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Attorney for Defendant and Cross-Plaintiff
JENNIFER M. FULLER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

CELEBRITY FOUNDATION FOR
CHILDREN, a California Nonprofit
Corporation

Plaintiff,

JENNIFER M. FULLER, an individual;
and DOES 1 through 25, inclusive

Defendants.

JENNIFER M. FULLER, an individual,

Cross-Plaintiff,

v.

MICHAEL FARAH an individual, THE
CELEBRITY FOUNDATION FOR
CHILDREN, and DOES 1 through 5,
inclusive,

Cross-Defendants.

Case No.: CVRI2201097

Assigned to: Hon. Irma Asberry, Historic
Courthouse, Dept. 5

**FIRST AMENDED CROSS COMPLAINT
FOR:**

1. **UNPAID OVERTIME WAGES (Cal. Labor Code §§ 510 and 1194);**
2. **UNPAID MEAL BREAK PREMIUMS (Cal. Labor Code §§ 226.7 and 512(A));**
3. **UNPAID REST BREAK PREMIUMS (Cal. Labor Code § 226.7);**
4. **FAILURE TO REIMBURSE EXPENSES (Labor Code § 2802);**
5. **WAITING TIME PENALTIES (Cal. Labor Code §§ 201, 202 and 203);**
6. **HARASSMENT BASED ON SEX (HOSTILE WORK ENVIRONMENT) IN VIOLATION OF GOVT. CODE SECTION 12940(j);**
7. **FAILURE TO PREVENT HARASSMENT AND DISCRIMINATION IN VIOLATION OF GOVT. CODE SECTION 12940(k);**
8. **RETALIATION IN VIOLATION OF GOVT. CODE SECTION 12940(h);**
9. **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;**
10. **CONVERSION;**
11. **UNFAIR COMPETITION (Cal. Bus. & Prof. Code § 204 17200, *et seq.*); and**
12. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT, (Labor Code § 2698, *et seq.*)**

1 Cross-Plaintiff Jennifer M. Fuller (“FULLER”) alleges as follows against Michael Farah
2 (“FARAH”), The Celebrity Foundation for Children (“FOUNDATION”), and Does 1 through 5,
3 inclusive (collectively, “CROSS-DEFENDANTS”):

4 **THE PARTIES**

5 1. FULLER is an individual, presently residing in, and is a citizen of, Riverside
6 County, California. FULLER was employed by CROSS-DEFENDANTS in Hemet, California
7 from on or about July 27, 2017 through May 31, 2021.

8 2. FARAH is an individual residing in and is a citizen of, Orange County, California.
9 FARAH is a registered financial advisor and operates a financial advisory practice in Newport
10 Beach, California known as Farah Private Wealth Management.

11 3. FOUNDATION is, on information and belief, California non-profit corporation
12 operating under the egis of Internal Revenue Code Section 501(c)(3).

13 4. FARAH is the Chief Executive Officer of FOUNDATION and exercises total,
14 exclusive and unilateral control over FOUNDATION, including its assets and operations.

15 5. FULLER is unaware of the true names and capacities, whether corporate or
16 individual, or otherwise, of defendants named as DOES 1 through 5, inclusive. Pursuant to
17 California Code of Civil Procedure section 474, FULLER will seek leave of court to amend this
18 complaint to state said defendants’ true names and capacities when the same have been
19 ascertained. FULLER is informed and believes and based on such information and belief, alleges
20 that said fictitiously named defendants are responsible in some manner for the injuries and
21 damages to FULLER as further alleged herein.

22 6. FULLER is informed and believes, and on that basis alleges, that each defendant is
23 the alter ego and joint employer, and is working in joint enterprise with, each and every other
24 defendant. FULLER is further informed and believes, and on that basis alleges, that at all times
25 relevant to this Complaint, each defendant was the agent or employee of each other defendant, and
26 in the doing the acts alleged herein, was acting within the course and scope of such agency or
27

1 employment, with the consent, provision, and authorization of each of the remaining defendants.
2 All actions of each defendant were ratified and approved by every other defendant.

