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Assigned For All Purposes
Judge William Claster
CX-104

Attorneys for Plaintiff,
LUCRECIA GONZALEZ-TENORIO

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

LUCRECIA GONZALEZ-TENORIO, an
individual,

Plaintiff,

v.

TEMPO ANAHEIM HILLS, LLC, a California
limited liability company; RUMALDO
MENDEZ, an individual; LUIS FERNANDEZ,
an individual; SALVADOR VASQUEZ, an
individual; and DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2022-01253741-CU-WT-CXC

COMPLAINT FOR DAMAGES FOR:

- 1. DISCRIMINATION IN VIOLATION OF
GOV'T CODE §§ 12940 ET SEQ.;**
- 2. HARASSMENT IN VIOLATION OF
GOV'T CODE §§ 12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF
GOV'T CODE §§ 12940 ET SEQ.;**
- 4. FAILURE TO PREVENT
DISCRIMINATION, HARASSMENT AND
RETALIATION IN VIOLATION OF
GOV'T CODE § 12940(k);**
- 5. FAILURE TO PROVIDE REASONABLE
ACCOMMODATIONS IN VIOLATION
OF GOV'T CODE §§ 12940 ET SEQ.;**
- 6. FAILURE TO ENGAGE IN A GOOD
FAITH INTERACTIVE PROCESS IN
VIOLATION OF GOV'T CODE §§ 12940
ET SEQ.;**
- 7. NEGLIGENT HIRE, SUPERVISION OR
RETENTION OF EMPLOYEE;**
- 8. SEXUAL HARASSMENT (CIV. CODE §
51.9);**
- 9. ASSAULT;**
- 10. BATTERY;**

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- 11. GENDER VIOLENCE (CIV. CODE § 52.4);
 - 12. FOR DECLARATORY JUDGMENT
 - 13. RETALIATION (LAB. CODE § 98.6);
 - 14. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
 - 15. FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§ 226.7, 512);
 - 16. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§ 226, ET SEQ.);
 - 17. WAITING TIME PENALTIES (CAL. LABOR CODE §§ 201-203); AND
 - 18. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE § 2699, ET SEQ);
 - 19. FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS (CAL. LABOR CODE §1198.5);

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, LUCRECIA GONZALEZ-TENORIO, and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Orange County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Orange County, and because the work that is the subject of this action was performed by Plaintiff in Orange County.

THE PARTIES

2. Plaintiff, LUCRECIA GONZALEZ-TENORIO, is and at all times relevant hereto was a resident of the County of Orange, State of California.

1 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Defendant TEMPO ANAHEIM HILLS, LLC (hereinafter referred to as “TEMPO”) was and is a
3 California limited liability company doing business at 731 South Weir Canyon Road, Suite 147, Anaheim
4 Hills, in the County of Orange, State of California.

5 4. TEMPO is hereinafter referred to as “Employer” or “Employer Defendant.”

6 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
7 hereto, Employer owned and operated a restaurant.

8 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
9 hereto, Defendant RUMALDO MENDEZ (hereinafter referred to as “MENDEZ”) was and is an
10 individual resident of the County of Orange, State of California. MENDEZ was Plaintiff’s supervisor at
11 Employer Defendant.

12 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
13 hereto, Defendant LUIS FERNANDEZ (hereinafter referred to as “FERNANDEZ”) was and is an
14 individual resident of the County of Orange, State of California. FERNANDEZ was Plaintiff’s co-worker
15 at Employer Defendant.

16 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
17 hereto, Defendant SALVADOR VASQUEZ (hereinafter referred to as “VASQUEZ”) was and is an
18 individual resident of the County of Orange, State of California. VASQUEZ was the District Manager
19 overseeing Employer operations, thus placing him in a supervisory position at Employer Defendant.

20 9. MENDEZ, FERNANDEZ and VASQUEZ are hereinafter collectively referred to as
21 “INDIVIDUAL HARASSERS.”

22 10. At all times relevant herein, Employers and DOES 1-20 were Plaintiff’s employers, joint
23 employers and/or special employers within the meaning of Government Code §§ 12926, subdivision (d),
24 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
25 persons and are therefore subject to the jurisdiction of this Court.

26 11. Plaintiff is informed and believes, and thereon alleges that all times relevant to this action,
27 DOES 1-20 were managers and/or supervisors of Defendants, acting as managing agents for Defendants;
28 DOES 1-20 were each acting within the course and scope of his or her employment and on behalf of

1 Defendant such that his or her acts or omissions are imputed to Defendants under the doctrine of
2 *respondeat superior*, or, alternatively, at all times relevant to this action, Defendants cloaked DOES 1-
3 20 with the appearance of actual authority, such that Plaintiff was justified in relying thereon, and
4 therefore his or her acts or omissions are imputed to Defendants under the doctrine of *respondeat*
5 *superior*.

6 12. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint
7 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
8 Commission Order No. 5-2001 and are each an "employer or other person acting on behalf of an
9 employer" as such term is used in Labor Code section 558 and/or 558.1, and liable to Plaintiff on that
10 basis.

11 13. The true names and capacities, whether individual, corporate, associate, or otherwise, of
12 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
13 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
14 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
15 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
16 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
17 alleged hereinafter.

18 14. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
19 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
20 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
21 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
22 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
23 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

24 15. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
25 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
26 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
27 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code §
28 12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and

1 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
2 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
3 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
4 actually causing Plaintiff harm.

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

8 17. Plaintiff has filed complaints of discrimination, harassment, retaliation, failure to prevent
9 discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, and
10 wrongful termination under Government Code §§ 12940, et seq., the California Fair Employment and
11 Housing Act (“FEHA”) with the California Department of Fair Employment and Housing (“DFEH”) and
12 has satisfied Plaintiff’s administrative prerequisites with respect to these and all related filings.

13
14 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

15 18. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
16 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
17 defendants have ceased to exist.

18 19. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
19 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,
20 but not limited to because:

21 a. Employer is completely dominated and controlled by one another and DOES 1-20,
22 who personally committed the frauds and violated the laws as set forth in this complaint, and who have
23 hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
24 some other wrongful or inequitable purpose.

25 b. Employer and DOES 1-20 derive actual and significant monetary benefits by and
26 through one another’s unlawful conduct, and by using one another as the funding source for their own
27 personal expenditures.

1 c. Employer and DOES 1-20, while really one and the same, were segregated to
2 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
3 accomplishing some other wrongful or inequitable purpose.

4 d. Employer does not comply with all requisite corporate formalities to maintain a
5 legal and separate corporate existence.

