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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARIA TORRES Individually, and on behalf of
all persons similarly situated

Plaintiff,

vs.

WINDSOR CAPITAL GROUP; ARCADIA
EMBASSY SUITES. PATRICK NESBITT and
DOES 1- 100, INCLUSIVE,

Defendants.

FILED
Superior Court of California
County of Los Angeles
01/07/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Miro Deputy

Case No. **20STCV38451**
Assigned for all purposes to:
Hon. Carolyn B. Kuhl
Department 12 Spring St. Courthouse

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES; DEMAND FOR JURY
TRIAL**

**1. FAILURE TO PAY WAGES
(VIOLATION OF CALIFORNIA
LABOR CODE §§204, 204.3, 510,
1194 and 1198);**

**2. FAILURE TO PROVIDE MEAL
PERIODS (VIOLATION OF
CALIFORNIA LABOR CODE §§
226.7 and 512 AND CALIFORNIA
CODE OF REGULATIONS, TITLE
8, §11050);**

3. FAILURE TO PROVIDE REST

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-) PERIODS (VIOLATION OF
-) CALIFORNIA LABOR CODE §
-) 226.7 CALIFORNIA CODE OF
-) REGULATIONS, TITLE 8, §11050);
-)
-) 4. FAILURE TO PAY WAGES UPON
-) TERMINATION OF
-) EMPLOYMENT (VIOLATION OF
-) CALIFORNIA LABOR CODE §201,
-) et seq, §203, §208;)
-)
-) 5. FAILURE TO FURNISH
-) ITEMIZED WAGE STATEMENTS
-) (VIOLATION OF LABOR CODE
-) §226)
-)
-) 6. UNFAIR COMPETITION
-) (Business and Professions Code
-) section 17200 et. seq.)
-)
-) 7. LABOR CODE PRIVATE
-) ATTORNEY GENERAL ACT,
-) LABOR CODE §2698 et. seq.
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-) 8. FEHA HARASSMENT
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-) 9. SEXUAL ASSAULT AND
-) BATTERY
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-) 10. DISCRIMINATION
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-) 11. FEHA RETALIATION
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-) 12. WHISTLEBLOWER
-) RETALIATION LABOR CODE
-) SECTION 1102.5, et seq.
-)
-) 13. FAILURE TO TAKE
-) CORRECTIVE ACTION
-)
-) 14. WRONGFUL TERMINATION IN
-) VIOLATION OF PUBLIC
-) POLICY
-)
-) REQUEST FOR JURY TRIAL

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. This is an individual and class action brought pursuant to California Code of Civil

1 Procedure §382 and California Business and Professions Code §17200 et seq. and the Labor Code
2 Private Attorney General Act, California Labor Code §2698 et seq. Plaintiff MARIA TORRES
3 (herinafter, “TORRES,” Plaintiff,” or “Plaintiffs”) brings this action on her own behalf and on
4 behalf of all persons within the class defined herein, and as private attorney general on behalf of
5 the general public and all aggrieved employees and on behalf of the State of California.

6 **CLASS ALLEGATIONS**

7 2. The Class consists of the following:

8 All current and former employees of WINDSOR CAPITAL
9 GROUP; ARCADIA EMBASSY SUITES employed in non-
10 overtime exempt positions on or after October 5, 2016.
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12 **PLAINTIFF’S GENERAL ALLEGATIONS**

13 3. Plaintiff MARIA TORRES, at all times mentioned was a resident of the State of
14 California, and the County Of Los Angeles and employed by Defendants in the County of Los
15 Angles, State of California.

16 4. TORRES was hired by the Defendants herein on or about December 24, 1982.
17 Following a long period of sexual harassment and discrimination and being deprived of wages
18 earned and owed to her and meal and rest periods, TORRES was terminated by Defendants and each
19 of them on or about October 2, 2019.

20 5. On or about November 4, 2019 TORRES filed a claim with the California
21 Department of Fair Employment and Housing (“DFEH”) against WINDSOR CAPITAL GROUP
22 ARCADIA EMBASSY SUITES. True and correct copies of TORRES’ DFEH Claim # 201911-
23 08148504 and Notice of Case Closure and Right to Sue are attached hereto as Exhibit 1 and
24 incorporated by this reference. TORRES has exhausted her administrative remedies.

25 6. The persons who comprise the Class (sometimes hereinafter referred to as
26 “Plaintiffs,” “Plaintiff Class” or “Class”) are so numerous that the joinder of all such persons is
27 impracticable and the disposition of their claims as a Class will benefit the parties and the Court.

28 7. The class action claims of Plaintiff are typical of the claims of the Class she seeks to

1 represent.

2 8. Plaintiff will fairly and adequately protect the interests of the Class and Plaintiff
3 does not have any interests that are antagonistic to the Class.

4 9. Counsel for the Class are experienced, qualified and generally able to conduct
5 complex class action litigation.

6 10. This Court should permit this action to be maintained as a class action pursuant to
7 California Code of Civil Procedure §382 because:

8 (a) The questions of law and fact involving wage and hours are common to the Class
9 predominate over any question affecting only individual members;

10 (b) A class action is superior to any other available method for the fair and efficient
11 adjudication of the claims of the members of the Class;

12 (c) The Class is so numerous that it is impractical to bring all members of the Class
13 before the Court;

14 (d) Plaintiff and the Class will not be able to obtain effective and economic legal
15 redress unless the action is maintained as a class action;

16 (e) There is a community of interest in obtaining appropriate legal and equitable relief
17 for the common law and statutory violations and other improprieties, and in obtaining adequate
18 compensation for the damages and injuries which Defendants' actions have inflicted upon Plaintiff
19 and the Class;

20 (f) There is a community of interest in ensuring that the combined assets and available
21 insurance of the Defendants are sufficient to adequately compensate the members of the Class for
22 the injuries sustained;

23 (g) Without class certification, the prosecution of separate actions by individual
24 members of the Class would create a risk of:

25 (1) Inconsistent or varying adjudications with respect to individual members of
26 the Class which would establish incompatible standards of conduct for Defendants; and/or

27 (2) Adjudications with respect to the individual members which would, as a
28 practical matter, be dispositive of the interests of other members not parties to the adjudications, or

1 would substantially impair or impede their ability to protect their interests, including but not
2 limited to the potential for exhausting the funds available from those parties who are, or may be,
3 responsible Defendants; and

4 (h) Defendants have acted or refused to act on grounds generally applicable to the
5 Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

6 **DEFENDANTS**

7 11. Plaintiff is informed and believes and based upon that information and belief alleges
8 that Defendants WINDSOR CAPITAL GROUP; ARCADIA EMBASSY SUITES and DOES 1-30
9 are now, and at all times mentioned in this Complaint, are corporations based in the State of
10 California with a principal place of business in Arcadia County of Los Angeles, State of California
11 doing business as ARCADIA EMBASSY SUITES in Arcadia, California. These entities are
12 collectively referred to as “EMBASSY” and were employers of the Plaintiff and the Class.

13 12. Defendants NESBITT, WINDSOR CAPITAL GROUP, EMBASSY and Does 1-30
14 are and were employers of the Plaintiff and Class Members, who regularly employed more than 5
15 employees and or acted as an agent of an employer, and set the hours, directed the duties and
16 controlled the working conditions of Plaintiff and the Class Members and or directly or indirectly
17 had some other ownership, agency, joint venture, alter ego, partnership, management, directorship,
18 or employment type of relationship with the Plaintiff, Class Members and the other defendants
19 (whether named herein or designated as DOES.)

20 13. Defendants NESBITT, EMBASSY and DOES 1-100 and each of them, were the
21 owners and/or operators of ARCADIA EMBASSY SUITES and officers thereof and alter egos and
22 owners thereof and or were joint ventures of, partners with, agents of or principal for said entities
23 and defendants, whether named herein or designated herein as DOES.

24 14. Defendants Does 31-60, and each of them (hereinafter collectively referred to as
25 “EMBASSY” or “Defendants”) were employees, supervisors, managers, agents, joint venturers,
26 directors, principals, or otherwise employed by or working with each of the other Defendants. The
27 acts, omissions and conduct of Defendants and each of them were authorized, ratified and/or
28 approved of by each of the other Defendants herein.