3 **JURISDICTION AND VENUE**

4 7. Venue is proper under California Code of Civil Procedure Section 395, because one
5 or more CROSS-DEFENDANTS are located in Riverside, California. Venue is also proper under
6 Government Code Section 12965(b)(C)(3) because the unlawful practices alleged herein occurred
7 in Riverside County. The amount in controversy exceeds this Court's jurisdictional minimum.

8 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

9 8. FULLER has exhausted all administrative remedies prerequisite to filing this
10 lawsuit by lodging a complaint with the California Department of Fair Employment and Housing
11 on April 14, 2022, and thereafter receiving a "right to sue" letter that same day. A copy of that
12 letter is attached hereto as **Exhibit A**.

13 **GENERAL ALLEGATIONS**

14 9. Through the FOUNDATION, FARAH owns and operates a ranch property located
15 at 39375 San Ignacio Road, Hemet, California 92544.

16 10. As part of an extensive tax evasion scheme, FARAH operates the ranch property as
17 a "charity" through which he solicits donations to support its operations. Although nominally
18 designated a "charity," on information and belief, the Ranch is involved in relatively little
19 charitable activity. Instead, FARAH leverages the Ranch and its operations to promote himself
20 and his asset management practice. FARAH also maintains a luxury residence on Ranch property.
21 As part of his tax avoidance scheme, FARAH regularly rents out FOUNDATION property to the
22 public to host private events, in exchange for a "donation."

23 11. FARAH maintains a policy and practice across all of his business operations,
24 including his asset management practice and the FOUNDATION, of classifying all persons hired
25 to work in those operations as "independent contractors." FARAH does so as part of his scheme to
26 evade taxes and to systematically violate California labor and employment laws. All such
27 individuals are actually employees under California law. At the Ranch alone, FARAH employs

1 between ten and twelve employees wrongfully classified as “independent contractors.” FARAHA’S
2 unlawful employment practices do not stop there however and extend to his asset management
3 practice and every other enterprise he operates. In short, FARAHA is and has been for decades,
4 engaged in a willful pattern and practice to misclassify employees as “independent contractors.”

5 12. FARAHA first hired FULLER at the rate of \$12 per hour to exercise horses. At that
6 time, and throughout her employment, FARAHA paid FULLER the same hourly rate regardless of
7 whether FULLER worked hours in excess of 8 hours per day or 40 hours per week. FULLER
8 would arrive at the Ranch at sunrise as the horses’ feeding time is 6:00 a.m.

9 13. Within six months of her hire, FULLER’S job responsibilities began to expand.
10 Although FULLER initially worked part time, in or about September 2017, she began regularly
11 working eleven-to-twelve-hour days. Indeed, FULLER occasionally worked fifteen-to-seventeen-
12 hour days. Again, FULLER received no overtime pay for time worked over 8 hours per day or 40
13 hours per week. On one occasion, FULLER worked 53 hours in 4 days.

14 14. In 2019, FULLER sustained a significant personal injury on Ranch property while
15 working with a horse owned by FARAHA. Although FARAHA knew the horse was dangerous, he
16 did nothing to mitigate the risk the horse posed to his “independent contractor” employees,
17 including FULLER. On this occasion, the horse bit FULLER on the face causing significant pain
18 and injury. When FARAHA learned about the injury, he callously responded that because FULLER
19 was an “independent contractor,” he was not responsible for her welfare while she was employed
20 on the Ranch and there was no worker’s compensation insurance available for FULLER.
21 Following this event, FARAHA gave the horse away (likely for a tax write-off). The unfortunate
22 recipient of this “gift” ultimately had the animal euthanized.

23 15. After this time, FULLER’S responsibilities transitioned away from caring for
24 FARAHA’S horses to organizing community and charity events for the FOUNDATION. During
25 this period, FULLER worked an average of 10 hours per day or 50 hours per week. Again,
26 FULLER never received overtime pay.