6 e. The business affairs of Employer and DOES 1-20 are, and at all times relevant
7 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
8 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
9 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
10 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of
11 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
12 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
13 existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice
14 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

15 20. Accordingly, Employer constitutes the alter ego of one another and DOES 1-20, and the
16 fiction of their separate corporate existence must be disregarded.

17 21. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
18 thereon alleges that Employer and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
19 enterprise, and that Plaintiff was an employee of Employer and DOES 1-20. Plaintiff performed services
20 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
21 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
22 Defendants' business was and is conducted.

23 22. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
24 between DOES 1-20, Employer, or any of them, (1) there is an express or implied agreement of
25 assumption pursuant to which Employer and/or DOES 1-20 agreed to be liable for the debts of the other
26 Defendants, (2) the transaction between Employer and/or DOES 1-20 and the other Defendants amounts
27 to a consolidation or merger of the two corporations, (3) Employer and/or DOES 1-20 are a mere
28 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for

1 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employer and/or DOES
2 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

3 4 **FACTUAL ALLEGATIONS**

5 23. On or about September 2020, Employers hired Plaintiff to work as a line cook. Plaintiff
6 was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before
7 Plaintiff was wrongfully, constructively terminated on or about August 4, 2021.

8 **WAGE & HOUR VIOLATIONS**

9 24. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
10 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
11 thereof.

12 25. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
13 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
14 worked. Throughout Plaintiff's employment, Plaintiff did not receive a second uninterrupted statutory
15 30-minute meal periods for days on which Plaintiff worked at least 10 hours, which was approximately
16 3 days each week. One or more of Plaintiff's 30-minute meal periods were not provided approximately
17 5 times per week.

18 **DISCRIMINATION, HARASSMENT, & RETALIATION**

19 26. In or about June 2021, Plaintiff received confirmation that she was pregnant. This limited
20 Plaintiff's ability to perform the major life activity of working and therefore constituted a disability.

21 27. On or about June 2021, Plaintiff notified her supervisors, including VASQUEZ, of this
22 disability and/or medical condition and informed them supervisors that her doctor had restricted her from
23 carrying or picking up objects heavier than twenty-five (25) pounds.

24 28. Plaintiff also informed her supervisors that as her pregnancy progressed, the excessive
25 heat in the cooking area of the restaurant caused her to feel dizzy and nauseous.

26 29. Almost immediately after Plaintiff announced her pregnancy, VASQUEZ began to send
27 her home early, before the end of her shift, under the pretext that there was no work for Plaintiff. No
28 other employees were sent home early.

30. Defendants discriminated and retaliated against Plaintiff by cutting her hours and sending her home before the end of her shift, and for exercising Plaintiff's right to request removal to an area away from the kitchen, where she would not experience dizziness, and requesting weight restrictions as an accommodation of Plaintiff's disability and/or medical condition.

31. At all relevant times, Defendants failed to properly engage in a good faith interactive process in an effort to properly accommodate Plaintiff's disability and/or medical condition such that Plaintiff could continue working for Defendants.

32. At all relevant times, Defendants failed to reasonably accommodate Plaintiff even though Plaintiff was able to perform the essential job duties of Plaintiff's position or another position with or without accommodations.

SEXUAL HARASSMENT BY MENDEZ

33. Defendants also subjected the Plaintiff to harassment by making lewd comments about her body shape and touching her when she expressed that she did not want to be touched.

34. Shortly after Plaintiff began to work for Employer, MENDEZ commenced a disturbing campaign of sexual harassment against Plaintiff. MENDEZ was Plaintiff's supervisor, and as such he was in a position of authority over Plaintiff. MENDEZ used this position of authority to sexually harass Plaintiff. Soon after Plaintiff was hired by Employer, MENDEZ began to inappropriately touch Plaintiff. MENDEZ also attempted to slap her buttocks and explicitly tell Plaintiff what he would like to do to her body in a sexual manner, although Plaintiff told MENDEZ several times that she did not want him to touch her and that his conduct and comments were unwelcome. When Plaintiff informed MENDEZ that his behavior was unwelcome and unreciprocated, he immediately retaliated against her by telling her to clock out and leave the premises immediately and began to cut her hours.

35. Despite the fact that Plaintiff continuously informed MENDEZ that his sexual harassment was not welcome, MENDEZ continued his campaign of harassment against Plaintiff. Almost daily, MENDEZ told Plaintiff that he wanted to spank her buttocks, and lewdly described all of the sexual positions he would like to try with her. MENDEZ also made unwanted and unsolicited comments about Plaintiff's breasts and buttocks. When MENDEZ ran into Plaintiff in the restaurant kitchen, he would

1 walk so closely towards Plaintiff that he would brush up against Plaintiff, and when Plaintiff complained
2 about his touching of her body, MENDEZ claimed that it was an “accident.”

3 36. In or about February 2021, Plaintiff reported MENDEZ’s behavior to Alfredo Cruz
4 (hereinafter referred to as “Administrator Cruz”), who worked in Employer’s central office.
5 Administrator Cruz told Plaintiff that an investigation would take place; however, although there were
6 several witnesses to MENDEZ’s harassing behavior, no adequate investigation was ever conducted or
7 completed. In fact, MENDEZ was not disciplined, terminated or otherwise punished for his harassment.
8 He was simply switched to another restaurant, where he was free to treat other female coworkers in the
9 same lewd and illegal manner, he had treated Plaintiff.

10 **SEXUAL HARASSMENT BY FERNANDEZ**

11 37. While Plaintiff was being sexually harassed by MENDEZ, she was also being sexually
12 harassed by FERNANDEZ. FERNANDEZ told Plaintiff that he liked women with large buttocks and
13 stared at Plaintiff when he bent down, making her feel uncomfortable. He followed Plaintiff around the
14 restaurant and told Plaintiff that he wanted to have sex with her because he liked her body. Plaintiff asked
15 FERNANDEZ several times to stop speaking to her and to stay away from her, but FERNANDEZ ignored
16 her and continued his harassment, including unwanted touching and vulgar comments.

17 38. Plaintiff approached VASQUEZ and Administrator Cruz and complained about
18 FERNANDEZ’ sexual harassment time and time again, with no discipline against FERNANDEZ. In
19 fact, Plaintiff must work not only in the same restaurant as her harasser, but must work alongside him
20 whenever she is scheduled to work.

21 39. Plaintiff’s wrongful, constructive termination was substantially motivated by Plaintiff’s
22 sex, gender, disability and complaints about sexual harassment, without any discussion of disability
23 accommodations or any good faith attempt to engage in the interactive process with Plaintiff.
24 Defendants’ discriminatory animus is evidenced by the previously mentioned facts, as well as the
25 pretextual reduction in her hours and not investigating Plaintiff’s complaints of sexual harassment the
26 workplace.

