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FABIOLA MONROY

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County of San Diego
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO – CENTRAL DIVISION

FABIOLA MONROY, an individual,
Plaintiff,

v.

INTEGRITY GOLF COURSE
CONSTRUCTION, LLC, a Domestic
Limited-Liability Company in the State of
Nevada; JADE WORK, an individual;
HERACLIO ORTEGA, an individual; and
DOES 1 to 50, inclusive,
Defendants.

CASE NO.: 37-2022-00037549-CU-OE-CTL

PLAINTIFF'S COMPLAINT FOR:

1. **Sexual Harassment – Hostile Work Environment (Govt. Code §12940(a)(j)(1));**
2. **Sexual Harassment – Quid Pro Quo (Govt. Code §12940(a)(j)(1));**
3. **Failure to Prevent Sexual Harassment (Govt. Code §12940(k));**
4. **Retaliation (Govt. code §12940(h));**
5. **Negligent Supervision;**
6. **Intentional Infliction of Emotional Distress;**
7. **Unlawful Business Practices (Govt. Code §17200 et seq.);**
8. **Constructive Termination; and**
9. **Private Attorneys General Act (PAGA) (Failure to Pay Overtime, Improper Wage Statements, Failure to Pay Minimum Wages, and Improper Deductions from Wages).**

JURY TRIAL DEMANDED

COMES NOW, Plaintiff FABIOLA MONROY ("Plaintiff" or "MONROY") for causes of action against Defendants INTEGRITY GOLF COURSE CONSTRUCTION, LLC ("IGCC") and DOES 1 to 50, inclusive, as follows:

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PARTIES, JURISDICTION, AND VENUE

1. At all times relevant to this lawsuit, Plaintiff is and was a resident of San Diego County, California.

2. Defendant IGCC is a Nevada Limited-Liability Company doing business in San Diego County, California.

3. Plaintiff is informed, believes, and thereon alleges that IGCC is an “employer” as defined in California Fair Employment and Housing Act, Government Code § 12926(d) *et seq.*, and is subject to suit under the California Fair Employment and Housing Act, Government Code § 12940 *et seq.*

4. Plaintiff is informed, believes, and thereon alleges that Defendant JADE WORK (“WORK”) is an individual, who, at all times relevant to this lawsuit is and was the president of IGCC in San Diego County, California.

5. Plaintiff is informed, believes, and thereon alleges that Defendant HERACLIO ORTEGA (nicknamed “ROCKY”) is an individual, who, at all times relevant to this lawsuit is and was the superintendent of IGCC in San Diego County, California.

6. Plaintiff was employed by Defendant and worked under WORK at Defendant’s location within San Diego County. Specifically, Plaintiff worked for Defendant’s facility located at 1492 Rainbow Valley Boulevard, Fallbrook, CA 92028. Plaintiff began her employment with Defendant in March 2006 as an administrative assistant. Plaintiff was constructively terminated on February 22, 2021.

7. Whenever in this Complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of its officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

8. Plaintiff is informed, believes, and thereon alleges that Defendants are responsible in some manner for the occurrences herein alleged and Plaintiff’s injuries and damages as herein alleged are directly, proximately and/or legally caused by Defendants and all of their individual or

collective acts.

9. The tortious acts, omissions, and unlawful employment practices alleged herein were performed by management level employees of IGCC, including WORK and ROCKY. Defendant allowed and/or condoned a continuing pattern of discriminatory and illegal practices.

10. Plaintiff filed an Initial PAGA Notice with the Labor and Workforce Development Agency on February 11, 2022 (LWDA Case No. LWDA-CM-867823-22). A true and correct copy of such Notice is attached hereto as **Exhibit “A”** and is incorporated herein by reference. Pursuant to Labor Code § 2699.3(a), no notice from the agency has been provided that it does not intend to investigate the alleged violation, thus Plaintiff may now commence a civil action.

11. Plaintiff filed a complaint with the Department of Fair Employment (“DFEH”) and Housing on September 19, 2022. DFEH issued Plaintiff a Right-to-Sue letter on the same date. A copy of such complaint and Right-to-sue letter is attached hereto as **Exhibit “B”** and is incorporated herein by reference.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

12. Plaintiff repeats and incorporates herein by reference each and every allegation in all preceding paragraphs as though fully set forth herein.

13. Plaintiff is a fifty-one year-old female. This lawsuit concerns the following issues: the harassment of Plaintiff by IGCC and its management, including WORK and ROCKY, due to Plaintiff’s sex; Defendants’ constructive termination of Plaintiff’s employment on the basis of her sex; and Defendants’ unlawful business practices. IGCC and its management, including WORK, harassed Plaintiff and created an inappropriate, sexually charged hostile work environment. Despite wanting to quit, Plaintiff – a single mother whose income provided for herself and her family – was forced to continue working in the hostile environment created by Defendants.

14. On March 20, 2006, IGCC hired Plaintiff as an administrative assistant; however, she was eventually promoted to office manager, and was supervised by IGCC president, WORK. Plaintiff was a full-time, salary employee, with a pay rate of approximately \$640.00 per week. By the time Defendants constructively terminated her employment, Plaintiff earned approximately \$1,250 per week, after a few pay raises.

1 15. IGC owns and operates a golf course construction company located in San Diego
2 County, which is where Plaintiff worked.

3 16. As office manager, Plaintiff's duties and responsibilities included, among others:
4 overseeing general office operation, processing invoices and payroll, coordinating appointments
5 and staff schedules, correspondence with persons inside and out of the company, updating and
6 maintaining office policies, and assisting in the onboarding process for new employees.

7 17. Throughout her employment, Plaintiff performed her work in a competent and
8 capable manner, as evidenced by her promotion and multiple bonuses. Though she never received
9 a formal performance review, IGCC and its management, including WORK, consistently
10 provided Plaintiff with positive feedback on her work.

11 **SPECIFIC FACTUAL ALLEGATIONS**

12 **Defendant WORK's Treatment and Sexual Harassment of Plaintiff**

13 18. IGCC's President, WORK, visited the office where Plaintiff worked nearly every
14 day, and regularly interacted with Plaintiff.

15 19. Beginning in or around 2006, WORK started to make crude and sexually charged
16 statements to Plaintiff at work. By way of example, but not intended as an exhaustive list, WORK
17 sexually harassed Plaintiff on the following more recent occasions:

18 a. In 2018, Plaintiff was the only female in the conference room with WORK and the
19 other male coworkers, and they were speaking loudly about her "culo," which is the Spanish term
20 for buttocks. Plaintiff felt extremely uncomfortable and left the conference room.

21 b. In front of other male coworkers, WORK asked Plaintiff, "What pajamas do you
22 wear?" This made Plaintiff uneasy and made her feel like she had to "laugh it off."