1 16. In or about March 2019, FARAH terminated the Ranch manager, Karrah Davis.
2 Although FARAH did not refer to FULLER as “Ranch Manager” at this time, FULLER assumed
3 Davis’ duties at \$22 an hour. Consistent with his policy of classifying every employee as an
4 “independent contractor” FARAH continued to treat FULLER as if she were operating her own
5 business, even though she was actually (and obviously) an employee of his enterprise.

6 17. As Ranch Manager, FULLER engaged in the following tasks:

- 7 a. Order supplies for horses and other animals;
- 8 b. Procure veterinary services for Ranch animals when needed;
- 9 c. Maintain lighting on Ranch property;
- 10 d. Cleaning up manure;
- 11 e. Ordering food for animals;
- 12 f. Maintaining irrigation on Ranch property;
- 13 g. Payroll for Ranch “independent contractors” including adding up hours and
14 checking time entries;
- 15 h. Ensuring that new hires signed FARAH’S “independent contractor agreement”
16 and procure IRS Form W-9’s from those workers;
- 17 i. Feed animals;
- 18 j. Assign tasks to volunteers;
- 19 k. Maintain landscaping around FARAH’S private Ranch residence by pulling
20 weeds;
- 21 l. Mow grass;
- 22 m. Facilitate camps for children by answering emails, filling out participation
23 forms, giving tours, etc.;
- 24 n. Prepare camp area for campers by cleaning toilets, bathrooms and showers,
25 together with recreation center and kitchen;
- 26 o. Cook for groups of people on occasion;
- 27 p. Move animal manure; and

- q. Care for exotic animals, including camels and zebras, by feeding, cleaning, etc.
- r. FARAH also required FULLER to work nights at private parties he hosted at the Ranch. FULLER would serve guests and bartend at such events.

18. In addition to never receiving overtime, throughout her employment, FULLER was generally unable to take statutorily mandated meal and rest periods. Further, FARAH maintained no policy permitting FULLER and other purported “independent contractors” working in his employ to take meal and/or rest breaks. Further, CROSS-DEFENDANTS never issued FULLER a wage statement as required by California Labor Code Section 226(a).

19. During her employment, FULLER suffered numerous incidents of sex harassment directed to her by FARAH. The first occasion FULLER encountered FARAH in person, occurred in or about September 2017, at a “barn meeting” at the Ranch. At the time of the meeting, FULLER had been employed by CROSS-DEFENDANTS for four to six weeks. The meeting took place in a small space with about twelve people in attendance. When FARAH entered the room, he observed FULLER squatting on the floor. FARAH maneuvered himself around FULLER and placed his hand on her shoulder to prevent her from standing up. At the same time, he rotated his body around FULLER’S head, with his crotch in her face. Other employees who witnessed the incident agreed that FARAH’S behavior was inappropriate and “creepy.”

20. In or about August 2019, someone complained to FARAH that FULLER had been riding a tractor and mowing grass in a bikini top because of the intense heat. FARAH’S response to the complaint was to remark, “can you believe that someone complained that you were driving a tractor with your tits out?” When FULLER responded by walking away, FARAH continued with, “I want to see you with your tits out with a cocktail in your hands when I get home every day.”

21. On or about September 26, 2020, FULLER was in the kitchen at FARAH’S residence at the Ranch preparing food. FARAH came up behind FULLER, placed his hands on FULLER’S shoulders and pushed his body against FULLER’S backside. On the same day, but

1 prior to this incident, FARAH gave FULLER a hug – not a casual hug, but an intimate hug in
2 which FARAH placed his hands on FULLER’S hips and pressed his body against hers.

3 22. Throughout her employment, FULLER was the target of sexually harassing
4 comments by FARAH. These included, but were not limited to comments about her appearance,
5 weight, and calling FULLER “dear” and “sweetheart.” On one occasion, FARAH said to
6 FULLER, “Wow, you are looking great, too bad it’s for a wedding dress.”