1 15. The true names and capacities, whether individual, corporate, partnership, associate
2 or otherwise of Defendant Does 1 through 100, inclusive, are unknown to the Plaintiff and Plaintiff
3 therefore sues these Defendants by such fictitious names pursuant to California Code of Civil
4 Procedure Section 474. Plaintiff will seek leave to amend this Complaint to allege the true names
5 and capacities of Does 1 through 100 inclusive when they are ascertained. Plaintiff is informed and
6 believes, and based thereon alleges, that each of these fictitiously named Defendants is responsible
7 in some manner for the occurrences herein alleged, and that Plaintiff's and the class members'
8 damages as herein alleged were legally caused by their conduct.

9 16. Plaintiff is informed and believes, and thereon alleges, that each of the defendants
10 named in this Complaint, including Does 1 through 100, inclusive, was the agent and employee of
11 each of the remaining defendants in doing some of the things hereinafter alleged, and was acting
12 within the scope and course of such agency or employment so that each defendant is vicariously
13 responsible for the other defendants and/or each defendant is the alter ego of each of the other
14 defendants whether named herein or designated as a Doe .

15 17. Plaintiff is informed and believes and thereon alleges that each of these fictitiously
16 named Defendants engaged in intentional, reckless, or negligent conduct, and are responsible in
17 some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged were
18 directly and legally (proximately) caused by Defendants conduct. The defendants are also all
19 vicariously liable and are the alter egos of one another so that each defendant stands in the shoes of
20 and is responsible for the acts of the other defendants.

21 18. Plaintiff is informed and believes, and based upon that information and belief alleges,
22 that at all times relevant hereto, each of the defendants and the fictitiously named defendants acted
23 in concert and in furtherance of each other's interest.

24 19. Reference to actions or conduct of "Defendants and each of them" or to "Defendant"
25 shall include the singular and plural and shall include all Defendants in this action, whether named
26 or designated as a Doe. Reference to any singular Defendant shall include all Doe Defendants to
27 which the facts later are shown to apply.

28 20. Plaintiff is informed and believes, and based upon that information and belief alleges,

1 that each of the Defendants named in this Complaint, including NESBITT and Does 1 through 100,
2 inclusive are liable for the claims asserted in this Complaint under Labor Code 558.1 which
3 provides:

4 (a) Any employer or other person acting on behalf of an employer, who violates, or causes
5 to be violated, any provision regulating minimum wages or hours and days of work in any order of
6 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
7 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

8 (b) For purposes of this section, the term “other person acting on behalf of an employer” is
9 limited to a natural person who is an owner, director, officer, or managing agent of the employer,
10 and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the
11 Civil Code.

12 (c) Nothing in this section shall be construed to limit the definition of employer under
13 existing law.

14 **FIRST CAUSE OF ACTION**

15 **FOR FAILURE TO PAY WAGES – WAGE THEFT**

16 **[California Labor Code §§204, 204.3, 510, 1194, 1198 and 558.1]**

17 (On behalf of Plaintiff and the Class against all Defendants)

18 21. Plaintiff incorporates by reference all of the allegations of this Complaint as though
19 set forth in full herein.

20 22. California Labor Code §§1194 and 1198 provide that employees in California shall
21 not be employed more than eight hours in any work day, and/or more than forty hours in any
22 workweek, unless they receive additional compensation beyond their regular wages in amounts
23 specified by law.

24 23. California Labor Code §1194 et. seq. provides that an employee who has not been
25 paid overtime and regular compensation may recover the unpaid balance of the full amount of such
26 compensation, together with costs of suit, as well as liquidated damages in an amount equal to the
27 overtime compensation unlawfully withheld, and interest thereon, in a civil action. The action may
28 be maintained directly against the employer in his name without first filing a claim with the

1 Department of Labor Standards and Enforcement.

2 24. At all times relevant hereto, California Code of Regulations Title 8 §§1150 and IWC
3 Wage Order No. 5 and other applicable Wage Orders applied, and applies, to Plaintiffs' and the
4 Class' employment with Defendants.

5 25. At all times relevant hereto, Labor Code §§ 510, 1194, 1198, California Code of
6 Regulations Title 8 §§1190 and 11150 and IWC Wage Orders provided for payment of overtime
7 wages equal to one and one-half times an employee's regular rate of pay for all hours worked over
8 8 hours a day and/or forty (40) hours in a work week and for wages equal to one-half times an
9 employee's regular rate of pay for the first 8 hours of work on the seventh day of work in a given
10 workweek and for wages of twice the regular rate of pay for any hours in excess of 12 hours in any
11 given day and any hours in excess of 8 on any seventh day of work in a given workweek.

12 26. Defendants, and each of them, have intentionally and improperly denied overtime
13 and regular compensation to the Plaintiffs and the Class.

14 27. At all times relevant hereto, on a regular basis, the Plaintiffs and the Class were
15 suffered or required to work worked more than eight hours in a workday, and/or more than forty
16 hours in a workweek for Defendants failed and refused to pay compensation for those hours.

17 28. At all times relevant hereto, the Defendants knew of the overtime and off the clock
18 hours being worked by the Plaintiffs and Class yet failed to pay Plaintiffs and the Class all
19 compensation owed for all of the hours they have worked including, but not limited to overtime
20 compensation for all hours they have worked in excess of the maximum hours permissible by law
21 as required by California Labor Code §510, §1194 and §1198 and California Code of Regulations
22 Title 8 §§1190 and 11150 and the provisions of IWC order No. 5 and other applicable Wage
23 Orders despite regularly suffering and requiring them to work overtime hours.

24 29. By virtue of Defendants' unlawful failure to pay additional compensation to Plaintiffs
25 and the Class for their overtime hours, they have suffered, and will continue to suffer, damages in
26 amounts which are presently unknown but which exceed the jurisdictional limits of this Court and
27 which will be ascertained according to proof at trial.

28 30. Further, Defendants' failure to pay Plaintiffs and the Class regular and overtime

1 wages has violated and continues to violate Penal Code §§484 and 532 (obtaining labor through
2 false pretenses).

3 31. Plaintiffs and the Class are informed and believe, and based upon that information
4 and belief allege, that Defendants, and each of them, knew or should have known that Plaintiffs and
5 the Class were not being paid for overtime and regular hours worked and knew or should have
6 known that Plaintiffs and the Class did not qualify as exempt employees and purposely elected not
7 to pay them for their labor.

8 32. Defendants, and each of them, acted intentionally, oppressively and maliciously
9 toward Plaintiffs and the Class with a conscious disregard of their rights, or the consequences to
10 them, with the intent of depriving Plaintiffs and the Class of property and legal rights and otherwise
11 causing them injury.

12 33. Plaintiffs and the Class request recovery of regular and overtime compensation
13 according to proof, interest, attorney's fees and costs pursuant to Labor Code §§1194(a) and 510
14 and applicable wage orders, as well as the assessment of any statutory penalties against Defendants,
15 and each of them, in a sum as provided by the Labor Code and/or other statutes. Further, Plaintiffs
16 and the Class are entitled to seek and recover reasonable attorneys' fees and costs pursuant to
17 California Labor Code §1194.

18 **SECOND CAUSE OF ACTION**

19 **FOR FAILURE TO PROVIDE MEAL PERIODS AND**

20 **FAILURE TO PAY MEAL PERIOD COMPENSATION**

21 **[California Labor Code §§ 226.7 and 512, 558.1 and California Code of Regulation,**
22 **Title 8, §11050]**

23 (On behalf of Plaintiff and the Class against all Defendants)

24 34. Plaintiff incorporates by reference all of the allegations of this Complaint as though
25 set forth in full herein.

26 35. California Labor Code §512 and California Code of Regulation, Title 8,
27 §11050(11) and IWC Wage Order 5 §11 and applicable wage orders require that no employer
28 shall employ any person for a work period of more than five (5) hours without a meal period of

1 not less than 30 minutes.

2 36. California Labor Code §226.7, California Code of Regulation, Title 8,
3 §11050(11)(B) and IWC Wage Order 5 §11 and applicable wage orders provide that if an employer
4 fails to provide an employee a meal period in accordance with this section, the employer shall pay
5 the employee one (1) hour of pay at the employee's regular rate of compensation for each workday
6 that the meal period is not provided.

7 37. Defendants, and each of them, have intentionally and improperly denied
8 meal periods to the Plaintiff and the Class and have failed to pay meal period compensation.

9 38. At all times relevant hereto the Plaintiff and the Class regularly
10 worked more than five hours in a workday.

11 39. At all times relevant hereto, Defendants, and each of them, failed to
12 provide meal periods as required by California Labor Code §512 and California Code of
13 Regulation, Title 8, §11090(11) and §11150(11) and IWC Wage Orders 9 and 15 §11 and failed to
14 pay meal period compensation.

