive.

182. The harassment was sufficiently pervasive so as to alter the conditions of employment, and it created an abusive and hostile working environment. Plaintiff considered the work environment to be hostile and abusive.

183. The actions of Defendants, their employees, and their managers constituted unlawful discrimination in employment, based on harassment, in contravention of the FEHA, California Government Code section 12900 *et seq.*, and the corresponding regulations of the DFEH, which forbid discrimination in the workplace and adverse employment actions on account of gender, sex, race and marital status. Plaintiff's supervisors were aware, approved, and even participated in, such offending conduct.

184. Defendant knew or should have known of the harassment and discrimination and offensive conduct to take immediate and appropriate corrective action, but failed to properly investigate

1 the harassment and discrimination, which caused and contributed to the existence of the hostile work
2 environment as alleged herein. Further, Plaintiff alleges that Defendant had full knowledge of the hostile
3 work environment, including by reason of the personal complaint that Plaintiff made to management, but
4 nonetheless, Defendant failed to rectify—or even address—the behavior of the persons creating the
5 hostile work environment.

6 185. As a proximate result of the actions and failures to act by Defendant, Plaintiffs suffered
7 physical, emotional, and economic injury. As a further proximate, foreseeable and direct result of the
8 discriminatory acts, Plaintiff continues to suffer physical harm, humiliation, embarrassment, mental and
9 emotional distress, and discomfort, all to Plaintiff's damages in an amount according to proof.

10 186. The actions of Defendant's employee were done with malice, fraud, and/or oppression,
11 and in reckless disregard of Plaintiff's rights under California law

12 187. Defendant ratified the malicious, fraudulent, and/or oppressive conduct of its employees
13 when it failed to prevent it.

14 188. Defendant engaged in conduct constituting an unlawful employment practice in violation
15 of California Government Code section 12940(a), which conduct was malicious, fraudulent, and/or
16 oppressive. Thus, each Plaintiff is entitled to recover punitive damages from Defendant, in an amount
17 according to proof.

18 189. As a direct and proximate result of the conduct of Defendant in violation of the FEHA,
19 *inter alia*, Plaintiff is entitled, pursuant to FEHA, to recover from Defendant and do pray for remedies
20 allowed under the FEHA, including but not limited to, general and special damages, punitive damages,
21 costs, interest, and attorneys' fees.

22 190. Plaintiff filed a complaint with the Department of Fair Employment and Housing
23 ("DFEH"). Plaintiff has received the requisite right-to-sue letter issued by the DFEH regarding the
24 claims involving harassment and discrimination herein. A true and correct copy of the right-to-sue letter
25 is attached hereto as **Exhibits 1 and 4**. Plaintiff filed this action within one year of the date of the "right
26 to sue" letter received from the DFEH and therefore has properly exhausted her administrative remedies.

27 ///

EIGHTEENTH CAUSE OF ACTION

(Failure to Take All Reasonable Steps to Prevent Discrimination in Violation
of Cal. Government Code § 12940, et seq.)
(By Plaintiffs Against All Defendants)

191. Plaintiffs hereby incorporate into this Cause of Action by reference all prior paragraphs of this Complaint, as though fully set forth herein.

192. At all times herein mentioned, California's Fair Employment and Housing Act, Government Code § 12940 et seq., was in full force and effect and fully binding upon Defendants. Defendants are "employers" within the meaning of the FEHA.

193. At all times relevant herein, Plaintiff was an employee or applicant.

194. At all times relevant herein, Plaintiff was member of a class of persons protected from discrimination in employment.

195. Defendants, and each of them, had an affirmative duty to take all reasonable steps necessary to prevent discrimination and harassment from occurring in the workplace pursuant to Government Code sections 12940(j)(1) and 12940(k). California Government Code § 12940(k) provides that it is an unlawful employment practice for an employer to fail to take all reasonable steps necessary to prevent discrimination, retaliation, and harassment from occurring in the workplace.

196. By Defendants' conduct, as alleged herein, and by failing to express strong disapproval of harassing and discriminatory practices, by failing to develop appropriate sanctions for harassment, by failing to develop appropriate methods to educate its employees and owners of the gravity of consequences for doing so, failed to conduct reasonable and impartial investigations when Plaintiff complained about discriminatory conduct on the part of Defendant, failed to take reasonable steps necessary to investigate the misconduct and prevent it from occurring and continuing and by failing to take immediate and appropriate corrective action to stop the harassment from occurring, Defendants, and each of them, breached the affirmative duty as set forth in California Government Code § 12940(k) by various actions and failures and refusals to act as described herein. These acts included, but are not limited to failing to train, discipline, monitor, enforce and oversee anti-harassment training.

197. Defendants' conduct toward Plaintiff as alleged above, constitutes an unlawful

1 employment practice in violation of California Government Code § 12940.

2 198. As a direct, foreseeable and proximate result of Defendants acts, Plaintiff has suffered and
3 continue to suffer foreseeable damages and injury in amounts not ascertained but in excess of the
4 jurisdictional minimum of this Court, including, but not limited to, losses in the conditions of
5 employment other employment benefits, emotional and physical distress, depression, anxiety,
6 humiliation, embarrassment, pain, discomfort and suffering and loss an injury to reputation.

7 199. Defendants' failure to take reasonable steps to prevent discriminatory conduct was a
8 substantial factor in causing Plaintiff's harm, which includes emotional distress and economic loss. As a
9 direct result thereof, Plaintiff has sustained damages (including incurring medical bills and lost income)
10 with the precise amount to be established according to proof at trial.

11 200. Defendants have committed the outrageous despicable acts, as herein alleged, maliciously,
12 fraudulently, and oppressively, with the wrongful intent of injuring Plaintiff, and done with ill will and
13 intent to injure Plaintiff and to cause Plaintiff mental anguish, anxiety, and distress, and in conscious
14 disregard of Plaintiff's rights.

15 201. Defendants' acts were done in conscious disregard of the risk of severe emotional harm to
16 Plaintiff and with the intent to injure Plaintiff, constituting oppression, fraud, malice under California
17 Civil Code §3294, entitling Plaintiff to punitive damages against these Defendants only.