23 c. One day during a meeting in the conference room, although WORK knew the Wi-
24 Fi password to the office, he called Plaintiff into the room full of men and asked her what the Wi-
25 Fi password was. Plaintiff recalls feeling everyone staring at her. Later, WORK told her that the
26 wanted the men "to see her shoes."

27 d. WORK told Plaintiff to wear a skirt and boots to the fire department in order for
28 IGCC to get a burn permit.

1 e. In February of 2018, Plaintiff was in the lunch conference room with WORK,
2 Dwayne James Post (the general superintendent), and Gregory Scott Tuggle (known as Scott, the
3 IGCC vice-president), and the men tried to guess how groomed Plaintiff's vaginal area was.

4 f. In or around the summer of 2018, WORK approached Plaintiff and said, "I talked
5 to my wife, and she said you guys have three holes."

6 g. WORK informed Plaintiff that when Scott Tuggle leaves the office, he usually
7 texts WORK, "I'm out of the office now, you can bang Fabi now." WORK also explicitly told
8 Plaintiff that he and the male coworkers would send detailed text messages of "what they want to
9 do to her."

10 h. On April 19, 2019, Plaintiff did not go into work because she recently had laser
11 treatment for her face. WORK texted Plaintiff, "Are you coming in tomorrow? Did you take the
12 week off?" Plaintiff responded, "Yes, just wanted the swelling to go down." To which WORK
13 replied, "What swelling?? Your bottom [sic]," and Plaintiff answered, "What? That's disturbing."

14 i. In December of 2019, IGCC held a Christmas party for the employees.
15 Throughout the entirety of the party, WORK publicly commanded Plaintiff to "hug Mario." The
16 other male coworkers joined in, and egged Plaintiff on for an hour, pressuring her to hug the other
17 male coworker. WORK's wife, Julie Work, was at the party and apologized for their behavior.
18 Plaintiff felt uncomfortable and wanted to leave.

19 j. The men in the workplace joked about the IGCC mission statement, "Making The
20 World Beautiful One Hole At A Time," as a sexual inuendo.

21 k. During Plaintiff's time working for IGCC, WORK referred to his wife and
22 Plaintiff as "his bitches."

23 l. WORK called Plaintiff "his Pepper," referring to Pepper Potts from Iron Man, who
24 is Tony Stark's personal secretary/girlfriend, and eventually becomes his wife. He even
25 purchased Plaintiff a Mercedes. Plaintiff believes it was yet another form of pressure to get her to
26 be sexual or intimate with him; or another way for him to exude control over her.

27 m. On one occasion, Plaintiff went out to lunch with some coworkers, including
28 WORK, and WORK asked Plaintiff if after his wife dies, Plaintiff would marry him. Plaintiff

1 remembers feeling numb and like she could not eat anymore. On another occasion out at lunch,
2 WORK told the waitress that Plaintiff was his girlfriend. Plaintiff felt awkward and denied this to
3 the waitress. The instances of pressure and entitlement were plentiful and each made Plaintiff feel
4 trapped and ill.

5 **Defendant ROCKY's Treatment and Sexual Harassment of Plaintiff**

6 20. In June of 2020, WORK hired a new superintendent named Heraclio Ortega
7 (nicknamed "ROCKY"). From the time ROCKY started at IGCC, he made crude and sexually
8 charged statements to Plaintiff at work about her appearance. By way of example, but not
9 intended as an exhaustive list, WORK and ROCKY sexually harassed Plaintiff on the following
10 occasions:

- 11 a. When WORK hired ROCKY as the new superintendent for the construction
12 company, WORK told Plaintiff that he needed her to "kiss Rocky's ass" and then made
13 kissing sounds/gestures to her.
- 14 b. In June of 2020, ROCKY began going into the office to visit Plaintiff. The visits
15 were unnecessary, and they were unwanted by Plaintiff.
- 16 c. Oftentimes Plaintiff worked in the office alone, and ROCKY purposefully visited
17 her when no one else was in the office. When he did so, he refused to sit in the chair
18 across the room from Plaintiff's desk, and instead he would position his body right next to
19 her. ROCKY's behavior made Plaintiff feel uncomfortable and nervous. He offered to give
20 Plaintiff massages. On one occasion, ROCKY entered Plaintiff's office when she was
21 alone, and he placed his hand over her shoulder, causing Plaintiff to feel frozen in fear.
- 22 d. One Tuesday, Julie, WORK's wife, told Plaintiff that she noticed ROCKY
23 standing uncomfortably close to Plaintiff. Julie stated that she would freeze if that
24 happened to her, too. Plaintiff then told Julie everything that Rocky had been saying and
25 doing, which caused Julie to tell WORK what was going on. On Thursday, Julie told
26 Plaintiff that WORK "shut her down" and that ROCKY "was a married Christian man"
27 and to never talk about it again.
- 28 e. ROCKY made incessant objectifying comments towards Plaintiff whenever he

1 went into her office. For example, he said things like, “You’re so thin,” “You always wear
2 dresses,” and “You always wear heels.” Later on, the comments progressed, and ROCKY
3 would hear on the phone that Plaintiff was wearing heels, and then ask if she was wearing
4 a dress as well.

5 f. ROCKY called Plaintiff about the housing that Plaintiff arranged for the IGCC
6 employees, and he told Plaintiff how “comfortable his bed was.”

7 g. In June of 2020, ROCKY and his crew went into the office in order to complete
8 the mandatory sexual harassment training. Plaintiff had to leave the office and was unable
9 to monitor the employees to ensure they completed the training. The next day, ROCKY
10 told Plaintiff that WORK signed their certificates stating they had completed sexual
11 harassment training, despite knowing that they had not.

12 h. WORK refused to complete the sexual harassment training despite Plaintiff’s
13 repeated reminders that it was required. In fact, WORK told Plaintiff that his wife said he
14 would fail the sexual harassment training.

15 i. In September of 2020, Plaintiff reported the sexual harassment to IGCC’s Vice-
16 President, Scott. Scott ensured he would follow up with WORK to take care of the
17 situation. WORK ignored Scott’s complaint, and then retaliated against Plaintiff by
18 making fun of her publicly in the office, telling other male coworkers to “be careful” and
19 “not get too close’ to her.

20 j. On October 1, 2020, WORK finally had a discussion with ROCKY about
21 Plaintiff’s complaints. Rather than conducting a proper workplace investigation remedying the
22 situation, WORK simply allowed ROCKY to deny the allegations without any scrutiny. WORK
23 allegedly told ROCKY that he was not allowed to go into Plaintiff’s office anymore.