15 40. By virtue of Defendants' unlawful failure to provide meal periods and failure to pay
16 meal period compensation to Plaintiff and the Class they have suffered, and will continue to
17 suffer, damages in amounts which are presently unknown but which exceed the jurisdictional
18 limits of this Court and which will be ascertained according to proof at trial.

19 41. Defendants, and each of them, acted intentionally, oppressively and
20 maliciously toward Plaintiff and the Class with a conscious disregard of their rights, or the
21 consequences with the intent of depriving Plaintiffs and the Class property and legal rights and
22 otherwise causing them injury.

23 42. Plaintiff and the Class request recovery of meal period compensation pursuant to
24 California Labor Code §512 and California Code of Regulation, Title 8, §11050(11) and IWC
25 Wage Order 5 and Labor Code §226.7, as well as the assessment of any statutory penalties against
26 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

27 **THIRD CAUSE OF ACTION**
28 **FOR FAILURE TO PROVIDE REST PERIODS**

1 **AND FAILURE TO PAY REST PERIOD COMPENSATION**

2 **[California Labor Code §§226.7, 558.1 and Code of Regulation Title 8, §11050]**

3 (On behalf of Plaintiff and the Class against all Defendants)

4 43. Plaintiff incorporates by reference all of the allegations of this Complaint as though
5 set forth in full herein.

6 44. California Code of Regulation, Title 8, §11050(12) and IWC Wage Order 5 §12
7 and applicable wage orders require employers to authorize and permit all employees to take an
8 uninterrupted ten (10) minute paid rest period during each four hour period of work or major
9 fraction thereof.

10 45. California Code of Regulation, Title 8, §11050(12)(B), IWC Wage Order 5 §12 and
11 applicable wage orders and California Labor Code §226.7, require that if an employer fails to
12 provide an employee rest periods in accordance with this section, the employer shall pay the
13 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
14 that the rest period is not provided.

15 46. At all times relevant hereto, Plaintiffs and the Class have worked more than four
16 hours in a workday.

17 47. At all times relevant hereto, the Defendants, and each of them, failed to
18 provide rest periods to Plaintiff and he Class as required by California Code of Regulation, Title 8,
19 §11050(12) and IWC Wage Order 5 §12 and applicable wage orders.

20 48. By virtue of Defendants' unlawful failure to provide rest periods Plaintiff and the
21 Class have suffered, and will continue to suffer, damages in amounts which are presently
22 unknown but which exceed the jurisdictional limits of this Court and which will be ascertained
23 according to proof at trial.

24 49. Plaintiff and the Class request recovery of rest period compensation pursuant to
25 Labor Code § 226.7 California Code of Regulation, Title 8, §11050(12)(B), as well as the
26 assessment of any statutory penalties against Defendants, and each of them, in a sum as provided
27 by the Labor Code and/or other statutes.

28 **FOURTH CAUSE OF ACTION**

1 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

2 **[Labor Code §§201 – 203, 208 Seq.]**

3 (On behalf of Plaintiff and the Class against all Defendants)

4 50. Plaintiff incorporates by reference all of the allegations of this Complaint as though
5 set forth in full herein.

6 51. Plaintiff and members of the Class quit or were discharged from employment with
7 Defendants within the applicable statute of limitations.

8 52. However, Defendants willfully failed to pay them all wages owed as defined by
9 applicable California law upon termination of their employment immediately upon termination if
10 they were fired or quit with at least 72 hour notice or within 72 hours if they quit without notice.

11 53. Additionally, consistent with their policies and practices of not paying overtime
12 compensation and meal and rest period compensation, Defendants willfully failed to pay the
13 Plaintiff and members of the class the overtime compensation, meal and rest period compensation,
14 mileage reimbursements and other compensation referred to in this complaint upon termination of
15 their employment and those wages remain unpaid and Defendants failed to pay them their final
16 pay check at their place of business and within the time and manners required by Labor Code §201
17 et seq.. Defendants' failure to pay said wages to Plaintiffs and the Class within the time and in the
18 manners required by Labor Code §201 et seq. was willful.

19 54. Therefore pursuant to Labor Code §203 Plaintiff and all members of the Class who
20 are former employees of Defendants are entitled to one day's wages for each day they were not
21 timely paid all wages due upon termination of their employment, up to a maximum of 30 days'
22 wages plus costs and attorneys' fees.

23 **FIFTH CAUSE OF ACTION**

24 **FOR FAILURE TO FURNISH ITEMIZED WAGE STATEMENTS**

25 **LABOR CODE §§226 and 558.1**

26 (On behalf of Plaintiff and the Class against all Defendants)

27 55. Plaintiff incorporates by reference all of the allegations of this Complaint as though
28 set forth in full herein.

1 56. Throughout the Class Period, Defendants intentionally failed to furnish Plaintiff
2 and the Class itemized statements upon each payment of wages accurately showing: all gross
3 wages earned, total hours worked, all deductions made, net wages earned, inclusive dates of the
4 period for which the employee is paid, the name and address of the legal entity that is the
5 employer, and all applicable hourly rates in effect during each pay period and the corresponding
6 hours worked at each hourly rate by the employee.

7 57. Additionally, such wage statements were incorrect due to Defendant's knowing and
8 intentional policies of: (1) refusing to pay Plaintiff and the Class Members meal break and rest
9 break compensation for meal and rest breaks they were not provided; (2) refusing to pay overtime
10 compensation and forcing Class Members to work off the clock to perform duties by threatening
11 reprimand if any overtime hours were logged among other conduct. On information and belief,
12 each of these policies represented a knowing and intentional failure to comply with the applicable
13 labor codes and thus an intentional failure to comply with Labor Code § 226.

14 58. Plaintiffs and the Class were damaged and suffered injury by these knowing and
15 intentional failures of the Defendants to comply with Labor Code §226 because, among other
16 things, the failures to provide the required information on their wage statements deprived them of
17 the ability to easily determine from the wage statement alone:

18 (i) The amount of the gross wages or net wages paid to the employee during the pay period
19 or any of the other information required to be provided on the itemized wage statement pursuant
20 to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

21 (ii) Which deductions the employer made from gross wages to determine the net wages
22 paid to the employee during the pay period. Nothing in this subdivision alters the ability of the
23 employer to aggregate deductions consistent with the requirements of item (4) of subdivision
24 (a).

25 (iii) The name and address of the employer and, if the employer is a farm labor contractor,
26 as defined in subdivision (b) of Section 1682, the name and address of the legal entity that
27 secured the services of the employer during the pay period.

28 59. Plaintiffs and the Class were also damaged and suffered injury by these knowing

1 and intentional failures of the Defendants because they led them to believe that they were not
2 entitled to be paid all regular, overtime and meal and rest period compensation they were owed,
3 even though they were so entitled and because the failures hindered them from determining the
4 amounts of wages owed to them.

5 60. Plaintiffs and the Class are entitled to the amounts provided in California Labor
6 Code §226(e) and §226.3 plus costs and attorneys' fees.

7 **SIXTH CAUSE OF ACTION**
8 **FOR UNFAIR COMPETITION.**

9 **[California Business & Professions Code§17200 et, seq.]**

10 (On behalf of Plaintiff and the Class against all Defendants)

11 Plaintiff incorporates by reference all of the allegations of this Complaint as though
12 set forth in full herein.

13 61. By and through Defendants' conduct described above Plaintiff and the Class have
14 suffered monetary loss including but not limited to being deprived of the right to be paid overtime
15 and regular compensation earned by virtue of employment with the Defendants at regular intervals,
16 in accordance with the requirements of Sections 204, 1194 and 1197 of the California Labor Code
17 and were deprived of rest and meal periods and rest and meal period compensation in violation of
18 Labor Code §§ 226.7 and 512 and California Code of Regulations Title 8 §11050 and IWC Wage
19 Order 5 §11 and 12.

20 62. By and through their unfair, unlawful and/or fraudulent business practices described
21 herein, Defendants have obtained valuable property, money and services from Plaintiff and the Class
22 and have deprived Plaintiff and the Class of valuable rights and benefits guaranteed by law, all to
23 Plaintiff and the Class's detriment.

24 63. All of the acts described herein were violations of the California Labor Code and
25 Industrial Welfare Commission Wage Orders, are unlawful and in violation of public policy; are
26 unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or
27 fraudulent business practices in violation of California Business and Professions Code § 17200 et
28 seq.