18 **NINETEENTH CAUSE OF ACTION**

19 Negligent Hiring, Training, Retention, Supervision and Discipline
20 (By Plaintiffs Against All Defendants)

21 202. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set
22 forth in this Complaint.

23 203. Defendants had a mandatory duty of care to properly hire, train, retain, supervise and
24 discipline employees so as to avoid unreasonable harm to citizens and employees, including Plaintiff.
25 With deliberate indifference, Defendants failed to take necessary, proper, or adequate measures in order
26 to prevent the violation of Plaintiff's rights and injury to Plaintiff.

27 204. Defendants owed a duty of care to Plaintiff to hire and train managers and employees who
28 would refrain from harassing, harming, attacking Plaintiff.

1 205. Defendants breached its duties by failing to exercise reasonable care in hiring people who
2 were interacting with Plaintiff. Among other acts and/or failures to act, Defendants despite having actual
3 or constructive knowledge that the Employees were physically assaulting, threatening and attacking
4 members of the public and co-workers, failed to train and/or discipline Defendant Barnes or other key
5 employees.

6 206. Defendants breached a duty of care to law-abiding citizens and failed to adequately train
7 employees to treat citizens in a manner that is not harassing and/or abusive. This lack of adequate
8 supervisory training, and/or policies and procedures demonstrates a failure to make reasonable attempts
9 and to prevent discriminatory and illegal behavior. In addition, the retention of Employees despite having
10 actual or constructive knowledge that they were abusive and/or had a history of criminal activity.

11 207. Defendants directly and proximately caused emotional, physical and financial injuries to
12 Plaintiff in that they negligently, wantonly, recklessly, tortiously, and unlawfully hired managers and
13 employees who harassed, assaulted, and abused Plaintiff during the course of their employment.

14 208. Defendants also owed a duty of care to Plaintiff not to retain employees who
15 would harass, kiss, touch Plaintiff after Defendants had obtained actual and/or constructive knowledge of
16 such practices by those employees.

17 209. Defendants breached that duty by retaining such employees and/or failing to discharge
18 them after they had learned of their discriminatory and harassing practices. Defendants proximately
19 caused damages to Plaintiff in that they negligently, wantonly, recklessly, tortiously, and unlawfully
20 retained and failed to discharge, reprimand, or take disciplinary action against their managers and
21 employees after Defendants had obtained actual and/or constructive notice of the abuse of Plaintiff, as
22 alleged in this Complaint.

23 210. Defendants further owed a duty of care to Plaintiff to train and supervise their managers,
24 employees and co-owners to prevent them from harassing employees. Defendants had this duty
25 especially after they had obtained actual and/or constructive knowledge of their employee's
26 discriminatory, harassing and abusive practices against Plaintiff.

27 211. Defendants breached that duty by failing to train and/or supervise their employees
28

properly.

212. As a proximate result of Defendants' negligent hiring and retention of employees who discriminated against and harassed Plaintiff and their failure to train and supervise their employees to prevent such violence, Plaintiff has suffered and continues to suffer damages, including losses of earnings and benefits, in a sum according to proof.

213. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees in a sum according to proof.

214. Defendants' misconduct was done intentionally, in a malicious, despicable, oppressive manner, entitling Plaintiff to punitive damages against Defendants.

TWENTIETH CAUSE OF ACTION

(Breach of Contract)

(On Behalf of Plaintiffs against Defendant BCG)

193. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set forth in this Complaint.

194. The contracts upon which this action is based was made and was to be performed in the County of Los Angeles, State of California.

195. Upon her hiring, Plaintiff Filippou and Defendant entered into an oral employment contract, whereby Defendant was hired to work as an attorney recruiter. Pursuant to the contract, Plaintiff Filippou would be paid an agreed-upon commission of 45% and non-discretionary bonuses of 5% based upon her attorney bookings. As of the filing hereof, Plaintiff is owed a total of approximately \$35,250.00 for two commissions and \$75,000 for non-discretionary bonuses for candidates placed by Plaintiff in Spring 2020.

196. Upon her hiring, Plaintiff Witham and Defendant entered into an oral employment contract, whereby Defendant was hired to work as an independent contractor consultant for \$40 per hour. Later, on or about October, 2021, Witham's agreement was increased to a flat rate of \$11,000 per month. As of the filing here, Witham is owed over \$26,000 in unpaid invoices for her work.

197. Each Plaintiff has performed all of the conditions, covenants and promises required by it to be performed in accordance with the terms and conditions of the contract, except for those conditions,

covenants and promises which have been prevented or otherwise excused by Defendants' conduct.^[1]_{SEP}

198. Defendants, and each of them, have materially breached their oral agreement with Plaintiff by, among other things, failing and refusing to perform in good faith their promise to facilitate payment of earned Client commissions and bonuses to Plaintiff.

199. As a result of the breach of the Defendants, and each of them, in the obligations pursuant to the oral contract, each Plaintiff has sustained damages in an amount in excess of \$25,000 with interest thereon at the maximum legal rate. When each Plaintiff has ascertained the full amount of their damages, Plaintiff will seek leave of Court to amend this Complaint accordingly.

200. Each Plaintiff has, at all times, been ready, willing and able to perform all of the conditions of the agreement to be performed by Plaintiff.

201. Demand has been made on Defendants, and each of them, for performance of said employment contract, but Defendants, and each of them have failed and refused and continue to fail and refuse, to perform.^[1]_{SEP}

202. Defendants, and each of them, have therefore breached their oral contract with Plaintiff. They did so without reason, logic or good faith, and for the purpose, among others, of frustrating Plaintiff's enjoyment of the benefits of her contract with Defendants. Accordingly, Defendants breached their implied duty of good faith and fair dealing.

203. As a direct and proximate cause of the conduct alleged herein, Plaintiff has suffered and continues to suffer losses in earnings to its damage in excess of the minimum subject matter jurisdiction of this Court and according to proof.