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40. Defendants' conduct described herein was undertaken, authorized, and/or ratified Defendants' officers, directors and/or managing agents, including, but not limited to MENDEZ, FERNANDEZ and VASQUEZ and those identified herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 20, inclusive.

41. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general and special damages, including severe and profound pain and emotional distress, anxiety, depression, headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological counseling and treatment, and past and future lost wages and benefits.

42. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses, commissions, benefits and loss or diminution of earning capacity.

43. Plaintiff claims general damages for emotional and mental distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

44. Because the acts taken toward Plaintiff were carried out by officers, directors and/or managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this Court.

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45. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as though set forth in full herein.

1 46. At all times hereto, the FEHA was in full force and effect and was binding upon
2 Defendants and each of them.

3 47. As such term is used under FEHA, “on the bases enumerated in this part” means or refers
4 to discrimination on the bases of one or more of the protected characteristics under FEHA.

5 48. FEHA requires Defendants to refrain from discriminating against an employee on the
6 basis of sex, gender, disability and complaints about sexual harassment, and to prevent from occurring
7 discrimination, harassment, and retaliation on the same bases.

8 49. Plaintiff was a member of multiple protected classes as a result of Plaintiff’s sex, gender,
9 disability and complaints about sexual harassment.

10 50. At all times relevant hereto, Plaintiff was performing competently in the position Plaintiff
11 held with Defendants.

12 51. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination,
13 failure to accommodate, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate
14 and/or return to work, and termination, and was harmed thereby.

15 52. Plaintiff is informed and believes that Plaintiff’s sex, gender, disability and complaints
16 about sexual harassment, and/or some combination of these protected characteristics under Government
17 Code § 12926(j) were motivating reasons and/or factors in the decisions to subject Plaintiff to the
18 aforementioned adverse employment actions.

19 53. Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiff’s
20 damage as stated below.

21 54. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated
22 by reference.

23 55. The foregoing conduct of Defendants individually, or by and through their officers,
24 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
25 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
26 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff’s rights
27 such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
28 punitive damages in an amount appropriate to punish or make an example of Defendants.

1 56. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
2 attorneys' fees and costs, including expert fees pursuant to the FEHA.

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4 **SECOND CAUSE OF ACTION**
5 **FOR HARASSMENT IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.**
6 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

7 57. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as
8 though set forth in full herein.

9 58. At all times hereto, the FEHA was in full force and effect and was binding upon
10 Defendants and each of them.

11 59. As such term is used under FEHA, "on the bases enumerated in this part" means or refers
12 to harassment on the bases of one or more of the protected characteristics under FEHA.

13 60. These laws set forth in the preceding paragraph require Defendants to refrain from
14 harassing, or creating, or maintaining a hostile work environment against an employee based upon the
15 employee's sex, gender, disability and complaints about sexual harassment, as set forth hereinabove.

16 61. Defendants' harassing conduct was severe or pervasive, was unwelcome by Plaintiff, and
17 a reasonable person in Plaintiff's circumstances would have considered the work environment to be
18 hostile or abusive.

19 62. Defendants violated the FEHA and the public policy of the State of California which is
20 embodied in the FEHA by creating a hostile work environment and harassing Plaintiff because of
21 Plaintiff's sex, gender, disability and complaints about sexual harassment, and/or some combination of
22 these protected characteristics, as set forth hereinabove.

23 63. The above said acts were perpetrated upon Plaintiff by a supervisor, and/or Defendants
24 knew or should have known of the conduct but failed to take immediate and appropriate corrective action.

25 64. The above said acts of Defendants constitute violations of the FEHA and violations of the
26 public policy of the State of California. Such violations were a proximate cause in Plaintiff's damage as
27 stated below.

1 65. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated
2 by reference.

3 66. The foregoing conduct of Defendants individually, or by and through their officers,
4 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
5 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
6 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
7 such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
8 punitive damages in an amount appropriate to punish or make an example of Defendants.

9 67. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
10 attorneys' fees and costs, including expert fees pursuant to the FEHA.

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12 **THIRD CAUSE OF ACTION**
13 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.**
14 **AGAINST EMPLOYERS AND DOES 1-20**

15 68. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as
16 though set forth in full herein.

17 69. At all times hereto, the FEHA was in full force and effect and was binding upon
18 Defendants and each of them.

19 70. These laws set forth in the preceding paragraph require Defendants to refrain from
20 retaliating against an employee for engaging in protected activity.

21 71. Plaintiff engaged in the protected activities of requesting accommodation and
22 complaining about and protesting Defendants' discriminatory and harassing conduct towards Plaintiff
23 based upon Plaintiff's sex, gender and disability.

24 72. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination,
25 failure to accommodate, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate
26 and/or return to work, and termination, and was harmed thereby.

27 73. Plaintiff is informed and believes that Plaintiff's conduct of requesting accommodation,
28 complaining about and protesting about Defendants' discriminatory and harassing conduct and/or some

1 combination of these factors, were motivating reasons and/or factors in the decisions to subject Plaintiff
2 to the aforementioned adverse employment actions.

3 74. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff for
4 attempting to exercise Plaintiff's protected rights, as set forth hereinabove.

5 75. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
6 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or at
7 the direction of, each other Defendant and the other Managers.

8 76. The above said acts of Defendants constitute violations of the FEHA, and were a
9 proximate cause in Plaintiff's damage as stated below.

10 77. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated
11 by reference.

12 78. The foregoing conduct of Defendants individually, or by and through their officers,
13 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
14 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
15 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
16 such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
17 punitive damages in an amount appropriate to punish or make an example of Defendants.

18 79. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
19 attorneys' fees and costs, including expert fees pursuant to the FEHA.

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21 **FOURTH CAUSE OF ACTION**
22 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION**
23 **IN VIOLATION OF GOV'T CODE § 12940(k)**
24 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

25 80. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as
26 though set forth in full herein.

27 81. At all times hereto, the FEHA, including in particular Government Code § 12940(k), was
28 in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants

1 to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from
2 occurring. As alleged above, Defendants violated this subsection and breached their duty by failing to
3 take all reasonable steps necessary to prevent discrimination, harassment and retaliation from occurring.

4 82. The above said acts of Defendants constitute violations of the FEHA, and were a
5 proximate cause in Plaintiff's damage as stated below.

6 83. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated
7 by reference.

8 84. The foregoing conduct of Defendants individually, or by and through their officers,
9 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
10 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
11 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
12 such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
13 punitive damages in an amount appropriate to punish or make an example of Defendants.