1 64. Plaintiff and the Class are entitled to, and seek restitution and/or disgorgement of all
2 money they have been deprived, by means of the above-described unfair, unlawful and/or fraudulent
3 business practices of Defendants.

4 **SEVENTH CAUSE OF ACTION**

5 **LABOR CODE PRIVATE ATTORNEY GENERAL ACT ENFORCEMENT ACTION**

6 [California Labor Code §2698 et seq.]

7 (On behalf of Plaintiff and all aggrieved employees against all Defendants)

8 65. Plaintiffs incorporate by reference all of the allegations of this Complaint as though
9 set forth in full herein.

10 66. Cal. Labor Code § 2698 et seq. *The Labor Code Private Attorneys General Act*
11 *of 2004* expressly establishes that any provision of the *Cal. Labor Code* which provides for a
12 civil penalty to be assessed and collected by the Labor and Workforce Development Agency,
13 or any of its departments, divisions, commissions, boards agencies or employees for a
14 violation of the *Cal. Labor Code*, may be recovered through a civil action brought by an
15 aggrieved employee on behalf of himself or herself, and collectively on behalf of all other
16 current or former employees.

17 67. Whenever the *Labor and Workforce Development Agency*, or any of its
18 departments, divisions, commissions, boards, agencies, or employees has discretion to assess
19 a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject
20 to the same limitations and conditions, to assess a civil penalty.

21 68. Plaintiff, and all non-exempt employees of Defendants are “aggrieved
22 employees” as defined by *Cal. Labor Code* §2699 in that they are all current or former
23 employees of Defendants, and one or more of the alleged violations was committed against
24 them.

25 69. Prior to filing this Amended Complaint, on October 21, 2021 Plaintiffs gave
26 written notice by to the Labor and Workforce Development Agency online and paid the \$75
27 filing fee and via certified mail to the employers of the specific provisions of this code
28 alleged to have been violated, including the facts and theories to support the alleged
violations as required by Labor Code §2699.3. A true and correct copy of the Labor Code

1 Private Attorney General Act Notice and the confirmation receipt from the Labor and
2 Workforce Development Agency is attached hereto as Exhibit 2.

3 70. The Labor and Workforce Development Agency did not respond or state its
4 intention to investigate within 65 calendar days of the postmark date of the PAGA notice.
5 Therefore according to the provisions of Labor Code §2699.3(a)(2)(A) Plaintiff is authorized
6 to commence and proceed with a civil action.

7 71. Pursuant to Labor Code §2699.3(a)(2)(C) notwithstanding any other provision
8 of law, Plaintiff may as a matter of right amend an existing complaint to add a cause of action
9 under Labor Code §2699 at any time within 60 days of notification by the Labor and
10 Workforce Development Agency through written response or inaction that it did not intend to
11 investigate the alleged violations contained in plaintiff's Labor Code §2699 notice.

12 72. Plaintiffs received notice of the Labor and Workforce Development Agency's
13 election to not investigate the alleged violations contained in Plaintiffs' Labor Code §2699
14 notice less than 60 days before this Second Amended Complaint was filed and Plaintiffs file
15 this Second Amended Complaint adding a cause of action under Labor Code §2698 et seq. as
16 a matter of right.

17 73. Having complied with the Notice and administrative provisions of PAGA,
18 Plaintiffs holds a right to bring an action on behalf of other employees on behalf of the State
19 of California, without obtaining class certification. Pursuant to Labor Code Section 2699 et
20 seq., Plaintiff seeks to recover civil penalties for which Defendants are liable as a result of
21 the violations of the Labor Code, as set forth in this Complaint and the Labor Code Private
22 Attorney General Act Notice attached hereto as Exhibit 2 and incorporated herein by
23 reference including, but not limited to, violations of Labor Code Sections 201, 202, 203, 204,
24 210, 226, 226.2, 226.7, 227.3, 510, 512, 1174, and 1194.

25 74. As a result of the acts alleged above and in the PAGA notice Plaintiff is
26 entitled to seek penalties on behalf of all aggrieved employees under California Labor Code
27 §2699 et seq. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff
28 and all other Aggrieved Employees are entitled to penalties in an amount to be shown at the
time of trial subject to the following formula: \$100 for the initial violation per employee per

1 pay period; and \$200 for each subsequent violation per employee per pay period. These
2 penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce
3 Development Agency (LWDA) and twenty-five percent (25%) to the affected employees.
4 These penalties may be stacked separately for each of Defendants violations of the California
5 Labor Code.

6 75. Labor Code § 210 provides that “in addition to, and entirely independent and apart
7 from, any other penalty provided in this article, every person who fails to pay the wages of each
8 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any
9 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
10 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
11 failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the
12 faulty compensation policies and practices described in detail above, Plaintiff and the other
13 Aggrieved Employees are entitled to recover penalties under Labor Code § 210 through PAGA.

14 76. As a result of the violations alleged herein, Plaintiffs, individually and on behalf of
15 all aggrieved employees in their capacity as private attorney general seeks all civil penalties
16 available under the California Labor Code and the Labor Code Private Attorney General Act,
17 Labor Code Section 2698 et seq.

18 77. Pursuant to Cal. Labor Code §§2698 et seq. Plaintiffs are entitled to seek and
19 recover reasonable attorneys’ fees and costs

20 **FACTS APPLICABLE TO PLAINTIFF’S INDIVIDUAL CLAIMS**

21 **Defendants’ Pattern of Abuse and Discrimination Against Plaintiff**

22 78. TORRES is a Hispanic female.

23 79. TORRES worked for defendants for over 30 years.

24 80. She was a good, loyal and hard working employee.

25 81. TORRES is one of several female victims of unwanted, and uncondensed to
26 sexual battery at work. The harassment, which included women’s breasts being groped and
27
28

1 fondled was reported to management which failed to take corrective action, so that the
2 assault, battery and harassment continued. Eventually, after Ms. TORRES complained
3 enough, she was fired in retaliation for her pleas to stop the sexual battery which amounts to
4 torture. Undaunted, defendants also forced MS TORRES and other employees to clock out,
5 yet still work so that the rich employer gets richer and the poor get poorer. The actions of
6 the defendants were outrageous, despicable and not something that should be tolerated by a
7 civilized society. Female employees should not be forced to endure groping and unfair wages
8 in order to keep a job.

10 82. Maria Torres and other female employees of the defendant suffered with sexual
11 harassment, and harassment based on being of Mexican National Origin and not born in the
12 United States.

13 83. Specifically, Ms. Torres was repeatedly touched on her breasts over a continuing
14 period by another employee named Enrique ("Does 61-70.") Does 61-70 also grabbed Ms. Torres
15 around the waist and grabbed her arm. Does 61-70 also grabbed the breasts of other female
16 employees and touched them inappropriately in intimate areas.

18 84. Ms. Torres complained to her supervisor Nick about the first instance of touching
19 her breast and harassment. Based on information and belief other women also complained but no
20 action was taken. Instead, the supervisor (Nick) told Ms. Torres he would talk to HR. No
21 corrective action was taken. No investigation was conducted. Does 61-70 were not even warned to
22 stop the assault, battery and harassment.

24 85. The harassment continued. Does 61-70 continued to inappropriately touch the
25 private parts of Ms. Torres, and based on information and belief, other female employees. Ms.
26 Torres complained a second time to Nick when her breasts were touched again. Ms. Torres
27 explained that Does 61-70 were still harassing. Nick responded that HR and the general
28 manager Luis Placencia said they can't do anything about the harassment because Enrique (Does

61-70- the harasser) needed his job also.

86. Two other employees, Daniella and Amanda were also harassed and improperly touched by Enrique. After she was touched a third time in August, Maria gave a written complaint to Jessie Jones in HR in Spanish (Jessie speaks Spanish well) and he told her she had to translate it into English or he wouldn't accept it. Amanda another employee submitted a complaint letter in English. Maria asked Jessie if she could have Amanda help her translate it to English and Jessie in HR told her Amanda couldn't help her and she had to submit it in English herself. She can't write English so she couldn't submit the complaint in English. No action was taken once again.

87. Enrique touched Maria's breast again a fourth time after that in mid September. Maria complained to Jessie again. Jessie told her the defendants would finally talk to Enrique some time around October 2018.