TWENTY-FIRST CAUSE OF ACTION

Breach of Covenant of Good Faith and Fair Dealing
(On Behalf of Plaintiffs against Defendant BCG)

204. Each Plaintiff repleads, realleges, and incorporates by reference each and every allegation set forth in this Complaint. As a separate and distinct cause of action, Plaintiff complains against Defendant as follows:

205. In every contract or agreement there is an implied promise of good faith and fair dealing. Comunale v. Traders & General Ins. Co. 50 Cal. 2d 654, 658 (1958).

1 206. Plaintiff Filippou alleges that Defendant violated the duty to act fairly and in good faith
2 pursuant to the oral commission employment contract entered into between Defendant and Plaintiff.

3 Plaintiff Witham alleges that Defendant violated the duty to act fairly and in good faith pursuant to the
4 oral commission employment contract entered into between Defendant and Plaintiff.

5 207. Each Plaintiff did all, or substantially all, of the significant acts that the contract required it
6 to do.

7 208. All conditions required for Defendant's performance occurred, or were excused by
8 Defendant's breach.

9 209. Defendant unfairly interfered with Plaintiff's right to receive the benefits of the contract.

10 210. Defendant's conduct was a failure to act fairly and in good faith.

11 211. Plaintiff was financially harmed by Defendant's conduct.

12 **TWENTY-THIRD CAUSE OF ACTION**

13 (Sex Discrimination in Violation of Cal. Civ. Code §§ 51, 51.5, 52)
14 (Plaintiffs and Sexual Harassment Class Members against all Defendants)

15 212. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
16 above as if fully set forth herein.

17 213. California Civil Code section 51, also known as the Unruh Act, provides that all persons in
18 the state are entitled to the "full and equal accommodations, advantages, facilities, privileges, or services
19 in all business establishments of every kind whatsoever," regardless of sex.

20 214. In addition, California Civil Code section 51.5 prohibits any business establishment from
21 discriminating against, blacklisting, or refusing to contract with any person in California based on their
22 sex.

23 215. Defendants intentionally discriminated against Plaintiff and the Sexual Harassment Class
24 Members and denied them the full and equal accommodations, advantages, facilities, privileges, or
25 services because of their sex. Defendants intentionally denied such rights when they sexually harassed
26 and exploited Plaintiff and the Sexual Harassment Class Members, created a culture of sexual
27 exploitation, failed to respond to complaints of sexual exploitation, permitted sexual exploitation to
28 continue despite knowledge of such complaints, threatened that any Plaintiff or Sexual Harassment Class

Members if they complained or refused to comply with Defendants' demands, retaliating against Plaintiff and Sexual Harassment Class Members who complained, and engaging in other conduct described herein.

216. As a result of Defendants' acts, Plaintiff and the Sexual Exploitation Class Members suffered harm.

217. As a result of this unlawful conduct, Plaintiff and Sexual Harassment Class Members are entitled to damages pursuant to California Civil Code section 52, subdivision (a) in an amount to be determined at trial.

TWENTY-FOURTH CAUSE OF ACTION

(Sexual Harassment in Violation of Cal. Civ. Code § 51.9 and 52)
(Plaintiffs and the Sexual Harassment Class Members against all Defendants)

218. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

219. Plaintiff and the Sexual Harassment Class Members were in a business, service or professional relationship with Defendants. At the time of the sexual harassment and exploitation, Plaintiffs were actively working for BCG and Barnes.

220. Defendant Barnes was owner and operator of BCG.

221. During the Class Period, Defendants harassed and exploited Plaintiff and Sexual Harassment Class Members by harassing them due to their sex and gender, creating a hostile work environment, touching and kissing them without their consent, propositioning them, and otherwise exploiting them during their engagement with BCG.

222. Because of Defendant Barnes's powerful role in the industry in which Plaintiff and the Sexual Harassment Class Members worked, and the lack of power of the Class Members at BCG, the Plaintiff and Sexual Harassment Class Members felt pressured to acquiesce to the Defendants demands.

223. As a result of Defendants acts, Plaintiffs and Sexual Harassment Class Members suffered harm.

224. As a result of this unlawful conduct, Plaintiffs and Sexual Harassment Class Members are entitled to damages pursuant to California Civil Code section 52, subdivision (b)(1) in an amount to be determined at trial.

1 225. The conduct of Defendants as described herein was done with oppression, fraud, and/or
2 malice. Plaintiffs and the Sexual Harassment Class Members are entitled to punitive damages.

3 **TWENTY-FIFTH CAUSE OF ACTION**

4 (Unjust Enrichment)

5 (Plaintiff Filippou and the Commission Non-Payment Class Members against All Defendants)

6 226. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
7 above as if fully set forth herein.

8 227. A party cannot induce, accept or encourage another to furnish or render something of value
9 to such party and avoid payment for the value received.

10 228. As a result of the fraudulent conduct described herein, Defendants were unjustly enriched
11 at the expense of Plaintiffs and the Commission Non-Payment Class Members. Specifically, Defendants
12 induced Plaintiff Filippou and the Commission Non-Payment Class Members to work as Recruiters
13 placing candidates at law firms in exchange for a promise of payment of 45% commission plus 5% non-
14 discretionary bonuses. Defendants received the benefit of the hard work of Filippou, but failed to pay the
15 agreed-upon bonuses.

16 229. Plaintiff Filippou and the Commission Non-Payment Class did not discover their cause of
17 action until Barnes failed to pay the agreed-upon commissions and the truth concerning Defendants'
18 fraudulent promises became apparent.

19 230. Defendants received funds belonging to Plaintiff and Commission Non-Payment Class
20 Members, which in equity Defendants should not be permitted to keep but should be required to refund to
21 Plaintiffs and the members of the Commission Non-Payment Class.

22 **TWENTY-SIXTH CAUSE OF ACTION**

23 (False Promise)

24 (Plaintiffs and Commission Non-Payment Class Members against All Defendants)

25 231. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
26 above as if fully set forth herein.

27 232. As alleged herein, Defendants made a number of promises to Plaintiff and Commission
28 Non-Payment Class Members, which were important to Plaintiffs and Commission Non-Payment Class
Members' decision to work for BCG as a Recruiter. Specifically, Defendants induced Plaintiff Filippou

1 and the Commission Non-Payment Class Members to work as a Recruiter placing candidates at law firms
2 in exchange for a promise of payment of 45% commission plus 5% non-discretionary bonuses. Defendants
3 received the benefit of the hard work of Filippou, but failed to pay the agreed-upon bonuses.