24 k. On October 2, 2020, Scott told ROCKY that there are “too many guys going in
25 and out of the office, we don’t want any of the guys going into Fabi’s office.” ROCKY
26 then called Plaintiff saying, “I don’t care what Scott said, I’m still going to go into your
27 office.” Plaintiff reported ROCKY’s phone call to Scott.

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1 l. WORK directly confronted Plaintiff with his disregard for her allegations, telling
2 her she was “too sensitive,” “hates men,” and ordering her to confront ROCKY herself
3 rather than fulfilling his duty as an employer to protect his employees from harassment.

4 m. WORK told Plaintiff that she was “reading too much” into ROCKY’s actions, and
5 that WORK did not believe ROCKY had done anything wrong.

6 n. WORK contradicted his Vice-President’s protective measure just two weeks after
7 it was set in place. WORK not only allowed ROCKY to go to the office where Plaintiff
8 was, but he ordered ROCKY to go, and joked, “You can come and see Fab” – essentially
9 encouraging Rocky to sexually harass her further.

10 21. Throughout her employment, WORK and ROCKY repeatedly harassed Plaintiff
11 with sexually charged remarks and physical gestures. At no point did Plaintiff consent to their
12 advances. Instead, Plaintiff consistently rebuffed defendants, tried to avoid them, and reported
13 their conduct. IGCC did nothing to remedy Plaintiff’s harassment.

14 22. IGCC never once reprimanded, consoled, or rehabilitated WORK or ROCKY to
15 prevent them from harassing Plaintiff again, despite Plaintiff’s repeated complaints of their
16 conduct. As a result, WORK and ROCKY continued to sexually harass Plaintiff unchallenged by
17 IGCC for years.

18 23. The conduct of Defendant’s employees WORK and ROCKY, as described herein
19 was despicable and was carried on by them with willful and conscious disregard for Plaintiff’s
20 rights. Defendant’s employees WORK and ROCKY were aware of the probable dangerous
21 consequences of their conduct and willfully and deliberately failed to avoid those consequences.
22 Defendant’s employees’ conduct constituted malice, oppression, or fraud such that Plaintiff is
23 entitled to punitive damages under California Civil Code section 3294 in an amount to punish
24 Defendant or to set an example.

25 **Defendant IGCC’s Violation of the Labor Code**

26 24. During Plaintiff’s tenure with IGCC, IGCC often forced Plaintiff and other
27 employees to perform while not “on the clock” to answer calls, emails, and text messages from
28 IGCC employees. Plaintiff worked these additional hours – without compensation. Plaintiff did

1 not feel comfortable with IGCC's repeated demands for Plaintiff to engage in this illegal activity.
2 However, Plaintiff believed she had to respond to the emails and text messages to keep her job.

3 25. For example, on July 12, 2019, Scott texted Plaintiff, "I hate to do this to you [sic]
4 but can you please cut checks on Sunday? Julie is out. Jade said he is around to sign them. Thank
5 you." On January 6, 2021, Plaintiff was out sick and worried about COVID, when Scott texted
6 her saying, "OK. Thank you. Did you get tested?" She said "Yep. Waiting..." And Scott replied,
7 "Damn. Can you please look into P&F distributing? They have us on a credit hold cuz they say
8 we're at 74 days.....thank you."

9 26. IGCC failed to properly track hours, resulting in incorrect pay stubs for
10 employees.

11 27. IGCC refused to provide agreed-upon paid vacation time to full-time workers. For
12 example, on November 18, 2018, IGCC employee, Dwayne Post, texted Plaintiff and said,
13 "Mario is gonna talk to Ascension, he's not eligible for a vacation... Mario is pissed about
14 that..." Fabi replied, "Be nice.... I think he was confused. FYI he has actually worked for the
15 entire year."

16 28. The employees for IGCC were consistently refused overtime pay. The workers for
17 the vineyard were hired under "golf course construction," and they were not listed as agricultural
18 workers because IGCC wanted to keep all the costs in the golf course construction account
19 instead of the vineyard account. Thus, IGCC was required to pay them overtime. For instance, on
20 September 8, 2020, Plaintiff texted WORK, "To be clear Vineyard workers are no longer getting
21 OT correct? All hours will be paid regular time except harvest hours [sic]" Jade replied "Yes. No
22 OT [sic]."

23 29. IGCC failed to properly train new employees, which led to numerous injuries. The
24 workers compensation rate skyrocketed during Plaintiff's time at IGCC, so WORK told Plaintiff
25 to code the injuries as "first-aid" instead of "workers compensation." As a result of the workplace
26 injuries, IGCC was put on a "list" with OSHA. On May 28, 2020, an OSHA consultant went into
27 the office and explained to IGCC the type of training they needed to complete in order to get
28 removed from the list. Sometime later, Scott set up four laptops, and ran them all at the same

1 time, so it appeared as though the four management-level workers completed the training. The
2 IGCC superintendents and WORK paid Scott \$100 each to do so. Plaintiff was extremely
3 uncomfortable with this law-breaking.

4 30. WORK allowed payroll violations to go unpunished. Although IGCC paid for
5 housing for the “crew,” Mario (a superintendent), made the crew pay him personally in cash for
6 the housing. Mario asked for raises for the crew, and then made the crew give him cash at the end
7 of the week. Mario told the employees he would “get them a job but then they owe him.” Plaintiff
8 told WORK about the impropriety, but WORK did nothing.

9 31. On information and belief, WORK regularly hired workers who were likely
10 undocumented. WORK instructed Plaintiff to submit certain social security cards for these
11 individuals, which may have been false or fraudulent because the Social Security office called
12 Plaintiff and asked about the social security. More specifically, some of the social security
13 numbers apparently belonged to women, and only two women worked at IGCC and these women
14 were not the specific individuals in question. WORK pressured Plaintiff to lie on WORK’s
15 behalf, and Plaintiff felt that if she did not she would be fired.

16 32. During the COVID-19 pandemic, WORK required Plaintiff to mischaracterize
17 certain employees as falling under the “Covid pay” provisions of the Family First Coronavirus
18 Response Act, in order to obtain tax credits. WORK told Plaintiff to put an employee named Josh
19 and the vineyard manager on Covid pay, when neither of them had Covid and they were both on
20 vacation.

21 33. WORK required Plaintiff to lie to IGCC’s CPA, Sylvia, about commingling funds.
22 On Feb 9, 2021, WORK asked Plaintiff to run a report of the vineyard’s expenses in 2020 that
23 were paid by IGCC - The total was \$1.9 million. Plaintiff was forced to attribute expenses from
24 WORK’s other companies to INTEGRITY, to fabricate a loss on IGCC’s tax returns in order to
25 qualify for PPP loans. Similarly, WORK instructed Plaintiff to transfer money into the vineyard’s
26 account but charged it to IGCC’s account. Plaintiff wrote a “V” for vineyard next to these
27 transactions so she could personally remember the inception of the commingled accounts.