14 85. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
15 attorneys' fees and costs, including expert fees pursuant to the FEHA.

16
17 **FIFTH CAUSE OF ACTION**
18 **FOR FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS**
19 **IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.**
20 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

21 86. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as
22 though set forth in full herein.

23 87. At all times hereto, the FEHA, including in particular Government Code § 12940(m), was
24 in full force and effect and was binding upon Defendants. This subsection imposes an ongoing duty on
25 Defendants to make reasonable accommodation for the known physical disability and/or medical
26 condition of an employee.

27 88. At all relevant times, Plaintiff was a member of a protected class within the meaning of,
28 in particular, Government Code §§ 12940(a) & 12986(1) et seq. because Plaintiff had a disability, a

1 physical condition that affected Plaintiff's major life activities, and medical condition of which
2 Defendants had both actual and constructive knowledge.

3 89. At all times herein, Plaintiff was willing and able to perform the duties and functions of
4 the position in which Plaintiff was employed, or could have performed the duties and functions of that
5 position with reasonable accommodations. At no time would the performance of the functions of the
6 employment position, with a reasonable accommodation for Plaintiff's disability or medical condition,
7 actual or as it was perceived by Defendants, have been a danger to Plaintiff's or any other person's health
8 or safety. Accommodation of Plaintiff's disability or disability or medical condition, real or perceived
9 by Defendants, would not have imposed an undue hardship on Defendants. Defendants failed and refused
10 to accommodate Plaintiff's disability, failed to engage in the interactive process with Plaintiff and
11 continue to violate this obligation, up to and including the date of Plaintiff's termination or, if Defendant
12 contends Plaintiff was never terminated, through the present and ongoing.

13 90. The above said acts of Defendants constitute violations of the FEHA and were a proximate
14 cause in Plaintiff's damage as stated below.

15 91. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated
16 by reference.

17 92. The foregoing conduct of Defendants individually, and/or by and through their officers,
18 directors, and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
19 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
20 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
21 such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
22 punitive damages in an amount appropriate to punish or make an example of Defendants.

23 93. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
24 attorneys' fees and costs, including expert fees pursuant to the FEHA.

25 ///

26 ///

27 ///

28 ///

SIXTH CAUSE OF ACTION
FOR FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS
IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.
AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE

94. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as though set forth in full herein.

95. At all times hereto, the FEHA, including in particular Government Code § 12940(n), was in full force and effect and was binding upon Defendants. This subsection imposes an ongoing duty on Defendants to engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee with a known physical disability or known medical condition and/or becoming aware of the employee's need for accommodation.

96. At all relevant times, Plaintiff was a member of a protected class within the meaning of, in particular, Government Code §§ 12940(a) & 12986(1) et seq. because Plaintiff had a physical disability that affected Plaintiff's major life activities, and medical condition of which Defendants had both actual and constructive knowledge.

97. Plaintiff reported the disability to Defendants and requested accommodation, triggering Defendants' obligation to engage in the interactive process with Plaintiff, but at all times herein, Defendants failed and refused to do so. Thereafter, despite Defendants continuing obligation to engage in the interactive process with Plaintiff, despite Plaintiff's submission of a doctors' notes identifying Plaintiff's condition and Plaintiff's desire to continue working in some capacity, Defendants failed and refused to have any dialogue with Plaintiff whatsoever, on any of these occasions, and Defendants violated, and continued to violate this obligation up to and including the date of Plaintiff's termination or, if Defendant contends Plaintiff was never terminated, through the present and ongoing.

98. The above said acts of Defendants constitute violations of the FEHA, and were a proximate cause in Plaintiff's damage as stated below.

99. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated by reference.

1 100. The foregoing conduct of Defendants individually, and/or by and through their officers,
2 directors, and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
3 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
4 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
5 such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
6 punitive damages in an amount appropriate to punish or make an example of Defendants.

7 101. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
8 attorneys' fees and costs, including expert fees pursuant to the FEHA.

9
10 **SEVENTH CAUSE OF ACTION**
11 **FOR COMMON LAW NEGLIGENT SUPERVISION AND RETENTION**
12 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

13 102. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as
14 though set forth in full herein.

15 103. An employer is liable for negligent supervision or retention of an employee if the
16 employer knew or should have known that the employee created a particular risk to others; that the
17 employee harmed the plaintiff; and that the employer's negligence in supervising or retaining the
18 employee was a substantial factor in causing the plaintiff's harm.

19 104. Employer owed Plaintiff a duty of reasonable care to supervise their employees and to
20 take reasonable steps to prevent them from harassing, threatening or injuring Plaintiff.

21 105. Employer further owed Plaintiff a duty of reasonable care to discharge from employment
22 employees who had harassed, threatened or injured or were reasonably likely to harass, threaten or injure
23 others with whom they came into contact at work, including Plaintiff.

24 106. Employer had reason to know that the INDIVIDUAL HARASSERS created a risk or
25 threat of injury to Plaintiff, as alleged herein, due to Plaintiff's complaints of INDIVIDUAL
26 HARASSER's behavior, including but not limited to INDIVIDUAL HARASSERS' sexual harassment,
27 assault and battery of Plaintiff, and ratification by Employer.

107. Employer breached its duties by failing to properly supervise or control INDIVIDUAL HARASSER; and by failing to terminate the employment of the INDIVIDUAL HARASSERS so that Plaintiff could work in a reasonably safe environment free from discrimination, hostility, intimidation and harassment.

108. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated by reference.

109. Pursuant to this Court's statutory authority, Plaintiff requests an award of punitive damages, in addition to general and special damages, and other relief the Court deems proper.

110. Pursuant to this Court's statutory authority, Plaintiff requests an award of attorneys' fees, and costs in prosecuting this action, including expert fees and any other relief the Court deems proper.

111. The foregoing conduct of Defendants, by and through its officers, directors and/or managing agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried out by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Plaintiffs.

EIGHTH CAUSE OF ACTION

FOR SEXUAL HARASSMENT

IN VIOLATION OF CIVIL CODE § 51.9

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

112. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as though set forth in full herein.

113. At all times hereto, Civil Code § 51.9 was in full force and effect and was binding upon Defendants.

114. Defendants MENDEZ, FERNANDEZ and VASQUEZ held themselves out as supervisors for Defendant TEMPO.

1 115. Defendants MENDEZ, FERNANDEZ and VASQUEZ engaged in verbal, visual and
2 physical conduct of a sexual nature. MENDEZ, FERNANDEZ and VASQUEZ' conduct was
3 unwelcome and also pervasive or severe.