4 233. Defendants did not intend to perform these promises when they made them.

5 234. Defendants intended that Plaintiffs and Commission Non-Payment Class Members rely on
6 these promises and Plaintiffs and the Commission Non-Payment Class did reasonably rely on Defendants'
7 promises.

8 235. Plaintiff and Commission Non-Payment Class Members did not discover their cause of
9 action until the commissions weren't paid and the truth concerning Defendants' fraudulent promises
10 became apparent.

11 236. As a proximate result of Defendants' failure to act on its promises, Plaintiff and
12 Commission Non-Payment Class Members were damaged in an amount to be proven at trial.

13 237. Plaintiff and Commission Non-Payment Class Members' reliance on Defendants' promises
14 were a substantial factor in causing their harm.

15 **TWENTY-SEVENTH CAUSE OF ACTION**

16 (Fraud)

17 (Plaintiff Filippou and Commission Non-Payment Class Members against All Defendants)

18 238. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs
19 above as if fully set forth herein.

20 239. As alleged herein, Defendants intentionally and falsely represented to Plaintiff and
21 Commission Non-Payment Class Members that they would receive material benefits in the form of
22 commissions if they placed candidates with law firms. Specifically, Defendants induced Plaintiff Filippou
23 and the Commission Non-Payment Class Members to work as a Recruiter placing candidates at law firms
24 in exchange for a promise of payment of 45% commission plus 5% non-discretionary bonuses. Defendants
25 received the benefit of the hard work of Filippou, but failed to pay the agreed-upon bonuses.

26 240. Instead of paying the agreed-upon commissions, Barnes deliberately withheld the
27 commissions, by, for example, denying the agreement to pay and falsely accusing Filippou of
28 "sabotaging" the candidate database. .

1 241. Defendants intended that Plaintiff and Commission Non-Payment Class Members rely on
2 their representations.

3 242. Defendants' representations were false and Defendants knew the representations were false
4 at the time they were made, or made the representations recklessly.

5 243. Plaintiff and Commission Non-Payment Class Members reasonably and justifiably relied
6 to their detriment on Defendants' misrepresentations.

7 244. Plaintiff and Commission Non-Payment Class Members did not discover their cause of
8 action until their commissions were not paid and the truth concerning Defendants' fraudulent promises
9 became apparent.

10 245. As a proximate result of Defendants' misrepresentations, Plaintiff and Commission Non-
11 Payment Class Members were damaged in an amount to be proven at trial.

12 246. Plaintiff and the Commission Non-Payment Class Members' reliance on Defendants'
13 representations were a substantial factor in causing their harm.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff prays for judgment of at least \$50,000,000, as follows:

16 1. That, with respect to the First Claim for Relief, this Court enter judgment in favor of
17 Plaintiff for payment of their unpaid overtime, interest thereon, liquidated damages, reasonable attorneys'
18 fees and costs of suit, according to proof, in accordance with sections 1194(a) and 1194.2 of the
19 California Labor Code, against Defendant BCG, in amount greater than \$1,000,000.

20 2. That, with respect to the Second Claim for Relief, this Court enters judgment in favor of
21 Plaintiff, damages, reasonable attorney's fees, and costs of suit, each according to proof, in accordance
22 with section 226(a) of the California Labor Code, against Defendant BCG, in amount greater than
23 \$1,000,000.

24 3. That, with respect to the Third Claim for Relief, Plaintiff be awarded judgment, damages,
25 interest, and costs, according to proof, in amount greater than \$1,000,000.

26 4. That, with respect to the Fourth Claim for Relief, Plaintiff be awarded an additional hour
27 of pay for each workday for which a rest period was not properly taken, reasonable attorneys' fees, and
28

1 costs of suit, each according to proof, pursuant to California Labor Code section 226.7, against Defendant
2 BCG and Harrison, in amount greater than \$1,000,000.

3 5. That, with respect to the Fifth Claim for Relief, Plaintiff be awarded an additional hour of
4 pay for each workday for which a proper meal period was not properly provided, reasonable attorneys'
5 fees, and costs of suit, each according to proof, pursuant to California Labor Code section 226.7, against
6 Defendant BCG and Harrison, in amount greater than \$1,000,000.

7 6. That, with respect to the Sixth Claim for Relief, Plaintiff be awarded thirty days
8 continuing wages pursuant to California Labor Code section 203 against Defendant BCG and Harrison,
9 in amount greater than \$1,000,000.

10 7. That, under the Seventh Claim for Relief, it be adjudged Plaintiff be awarded
11 reimbursement of their expenses and interest, and attorneys' fees and costs, according to proof, pursuant
12 to section 2802 of the California Labor Code against Defendant BCG and Harrison, in amount greater
13 than \$1,000,000.

14 8. That, with respect to the Eighth Claim for Relief, Plaintiff be awarded the statutory
15 penalties provided by Labor Code section 226(b) in the amount of \$750 and for reasonable attorneys'
16 fees and costs of suit pursuant to Labor Code section 226(f) and (g), against Defendant BCG and Barnes,
17 in amount greater than \$1,000,000.

18 9. That, with respect to the Ninth Claim for Relief, the State of California and Plaintiff be
19 awarded civil penalties, attorneys' fees, and costs according to proof. Plaintiffs request civil penalties
20 due to Plaintiffs and other similarly aggrieved employees, and the State of California according to proof
21 pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$50.00 for each
22 initial violation and \$100 for each subsequent violation of Labor Code § 558 per employee per pay period
23 plus an amount sufficient to recover the unpaid wages and; (2) \$100.00 for each initial violation and \$200
24 for each subsequent violation per employee per pay period for the violations of the Labor Code Sections
25 cited in Labor Code § 2699.5 and Barnes, in amount greater than \$2,000,000;

26 10. That, with respect to the Tenth Claim for Relief, Plaintiff be awarded the statutory
27 penalties provided by Labor Code section 1198.5(k) in the amount of \$750, as well as injunctive relief to
28

1 obtain compliance, and for reasonable attorneys' fees and costs of suit against Defendant BCG.