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1 34. Additionally, WORK attributed vineyard expenses and labor to a construction
2 crew at the Wynn in Nevada, but in reality, there was not a crew working at the Wynn in Nevada.
3 Plaintiff did not feel comfortable with the commingling of funds, but she felt that she could not
4 object without losing her job.

5 35. The psychological stress from the hostile work environment and from WORK
6 pressuring her to violate the law became so great that Plaintiff began experiencing a variety of
7 unpleasant symptoms. Plaintiff has suffered severe anxiety, heart palpitations, chest pain,
8 sleeplessness, panic, stress, hair loss, swollen hands, and weight loss.

9 36. On Monday, February 22, 2021, Plaintiff finally notified IGCC that she was not
10 returning to work.

11 37. As a direct result of Defendant's conduct, Plaintiff has suffered, and continues to
12 suffer, damages, including but not limited to monetary damages, physical damages, and
13 emotional distress in an amount to be proven at trial.

14 38. Plaintiff has suffered psychological, emotional, and physical injury of a lasting
15 nature.

16 39. The conduct of Defendant's employees, as described herein was despicable and
17 was carried on by them with willful and conscious disregard for Plaintiff's rights. Defendant was
18 aware of the probable dangerous consequences of its conduct and willfully and deliberately failed
19 to avoid those consequences. Defendant's conduct constituted malice, oppression, or fraud such
20 that Plaintiff is entitled to punitive damages under California Civil Code section 3294 in an
21 amount to punish Defendants or to set an example.

22 **FIRST CAUSE OF ACTION**

23 **Sexual Harassment – Hostile Work Environment (Govt. Code §12940(a)(j)(1))**

24 ***(Against all Defendants)***

25 1. Plaintiff re-alleges and incorporates herein by reference each and every allegation
26 in the preceding and subsequent paragraphs.

27 2. As described more fully hereinabove, Defendants, individually and collectively,
28 violated California Government Code §12940(a) and (j) by subjecting Plaintiff to unlawful sexual

1 harassment and creating a hostile work environment.

2 3. As a direct and proximate result of Defendants' conduct herein, Plaintiff has
3 incurred general and special damages, the full extent of which are uncertain at this time, but
4 which are within the jurisdiction of this court.

5 4. Plaintiff has filed a complaint with the Department of Fair Employment and
6 Housing and has received her "right to sue" letter.

7 5. Pursuant to Government Code section 12965, Plaintiff is entitled to attorneys' fees
8 and costs.

9 6. In doing the acts herein alleged, Defendant acted with oppression, fraud, malice,
10 and in conscious disregard of the rights of Plaintiff and Plaintiff is therefore entitled to punitive
11 damages according to proof at the time of trial.

12 **SECOND CAUSE OF ACTION**

13 **Sexual Harassment – Quid Pro Quo (Govt. Code §12940(a)(j)(1))**

14 ***(Against All Defendants)***

15 7. Plaintiff re-alleges and incorporates herein by reference each and every allegation
16 in the preceding and subsequent paragraphs.

17 8. As described more fully herein above, Defendants violated California Government
18 Code §12940(a) and (j) by subjecting Plaintiff to unlawful sexual harassment by requiring
19 Plaintiff to endure sexually charged comments, sexually charged innuendos, and inappropriate
20 touching, in return for employment advantage. When Plaintiff rejected ROCKY's sexual
21 advances and reported his conduct to management at IGCC, Defendant's employees almost
22 immediately treated her poorly.

23 9. As a direct and proximate result of Defendants' conduct, Plaintiff has incurred
24 general and special damages, the full extent of which are uncertain at this time, but which are
25 within the jurisdiction of this court.

26 10. Plaintiff has filed a complaint with the Department of Fair Employment and
27 Housing and has received her "right to sue" letter.

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11. Pursuant to Government Code section 12965, Plaintiff is entitled to attorneys' fees and costs.

12. In doing the acts herein alleged, Defendant acted with oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff and Plaintiff is therefore entitled to punitive damages according to proof at the time of trial.

THIRD CAUSE OF ACTION

Failure to Prevent Sexual Harassment (Govt. Code §12940(k))

(Against Defendant IGCC and DOES 1 to 50, inclusive)

13. Plaintiff re-alleges and incorporates herein by reference each and every allegation in the preceding paragraphs.

14. Government Code §12940 (k) makes it unlawful for an employer "to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring."

15. In perpetrating the above-described conduct, Defendant IGCC and DOES 1 to 50, and each of them, engaged in a pattern, practice and policy, and custom of unlawful sexual harassment. Said conduct on the part of Defendants, and each of them, constituted a policy, practice, tradition, custom, and usage that denied Plaintiff protection under Government Code §12940(k). Said conduct includes, but is not limited to, the following:

- a. With respect to sexual harassment, Defendants had no policy or a policy that was ineffective;
- b. With respect to the training of managers as to their responsibilities and sensitivities, Defendant had no, or inadequate and ineffective, training;
- c. Defendant failed to implement whatever policies, practices, and procedures were in existence at all or in an effective manner;
- d. Defendant failed to reprimand, admonish, or train WORK and ROCKY for any and all of their sexual harassment of Plaintiff; and
- e. Defendant failed to properly remediate complaints of harassment by, among other things, failing to properly investigate and/or by allowing the harassment to continue unabated and/or without proper remediation.

1 16. At all relevant time periods, there existed within the organization of Defendant's
2 employees, and each of them, a pattern and practice of conduct by their personnel, including
3 management personnel, which resulted in harassment on the basis of gender generally and the
4 sexual harassment of Plaintiff specifically.

5 17. At all relevant time periods, Defendant failed to make an adequate, or any,
6 response to the aforesaid pattern and practice, and thereby established a policy, custom, practice,
7 or usage within the organization of Defendant which condoned, encouraged, tolerated,
8 sanctioned, ratified, approved of, and/or acquiesced in harassment on the basis of sex toward
9 Plaintiff.

10 18. During all relevant time periods, Defendants failed to provide any or adequate
11 training, education, and information to their personnel, and most particularly to management and
12 supervisory personnel, with regard to policies and procedures regarding sexual harassment.

13 19. Defendants knew or reasonably should have known that the failure to provide any
14 or adequate education, training, and information as to their personnel policies and practices
15 regarding sexual harassment would result in sexual harassment against employees including, but
16 not limited to, Plaintiff.