7 23. FARAH used the Ranch to host parties attended exclusively by male guests.
8 FULLER and another female Ranch employee were frequently the only women present at these
9 events. On several occasions during these all-male parties, FARAH would brush up against
10 FULLER’S body and peer down her shirt.

11 24. FARAH also had a practice of creating circumstances that would allow him to peer
12 down FULLER’S shirt. In particular, when FARAH would bring payroll checks for all of his
13 Ranch “independent contractor” employees, FARAH would meet with FULLER at his private
14 residence and would intentionally knock a water bottle or other object off the table and suggest
15 that FULLER pick it up. FARAH would then brush against FULLER’S arm, peer down her shirt,
16 and say “let me help you.”

17 25. On or about April 28, 2021, FARAH sent FULLER a video via Facebook instant
18 messenger. The video was sexually suggestive and featured men playing polo shirtless. FULLER
19 found the video to be highly inappropriate and was very disturbed at receiving it.

20 26. On or about May 5, 2021, FARAH directed FULLER to report to his residence at
21 the Ranch. FULLER did so. There was no apparent business reason for his request. When
22 FULLER arrived, FARAH asked her whether she would like something to eat or drink. FULLER
23 declined. FARAH responded, “Are you sure you want to make that choice?” and “Are you really
24 sure you want to make that choice?” FARAH followed this with “Remember who signs your
25 checks.” FULLER again declined. Based on FARAH’S actions, it was clear to FULLER that
26 FARAH wanted to seduce FULLER with alcohol and engage in sexual activity with FULLER.

1 And was attempting to use his superior position as her employer as leverage to obtain that
2 objective.

3 27. On or about May 15, 2021, FARAH held a party at his Ranch residence, which
4 FULLER attended as an employee to serve guests. During the course of the party, a guest, Edward
5 [last name unknown] inappropriately grabbed and touched Sabrina Collett, another female Ranch
6 “independent contractor” employee. At one point, the male guest grabbed Sabrina’s arm. He later
7 grabbed her inner thigh. Sabrina did not want to report the incident for fear of losing her job.

8 28. On or about May 18 or May 19, 2021, FULLER contacted FARAH by telephone to
9 inform FARAH about the harassing incidents Ms. Collett experienced during the May 15th party.
10 FARAH responded stating, “Edward is a friend of the Ranch. We sweep things like that under the
11 rug – you know that. We are not going to talk about it.” With that, FARAH terminated the very
12 brief call.

13 29. On May 31, 2021, FULLER received a text message from Ms. Collett instructing
14 FULLER not to come into work. Upon receiving the text, FULLER called FARAH who
15 confirmed that he was indeed firing her because she “does not listen.” In fact, FARAH was
16 terminating FULLER because she opposed and reported sexual harassment suffered by Ms.
17 Collett. FULLER then asked whether FARAH would oppose her claim for unemployment
18 benefits. FARAH responded, “you are all independent contractors, I don’t have to pay any.”

19 30. On June 1, 2021, FULLER went to the Ranch to collect her personal belongings,
20 including a motorcycle, saddles, clothing and other items located at the “round house.” Upon
21 arriving at the “round house,” FULLER found that a young ranch employee had locked himself
22 inside to prevent her from retrieving her belongings.

23 31. On June 2, 2021, FULLER asked FARAH for her final wages, but declined to
24 come to his home to collect the check.

25 32. On June 3, 2021, FARAH sent FULLER a threatening email falsely accusing
26 FULLER of theft and trespassing. FULLER a lengthy and detailed email responding to each of
27 FARAH’s false allegations. Unable to intimidate FULLER on his own, FARAH engaged attorney

David Sharifi to draft a threatening letter to FULLER doubling down his client's misclassification of FULLER as an independent contractor and threatening a lawsuit for "defamation and libel." FARAH never pursued these false claims until after receiving a notice pursuant to the California Private Attorneys General Act, Labor Code Sections 2698, *et seq.* notifying the California Labor Workforce Development Agency of CROSS-DEFENDANTS' unlawful independent contractor misclassification scheme and is a transparent attempt to intimidate FULLER.