2 11. That, with respect to the Eleventh Claim for Relief, it be adjudged that BCG's violations
3 of the applicable Wage Order and sections of the California Labor Code with respect to unpaid wages,
4 meal wages, rest wages, and expenditures, violated section 17200 *et seq.* of the California Business and
5 Professions Code. Accordingly, Plaintiff requests that the Court order BCG to pay restitution in the form
6 of unpaid overtime wages, wages accrued on account of missed meal breaks and rest periods, and unpaid
7 expenditures unlawfully retained by BCG, with interest. Finally, Plaintiff requests that the Court award
8 Plaintiff their reasonable attorney's fees and costs incurred in the prosecution of the Plaintiff be awarded
9 damages, exemplary and punitive damages, attorneys' fees and costs, all according to proof, in amount
10 greater than \$1,000,000.

11 12. That, under the Twelfth Cause of Action, this Court enter judgment in favor of Plaintiff
12 against Defendants in the amount of damages according to proof, interest thereon, reasonable attorneys'
13 fees and cost of suit pursuant to Cal. Lab. Code § 1102.5, in amount greater than \$1,000,000.

14 13. That, under the Thirteenth Cause of Action, this Court enter judgment in favor of Plaintiff
15 against Defendant in the amount of damages according to proof, interest thereon, reasonable attorneys'
16 fees and cost of suit pursuant to Cal. Lab. Code § 6310, in amount greater than \$1,000,000.

17 14. That, under the Fourteenth Cause of Action, this Court enter judgment in favor of Plaintiffs
18 against Defendant in the amount of damages according to proof, interest thereon, reasonable attorneys'
19 fees and cost of suit, in amount greater than \$1,000,000.

20 15. That, under the Fifteenth Cause of Action, this Court enter judgment in favor of Plaintiffs
21 against Defendant in the amount of damages according to proof, interest thereon, reasonable attorneys'
22 fees and cost of suit, in amount greater than \$1,000,000.

23 16. That, under the Sixteenth Cause of Action, this Court enter judgment in favor of Plaintiffs
24 against Defendant in the amount of damages according to proof, interest thereon, reasonable attorneys'
25 fees and cost of suit, in amount greater than \$5,000,000.

26 17. That, under the Seventeenth Cause of Action, this Court enter judgment in favor of Plaintiffs
27 against Defendant in the amount of damages according to proof, interest thereon, reasonable attorneys'
28 fees and cost of suit, in amount greater than \$5,000,000.

 18. That, under the Eighteenth Cause of Action, this Court enter judgment in favor of Plaintiffs

1 against Defendant in the amount of damages according to proof, interest thereon, reasonable attorneys'
2 fees and cost of suit, in amount greater than \$5000,000.

3 19. That, under the Nineteenth Cause of Action, this Court enter judgment in favor of Plaintiffs
4 against Defendant in the amount of damages according to proof, interest thereon, reasonable attorneys'
5 fees and cost of suit, in amount greater than \$1,000,000.

6 20. That, under the Twentieth Cause of Action, this Court enter judgment in favor of Plaintiffs
7 against Defendant in the amount of damages according to proof, interest thereon, reasonable attorneys'
8 fees and cost of suit, in amount greater than \$1,000,000.

9 21. That, under the Twenty-First Cause of Action, this Court enter judgment in favor of
10 Plaintiffs against Defendant in the amount of damages according to proof, interest thereon, reasonable
11 attorneys' fees and cost of suit, in amount greater than \$1,000,000.

12 22. That, under the Twenty-Second Cause of Action, this Court enter judgment in favor of
13 Plaintiffs against Defendant in the amount of damages according to proof, interest thereon, reasonable
14 attorneys' fees and cost of suit, in amount greater than \$1,000,000.

15 23. That, under the Twenty-Third Cause of Action, this Court enter judgment in favor of Plaintiffs
16 against Defendant in the amount of damages according to proof, interest thereon, reasonable attorneys'
17 fees and cost of suit, in amount greater than \$1,000,000.

18 24. That, under the Twenty-Fourth Cause of Action, this Court enter judgment in favor of
19 Plaintiffs against Defendant in the amount of damages according to proof, interest thereon, reasonable
20 attorneys' fees and cost of suit, in amount greater than \$1,000,000.

21 25. That, under the Twenty-Fifth Cause of Action, this Court enter judgment in favor of Plaintiffs
22 against Defendant in the amount of damages according to proof, interest thereon, reasonable attorneys'
23 fees and cost of suit, in amount greater than \$1,000,000.

24 26. That, under the Twenty-Sixth Cause of Action, this Court enter judgment in favor of Plaintiffs
25 against Defendant in the amount of damages according to proof, interest thereon, reasonable attorneys'
26 fees and cost of suit, in amount greater than \$1,000,000.

27 27. That, under the Twenty-Seventh Cause of Action, this Court enter judgment in favor of
28 Plaintiffs against Defendant in the amount of damages according to proof, interest thereon, reasonable
attorneys' fees and cost of suit, in amount greater than \$1,000,000.

1 28. This action be certified and maintained as a class action and certify the proposed Classes
2 as defined, appointing Plaintiffs as representatives of the Classes, and appointing the attorneys and law
3 firms representing Plaintiffs as counsel for the Classes.

4 29. Award compensatory, statutory, and/or punitive damages for Defendants' sex
5 discrimination and sexual harassment against Plaintiffs and Sexual Exploitation Class Members.

6 30. Awards compensatory, statutory and/or punitive damages for Defendants' breach of
7 contract, breach of the implied covenant of good faith and fair dealing, fraud, and false promises, where
8 such relief is permitted;

9 31. Awards equitable monetary relief, including appointment of a receiver to take over BCG
10 and restitution and disgorgement of all ill-gotten gains, and the imposition of a constructive trust upon, or
11 otherwise restricting the proceeds of Defendants' ill-gotten gains, to ensure that Plaintiffs and
12 Commission Non-Payment Class Members have an effective remedy;

13 32. Order Defendants to participate in sexual harassment and sensitivity training conducted by
14 an organization recommended by the National Woman's Law Center.