17 20. By the acts or failures to act of policy-making personnel within the organization of
18 Defendant, Defendant was deliberately indifferent to the need to provide any or adequate training,
19 education, and information to the personnel of Defendant, and each of them, as to policies
20 regarding discrimination and harassment.

21 21. The failure of Defendant to provide any or adequate policies and practices
22 regarding discrimination and harassment constituted deliberate indifference to the rights of
23 employees, including, but not limited to, Plaintiff under Government Code §12940(k).

24 22. The conduct set forth herein, including the failure to establish and/or enforce any,
25 or an adequate, policy or procedure on sexual harassment, investigation of complaints of sexual
26 harassment, and/or appropriate remediation thereof, established in the organization of Defendant
27 a policy and custom of ordering, ignoring, encouraging, approving, causing, tolerating,
28 sanctioning, and/or acquiescing in the violation by personnel (including management) of

1 Defendants, and each of them, of the rights of employees, including, but not limited to, Plaintiff
2 under Government Code §12940(k).

3 23. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice,
4 and in conscious disregard of the rights of Plaintiff and Plaintiff is therefore entitled to punitive
5 damages according to proof at the time of trial.

6 **FOURTH CAUSE OF ACTION**

7 **Retaliation (Govt. Code § 12940(h))**

8 ***(Against All Defendants)***

9 24. Plaintiff re-alleges and incorporates herein by reference each and every allegation
10 in the preceding paragraphs.

11 25. At all times mentioned herein, Cal. Gov't Code §12940(h) was in full force and effect and
12 was binding on Defendants. This section requires Defendants, as an employer, to refrain from
13 retaliating against any employee who has opposed any practices forbidden under Cal. Gov't Code
14 §12940, or because the employee has filed a complaint, testified, or assisted in any proceeding
15 under Cal. Gov't Code §12940.

16 26. Plaintiff believes and thereon alleges that her opposition to Defendants' discriminatory
17 conduct, including its sexual harassment, was a motivating factor in Defendants' discrimination
18 against her, as set forth herein. Such actions are in violation of Cal. Gov't Code §12940(h), and
19 have resulted in damage and injury to Plaintiff, as alleged herein.

20 27. Defendants had actual knowledge of the intolerable conditions caused by the
21 aforementioned conduct alleged herein but failed to take appropriate steps to end those
22 conditions. Rather, Defendant allowed Plaintiff to suffer.

23 28. As a proximate result of Defendants' actions against Plaintiff, as alleged herein, Plaintiff
24 has been harmed in that Plaintiff has suffered the loss of wages, salary, bonuses, and other
25 employment benefits. As a result of such conduct and consequent harm, Plaintiff has suffered
26 damages in an amount to be shown according to proof at trial.

27 29. Defendants' acts were malicious as detailed above entitling Plaintiff to all damages,
28 including, but not limited to, punitive damages and attorneys' fees.

30. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled to recover prevailing party attorneys' fees pursuant to Government Code section 12965(b).

FIFTH CAUSE OF ACTION

Negligent Supervision

(Against Defendant IGCC and DOES 1 to 50, inclusive)

31. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

32. Plaintiff performed worked for IGCC as an employee, as stated hereinabove.

33. Defendant IGCC and DOES 1 to 50, and each of them, engaged in unlawful practices, including discriminatory practices and sexual harassment, as stated herein.

34. Such Defendants knew or should have known that its employees were engaging in unlawful practices, as stated herein.

35. Such Defendants failed to take steps necessary to prevent the unlawful conduct described herein.

36. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained and continues to sustain substantial losses in earnings, employment benefits, employment opportunities, and Plaintiff has suffered other economic losses in an amount to be determined at time of trial. Plaintiff has sought to mitigate these damages.

37. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff suffered garden-variety emotional distress and physical injury, to her damage in a sum to be established according to proof.

SIXTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(Against All Defendants)

38. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

39. Defendants' intentional conduct, as set forth herein, was extreme and outrageous.

///

40. Defendants intended to cause Plaintiff to suffer extreme emotional distress. Plaintiff suffered extreme emotional distress.

41. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer, among others, humiliation, emotional distress, loss of reputation, and mental pain and anguish, all to her damage in a sum to be established according to proof.

SEVENTH CAUSE OF ACTION

Unlawful Business Practices in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*

(Against All Defendants)

40. Plaintiff alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

41. Defendants engaged in unlawful activity prohibited by Business and Professions Code §§17200 *et seq.* The actions of Defendants as alleged within this Complaint, constitute unlawful and unfair business practices within the meaning of Business and Professions Code §§17200 *et seq.*

42. As described above, Defendants have conducted the following unlawful activities:

- a. Violation of California Labor Code §226 by failing to provide Plaintiff with accurate wage statements;
- b. Violation of IWC wage orders by failing to pay overtime wages; and
- c. Violation of California Labor Code §1194 and §510 by failing to pay overtime wages or minimum wages for all hours worked by Plaintiff.

43. Defendants' activities also constitute unfair practices in violation of Cal. Bus. & Prof. Code §17200 *et seq.* because Defendants' practices violate the above noted laws, and/or violated an established public policy and/or the practice is immoral, unethical, oppressive, unscrupulous, and substantially injurious to Plaintiff.

44. As a result of Defendants' violations of the Labor Code, Plaintiff has suffered injury-in-fact and have lost money or property as a result of Defendants' practices. This injury-in-fact and loss of money or property consists of the lost wages and other restitutionary remedies provided by the Labor Code and detailed in this complaint and other resulting harms. A tally of

1 these damages cannot readily be determined as the employment records are held exclusively or
2 nearly exclusively in Defendants' control. Plaintiff is entitled to restitution, an injunction,
3 declaratory and other equitable relief against such unlawful practices to prevent future damage for
4 which there is no adequate remedy at law.

5 45. As a result of its unlawful acts, Defendants have reaped and continues to reap
6 unfair benefits and unlawful profits at the expense of Plaintiff. Defendants should be enjoined
7 from this activity and made to disgorge these ill-gotten gains and restore to Plaintiff the
8 wrongfully withheld wages pursuant to Business and Professions Code § 17203. Plaintiff is
9 informed and believes, and thereon alleges, that IGCC is unjustly enriched through its failure to
10 pay legal wages, and/or other remedies. Plaintiff is informed and believes, and thereon alleges,
11 that Plaintiff is prejudiced by Defendants' unfair trade practices.

12 46. As a direct and proximate result of the unfair business practices of Defendants,
13 Plaintiff is entitled to equitable and injunctive relief, including full restitution and/or
14 disgorgement of all wages which have been unlawfully withheld from Plaintiff as a result of the
15 business acts and practices described herein and enjoining Defendants to cease and desist from
16 engaging in the practices described herein for the maximum time permitted pursuant to Business
17 and Professions Code §17208, including any tolling.