88. Eventually, Enrique was no longer employed. Although he stopped touching her, the harassment continued. Supervisors would ignore Maria, they would not say hello like before, they solicited complaints of wrongdoing against her and then as part of the continuing pattern of harassment, discrimination and retaliation, Maria was wrongfully terminated. The DFEH complaint was filed less than one year from these continuing acts of discrimination, harassment and retaliation.

89. The general manager did not take corrective action to stop the sex harassment, he treated the female employees different than the male employees, he was very negative toward the female employees and dismissive of their complaints, if they raised a complaint about working conditions he would address them publicly in front of all of the other female employees in meetings to embarrass them. This was part of a continuing pattern of discrimination, harassment and retaliation that continued into a time less than one year before the DFEH complaint was filed.

EIGHTH CAUSE OF ACTION
(FEHA HARASSMENT)

(On behalf of Plaintiff TORRES individually against all Defendants)

90. Plaintiff re-alleges and incorporates by reference, all of the allegations of this Complaint as though fully set forth herein.

91. Plaintiff was the employee of Defendants and protected from harassment or discrimination. Government Code sections 12920, and 12921.

92. Defendants and each of them are "employers" for harassment and discrimination purposes in accordance with Government Code section 12940G)(4)(A).

93. The defendants' workplace is permeated with discriminatory intimidation, ridicule and insult that is sufficiently severe or pervasive to alter the conditions of the victim's employment and create an abusive working environment for the plaintiff and all other similarly situated victims.

94. Sex (gender) and National Origin lead to the harassment.

95. Plaintiff(s) considered the work place to be hostile.

96. A reasonable person belonging to the racial or ethnic group of the plaintiff(s) and women would consider the environment to be hostile.

97. Plaintiff(s) were also subjected to offensive comments or other abusive conduct that were clearly based on their gender, national origin or ethnicity and were sufficiently "severe" or "pervasive" to alter the conditions of their employment.

98. Additionally, a hostile environment may exist even if some of the hostility is directed at other workers as was the case herein.

99. As the Court stated in *Beyda v. City of Los Angeles* (1998) 65 Cal.App.4th 511, 519: The plaintiff's work environment is affected not only by conduct directed at (the plaintiff) but also by the treatment of others. A (person's) perception that (their) work environment is hostile to (their protected group) will obviously be reinforced if (the plaintiff) witnesses the harassment of other (similarly situated) workers. [Citation Omitted] We also believe that a reasonable person may be affected by knowledge that other workers are being ... harassed in the workplace, even if he or she does not personally witness that conduct. (emphasis added.)

100. As *Beyda* further explained: "The *Fisher* court said: " 'Evidence of the general work atmosphere, involving employees other than the plaintiff, is relevant to the issue of whether there

1 existed an atmosphere of hostile work environment....' *Beyda, supra*, 65 Cal.App.4th at 520.

2 101. Sexual assault and harassment is not to be tolerated in a civilized society as
3 eloquently demonstrated by the Me Too movement. Racism and National Origin discrimination are
4 likewise despicable as shown by the Black Lives Matter Movement and other groups.

5 102. As a direct and legal result of this conduct by DOES 61-70, and ratification by
6 Defendant EMBASSY directly and as the owner and alter ego of the other defendants, plaintiff and
7 all other similarly situated employees suffered injury, harm and damages and are entitled to general,
8 special (non-economic and economic damages) loss of earnings, loss of earnings capacity (past
9 present and future) medical bills and treatment, hospital bills and treatment, psychological and
10 psychiatric treatment, loss of all other benefits of employment and punitive damages, attorneys fees,
11 costs of suit, loss of money by increased income tax on earnings, and such other damages in a sum
12 to be proven at time of trial and in excess of the minimum jurisdiction of this court.

13 **NINTH CAUSE OF ACTION**

14 **(FOR SEXUAL ASSAULT AND BATTERY)**

15 (On behalf of Plaintiff TORRES individually against all Defendants)

16 103. Plaintiff incorporates by reference all of the allegations of this Complaint as though
17 set forth in full herein.

18 104. Defendants DOES 61-70 touched Maria's breasts and intimate parts of her body on
19 the premises of defendant EMBASSY. DOES 61-70 were in the course and scope of their
20 employment as EMBASSY employees, so that EMBASSY is vicariously liable for the actions of
21 DOES 61-70. Moreover, EMBASSY approved and ratified the actions of DOES 61-70 by failing to
22 protect Maria even after multiple complaints of the assaultive behavior.

23 105. DOES 61-70 did these acts to Plaintiff with the intent to cause a harmful or offensive
24 contact with her breasts, body and intimate parts of her body and caused a harmful and offensive
25 contact with her breasts, body parts and intimate parts of her body.

26 106. This conduct by defendants was in the course and scope of their employment for
27 defendants in the workplace.

28 107. Defendants' actions were offensive and of the type to offend a reasonable sense of

1 personal dignity. The actions of DOES 61-70 were a violation of Civil Code Section 43.

2 108. The actions of DOES 61-70 were authorized by the other defendants who are
3 vicariously liable for the actions of DOES 61-70 directly and as the alter egos and owners of
4 defendants.

5 109. As a direct and legal result of this conduct by DOES 61-70, and ratification by
6 Defendant EMBASSY directly and as the owner and alter ego of the other defendants, plaintiff and
7 all other similarly situated employees suffered injury, harm and damages and are entitled to general,
8 special (non-economic and economic damages) loss of earnings, loss of earnings capacity (past
9 present and future) medical bills and treatment, hospital bills and treatment, psychological and
10 psychiatric treatment, loss of all other benefits of employment and punitive damages, attorneys fees,
11 costs of suit, loss of money by increased income tax on earnings, and such other damages in a sum
12 to be proven at time of trial and in excess of the minimum jurisdiction of this court.

13 **TENTH CAUSE OF ACTION**

14 **FOR DISCRIMINATION**

15 (On behalf of Plaintiff TORRES individually against all Defendants)

16 110. Plaintiff re-alleges and incorporates by reference, all of the allegations of this
17 Complaint as though fully set forth herein.

18 111. Plaintiff was the employee of Defendants and protected from harassment or
19 discrimination. Government Code sections 12920, and 12921.

20 112. Defendants and each of them are "employers" for harassment and discrimination
21 purposes in accordance with Government Code section 12940G)(4)(A).

22 113. Plaintiff is a woman of Mexican descent who is over 40 years old.

23 114. She was treated differently in the terms and conditions of employment because of
24 her age, gender, ethnicity, and national origin.

25 115. Plaintiff and other employees were subjected to unwanted touching on the basis of
26 their sex and national origin.

27 116. Plaintiff and other employees were subjected to unwanted comments.

28 117. Plaintiff and other employees were denied fair treatment with meal and rest breaks

1 and other labor laws as further explained herein below.

2 118. The manager who was Mexican, but born in the U.S. was negative towards the
3 Mexican employees who were born in Mexico. He was less friendly to them. Did not greet them as
4 often or speak to them. He would dismiss their complaints, telling them if they didn't like it there,
5 there are three doors they can use to leave, there are a lot of other Mexicans who are ready to take
6 their place. One day he criticized all of the Mexican employees he told them they didn't deserve to
7 be recognized for awards for doing good work and would only nominate Mexicans who were born
8 in America. He told the Mexican employees they were mosos (snitches). If they brought a problem
9 they were having with other employees, he would tell them they were spreading rumors and
10 wouldn't do anything.

11 119. The various adverse actions caused harm to the plaintiff(s) who were actually harmed
12 thereby. The adverse actions occurred on a continuous basis leading to termination.

13 120. After MS. TORRES, who is over 40 gave 30 years of loyal service, she was
14 wrongfully fired.

15 121. As a direct and legal result of this conduct by DOES 61-70, and ratification by
16 Defendant EMBASSY directly and as the owner and alter ego of the other defendants, plaintiff and
17 all other similarly situated employees suffered injury, harm and damages and are entitled to general,
18 special (non-economic and economic damages) loss of earnings, loss of earnings capacity (past
19 present and future) medical bills and treatment, hospital bills and treatment, psychological and
20 psychiatric treatment, loss of all other benefits of employment and punitive damages, attorneys fees,
21 costs of suit, loss of money by increased income tax on earnings, and such other damages in a sum
22 to be proven at time of trial and in excess of the minimum jurisdiction of this court.

23 **ELEVENTH CAUSE OF ACTION**

24 **(FOR FEHA RETALIATION)**

25 (On behalf of Plaintiff TORRES individually against all Defendants)

26 122. Plaintiff incorporates by reference all of the allegations of this Complaint as though
27 set forth in full herein.