4 116. Plaintiff complained to TEMPO several times regarding the INDIVIDUAL
5 HARASSERS' behavior, but no investigation or disciplinary action was undertaken, implying that
6 TEMPO ratified and condoned the INDIVIDUAL HARASSERS' conduct.

7 117. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated
8 by reference.

9 118. The foregoing conduct of Defendants individually, and/or by and through their officers,
10 directors, and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
11 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
12 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
13 such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
14 punitive damages in an amount appropriate to punish or make an example of Defendants.

15
16 **NINTH CAUSE OF ACTION**

17 **FOR ASSAULT**

18 **AGAINST MENDEZ, EMPLOYER AND DOES 1-20, INCLUSIVE**

19 119. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as
20 though set forth in full herein.

21 120. MENDEZ, in furtherance of Employer's interest, acted, intending to cause harmful and
22 offensive contact against Plaintiff.

23 121. Plaintiff reasonably believed that she was about to be touched in a harmful or offensive
24 manner.

25 122. Plaintiff did not consent to MENDEZ' conduct.

26 123. Plaintiff was harmed as a result of MENDEZ' conduct.

27 124. At the time of his assault upon Plaintiff, Defendant MENDEZ was acting at least in part
28 in the court and scope of his employment with Employer, as its officer, agent, managing agent and/or

1 supervisor. Moreover, despite having knowledge and acknowledging that Defendant MENDEZ' conduct
2 was unlawful, Employer willfully failed to properly address, correct, or remediate such unlawful conduct,
3 thereby ratifying Defendant MENDEZ' assault upon Plaintiff.

4 125. MENDEZ' conduct was a substantial factor in causing Plaintiff's harm.

5 126. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated
6 by reference. Pursuant to this Court's statutory authority, Plaintiff requests an award of attorney's fees,
7 and costs in prosecuting this action, including expert fees and any other relief the Court deems proper.

8 127. The foregoing conduct of Defendants individually, and/or by and through their officers,
9 directors, and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
10 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
11 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
12 such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
13 punitive damages in an amount appropriate to punish or make an example of Defendants.

14
15 **TENTH CAUSE OF ACTION**

16 **FOR COMMON LAW BATTERY**

17 **AGAINST MENDEZ AND DOES 1-20, INCLUSIVE**

18 128. Plaintiff re-alleges and reincorporates Paragraphs 1 through 40, inclusive, as though set
19 forth in full herein.

20 129. A person is liable for battery if the person intentionally caused a harmful or offensive
21 touching of another person.

22 130. As alleged herein, MENDEZ acted with intent to cause a harmful or offensive touching
23 of Plaintiff, and a harmful and offensive touching of Plaintiff resulted.

24 131. At all times when committing the aforementioned batteries, MENDEZ was acting, at least
25 in part, in the course and scope of his employment with Employers.

26 132. At the time of his battery upon Plaintiff, Defendant MENDEZ was acting at least in part
27 in the course and scope of his employment with Employers, as its officer, agent, managing agent and/or
28 supervisor. Moreover, despite having knowledge and acknowledging that MENDEZ' conduct was

1 unlawful, Employer willfully failed to properly address, correct or remediate such unlawful conduct,
2 thereby ratifying Defendant MENDEZ' assault upon Plaintiff.

3 133. The above said acts of MENDEZ were a proximate cause in Plaintiff's damage as stated
4 below.

5 134. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated
6 by reference.

7 135. The foregoing conduct of Defendants individually, and/or by and through their officers,
8 directors, and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
9 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
10 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
11 such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
12 punitive damages in an amount appropriate to punish or make an example of Defendants.

13
14 **ELEVENTH CAUSE OF ACTION**

15 **FOR GENDER VIOLENCE**

16 **IN VIOLATION OF CIVIL CODE § 52.4**

17 **AGAINST MENDEZ, EMPLOYER AND DOES 1-20, INCLUSIVE**

18 136. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as
19 though set forth in full herein.

20 137. At all relevant times mentioned in this complaint, Civil Code § 52.4 was in full force and
21 effect and was binding on Defendants.

22 138. Civil Code § 52.4 declares, in pertinent part, that any person subjected to gender violence
23 may bring a civil action for damages against any responsible party, and may seek actual, compensatory,
24 and punitive damages therefor, or any other appropriate relief.

25 139. For purposes of Civil Code § 52.4, gender violence is a form of sex discrimination and
26 means any of the following:

- 27 a. An act that would constitute a criminal offense under state law that has as an
28 element the use, attempted use or threatened use of physical force against the person of

another, committed at least in part based on the gender of the victim, whether or not the act has resulted in a criminal complaint, charge, prosecution, or conviction.

b. A physical intrusion or physical invasion of a sexual nature under coercive conditions, whether or not the act has resulted in a criminal complaint, charge, prosecution, or conviction.

140. As alleged above, MENDEZ touched and caused unwanted touching of Plaintiff and thereby assaulted, battered, sexually assaulted, and sexually battered Plaintiff, thereby subjecting her to gender violence within the meaning of Civil Code § 52.4.

141. As alleged above, MENDEZ engaged in the foregoing conduct at least in part based on Plaintiff's gender, thereby subjecting her to gender violence within the meaning of Civil Code § 52.4.

142. At the time of the gender violence, MENDEZ was acting at least in part in the course and scope of his employment with Employer, as its employee and agent, ad Employer, by and through MENDEZ and or DOES 1-20, acting in concert and conspiracy with MENDEZ, ratified MENDEZ' gender violence committed against Plaintiff.

143. In so doing, MENDEZ and Employer committed gender violence against Plaintiff in violation of Civil Code § 52.4.

144. The damage allegations of Paragraphs 41 through 44, inclusive, are incorporated herein by reference.

145. The foregoing conduct of Defendants individually, or by and through their managing agents, was intended by Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from gender violence, such as to constitute malice, oppression, or fraud under Civil Code § 52.4(a), thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

146. Pursuant to Civil Code § 52.4(a), Plaintiff requests an award of attorneys' fees in prosecuting this action.

TWELFTH CAUSE OF ACTION
FOR DECLARATORY JUDGMENT
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

147. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as though set forth in full herein.

148. Government Code § 12920 sets forth the public policy of the State of California as follows:

It is hereby declared as the public policy of this state that it is necessary to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.

It is recognized that the practice of denying employment opportunity and discriminating in the terms of employment for these reasons foments domestic strife and unrest, deprives the state of the fullest utilization of its capacities for development and advancement, and substantially and adversely affects the interests of employees, employers, and the public in general.

Further, the practice of discrimination because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in housing accommodations is declared to be against public policy.

It is the purpose of this part to provide effective remedies that will eliminate these discriminatory practices.