18 **EIGHTH CAUSE OF ACTION**

19 **Constructive Wrongful Termination in Violation of Public Policy**

20 ***(Against All Defendants)***

21 47. Plaintiff re-alleges and incorporates by reference each and every allegation
22 contained in the preceding and subsequent paragraphs as though fully set forth herein.

23 48. The misconduct of Defendants, individually and collectively, in causing the
24 constructive termination of Plaintiff due to continued illegal and unethical practices violated the
25 public policy of the State of California embodied in *The City of Moorpark v. Superior Court*
26 (1998) 18 Cal.4th 1143 and *Gantt v. Sentry Insurance* (1992) 1 Cal.4th 1083, 1090-1091. (See
27 also *Turner v. Anheuser-Busch, Inc.* (1994) 7 Cal.4th 1238, 1244-1245.)

28 ///

1 49. Plaintiff was subjected to working conditions that violated public policy, in that
2 Plaintiff was forced to tolerate constant, illegal and unethical behavior in order to maintain her
3 employment. Despite making constant complaints to the harasser and other upper management-
4 level employees, Plaintiff remained subject to the aforementioned illegal and unethical conduct.

5 50. Defendants intentionally created or knowingly permitted these working conditions
6 that were so intolerable that a reasonable person in Plaintiff's position, would have had no
7 reasonable alternative except to resign.

8 51. Defendants' conduct was so pervasive and damaging that Plaintiff was forced to
9 resign despite needing the money.

10 52. As a legal (proximate) result of Defendants' illegal and unethical actions as
11 alleged above, Plaintiff has been harmed in that she has suffered the loss of wages, salary,
12 benefits, raises, retirement, and additional amounts of money she would have received had she
13 been retained in her position. Plaintiff has been damaged according to proof at trial.

14 53. On information and belief, Defendants' conduct was malicious, fraudulent and/or
15 oppressive and done with reckless disregard for Plaintiff's rights. This conduct from Defendants
16 included but was not limited to the conduct outlined above. Defendants' conduct forced Plaintiff
17 to either participate or be complicit in said activity. Defendants' conduct was done with the
18 knowledge that it would cause Plaintiff severe emotional distress and hardship and was done with
19 a wanton and reckless disregard of the consequences to Plaintiff.

20 54. As a further legal (proximate) result of Defendants' conduct, as alleged above,
21 Plaintiff has been harmed in that he has suffered the intangible loss of employment-related
22 opportunities and experience in the position which she would have garnered. Plaintiff has been
23 damaged according to proof at trial.

24 55. As a further legal (proximate) result of Defendants' conduct, as alleged above,
25 Plaintiff has been harmed in that she has suffered, and continues to suffer, humiliation, mental
26 anguish, and emotional and physical distress, and have been injured in mind and body. Plaintiff
27 has been damaged in an amount according to proof at trial.

28 ///

56. As a result of Defendants' actions, Plaintiff suffered special and general damages. In doing the acts herein alleged, Defendant acted with oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff and Plaintiff is therefore entitled to punitive damages according to proof at the time of trial.

NINTH CAUSE OF ACTION

Private Attorneys General Act (PAGA) - Failure to Pay Overtime, Improper Wage Statements, Failure to Pay Minimum Wages, and Improper Deductions from Wages
(Against All Defendants)

57. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding and subsequent paragraphs as though fully set forth herein.

58. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former employees of Defendants pursuant to the procedures specified in California Labor Code §2699.3, because Plaintiff was employed by Defendants and the alleged violations of the California Labor Code were committed against Plaintiff.

59. Pursuant to the PAGA, Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 248.5, 1197.1, and the applicable IWC Wage Order, from Defendant in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 200, 204, 210, 510, 1194, 1194.2, 1197, 1197.1 and 1198.

60. Plaintiff seeks civil penalties pursuant to the PAGA for violations of the Labor Code, including:

- a. Failure to pay all hours worked at a rate not less than minimum wage (Labor Code §§ 200, 204, 210, 1194, 1194.2, 1197, 1197.1 and 1198);
- b. Failure to pay minimum wage (Labor Code §§ 1197 and 1198);
- c. Failure to provide accurate wage statements and maintain accurate records (Labor Code §§ 226(a), 226(e)(l), 226.3, and the “records” section of IWC Wage Order 4);
- d. Illegal deductions from employee wages (Labor Code § 221).

1 61. Plaintiff is also entitled to an award of reasonable attorneys' fees and costs
2 pursuant to California Labor Code § 2699(g)(1).

3 62. Plaintiff has satisfied the requirements of Labor Code § 2699.3. On February 11,
4 2022, Plaintiff sent notice to Defendants and the California Labor and Workforce Development
5 Agency (LWDA) notifying them of the specific violations and the facts and theories supporting
6 those violations. Please see **Exhibit "A"** hereto. The Department of Industrial Relations chose not
7 to investigate. Plaintiff has, therefore, exhausted her administrative remedies as required by Labor
8 Code §2699.3.

9 63. Labor Code § 1194 establishes an employee's right to recover unpaid wages,
10 including minimum and overtime compensation and interest thereon, together with the costs of
11 suit.

12 64. Labor Code § 1197 states that the payment of a wage less than the minimum wage
13 fixed by the Industrial Welfare Commission is unlawful. Labor Code § 1198 further states that the
14 employment of an employee for longer hours than those fixed by the Industrial Welfare
15 Commission is unlawful.

16 65. Labor Code § 510 further provides that employees in California shall not be
17 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
18 unless they receive additional compensation beyond their regular wages in amounts specified by
19 law.

20 66. Defendant allowed payroll violations to go unpunished. Although Defendant paid
21 for housing for the "crew," Mario (a superintendent), made the crew pay him personally in cash
22 for the housing. Mario asked for raises for the crew, and then made the crew give him cash at the
23 end of the week. Mario told the employees he would "get them a job but then they owe him."
24 Plaintiff told WORK about the impropriety, but WORK did nothing.

25 67. As a direct (proximate) result of Defendant's illegal deduction and/or willful
26 failure to pay wages due and owing, Plaintiff is entitled to recoup unpaid wages, penalties, a
27 waiting time penalty, costs, interest and attorney's fees. (California Labor Code §§ 201, 202, 203,
28 204, 206, 210, 216, 218.5, 218.6, 226 and 1194).

68. As a direct (proximate) result of Defendant's conduct, Plaintiff has incurred and continues to incur reasonable attorneys' fees, costs, and interest.

69. As a consequence of Defendant's policies, employees, including Plaintiff, is owed unpaid wages, including regular and overtime wages.

70. Plaintiff will amend this Complaint when the exact amount of wages owed becomes known or according to proof at trial.