28 123. By repeatedly reporting harassment, MARIA TORRES engaged in 'protected

1 activity'

2 124. Thereafter, the defendant, employer subjected the plaintiff, employee to an adverse
3 employment action.

4 125. Examples of adverse actions include but are not limited to the fact that after MS
5 TORRES complained about the harassment and other wrongs, the general manager would no longer
6 great her or engage in conversations with her. He would say hello to other employees who did not
7 complain and engaged in conversation with other employees in plaintiff's presence but wouldn't
8 great her and was very cold to her. Accordingly, she was ostracized, ignored and marginalized. This
9 continued from the time she complained about the harassment until she was wrongfully fired in
10 October 2019. Before she complained about the harassment the General Manager was more friendly
11 toward her.

12 126. In March or April 2019, in retaliation for complaining of harassment, assault and
13 battery, Maria was subjected to a false complaint of not distributing the tips correctly. When Maria
14 approached the General Manager and told him she heard employees were complaining about her
15 and that the complaints were not true the General Manager told her he didn't have time to deal with
16 it, but based on information and belief, later used it as a pretext to terminate MARIA TORRES.

17 127. In August 2019, an employee was talking and not working, MARIA explained she
18 didn't have time to talk and had to get back to work the employee complained to the GM who told
19 Maria she wasn't a manager or supervisor and was nothing and didn't have authority to tell the other
20 employees what to do.

21 128. Around the end of August 2019 the GM told MARIA not to be rude to an employee,
22 Maria denied being rude and the General Manager pointed his finger at her and told her she was a
23 good worker, but a deplorable person.

24 129. On or about September 21, 2019 a customer complained about his food being burned
25 and complained to the general manager.

26 130. In October 2019 Luis Placencia (GM) and Jessie from HR called MARIA into the
27 office and told her about the customer complaint. They told her they were tired of her and she
28 couldn't work there any longer. She denied using racist language and asked the General Manager,

1 how could she have such these complaints against her now, after she had worked there 30 years and
2 had never received such accusations before? She offered to have her co-worker Josephia Rosas
3 speak with them and tell them she didn't use inappropriate language, but defendants refused to speak
4 to her witnesses. Those who tried to complain that her termination was unfair were threatened with
5 their own termination.

6 131. A causal link existed between the protected activity and the employer's action.

7 132. Plaintiffs' protected activities were a motivating reason behind Defendants' adverse
8 employment actions.

9 133. Plaintiffs have been harmed and Defendants' retaliatory conduct was a substantial
10 factor in causing Plaintiffs' harm as set forth above.

11 134. The various adverse actions caused harm to the plaintiff(s) who were actually harmed
12 thereby. The adverse actions occurred on a continuous basis leading to termination.

13 135. There is no requirement that an employer's retaliatory acts constitute one swift blow,
14 rather than a series of subtle, yet damaging, injuries. Enforcing a requirement that each act separately
15 constitute an adverse employment action would subvert the purpose and intent of the statute.

16 136. As a direct and legal result of this conduct by DOES 61-70, and ratification by
17 Defendant EMBASSY directly and as the owner and alter ego of the other defendants, plaintiff and
18 all other similarly situated employees suffered injury, harm and damages and are entitled to general,
19 special (non-economic and economic damages) loss of earnings, loss of earnings capacity (past
20 present and future) medical bills and treatment, hospital bills and treatment, psychological and
21 psychiatric treatment, loss of all other benefits of employment and punitive damages, attorneys fees,
22 costs of suit, loss of money by increased income tax on earnings, and such other damages in a sum
23 to be proven at time of trial and in excess of the minimum jurisdiction of this court.

24 **TWELFTH CAUSE OF ACTION**

25 **(FOR WHISTLEBLOWER RETALIATION LABOR CODE SECTION 1102.5, ET SEQ.)**

26 (On behalf of Plaintiff TORRES individually against all Defendants)

27 137. Plaintiff incorporates by reference all of the allegations of this Complaint as though
28 set forth in full herein.

138. TORRES reported violations of laws, including without limitation, FEHA claims, and she asked for her fair wages, including full overtime, wages, hours, and meal breaks and rest breaks. Thereafter, she suffered various adverse actions culminating in her termination.

139. Accordingly, TORRES's whistleblower activities were a motivating reason behind Defendants' adverse employment actions.

140. Plaintiff has been harmed and Defendants' retaliatory conduct was a substantial factor in causing Plaintiff's harm as set forth above.

141. As a direct and legal result of this conduct by DOES 61-70, and ratification by Defendant EMBASSY directly and as the owner and alter ego of the other defendants, plaintiff and all other similarly situated employees suffered injury, harm and damages and are entitled to general, special (non-economic and economic damages) loss of earnings, loss of earnings capacity (past present and future) medical bills and treatment, hospital bills and treatment, psychological and psychiatric treatment, loss of all other benefits of employment and punitive damages, attorneys fees, costs of suit, loss of money by increased income tax on earnings, and such other damages in a sum to be proven at time of trial and in excess of the minimum jurisdiction of this court.

THIRTEENTH CAUSE OF ACTION
FOR FAILURE TO TAKE CORRECTIVE ACTION

(On behalf of Plaintiff TORRES individually against all Defendant EMBASSY)

142. Plaintiff incorporates by reference all of the allegations of this Complaint as though set forth in full herein.

143. Under the law, as well as their own policies, Defendant had an obligation to take corrective action to prevent further harassment of Plaintiffs, but failed to do so in violation of Cal. Gov. Code Sections 12940(k) and 12940(j)(1). Defendants failed to conduct proper investigations, failed to turn over the results of those investigations, failed to prevent discrimination, harassment or retaliation, and failed to properly punish DOES 61-70 and others who engaged in misconduct to deter further such actions in the future.

144. After Plaintiff and many others, complained about and opposed the harassing,

1 discriminatory, and retaliatory conduct set forth above, Defendant EMBASSY failed to conduct
2 proper investigations, implement proper policies to prevent discrimination, harassment or
3 retaliation, and failed to take corrective action or to properly punish those who engaged in
4 misconduct, to deter further such actions.

5 145. An employer must "take all reasonable steps necessary to prevent discrimination
6 and harassment from occurring." Gov. Code, § 12940, subd. (k). A claim for failure to take
7 corrective action requires a showing that (1) the plaintiff was subjected to discrimination,
8 retaliation or harassment; (2) defendant failed to take all reasonable steps to prevent
9 discrimination, retaliation or harassment; and (3) this failure caused plaintiff to suffer harm, all of
10 these elements occurred to plaintiff.

12 146. As a direct and legal result of the conduct by Defendants towards Plaintiff, Plaintiff
13 has suffered economic and non-economic damages in a sum according to proof at time of trial, and
14 in excess of the minimum jurisdiction of this Court.

15 147. As a direct and legal result of the failure to take corrective action with prior
16 lawsuits and complaints of discrimination, TORRES suffered harm and injury that was legally
17 (proximately) caused by the conduct of the defendants and each of them. Said harm and injury
18 includes but is not limited to special (economic) damages, General (non-economic) damages,
19 attorneys fees, litigation costs, future damages, and past damages. Damage to reputation. Lost
20 economic earning capacity future employment endeavors. Also increased tax liability by having
21 recovery paid all at one time, rather than over a period of time, lost interest and investment
22 opportunities on money that is past due, and such further relief as shown at time of trial and in
23 excess of the minimum jurisdiction of this court.
24
25

26 **FOURTEENTH CAUSE OF ACTION**

27 **FOR WRONGFUL TERMINATION IN VIOLATION OF LAW**

28 (On behalf of Plaintiff TORRES individually against Defendant EMBASSY)

148. Plaintiff incorporates by reference all of the allegations of this Complaint as though set forth in full herein.

149. Plaintiff complained of harassment and discrimination. Thereafter she was fired. The firing was wrongful and in violation of public policy.

150. The complaints of assault, battery, harassment and discrimination was a substantial motivating reason for the termination of plaintiff who was harmed thereby.

151. As a direct and legal result of the failure to take corrective action with prior lawsuits and complaints of discrimination, TORRES suffered harm and injury that was legally (proximately) caused by the conduct of the defendants and each of them. Said harm and injury includes but is not limited to special (economic) damages, General (non-economic) damages, attorneys fees, litigation costs, future damages, and past damages. Damage to reputation. Lost economic earning capacity, lost reputation, future employment endeavors. Also increased tax liability by having recovery paid all at one time, rather than over a period of time, lost interest and investment opportunities on money that is past due, punitive damages and such further relief as shown at time of trial and in excess of the minimum jurisdiction of this court.