FIRST CAUSE OF ACTION

(FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 510, 1194 and 1197)

(By FULLER Against CROSS-DEFENDANTS)

33. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

34. Although FULLER was at all times a non-exempt employee, entitled to the benefits of California's overtime laws, CROSS-DEFENDANTS treated FULLER as an independent contractor and paid her on an hourly basis. Throughout her employment, FULLER was required to work in excess of 8 hours per day and 40 hours per week.

35. Although FULLER was entitled to overtime wages for all time worked, CROSS-DEFENDANTS failed to lawfully compensate FULLER for time worked over 8 hours per day and 40 hours per week.

36. As a result, and in addition to all unpaid wages, pursuant to Labor Code Section 1194.2, FULLER is entitled to liquidated damages in an amount equal to the minimum wages unlawfully unpaid. FULLER is also entitled to recover the full amount of her unpaid overtime wages, together with interest thereon and reasonable attorneys' fees and costs of suit as provided by Labor Code Sections 218.5 and 218.6 and other provisions of the Labor Code as might apply.

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SECOND CAUSE OF ACTION

**(FAILURE TO PAY MEAL BREAK PREMIUMS IN VIOLATION OF LABOR CODE §§
226.7 and 512(a))**

(By FULLER Against CROSS-DEFENDANTS)

37. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

38. At all relevant times, IWC Wage Order(s) and California Labor Code Sections 226.7 and 512(a) were applicable to FULLER' employment by CROSS-DEFENDANTS.

39. At all relevant times, the applicable IWC Wage Order(s) and California Labor Code Section 512(a) provided that an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

40. At all relevant times, the applicable IWC Wage Order and California Labor Code Section 512(a) further provided that an employer may not require, cause or permit an employee to work for a period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is not more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

41. FULLER alleges that the mandated meal breaks were missed and that she was not compensated as required by California law for the missed meal breaks. Specifically, during the relevant time period, CROSS-DEFENDANTS failed to pay FULLER the full meal period premium due pursuant to California Labor Code Section 226.7.

42. Pursuant to the applicable IWC Wage Order and California Labor Code Section 226.7(b), FULLER is entitled to recover from CROSS-DEFENDANTS one additional hour of pay

1 at FULLER' regular hourly rate of compensation for each workday that the meal period was not
2 provided.

3 **THIRD CAUSE OF ACTION**

4 **(FAILURE TO PAY REST BREAK PREMIUMS IN VIOLATION OF LABOR CODE §**
5 **226.7)**

6 **(By FULLER Against CROSS-DEFENDANTS)**

7 43. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully
8 set forth herein.

9 44. At all relevant times herein, the applicable IWC Wage Order and California Labor
10 Code Section 226.7 were applicable to FULLER' employment by CROSS-DEFENDANTS.

11 45. At all relevant times, California Labor Code Section 226.7 provided that no employer
12 shall require an employee to work during any rest period mandated by an applicable order of the
13 California IWC.

14 46. At all relevant times, the applicable IWC Wage Order provided that "[e]very
15 employer shall authorize and permit all employees to take rest periods, which insofar as practicable
16 shall be in the middle of each work period" and that the "rest period time shall be based on the total
17 hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction
18 thereof unless the total daily work time is less than three and one-half (3 ½) hours."

19 47. During the relevant time period, CROSS-DEFENDANTS required FULLER to work
20 four (4) or more hours without authorizing or permitting an uninterrupted ten (10) minute rest period
21 per each four (4) hour period worked.

22 48. During the relevant time period, CROSS-DEFENDANTS failed to pay FULLER the
23 full rest period premium due pursuant to California Labor Code Section 226.7.