PRAYER FOR RELIEF

WHEREFORE Plaintiff respectfully prays for judgment against Defendants and the following relief:

A. For general and compensatory damages in an amount to be proven at trial;

B. For special damages in an amount to be proven at trial;

C. For punitive damages in an amount to be proven at trial;

D. For loss of earnings, medical expenses, and all incidental expenses in an amount to be proven at trial;

E. For costs of litigation and expert costs;

F. For attorneys' fees as authorized by Government Code § 12965 and all other applicable statutes;

G. For PAGA civil penalties and other applicable penalties under the Labor Code;

H. For interest and prejudgment interest at the legal rate of 10%; and

I. For such other and further relief as the Court deems proper and just under all the circumstances.

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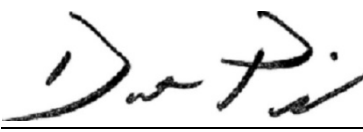
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JURY DEMAND

Plaintiff demands a jury trial on all issues in this case.

DATED: September 20, 2022

THE PRIDE LAW FIRM

By: 

DANTE T. PRIDE
ZACHARY I. AVINA
Attorneys for Plaintiff,
FABIOLA MONROY

EXHIBIT A



February 11, 2022

Via LWDA Website:

Labor Workforce Development Agency

Attn: PAGA Administrator

**Re: Fabiola Monroy v. Integrity Golf Course Construction, LLC, et al.
Written Notice Under Labor Code § 2699.3**

Dear PAGA Administrator:

The Pride Law Firm represents Ms. Fabiola Monroy (“hereinafter Ms. Monroy”), a former employee of Integrity Golf Course Construction, LLC (hereafter Integrity Golf, Jade Work, and does 1-25 are referred to as Defendants).

This letter is intended to constitute notice of claims, including notice pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code §2698, et seq. (“PAGA”) that Ms. Monroy intends to bring a civil action for penalties under PAGA for California Labor Code violations committed by Integrity Golf against Ms. Monroy. By way of this letter, my client also intends to represent all other current and former non-exempt employees of Defendants in California who have suffered at least one of the violations described herein during the relevant period. Ms. Monroy’s PAGA action involves Integrity Golf’s violation of sections 200, 204, 210, 221, 226(a), 1194, 510, 1197, and 1198 of the California Labor Code, and §17200 et seq. of California Business and Professions Code.

A copy of this letter, along with the \$75.00 filing fee, is being sent via regular mail and will be filed through the online portal with the LWDA in accordance with Cal. Lab. Code § 2699.3(a)(1)(A).

Factual Background:

Ms. Monroy, worked for Defendants as an office manager. Ms. Monroy’s duties and responsibilities included, among others: overseeing general office operation, processing invoices and payroll, coordinating appointments and staff schedules, correspondence with persons inside and out of the company, updating and maintaining office policies, and assisting in the onboarding process for new employees. Ms. Monroy worked at Defendants’ location in Fallbrook, California, from March 2006 through February 22, 2021.

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SAN DIEGO, CA 92108

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DANTE T. PRIDE
DPRIDE@PRIDELAWFIRM.COM

JESSICA K. PRIDE
JPRIDE@PRIDELAWFIRM.COM

During that period, she and similarly situated employees have been subjected to several wage and hour violations.

During Ms. Monroy's tenure with Defendants, they often forced Ms. Monroy and other employees to perform while not "on the clock," by going into the office on the weekend, and to answering calls, emails, and text messages from Integrity Golf employees outside of work hours. Ms. Monroy worked these additional hours without compensation. Defendants failed to properly track hours, resulting in incorrect pay stubs for employees. Defendants refused to provide agreed-upon paid vacation time to full-time workers. Supervisors had a habit of telling construction workers that they were not eligible for vacation, even when they had worked at Integrity Golf for the entire year. Furthermore, Defendants did not have a sick leave accrual policy.

Employees were consistently refused overtime pay. For example, the workers for the vineyard were hired under "golf course construction," and they were not listed as agricultural workers because Defendants wanted to keep all the costs in the golf course construction account instead of the vineyard account. Thus, Integrity Golf was required to pay them overtime. Defendants also failed to properly train new employees, which led to numerous injuries. The workers compensation rate skyrocketed during Ms. Monroy's time at Integrity Golf, so Integrity Golf President, Jade Work, told Ms. Monroy to code the injuries as "first-aid" instead of "workers compensation." As a result of the workplace injuries, Integrity Golf was put on a "list" with OSHA. In May of 2020, an OSHA consultant went into the office and explained to Defendants the type of training they needed to complete to get removed from the list. Integrity Golf Vice-President set up four laptops, and ran them all at the same time, so it appeared as though the four management-level workers completed the training. The Integrity Golf President and superintendents paid the Vice-President \$100 each to do so.

Defendants allowed payroll violations to go unpunished. Although Defendants paid for housing for the construction crew, a superintendent made the construction crew pay him personally in cash for the housing. Additionally, the superintendent asked for raises for the crew, and then made them give him cash at the end of the week. The superintendent told the employees he would "get them a job but then they owe him." Ms. Monroy told Integrity Golf President about the impropriety, but he did nothing.

Dating back to 2007, Integrity Golf President regularly hired undocumented workers and required Ms. Monroy to lie about their legal status by knowingly submitting fake social security cards for employees. The Social Security office called Ms. Monroy and asked about the social security numbers, because some numbers belonged to women and only two women worked at Integrity Golf. Integrity Golf President instructed Plaintiff to lie and deny any knowledge of fraudulent social security numbers.

During the COVID-19 pandemic, Integrity Golf President required Ms. Monroy to mischaracterize certain employees as falling under the "Covid pay" provisions of the Family First Coronavirus Response Act, in order to obtain tax credits. Integrity Golf President told Ms. Monroy to put two employees on Covid pay, when neither of them had Covid and they were both on vacation. Integrity Golf President required Ms. Monroy to lie to Integrity Golf's CPA about

commingling funds. Ms. Monroy was forced to attribute expenses from Integrity Golf President's other companies to Integrity Golf, to fabricate a loss on Defendant's tax returns in order to qualify for PPP loans. Similarly, Integrity Golf President instructed Ms. Monroy to transfer money into the vineyard's account but charged it to Integrity Golf's account. Ms. Monroy wrote a "V" for vineyard next to these transactions so she could personally remember the inception of the commingled accounts. Additionally, Integrity Golf President attributed vineyard expenses and labor to a construction crew at the Wynn in Nevada, but in reality, there was not a crew working at the Wynn in Nevada.