PRAAYER

WHEREFORE, Plaintiff and the Class pray for judgment against Defendant as follows:

1. ON THE FIRST CAUSE OF ACTION:

- (a) For compensatory damages according to proof;
- (b) For interest on any compensatory damages; and
- (c) For statutory penalties;
- (d) For attorneys' fees; and
- (e) For costs of suit.

2. ON THE SECOND CAUSE OF ACTION:

- (a) For compensatory damages according to proof;

- (b) For interest on any compensatory damages; and
- (c) For meal period compensation;
- (d) For statutory penalties;
- (e) For attorneys' fees; and
- (f) For costs of suit.

3. ON THE THIRD CAUSE OF ACTION:

- (a) For compensatory damages according to proof;
- (b) For interest on any compensatory damages; and
- (c) For rest period compensation; and
- (d) For statutory penalties;
- (e) For attorneys' fees; and
- (f) For costs of suit.

4. ON THE FOURTH CAUSE OF ACTION:

- (a) For compensatory damages according to proof;
- (b) For interest on any compensatory damages; and
- (c) For waiting time statutory amounts under Labor Code §203;
- (d) For attorneys' fees; and
- (e) For costs of Suit;

5. ON THE FIFTH CAUSE OF ACTION:

- (a) For all amounts provided in California Labor Code §226(e) and §226.3;
- (b) For statutory penalties;
- (c) For costs of suit; and
- (d) For attorneys' fees;

6. ON THE SIXTH CAUSE OF ACTION:

- (a) For the equitable, injunctive and declaratory relief requested;
- (b) For disgorgement of profits;
- (c) For restitution;
- (d) For attorneys' fees; and

(e) For costs of suit

7. ON THE SEVENTH CAUSE OF ACTION

(a) For statutory penalties pursuant to PAGA;

(b) For attorneys' fees; and

(c) For costs of suit;

8. ON THE EIGHTH THROUGH FOURTEENTH CAUSES OF ACTION

(a) Damages for the loss of earnings and back pay including any increased tax liability thereon;

(b) Damages for the loss of future earnings, promotions, opportunities to be promoted, front pay and all other employment benefits, such as pension rights;

(c) All other lost pension, insurance and other employment benefits;

(d) Medical, hospital and psychological bills, including past, present and future bills and all other special damages;

(e). General damages (pain, suffering, emotional distress and other non-economic damages);

(f) Compensatory and statutory damages;

(g) Punitive damages;

(h) Litigation costs;

(i). Attorneys' fees;

(j) Civil Penalties as authorized by statutes and set out herein;

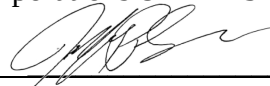
(k). Interest;

(l) Damages for increased tax liability and increased income tax payments;

And ON ALL CAUSES OF ACTION

For prejudgment and post judgment interest; and any other relief or damages allowed by law, or statutes not set out above and such further relief as the Court deems just and proper at conclusion of trial.

Corporations & THE SPENCER LAW FIRM



JEFFREY P. SPENCER &

BRADLEY C. GAGE

Attorneys for Plaintiff

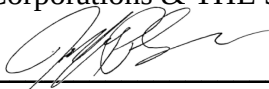
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1 **DEMAND FOR JURY TRIAL**

2
3 Plaintiff individually and on behalf of the Class hereby demands a trial by jury of all issues
4 in this action.

5
6 Dated: January 7, 2022

GOLDBERG & GAGE, A Partnership of Professional Law
Corporations & THE SPENCER LAW FIRM

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8 

9 JEFFREY P. SPENCER &
10 BRADLEY C. GAGE
11 Attorneys for Plaintiff
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“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

November 4, 2019

Bradley Gage
23002 Victory Blvd, 222
Woodland Hills, California 91367

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 201911-08148504
Right to Sue: Torres / WINDSOR CAPITAL GROUP ARCADIA EMBASSY
SUITES

Dear Bradley Gage:

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

KEVIN KISH, DIRECTOR

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

November 4, 2019

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 201911-08148504
Right to Sue: Torres / WINDSOR CAPITAL GROUP ARCADIA EMBASSY
SUITES

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

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

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

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

November 4, 2019

Maria G. Torres
1602 Brycedale Ave
Duarte, California 91010

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 201911-08148504
Right to Sue: Torres / WINDSOR CAPITAL GROUP ARCADIA EMBASSY
SUITES

Dear Maria G. Torres,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective November 4, 2019 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

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

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

Sincerely,

Department of Fair Employment and Housing

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

6 **In the Matter of the Complaint of**

7 Maria G. Torres

DFEH No. 201911-08148504

8 Complainant,

9 vs.

10 WINDSOR CAPITAL GROUP ARCADIA
11 EMBASSY SUITES
12 3250 Ocean Park Blvd. Suite 350
13 Santa Monica, California 90405

14 Respondents

15 1. Respondent **WINDSOR CAPITAL GROUP ARCADIA EMBASSY SUITES** is an
16 **employer** subject to suit under the California Fair Employment and Housing Act
17 (FEHA) (Gov. Code, § 12900 et seq.).

18 2. Complainant **Maria G. Torres**, resides in the City of **Duarte** State of **California**.

19 3. Complainant alleges that on or about **October 2, 2019**, respondent took the
20 following adverse actions:

21 **Complainant was harassed** because of complainant's ancestry, sex/gender, age
22 (40 and over), other, association with a member of a protected class.

23 **Complainant was discriminated against** because of complainant's ancestry,
24 sex/gender, age (40 and over), association with a member of a protected class and
25 as a result of the discrimination was terminated, other.

26 **Complainant experienced retaliation** because complainant reported or resisted
27 any form of discrimination or harassment, participated as a witness in a
28 discrimination or harassment complaint and as a result was terminated, other.

Additional Complaint Details: Wage and hour violations.

1 VERIFICATION

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

5 On November 4, 2019, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Duarte, California**

EXHIBIT NO. 2



A PROFESSIONAL CORPORATION

2 Venture, Suite 220
Irvine CA 92618

Telephone: (949) 240-8595
Facsimile: (949) 377-3272
email: jps@spencerlaw.net

October 21, 2021

SENT VIA CERTIFIED MAIL

WINDSOR CAPITAL GROUP, Inc.
and Patrick Nesbitt
3250 Ocean Park Blvd Ste 350
Santa Monica, CA 90405

SUBMITTED ONLINE

Labor & Workforce Development Agency

Notification of Labor Code Private Attorney General Action against WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt

Dear Sir or Madame:

This notification is provided in advance of a civil action under the Labor Code Private Attorneys General Act of 2004. My client Maria Torres is providing written notice of specific provisions of the Labor Code that her employer WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt are alleged to have violated as required by California Labor Code §2699.3.

The Labor Code violations are detailed below:

1) Labor Code §§ 1194 and 510 FAILURE TO PAY OVERTIME and REGULAR TIME COMPENSATION: WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt engage in a policy and practice of suffering their non-exempt employees to work more than 8 hours in a day and or forty hours in a work week and to work off the clock hours. This is to understaffing of work locations and

policies that required the employees to complete their tasks without recording overtime hours when overtime hours were required to complete the work and threat of reprimand if overtime hours were recorded. WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt know of the duration of its employees' work shifts and hours worked and the time required to complete their job duties and suffer non-exempt employees to work overtime hours and off the clock hours to complete their job duties. Despite this knowledge, WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt failed to pay their non-overtime exempt employees overtime, double time and straight time compensation for the hours they were suffered to work. Additionally, if overtime was paid it was calculated at the incorrect rate of pay, based on one and a half times the employee's base pay rate when it should have been paid one and a half times their regular rate of pay which includes all forms of non-base hourly wages, including incentive and bonus wages.

2) Labor Code §§ 226.7 and 512 FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD COMPENSATION: WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt engage in a policy and practice of requiring and compelling their exempt employees to work through and miss meal periods, including, but not limited to refusing to allow the employees to interrupt their work duties to take an uninterrupted thirty minute off duty meal period upon the completion of five hours of work. Additionally, employees were not authorized and permitted to take a timely second meal period when they worked shifts in excess of 10 hours in duration. On the occasions when they were able to take a meal period, the meal periods were often, late, cut short, interrupted, or taken on-duty. This was due to understaffing of work locations and policies that required the employees to remain on duty for their entire shifts without being afforded the opportunity to receive legally compliant meal breaks. After denying Plaintiff Torres and aggrieved employees these breaks, WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt failed to pay them meal period compensation for the breaks they were not provided.