This part shall be deemed an exercise of the police power of the state for the protection of the welfare, health, and peace of the people of this state.

149. Government Code § 12920.5 embodies the intent of the California legislature and states:

In order to eliminate discrimination, it is necessary to provide effective remedies that will both prevent and deter unlawful employment practices and redress the adverse effects of those practices on aggrieved persons. To that end, this part shall be deemed an exercise of the Legislature's authority pursuant to Section 1 of Article XIV of the California Constitution.

150. Moreover, Government Code § 12921, subdivision (a) says in pertinent part:

The opportunity to seek, obtain, and hold employment without discrimination because of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation is hereby recognized as and declared to be a civil right.

151. An actual controversy has arisen and now exists between Plaintiff and Defendants concerning their respective rights and duties as it is believed that Defendants may allege that they did not discriminate and retaliate against Plaintiff; that Plaintiff was not terminated as a result of Plaintiff's sex, gender, disability and complaints about sexual harassment, and/or some combination of these protected characteristics. Plaintiff contends that Defendants did discriminate and retaliate against Plaintiff on the basis of Plaintiff's sex, gender, disability and complaints about sexual harassment, and/or some combination of these protected characteristics; and that Plaintiff was retaliated against and, ultimately wrongfully terminated as a result of Plaintiff's sex, gender, disability and complaints about sexual harassment, and/or some combination of these protected characteristics. Plaintiff is informed and believes, and on that basis alleges, that Defendants shall dispute Plaintiff's contentions.

152. Pursuant to Code of Civil Procedure § 1060, Plaintiff desires a judicial determination of Plaintiff's rights and duties, and a declaration that Defendants harassed Plaintiff on the basis of Plaintiff's sex, gender, disability and complaints about sexual harassment, and/or some combination of these protected characteristics.

153. Pursuant to Code of Civil Procedure § 1060, Plaintiff seeks a judicial determination of Plaintiff's rights and duties, and a declaration that Plaintiff's sex, gender, disability and complaints about sexual harassment, and/or some combination of these protected characteristics was a substantial motivating factor in the decision to subject Plaintiff to the aforementioned adverse employment actions.

154. A judicial declaration is necessary and appropriate at this time under the circumstances in order that Plaintiff, for Plaintiff and on behalf of employees in the State of California and in conformity with the public policy of the State, obtain a judicial declaration of the wrongdoing of Defendants and to condemn such discriminatory employment policies or practices prospectively. *Harris v. City of Santa Monica* (2013) 56 Cal.4th 203.

155. A judicial declaration is necessary and appropriate at this time such that Defendants may also be aware of their obligations under the law to not engage in discriminatory practices and to not violate the law in the future.

1 156. Government Code § 12965(b) provides that an aggrieved party, such as the Plaintiff
2 herein, may be awarded reasonable attorney's fees and costs: "In civil actions brought under this section,
3 the court, in its discretion, may award to the prevailing party, including the department, reasonable
4 attorney's fees and costs, including expert witness fees." Such fees and costs expended by an aggrieved
5 party may be awarded for the purpose of redressing, preventing, or deterring discrimination and
6 harassment.

7
8 **THIRTEENTH CAUSE OF ACTION**

9 **RETALIATION**

10 **LABOR CODE § 98.6**

11 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

12 157. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as
13 though set forth in full herein.

14 158. Labor Code § 98.6(a) prohibits an employer from discharging or discriminating against
15 an employee for political activities; for complaining that he or she is owed unpaid wages, for
16 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,
17 suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's
18 premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for
19 initiating proceedings against the employer to collect civil penalties under the "Labor Code Private
20 Attorneys General Act;" and for exercising "any rights afforded him or her" under the Labor Code. Thus,
21 Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating
22 against an employee who, among other things, has exercised her or her rights under that Chapter,
23 including the right to take meal breaks, and/or made a written or oral complaint that he or she is owed
24 unpaid wages. An employee who has been discharged or retaliated against in violation of Labor Code §
25 98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten
26 thousand dollars (\$10,000.00) for each violation of that section.

27 159. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff was
28 terminated from Plaintiff's employment with Defendants as a result of Plaintiff's complaints about not

1 being paid all wages due, not receiving meal and/or rest breaks, exercising Plaintiff's right to take meal
2 and/or rest breaks. Defendants' retaliatory animus is evidenced by, among other things, the following
3 facts: Plaintiff suffered sexual harassment, retaliation and was not accommodated when she informed her
4 supervisors of her disability and requested accommodations.

5 160. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
6 Defendants, and Defendants' officers and/or managing agents, and those identified herein as DOES 1-
7 20, who were authorized and empowered to make decisions that reflect and/or create policy for
8 Defendants. The aforementioned conduct of said managing agents and individuals was therefore
9 undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and
10 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
11 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
12 and designated herein as DOES 1-20, inclusive.

13 161. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated
14 by reference.

15 162. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
16 \$10,000.00 for Defendants' violations of Labor Code § 98.6.

17 163. Because the acts taken toward Plaintiff were carried out by managerial employees acting
18 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and
19 in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against
20 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

21
22 **FOURTEENTH CAUSE OF ACTION**
23 **FOR WRONGFUL CONSTRUCTIVE DISCHARGE**
24 **IN VIOLATION OF PUBLIC POLICY OF THE STATE OF CALIFORNIA**
25 **AGAINST EMPLOYER AND DOES 1-20, INCLUSIVE**

26 164. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 40, inclusive, as
27 though set forth in full herein.
28

1 165. “Constructive discharge occurs when the employer’s conduct effectively forces an
2 employee to resign . . . the employment relationship is actually severed involuntarily by the employer’s
3 acts, against the employee’s will. As a result, a constructive discharge is legally regarded as a firing
4 rather than a resignation.” *Turner v. Anheuser-Busch, Inc.* (1994) 7 Cal.4th 1238, 1244-1245.

5 166. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
6 and was binding on Defendants. This law requires Defendants to refrain, among other things, from
7 discriminating against any employee on the basis of age, ancestry, color, national origin, race,
8 sex/gender, sexual orientation, real or perceived medical condition, real or perceived disability, use
9 of medical leave or anticipated use of medical leave, and pregnancy, childbirth, breast feeding, and/or
10 related medical conditions. Further, the FEHA required Defendants to stop and prevent discrimination,
11 harassment, and retaliation and a hostile work environment. At all times mentioned in this complaint,
12 Article I, Section 8 of the California Constitution was in full force and effect and binding on
13 Defendants. This law requires Defendants to refrain from disqualifying a person from pursuing
14 employment on the basis of race, color, national origin, or sex.