15 33. Awards pre-judgment and post-judgment interest at the legal rate; and

16 34. For such further relief as the Court may order, including attorney's fees, costs, and interest
17 pursuant to Labor Code sections 218.5 and 218.6, Cal. Gov. Code §§ 12940 and Code of Civil Procedure
18 section 1021.5, in an amount according to proof.

19 35. Attorneys' fees and costs as provided by Labor Code §§ 226, 1194 et seq., and Code of
20 Civil Procedure § 1021.5; and

21 36. For such further relief as the Court may order.

22 37. Plaintiff demands a trial by jury as to all counts.

23 DATED: June 10, 2022

HARRIS & RUBLE



Alan Harris

David Garrett

Attorney for Plaintiffs

INDEX TO EXHIBITS

Exhibit 1	June 21, 2021, Right to Sue Letter (Filippou)
Exhibit 2	Labor Code 226/1198.5 Request Letters
Exhibit 3	June 21, 2021, PAGA Letter to LWDA
Exhibit 4	May 23, 2022, Right to Sue Letter (Witham)

Exhibit 1



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

June 21, 2021

David Garrett
655 N. Central Ave., 17th floor
Glendale, California 91203

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202106-13939321
Right to Sue: Filippou / BCG ATTORNEY SEARCH et al.

Dear David Garrett:

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

June 21, 2021

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202106-13939321
Right to Sue: Filippou / BCG ATTORNEY SEARCH 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

June 21, 2021

Romina Filippou
c/o Harris & Ruble 655 N. Central Avenue #1700
Glendale, California 92103

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202106-13939321
Right to Sue: Filippou / BCG ATTORNEY SEARCH et al.

Dear Romina Filippou:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective June 21, 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.

Sincerely,



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

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

Department of Fair Employment and Housing

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

In the Matter of the Complaint of

Romina Filippou

DFEH No. 202106-13939321

Complainant,

vs.

BCG ATTORNEY SEARCH
20 S. Altadena Drive Suite 102
Pasadena, California 91107

Harrison Barnes
20 S. Altadena Drive Suite 102
Pasadena, California 91107

Respondents

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

2. Complainant is naming **Harrison Barnes** individual as Co-Respondent(s).

3. Complainant **Romina Filippou**, resides in the City of **Glendale**, State of **California**.

4. Complainant alleges that on or about **June 21, 2021**, respondent took the following adverse actions:

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

Complainant was discriminated against because of complainant's sex/gender, gender identity or expression, marital status, sexual harassment- quid pro quo and as a result of the discrimination was terminated, forced to quit, denied hire or promotion, reprimanded, denied equal pay, demoted, asked impermissible non-job-related questions, denied work opportunities or assignments.

1 **Complainant experienced retaliation** because complainant reported or resisted any form
2 of discrimination or harassment, participated as a witness in a discrimination or harassment
3 complaint and as a result was terminated, laid off, forced to quit, denied hire or promotion,
4 reprimanded, suspended, demoted, denied or forced to transfer.

4 **Additional Complaint Details:** In addition to regularly sending abusive and threatening
5 emails to me and to other employees, Harrison frequently makes sexist, racist, ageist and
6 religion-based discriminatory comments to Recruiters about other Recruiters and about
7 current candidates and potential candidates. On a recent company call, when a prerecorded
8 message spontaneously started playing in Mandarin, Harrison jokingly asked, "Is that
9 Annie?", which was offensive, as Annie is Asian. On a recent one-on-one call with me,
10 Harrison made a joke that an attorney looked like a Nazi, and he made fun of my candidate
11 Varinder Singh's name and the languages that he spoke (Punjabi, Hindi and Urdu). On a
12 one-on-one call with a former Recruiter, Harrison said that most Black lawyers are
13 untrainable, and he called one of the Recruiter's Black candidates, "your girl from Africa",
14 even though the candidate was not African. Harrison also spent time with the same former
15 Recruiter on a one-on-one call making fun of the appearance of a former BCG Recruiter,
16 Karen Kupetz. Furthermore, at our Recruiter training two years ago, Harrison harassed me,
17 another Recruiter and our former Recruiting Manager, by putting his arm around each of us
18 and kissing us on the cheek. At the Recruiter training dinner, I overheard Harrison bragging
19 to his former CEO Coach that the Recruiters were all so attractive, that one Recruiter was
20 "gorgeous" and another "looked like a statue" and that he was proud that another had
21 worked as a professional cheerleader for the NFL. These are just a few of the countless
22 examples of abuse and harassment that have pervaded the culture at BCG for years.

1 VERIFICATION

2 I, **David Garrett**, 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 June 21, 2021, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Los Angeles, CA**
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Exhibit 2

Romina Filippou
610 S. Orange Grove Blvd., Unit 4
Pasadena CA 91105

June 17, 2021

BCG ATTORNEY SEARCH
c/o Harrison Barnes
Agent for Service of Process
202 S. Lake Ave., Ste. 250
Pasadena, CA 91101-4815

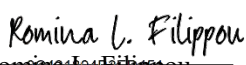
Re: Request for Cal. Lab. Code §§ 226, 432 and 1198.5 Records for Romina Filippou.

To Whom It May Concern:

Pursuant to sections 226, 432 and 1198.5 of the California Labor Code and other applicable regulations, including section 7 of the applicable wage order as adopted by the Industrial Welfare Commission, it is requested that you promptly furnish to me "the records pertaining to" my employment including the following: (1) The itemized statements referred to in section 226(a) of the California Labor Code; (2) The statement of total hours worked; (3) All deductions taken from gross pay; (4) Net wages earned; (5) The name and address of the legal entity who or which is the employer; (6) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; (7) "time records showing when the employee begins and ends each work period [including] [meal periods, split shift intervals and total daily hours worked;]" (8) Any documents I signed during my employment; (9) Any employee reviews of disciplinary write-ups and any employee handbook(s) as well as any other documents you maintain regarding my performance or any grievance concerning my employment, and a copy of all instruments I signed relating to the obtaining or holding of my employment with you. Please provide the documents directly to my representative at:

Alan Harris
Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale CA 91203
harrisa@harrisandruble.com

Very truly yours,

DocuSigned by:

Romina L. Filippou

Romina Filippou
610 S. Orange Grove Blvd., Unit 4
Pasadena CA 91105

June 21, 2021

BCG ATTORNEY SEARCH
10537 Santa Monica Blvd., Ste. 301
Los Angeles, CA 90025

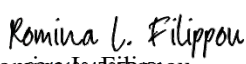
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Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale CA 91203
harrisa@harrisandruble.com

Very truly yours,

DocuSigned by:

Romina L. Filippou

Romina Filippou
610 S. Orange Grove Blvd., Unit 4
Pasadena CA 91105

June 21, 2021

BCG ATTORNEY SEARCH
23410 Civic Center Way
Malibu, CA 90265

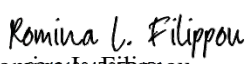
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Alan Harris
Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale CA 91203
harrisa@harrisandruble.com

Very truly yours,

DocuSigned by:

Romina L. Filippou

Romina Filippou
610 S. Orange Grove Blvd., Unit 4
Pasadena CA 91105

June 21, 2021

BCG ATTORNEY SEARCH
20 S. Altadena Drive
Pasadena, CA 91107

Re: Request for Cal. Lab. Code §§ 226, 432 and 1198.5 Records for **Romina Filippou**.

To Whom It May Concern:

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Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale CA 91203
harrisa@harrisandruble.com

Very truly yours,

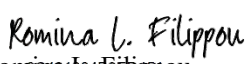
DocuSigned by:

Romina L. Filippou

Exhibit 3

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

SOUTHERN CALIFORNIA OFFICE:

655 NORTH CENTRAL AVE 17th FL
GLENDALE CA 91203
TELEPHONE: 323.962.3777
FAX: 323.962.3004
www.harrisandruble.com

ALAN HARRIS

PRIYA MOHAN
DAVID GARRETT
MIN JI GAL
LIN ZHAN

NORTHERN CALIFORNIA OFFICE:

116 E. BLITHEDALE AVE SUITE 2
MILL VALLEY, CA 94941
TELEPHONE: 312.543.0967
FAX: 323.962.3004

SUBMITTED ONLINE

June 22, 2021

California Labor & Workforce Development Agency

Re: *Romina Filippou v. BCG Attorney Search; Harrison Barnes, et al. – PAGA Notice*

To whom it may concern:

Judicial Council of California (JCC)’s amended Emergency Rule 9 (Effective on May 29, 2020), provides: “Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.” The Advisory Committee Comment notes that: “Emergency rule 9 is intended to apply broadly to toll any statute of limitations on the filing of a pleading in court asserting a civil cause of action. The term “civil causes of action” includes special proceedings. (See Code Civ. Proc., §§ 312, 363 [“action,” as used in title 2 of the code (Of the Time of Commencing Civil Actions), is construed “as including a special proceeding of a civil nature”). The rule also applies to statutes of limitations on filing of causes of action in court found in codes other than the Code of Civil Procedure.”

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, Romina Filippou (“Plaintiff”) hereby alleges with respect to her employment with BCG Attorney Search (“BCG”) and Harrison Barnes (“Barnes”) (collectively, “Defendants”), that Defendants violated provisions of the California Labor Code. Plaintiff worked for Defendants as an attorney recruiter up until approximately June 21, 2021. However, Defendants failed to properly compensate Plaintiff and/or other persons who performed attorney recruitment services for Defendant in California (“Aggrieved Employees”).

Defendants are each a company which at all times relevant herein, conducted business within the County of Los Angeles of the State of California. Plaintiff and other Aggrieved Employees worked many hours and were not timely paid for their work, or paid at all. In addition, Defendants failed to provide Aggrieved Plaintiffs with wage statements with the information required by Labor Code section 226(a), and were not properly compensated for overtime.

For a period of several months in 2020, Defendants failed to pay the Aggrieved Employees AT ALL. Then, when Defendants paid the Plaintiff and Aggrieved Employees late, they paid them as independent contractors rather than employees in violation of Labor Code 226.8. Further, Defendants frequently attempt to “re-classify” employees as independent contractors without consent and in violation of Labor Code 226.8.

Plaintiff contends that Sections 201, 202, 203, 226, 226.8, 510, 512, 558, 1194, 1198, 2802, and 2699 et seq. of the California Labor Code and the applicable Wage Order enables Plaintiff to recover civil penalties under PAGA, as well as attorneys’ fees and costs from Defendants through a civil action on behalf of themselves and other Aggrieved Employees.

Plaintiff contend that Defendant failed to timely pay wages due during employment and final wages following the end of employment.

Defendants failed to provide Aggrieved Employees wage statements with the information required by Labor Code section 226(a) including but not limited to the name and address of the legal entity that is the employer, and were not properly compensated for minimum wage and overtime because they were not timely paid. Biggs v. Wilson, 1 F.3d 1537, 1538 (9th Cir. 1993). Defendant also failed to reimburse the Aggrieved Employees for expenses reasonably incurred during the performance of their duties.

In addition, Plaintiff requested production of their documents under sections 226(b), 432, and 1198.5 of the California Labor Code, and the defense failed to make timely, complete response. In fact, Defendants claim that Plaintiff is not entitled to her records even though she was a W2 employee, claiming that they had unilaterally changed her to an independent contractor after her constructive termination.

Plaintiffs will seek to recover the PAGA penalties through a representative action permitted by PAGA, Labor Code section 2810.3 and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969 (2009). Plaintiffs will seek civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

- a. failure to pay overtime wages in violation of Wage Order No. 4 and Labor Code §§510, 558, 1194 and 1198;
- b. failure to pay minimum wages in violation of Wage Order No. 4 and Labor Code §§1182.12, 1194, and 1197;
- c. failure to provide itemized wage statements in violation of Labor Code §§ 226(a), 1174, and 1174.5;
- d. failure to provide prompt payment of wages upon termination and/or resignation in violation of Labor Code §§201, 202, 203;
- e. failure to reimburse for all reasonably necessary expenditures and losses incurred in direct consequence of the discharge of their duties, including but not limited costs of their vehicles, insurance, rental fees, mileage, cell phone usage, equipment purchases, and telephone usage in violation of Labor Code § 2802;
- f. failure to keep required payroll records in violation of Wage Order No. 9 and Labor Code §§ 1174 and 1174.5.