Defendants failed to pay Claimant and similarly situated employees overtime premium wages (Violation of Labor Code §§ 200, 204, 210, 510, 1194, 1194.2, 1197, 1197.1 and 1198):

Labor Code section 510 states, "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12- hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

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

Labor Code section 1198 states, "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." See also IWC Wage Order No. 4, item 20.

Labor Code section 200(a) states, "Wages includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

The "Hours and Days of Work" section of IWC Wage Order 4 states that employees shall not be employed more than eight hours in any workday or more than forty hours in any workweek unless the employee receives one and one half times such employee's regular rate of pay. It also states that employees shall receive double the employee's regular rate of pay for all hours worked in excess of twelve hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day or work in a workweek.

The fundamental right of an employee in the state of California to be paid wages in a timely manner for their work is established by Labor Code § 204, while Labor Code § 1197 requires employers to pay its employees the fixed minimum wage as set by the commission.

An employee is permitted to recover any unpaid balance of the minimum wage or overtime compensation not paid for all hours worked under Labor Code § 1194. As required by Labor Code § 1197.1, an employer must pay a civil penalty if it causes an employee to be paid a wage lower than that of the fixed minimum. Labor Code § 210 provides for an additional civil penalty, independent and apart from any other penalty.

In this case, Defendants refused to reimburse its California non-exempt employees proper overtime compensation. Ms. Monroy and other employees were required to work after hours and on weekends, yet Defendants failed to pay them for all of the hours worked. These violations have occurred in part due to Defendants' practice of actively altering timecards to reflect lower hours worked.

Defendants Failure to Pay Minimum Wage (Violation of Labor Code §§ 1197 and 1198):

Labor Code Section 1197 provides that the payment of less than minimum wage is unlawful. Section 1198 provides that the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees. The "Minimum Wages" section of the applicable IWC Wage Order provides that every employer must pay to each employee on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the pay period.

During at least the year immediately preceding the date of this letter, Defendants failed to pay its non-exempt California employees at least minimum wage for all time worked during the pay period and failed to pay for the entirety of hours worked at the proper rate.

Defendants failed to provide accurate wage statements and maintain accurate records (Violation of Labor Code §§ 226(a), 226(e)(1), 226.3, and the "records" section of IWC Wage Order 4):

Labor Code § 226(a) requires employers to provide employees wage statements stating among other things hourly rates of pay, including overtime rates. Labor Code § 246(i) requires employers provide sick leave rates on or with wage statements. Defendants failed to accurately record and state overtime and sick leave rates. This violates Labor Code §§ 226(a), (e), 226.3, and 246(i).

Defendants do not properly record and report (to employees) overtime and sick pay wage rates and do not record and report all hours worked, and therefore wages due to employees. Defendants required Ms. Monroy and other employees to perform while not "on the clock," and they had to do so without compensation. Defendants failed to properly track hours, and employees were consistently refused overtime and sick pay because it was not properly tracked.

Defendants Made Illegal Deductions from Employees Wages (Violation of Labor Code § 221):

Labor Code § 221 makes it unlawful for an employer "to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Here, Defendants allowed its superintendent to require the construction crew to pay him cash from their

paychecks for the housing that Defendants provided. Similarly, when the construction crew employees received raises, the superintendent forced the employees to give him cash at the end of each week.

Defendants Engagement in Unlawful Business Practices (Violation of California Business and Professions Code §17200 et seq.):

California Business and Professions Code § 17200 defines unfair competition as “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising....” In the case at hand, Defendants have engaged in fraudulent business practices for over a decade.

As aforementioned, Defendants lied to an OSHA consultant regarding training involving workplace safety, and its superintendent illegally deducted wages from employees. Furthermore, Defendants knowingly hired undocumented workers, and then lied to the Social Security Office about their knowledge with respect to the improper social security numbers. Defendants have mischaracterized certain employees as falling under the "Covid pay" provisions of the Family First Coronavirus Response Act in order to obtain tax credits, and they have fabricated earnings in order to qualify for government PPP loans. Moreover, the president of Integrity Golf has commingled other business accounts with Integrity Golf's accounts.

Applicable PAGA Civil Penalty:

PAGA, specifically Section 2699(a) permits an aggrieved employee to recover civil penalties set forth within the California Labor Code for violation of the California Labor Code. In addition, Section 2699(f) establishes civil penalties for violations of California Labor Code provisions that do not contain their own civil penalties. Ms. Monroy intends to bring a civil action to recover civil penalties for the violations identified above, including civil penalties pursuant to Section 2699(f) as well as those civil penalties specifically set forth within the text of the California Labor Code. These penalties are sought for violations committed against Ms. Monroy and other Integrity Golf employees.

Please feel free to contact the undersigned with any questions you may have.

Sincerely,



Dante T. Pride, Esq.

cc (by certified mail):

Integrity Golf Course Construction
1492 Rainbow Valley Blvd
Fallbrook, CA 92028

Integrity Golf Construction
(c/o) Gregory J. Testa
Vista Corporate Center
1800 Thibodo Road, Suite 200
Vista, California 92081



EXHIBIT B



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

September 19, 2022

Dante Pride
2831 Camino del Rio S., Ste. 104
San Diego, CA 92108

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202209-18278419
Right to Sue: Monroy / Integrity Golf Course Construction, LLC et al.

Dear Dante Pride:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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

September 19, 2022

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

DFEH Matter Number: 202209-18278419

Right to Sue: Monroy / Integrity Golf Course Construction, LLC et al.

To All Respondent(s):

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

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

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

No response to DFEH is requested or required.

Sincerely,



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
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Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

September 19, 2022

Fabiola Monroy
2831 Camino del Rio S., Ste. 104
San Diego, CA 92108

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202209-18278419
Right to Sue: Monroy / Integrity Golf Course Construction, LLC et al.

Dear Fabiola Monroy:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective September 19, 2022 because an immediate Right to Sue notice was requested.

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

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

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

Sincerely,

Department of Fair Employment and Housing

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

In the Matter of the Complaint of

Fabiola Monroy

DFEH No. 202209-18278419

Complainant,

vs.

Integrity Golf Course Construction, LLC
1492 Rainbow Valley Boulevard
Fallbrook, CA 92028

Jade Work
1492 Rainbow Valley Boulevard
Fallbrook, CA 92028

Respondents

1. Respondent **Integrity Golf Course Construction, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Jade Work** individual as Co-Respondent(s).

3. Complainant **Fabiola Monroy**, resides in the City of **San Diego**, State of **CA**.

4. Complainant alleges that on or about **February 22, 2021**, respondent took the following adverse actions:

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

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

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, participated as a witness in a discrimination or harassment complaint and as a result was forced to quit.

Additional Complaint Details:

1 VERIFICATION

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

5 On September 19, 2022, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **San Diego, CA**
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