15 167. The working conditions that Defendant knowingly permitted Plaintiff to be subjected to
16 were so intolerable that a reasonable person in Plaintiff’s position would have had no reasonable
17 alternative but to resign. This is evidenced by, among other things, the following facts: Plaintiff’s
18 supervisor, MENDEZ began to inappropriately touch Plaintiff and would attempt to slap her buttocks.
19 MENDEZ would tell Plaintiff about all the things he wanted to do with her body. After Plaintiff told
20 MENDEZ to stop, he retaliated against her by cutting her hours. MENDEZ almost daily told Plaintiff
21 that he wanted to spank her buttocks and lewdly spoke to her about all of the sexual positions that he
22 wanted to try with her and would constantly make comments about her breasts and buttocks. In or about
23 February 2021, Plaintiff reported the sexual harassment to Defendants. While Defendants promised an
24 investigation, MENDEZ was simply reassigned to a different restaurant. Similarly, FERNANDEZ,
25 Plaintiff’s co-worker, would tell Plaintiff he liked women with big buttocks and stared at Plaintiff
26 whenever she would bend down, making her feel uncomfortable several times. FERNANDEZ would
27 follow Plaintiff around the restaurant and tell Plaintiff that he wanted to have sex with her because he
28

1 liked her body. Despite Plaintiff again complaining to Defendants, Defendants did nothing about
2 FERNANDEZ, forcing Plaintiff to work alongside her harasser.

3 168. Plaintiff refused to engage in nonconsensual sexual acts and exercised her fundamental
4 right to be free from sexual assault and harassment.

5 169. Further, Defendants violated Plaintiff's civil rights and violated Government Code §§
6 12940, et seq., when Defendants refused to reasonably accommodate Plaintiff due to her pregnancy.
7 Defendants did not engage in any genuine good faith interactive process with Plaintiff to determine
8 accommodations as prescribed by her doctor and failed to bring any alternative available positions to
9 Plaintiff's attention, and instead retaliated against her by ordering her to do things not permitted by her
10 work restrictions and by reducing her hours.

11 170. Additionally, despite Plaintiff notifying Defendants that she was being sexually
12 harassed by MENDEZ, her supervisor and FERNANDEZ, her co-worker, Defendants failed to take
13 immediate and appropriate corrective action and failed to take all reasonable steps necessary to prevent
14 discrimination and harassment from occurring.

15 171. Plaintiff's reports of the above-mentioned violations were a motivating and proximate
16 cause for the discrimination, harassment, retaliation, and hostile work environment that Plaintiff was
17 subjected to which ultimately led to her unlawful, constructive termination.

18 172. The aforementioned working conditions were the substantial and proximate cause of
19 Plaintiff's wrongful, constructive termination and Plaintiff's harms that she suffered and will continue
20 to suffer.

21 173. The damage allegations of Paragraphs 41 through 44, inclusive, are herein incorporated
22 by reference.

23 174. The foregoing conduct of Defendants individually, or by and through their officers,
24 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
25 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
26 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
27 rights such as to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling
28 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

FIFTEENTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE MEAL AND REST PERIODS
IN VIOLATION THE LABOR CODE §§ 226.7, 512
AGAINST ALL DEFENDANTS AND DOES 1-20

175. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

176. Labor Code § 512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

177. Labor Code § 226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

178. During Plaintiff's tenure, Plaintiff regularly worked in excess of five hours per day and was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each day of work.

179. Defendants failed and refused to provide Plaintiff with meal and rest period and failed to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§ 226.7 and 512 and the applicable sections of 8 Code of Regulations § 11040 and Industrial Welfare Commission Order No. 4-2001.

180. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8 Code of Regulations § 11040 and Industrial Welfare Commission Order No. 16-2001. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

181. From approximately September 2020 through August 4, 2021 Plaintiff's statutory 30-minute meal periods were missed, interrupted or cut short approximately 5 times per week for 48 weeks, or on approximately 240 days. Consequently, Plaintiff is owed one hour of pay at \$15.00 for each day, or \$3,600.00, plus interest thereon, for unpaid missed or interrupted meal periods. During

1 this same time period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest
2 periods on approximately 240 days (5 days per week for 48 weeks). Consequently, Plaintiff is owed
3 one hour of pay at \$15.00 for each day, or \$3,600.00, plus interest thereon, for unpaid rest periods.
4 Thus, Plaintiff is owed a total of \$7,200.00, plus interest thereon, for unpaid meal and rest periods for
5 this time period. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and
6 rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

7 182. Thus, the entirety of the time periods set forth above, Plaintiff is entitled to recover an
8 amount no less than \$7,200.00, pursuant to Labor Code § 226.7(b), plus interest hereon and costs of
9 suit.

10
11 **SIXTEENTH CAUSE OF ACTION**
12 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
13 **IN VIOLATION OF LABOR CODE §§ 226, ET SEQ.**
14 **AGAINST ALL DEFENDANTS AND DOES 1-20**

15 183. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
16 though set forth in full herein.

17 184. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-
18 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
19 total deductions and net wages earned. An employer who violates these code sections is liable to its
20 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
21 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
22 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code § 226(e)(2), an employee is
23 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
24 at all.

25 185. In addition thereto, pursuant to Labor Code § 226.3, an employer who willfully violates
26 Labor Code § 226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
27 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.
28

1 186. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
2 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
3 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
4 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
5 by Plaintiff.

6 187. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code § 226.

7 188. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code §
8 226 approximately 23 times during Plaintiff's tenure with Defendant. Consequently Defendants are liable
9 to Plaintiff for Plaintiff's actual damages, or penalties not to exceed the statutory maximum of \$4,000.00,
10 whichever is greater.

11 189. Because the acts taken toward Plaintiff were carried out by managerial employees acting
12 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and
13 in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against
14 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

15
16 **SEVENTEENTH CAUSE OF ACTION**

17 **FOR WAITING TIME PENALTIES**

18 **LABOR CODE §§ 201-203**

19 **AGAINST ALL DEFENDANTS**

20 190. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
21 though set forth in full herein.

22 191. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
23 other compensation due immediately upon termination or within 72 hours of resignation, as required.
24 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
25 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
26 Plaintiff's employment and which were, at least, due within the time restraints of Labor Code §§ 201-
27 203.

1 192. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§ 201-
2 203.

3 193. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
4 is entitled to payment to Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
5 more than \$4,125.00 in wait time penalties, calculated based on a daily average wage of \$137.50, times
6 30 days (i.e., \$4,125.00).

7 194. Based on Defendants' conduct as alleged herein, Defendants are liable for \$4,125.00 in
8 statutory penalties pursuant to Labor Code § 203 and other applicable provisions, as well as attorneys'
9 fees and costs.