24 49. Pursuant to the applicable IWC Wage Order and California Labor Code Section
25 226.7(b), FULLER is entitled to recover from CROSS-DEFENDANTS one additional hour of pay
26 at the employee's regular hourly rate of compensation for each workday that the rest period was not
27 provided.

FOURTH CAUSE OF ACTION

**(FAILURE TO REIMBURSE NECESSARY EXPENSES IN VIOLATION OF LABOR
CODE § 2802)**

(By FULLER Against CROSS-DEFENDANTS)

50. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

51. Throughout her employment, CROSS-DEFENDANTS failed to reimburse FULLER for substantial necessary expenses FULLER incurred as a direct consequence of the discharge of her duties and/or her obedience to the directions of CROSS-DEFENDANTS. These expenses included, but were not necessarily limited to, the provision of a cellular telephone and vehicle for work purposes.

52. CROSS-DEFENDANTS have violated California Labor Code Section 2802, and as a result, FULLER is entitled to recover all necessary and unreimbursed expenses she incurred during the course of her employment, together with attorney's fees and costs of suit.

FIFTH CAUSE OF ACTION

**(FAILURE TO TIMELY PAY ALL WAGES DUE UPON TERMINATION IN
VIOLATION OF LABOR CODE §§ 201, 202 and 203)**

(By FULLER Against CROSS-DEFENDANTS)

53. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

54. At all relevant times, California Labor Code Sections 201 and 202 provided that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

55. During the relevant time period, CROSS-DEFENDANTS willfully failed to pay FULLER her wages, earned and unpaid at the time of discharge.

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

57. FULLER is entitled to recover from CROSS-DEFENDANTS the statutory penalty wages for each day she was not paid all wages due up to a thirty (30) day maximum pursuant to California Labor Code Section 203.

SIXTH CAUSE OF ACTION
(HARASSMENT BASED ON SEX (HOSTILE WORK ENVIRONMENT) IN VIOLATION
OF GOVT. CODE SECTION 12940(j))
(By FULLER Against CROSS-DEFENDANTS)

58. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

59. As alleged herein, FULLER was subjected to acts of sexual harassment that were sufficiently pervasive and severe as to alter the conditions of FULLER'S employment and to create a hostile, intimidating, and abusive work environment.

60. Although CROSS-DEFENDANTS were informed of the harassing conduct, CROSS-DEFENDANTS failed to take immediate and appropriate corrective action.

61. PLAINTIFF has suffered, and has continued to suffer, severe emotional distress and other injuries to be proven at trial.

62. The above-described acts of CROSS-DEFENDANTS were oppressive and malicious, and thus warrant the imposition of exemplary damages in an amount sufficient to punish CROSS-DEFENDANTS and to deter others from engaging in similar despicable conduct.

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SEVENTH CAUSE OF ACTION

**(FAILURE TO PREVENT HARASSMENT AND DISCRIMINATION IN VIOLATION OF
GOVT. CODE SECTION 12940(k))**

(By FULLER Against CROSS-DEFENDANTS)

63. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

64. In violation of California Government Code Section 12940(k), CROSS-DEFENDANTS failed to take all or any reasonable steps necessary to prevent discrimination and harassment from occurring, including:

- (a) With respect to sex harassment, CROSS-DEFENDANTS either had no policy or had a policy that was ineffective;
- (b) CROSS-DEFENDANTS either failed to implement whatever policies, practices and procedures might have been in existence, or failed to implement any such policies, practices, and procedures in an effective manner.

65. At all relevant time periods, CROSS-DEFENDANTS failed to make an adequate or any response to the harassing conduct described above and thereby established a policy, custom, practice or usage, which condoned, encouraged, tolerated, sanctioned, ratified, approved of, and/or acquiesced in sexual harassment against women employees, including, but not limited to, FULLER.