More specifically, Plaintiffs will seek civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

1. **Failure to pay wages and/or final wages to Plaintiffs and Aggrieved Employees in violation of Labor Code §§ 201, 202 and 203.** With respect to violations of Labor Code § 201 and § 202, Plaintiffs contend that the failure of Defendants to make final payments within the time provided for has been and is “willful” within the meaning of such word as used in Section 203 of the California Labor Code and that, accordingly, each Aggrieved Employee who was not timely paid his or her final wages is entitled to civil penalties. Labor Code section 203 provides for a penalty of wages to be paid at the same rate until the wages are paid for up to thirty days.
2. **Failure to timely pay wages to Plaintiffs and Aggrieved Employees in violation of Labor Code §§ 204.** Defendants failed to timely pay wages earned to Plaintiffs and Aggrieved Employees. Defendants failed to pay any wages to Plaintiffs and Aggrieved Employees during several months in 2020.
3. **Failure to provide itemized wage statements to Plaintiffs and Aggrieved Employees in violation of Labor Code § 226(a).** Plaintiffs and other Aggrieved Employees have not been provided a wage statement as required by Labor Code section 226(a). The foregoing was the intentional misconduct of Defendants that was intended to mislead and injure Plaintiffs and other Aggrieved Employees insofar as they were subjected to confusion and deprived of information to which they were legally entitled. Section 226(e) provides that any employee who suffers injury as a result of a knowing and intentional failure by the employer to comply with its obligation to provide wage statements containing all of the information referenced above is entitled to recover the greater of his actual damages or \$50 for the first violation by the employer. The employee is also entitled to recover \$100 for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000.
4. **Failure to provide proper rest and meal periods to Plaintiffs and Aggrieved Employees.** Plaintiffs and Aggrieved Employees were not provided with timely meal and rest periods in violation of Labor Code sections 512 and 226.7 and the applicable Wage Order. Labor Code section 226.7 requires “one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”
5. **Improper classification of employees as independent contractors in violation of Labor Code § 226.8.** Plaintiffs and Aggrieved Employees were willfully misclassified as independent contractors even though they were not exempt employees. Labor Code section 226.8 requires “a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.” If the employer is found to have engaged in a “pattern or practice” of misclassifying employees, it is subject to a “civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.” Cal. Lab. Code § 226.8(c).
6. **Failure to reimburse necessary business expenses under Labor Code § 2802.** Plaintiffs and Aggrieved Employees were not reimbursed for necessary business expenses. For example, employees were not reimbursed for their required safety shoes as required by law. Labor Code 2699 *et seq.* imposes a civil penalty of one hundred dollars per pay period per aggrieved employee for initial violations, and two hundred dollars per pay period per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.
7. **Failure to pay minimum and overtime wages to Plaintiffs and Aggrieved Employees in violation of Labor Code §§ 510, 558, 1194, and 1198.** Both late payment and non-

payment of minimum wages violate the state statute requiring the payment of a minimum hourly wage. Labor Code section 558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages, and one hundred (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

8. **Failure to keep complete and accurate payroll records.** Failure to keep complete and accurate payroll records relating to Plaintiffs and Aggrieved Employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Please advise whether you will proceed with an investigation of this matter or whether Plaintiffs may seek a civil-penalty recovery for the alleged violations under the Labor Code Private Attorneys General Act through their private counsel.

Very truly yours,



Alan Harris
David Garrett

Cc: (Via Certified Mail)

Andrew Harrison Barnes
BCG Attorney Search
20 S. Altadena Drive, Suite 102
Pasadena, CA 91107

Andrew Harrison Barnes
BCG Attorney Search
175 S. Lake Avenue, Unit 200
Pasadena, CA 91101-2629

Exhibit 4



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

May 23, 2022

David Garrett
655 N. Central Ave. 17th Floor
Glendale, CA 91203

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202205-17078023
Right to Sue: Witham / BCG ATTORNEY SEARCH et al.

Dear David Garrett:

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

May 23, 2022

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202205-17078023
Right to Sue: Witham / BCG ATTORNEY SEARCH 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 mediation program. 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 mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. 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 the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing 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 & 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
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Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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May 23, 2022

Carolyn Witham

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202205-17078023
Right to Sue: Witham / BCG ATTORNEY SEARCH et al.

Dear Carolyn Witham:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective May 23, 2022 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 mediation program. 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 mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. 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 the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



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

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

Sincerely,

Department of Fair Employment and Housing

**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

Carolyn Witham

DFEH No. 202205-17078023

Complainant,

vs.

BCG ATTORNEY SEARCH
20 S. Altadena Drive Suite 102
Pasadena,, CA 91107

Harrison Barnes
20 S. Altadena Drive Suite 102
Pasadena, CA 91107

Respondents

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

2. Complainant is naming **Harrison Barnes** individual as Co-Respondent(s).

3. Complainant **Carolyn Witham**, resides in the City of , State of .

4. Complainant alleges that on or about **May 1, 2022**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, age (40 and over), sexual harassment- hostile environment.

Complainant was discriminated against because of complainant's sex/gender, age (40 and over), sexual harassment- hostile environment and as a result of the discrimination was forced to quit, demoted, asked impermissible non-job-related questions, denied any employment benefit or privilege.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was asked impermissible non-job-related questions.

Additional Complaint Details: Complainant was harassed because of complainant's sex/gender, marital status, sexual harassment- hostile environment, sexual harassment- quid pro quo. Complainant was discriminated against because of complainant's sex/gender, gender identity or expression, marital status, sexual harassment- quid pro quo and as a result of the discrimination was terminated, forced to quit, denied hire or promotion, reprimanded, denied equal pay, demoted, asked impermissible non-job-related questions, denied work opportunities or assignments.

1 VERIFICATION

2 I, **David Garrett**, 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 May 23, 2022, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Los Angeles, CA**
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