10 **EIGHTEENTH CAUSE OF ACTION**
11 **FOR PRIVATE ATTORNEY GENERAL ACT**
12 **LABOR CODE § 2699, ET SEQ.**
13 **AGAINST ALL DEFENDANTS AND DOES 1-20**

14 195. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
15 though set forth in full herein.

16 196. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against
17 Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties
18 for Defendants' violations of the California Labor Code.

19 197. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
20 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
21 previously pleaded in this Complaint.

22 198. On August 2, 2021, more than 65 calendar days before filing this Complaint, Plaintiff
23 provided written notice by certified mail to the Labor and Workforce Development Agency and to
24 Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
25 satisfying the requirements of Labor Code §2699.3(a). This Complaint include violations of Labor Code
26 §§ 98.6, 201.3, 202, 203, 204, 221, 223, 226, 226.7, 227.3, 246, 510, 551, 552, 1102.5, 1102.6, 1194,
27 1197, 2802, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.
28

199. Here, Plaintiff's civil action alleges violations of provisions listed in Labor Code §2699.5 and violations of provisions other than those listed in Labor Code §2699.5. As such, Labor Code §2699.3(a) and §2699.3(c) apply to this action.

200. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

201. Further, as of the filing of this Complaint, Plaintiff has not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

PENALTIES

202. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil penalties, as follows:

- a) As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, including those violations notated in Paragraph 198; and
- b) As applicable, civil penalties under Labor Code §558 (in addition to and entirely independent and apart from any other penalty provided for in the Labor Code), for violations of Labor Code

1 §§1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the
2 aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid
3 wages, and \$100 for each subsequent violation for each underpaid employee for each pay
4 period for which the employee was underpaid; and also an additional amount sufficient to
5 recover under paid wages as penalties, with all wages recovered pursuant to Labor Code §557
6 paid to the aggrieved employees. Plaintiff is entitled to recover approximately \$2,550 for civil
7 penalties, including for violations under Labor Code § 226.7. Plaintiff is also able to collect
8 an additional penalty to be distributed to the other aggrieved employees in an amount according
9 to proof;

10 c) As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely independent
11 and apart from any other penalty provided in the Labor Code) for violations of Labor Code §
12 221 and 223, in the amount of \$100 for each underpaid aggrieved employee for each pay period
13 the aggrieved employee was underpaid, and \$200 for each subsequent violation or any willful
14 or intentional violation, for each underpaid aggrieved employees regardless of whether the
15 initial violation was intentionally committed, in addition to 25 percent of the amount
16 unlawfully withheld;

17 d) As applicable, civil penalties under Labor Code §210 (in addition to and entirely independent
18 and apart from any other penalty provided in the Labor Code), for each employee who is/was
19 not paid wages in accordance with Labor Code §§201.3, 204, 204b, 204.1, 204.2, 205, 205.5
20 and 1197.5, in the amount of a civil penalty of \$100 for each aggrieved employee per pay
21 period for each initial violation, and \$200 for each aggrieved employee per pay period for each
22 subsequent violation, plus 25 percent of the amount unlawfully withheld;

23 e) As applicable, civil penalties under Labor Code §2802 (in addition to and entirely independent
24 and apart from any other penalty provided in the Labor Code), for each violation of Labor
25 Code §2802, in the amount of \$100 for each aggrieved employee per pay period for each
26 violation; and \$200 for each aggrieved employee per pay period for each subsequent violation;

27 f) As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely independent
28 and apart from any other civil penalty provided in the Labor Code), for each violation of Labor

Code §226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

g) As applicable, civil penalties under Labor Code §§203 and/or 256 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee who was discharged or quit, and was not paid all earned wages at termination in accordance with Labor Code §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty of one day of pay, at the same rate, for each day that he or she was paid late, until payment was/is made, up to a maximum of thirty (30) days; and

h) As applicable, any and all additional applicable civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

203. In addition, Plaintiff seeks and is entitled to seventy-five percent (75%) of all penalties obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%) to the aggrieved employees.

204. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek recovery of pre-judgment interest on all amounts recovered herein.

205. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, §§203, 210, 225.5, 226.3, 226.7, 510, 558.

206. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek recovery of pre-judgment interest on all amounts recovered herein.

207. Further, Plaintiff is entitled; to recover reasonable attorneys' fees and costs pursuant to Labor Code §§2699(g)(1) and any other applicable statute.

NINETEENTH CAUSE OF ACTION
FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS
LABOR CODE §1198.5
AGAINST ALL DEFENDANTS

208. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

209. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

210. On May 10, 2021, Plaintiff made a written request to inspect or receive a copy of Plaintiff's personnel and payroll records from Defendants, which Defendants received.

211. Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff within the time required by Labor Code §1198.5, or ever.

212. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5, Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress and loss of earning capacity;

2. For civil penalties pursuant to Labor Code §98.6 in the amount of no less than \$10,000.00;

3. For civil penalties pursuant to Labor Code § 1102.5 in the amount of no less than \$10,000.00;

4. For penalties pursuant to Labor Code §226.8(b)-(c), in the amount of no less than \$25,000;

1 5. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
2 in the amount of no less than \$7,200.00;

3 6. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

4 7. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
5 less than \$23,250.00;

6 8. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
7 than \$4,125.00;

8 9. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than
9 \$35,750 on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved
10 employees, estimated to exceed \$500,000.00;

11 10. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5,
12 Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00;

13 11. As a result of Defendants' failure and refusal to comply with Labor Code §226(f), Plaintiff
14 is entitled to recover from Defendants a civil penalty of \$750.00;

15 12. For prejudgment interest on each of the foregoing at the legal rate from the date the
16 obligation became due through the date of judgment in this matter.

17
18 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
19 amount according to proof, as follows:

20 13. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
21 condemning Defendants' discriminatory practices;

22 14. For injunctive relief barring Defendants' discriminatory employment policies and
23 practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

24 15. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
25 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

26 16. For injunctive relief compelling Defendants to report to federal and state authorities wages
27 earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching
28

1 funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all
2 this in an amount according to the proof;

3 17. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
4 conduct, failure to pay compensation in accordance with the law;

5 18. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
6 Code and/or any other basis;

7 19. For post-judgment interest; and

8 20. For any other relief that is just and proper.

9 DATED: April 5, 2022

GUERRA & CASILLAS LLP

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11 By: 

Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
LUCRECIA GONZALEZ

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17 **JURY TRIAL DEMANDED**

18 Plaintiff demands trial of all issues by jury.

19 DATED: April 5, 2022

GUERRA & CASILLAS LLP

20
21 By: 

Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiff
LUCRECIA GONZALEZ