3) Labor Code §§ 226.7 FAILURE TO PROVIDE REST PERIODS AND PAY REST PERIOD COMPENSATION: WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt engage in a policy and practice of requiring and compelling their employees to work through and miss rest break periods, including, but not limited to refusing to allow the employees to interrupt their work duties to take a duty free ten minute rest break during each four hour period of work or significant portion thereof. This was due to understaffing of work locations and policies that required the employees to remain on duty for their entire shifts without being afforded the opportunity to receive rest breaks and WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt's failure to have any policy or practice to schedule rest periods to ensure that time was offered to employees so that all employees could take lawful rest breaks. After denying Plaintiff and aggrieved employees these breaks, WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt failed to pay them rest period compensation for the breaks they were not provided.

4) Labor Code § 204 and 210 FAILURE TO TIMELY PAY WAGES: As detailed above, WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt engage in a policy and practice of failing to pay their non-exempt employees overtime compensation, compensation for off the clock hours and meal and rest compensation for meal and rest periods that were not provided. Due to WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt's failure to pay such compensation to Plaintiff Maria Torres and aggrieved employees they regularly violated Labor Code §204 which requires employers

who pay employees on a weekly, biweekly, or semimonthly basis to pay all wages “not more than seven calendar days following the close of the payroll period.”.

Labor Code § 210 provides that “in addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the faulty compensation policies and practices described in detail above, Plaintiff Maria Torres and the other aggrieved employees are entitled to recover penalties under Labor Code § 210 through PAGA.

5) Labor Code §§ 201,202, 203 and 227.3 FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT: When employees were terminated or resigned from employment, WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt engaged in a policy and practice of willfully failing to pay their employees all earned wages and accrued benefits including but not limited to; overtime, regular time and rest and meal period compensation, immediately upon termination or if they resigned with at least seventy-two hours advance notice or within seventy-two hours if they resigned without at least seventy-two hour notice. Through work schedules login and time records WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt knew Plaintiff Maria Torres and aggrieved employees were owed compensation for the overtime and off the clock hours they worked as well as meal and rest compensation and other accrued benefits and purposely failed to pay the wages and benefits owed upon termination of their employment

6) Labor Code §§ 226(a), 226.2 and 1174 FAILURE TO PROVIDE ADEQUATE WAGE STATEMENTS: WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt engage in a policy and practice of willfully and intentionally failing to furnish its employees with itemized statements upon each payment of wages accurately showing: all gross wages earned, total hours worked, all deductions made, net wages earned, inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect during each pay period and the corresponding hours worked at each hourly rate by the employee. Instead, the wage statements WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt provide to their employees fail to state all gross wages earned and do not reflect the overtime, off the clock time and meal and rest period compensation earned and owed. The wage statements fail to state total hours worked including overtime and off the clock hours and correct hourly rates. They fail to state all deductions made, net wages earned, inclusive dates of the period for which the employee is paid. They also failed to state all applicable hourly rates in effect during each pay period including the correct overtime rates and meal and rest compensation rates and the corresponding hours worked at each hourly rate by the employee including overtime and off the clock hours. Additionally, if overtime and meal and rest compensation was reflected in wage statements it was calculated at the incorrect rate of pay, based on one and a half time the employee’s base pay rate when it should have been paid one and a half times their regular rate of pay which includes all forms of non-base hourly wages, including incentive and bonus wages. WINDSOR CAPITAL GROUP, INC. and Patrick Nesbitt also failed to keep records of the actual time worked by their non-exempt employees.

Additionally, such wage statements were incorrect due to Defendant's knowing and intentional policies of: (1) refusing to pay meal period and rest period compensation for meal and rest breaks they were not provided; (2) refusing to pay overtime compensation and regular time for off the clock work and forcing employees to work off the clock to perform duties by threatening reprimand if any overtime hours were logged among other conduct.

In addition Plaintiff Maria Torres and aggrieved employees are entitled to the remedies of Labor Code §226.2 which provides Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Spencer', with a stylized flourish at the end.

Jeffrey Spencer
Attorney at Law

Jeff Spencer

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, October 21, 2021 11:24 AM
To: Jeff Spencer
Subject: Thank you for submission of your PAGA Case.

10/21/2021

LWDA Case No. LWDA-CM-849392-21
Law Firm : The Spencer Law Firm, Inc.
Plaintiff Name : Maria Torres
Employer: Windsor Capital Group, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Windsor Capital Group, Inc.
3250 Ocean Park Blvd., Ste 350
Santa Monica, CA 90405

2. Article Number

(Transfer from service label)

01 5320 9671

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

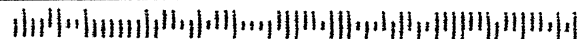
UNITED STATES POSTAL SERVICE
LOS ANGELES CA 900
23 OCT 2021PM 9 L



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Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

SPENCER LAW FIRM
2 Venture, Suite 220
Irvine, CA 92618



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Patrick Nesbitt
3250 Ocean Park, Ste 350
Santa Monica, CA 90405

A. Signature

X

☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7011 0470 0001 5320 9664

PS Form 3811, February 2004

Domestic Return Receipt

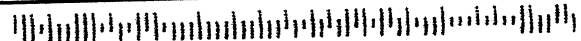
102595-02-M-15

UNITED STATES POSTAL SERVICE
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23 OCT 2021PM 9 L

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SPENCER LAW FIRM
2 Venture, Suite 220
Irvine, CA 92618



PROOF OF SERVICE

State of California)
County of Los Angeles)

I am employed in the County of Orange, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 2 Venture, Suite 220, Irvine, CA 92618.

On January 7, 2022 I served the First Amended Complaint on the interested parties in this action via Electronic Mail to the addresses listed below:

<u>Co-Counsel for Plaintiffs</u> LAW OFFICES OF GOLDBERG & GAGE Bradley C. Gage, Esq. Terry M. Goldberg, Esq. A Partnership of Professional Corporations 23002 Victory Boulevard Woodland Hills, California 91367 Telephone: (818) 340-9252 Facsimile: (818) 340-9088 Email: Bgage@goldbergandgage.com	<u>Counsel for Defendants</u> BERRY & FRITZINGER, P.C. Elizabeth Fritzinger, Esq. 3550 Round Barn Blvd., Ste. 312 Santa Rosa, California 95403 Tel. (707) 800-0550 Facsimile: (707) 800-0554 Email: elizabeth@berryfritzlaw.com
<u>Counsel in Related Actions</u> GAINES & GAINES, APLC DANIEL F. GAINES, ESQ. SBN 251488 daniel@gaineslawfirm.com ALEX P. KATOFISKY, ESQ. SBN 202754 alex@gaineslawfirm.com EVANS. GAINES, ESQ. SBN 287668 evan@gaineslawfirm.com 27200 Agoura Rd., Suite 101 Calabasas, CA 91301 Telephone: (818) 703-8985 Facsimile: (818) 703-8984	Bokhour Law Group, P.C. Mehrdad Bokhour, Esq. mehrdad@bokhourlaw.com 1901 Avenue of the Stars, Suite 450 Los Angeles, CA 90067
Work World Law Corp. Ruben Escobedo, Esq. reuben@workworldlaw.com 731 South Lincoln St. Santa Maria, CA 93458	Melmed Law Group, P.C. Jonathan Melmed, Esq. jm@melmedlaw.com 1801 Century Park East, Suite 850 Los Angeles, CA 90067
Whitehead Employment Law Meghan Higday, Esq. Mhigday@jnwpc.com 770 Irvine Center Dr., Suite 930 Irvine, CA 92618	The Law Guy Joshua Lazar, Esq. joshua@lawguy911.com 731 South Lincoln St., Suite D Santa Maria, CA 93458
Lex Opus Mohammed Ghods, Esq. mghods@lexopusfirm.com 2100 North Broadway, Suite 210 Santa Ana, CA 92706	SETAREH LAW GROUP David Keledjian, Esq. David@satarehlaw.com 9665 Wilshire Blvd. Suite 430 Beverly Hills, CA 90212

1 [X] BY ELECTRONIC SERVICE: by electronic transmission via Case Anywhere.

2 Executed on January 7, 2022 at Irvine, California. I declare under penalty of perjury under the laws of the State of
3 California that the foregoing is true and correct.

4 By: 
5 Jeffrey Spencer

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