66. CROSS-DEFENDANTS knew or reasonably should have known that such failure would result in discrimination and/or harassment against female employees, including, but not limited to, FULLER. Such failure on part of CROSS-DEFENDANTS constituted deliberate indifference to the rights of women employees, including, but not limited to, FULLER.

67. CROSS-DEFENDANTS' failure to prevent and/or to stop the harassment compounded and exacerbated the physical and emotional injuries FULLER was already suffering as a result of the unlawful conduct described above.

68. FULLER has suffered, and has continued to suffer, severe emotional distress and other injuries to be proven at trial.

69. The above-described acts of CROSS-DEFENDANTS were oppressive and malicious, and thus warrant the imposition of exemplary damages in an amount sufficient to punish CROSS-DEFENDANTS and to deter others from engaging in similar despicable conduct.

EIGHTH CAUSE OF ACTION

(RETALIATION IN VIOLATION OF GOVT. CODE SECTION 12940(h))

(By FULLER Against CROSS-DEFENDANTS)

70. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

71. At all relevant times FULLER was the employee of CROSS-DEFENDANTS, including FARAH and FOUNDATION.

72. In violation of California Government Code Section 12940(h) CROSS-DEFENDANTS retaliated and discriminated against FULLER because she engaged in protected activity as alleged herein – namely by reporting the sexual harassment of a co-worker during a private party hosted by FARAH at his private residence.

73. As a direct and proximate result of CROSS-DEFENDANTS' unlawful retaliation and discrimination, FULLER suffered financial, emotional distress and other injuries to be proven at trial.

74. The above-described acts of CROSS-DEFENDANTS were oppressive and malicious, and thus warrant the imposition of exemplary damages in an amount sufficient to punish CROSS-DEFENDANTS and to deter others from engaging in similar despicable conduct.

NINTH CAUSE OF ACTION

(RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5)

(By FULLER Against CROSS-DEFENDANTS)

75. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

76. At all relevant times FULLER was the employee of CROSS-DEFENDANTS, including FARAH and FOUNDATION.

77. FULLER reasonably believed that the harassment she understood Sabrina Collett suffered at a private party hosted by FARAH at his private residence on or about May 15, 2021 violated California law.

78. FULLER disclosed the fact of that harassment to FARAH, her employer and the only person with authority to investigate, discover, or correct the violation of law she reported.

79. By terminating FULLER'S employment under circumstances as alleged herein, CROSS-DEFENDANTS retaliated against FULLER in violation of California Labor Code Section 1102.5(b).

80. As a direct and proximate result of CROSS-DEFENDANTS' unlawful retaliation and discrimination, FULLER suffered financial, emotional distress and other injuries to be proven at trial.

81. The above-described acts of CROSS-DEFENDANTS were oppressive and malicious, and thus warrant the imposition of exemplary damages in an amount sufficient to punish CROSS-DEFENDANTS and to deter others from engaging in similar despicable conduct.

82. In addition, to the foregoing remedies, FULLER seeks to impose a civil penalty of \$10,000 against FOUNDATION as provided by Labor Code Section 1102.5(f).

TENTH CAUSE OF ACTION

(CONVERSION)

(By FULLER Against CROSS-DEFENDANTS)

83. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

84. As alleged herein, CROSS-DEFENDANTS intentionally and substantially interfered with PLAINTIFF'S right of possession of her personal property, including a motorcycle, saddles, clothing and other items.

85. FULLER did not consent to CROSS-DEFENDANTS' continued possession of and/or sequestration of her personal property.

3 87. CROSS-DEFENDANTS' conduct as alleged herein was a substantial factor in
4 causing FULLER harm.

5 88. The above-described acts of CROSS-DEFENDANTS were oppressive and
6 malicious, and thus warrant the imposition of exemplary damages in an amount sufficient to punish
7 CROSS-DEFENDANTS and to deter others from engaging in similar despicable conduct.

8 **ELEVENTH CAUSE OF ACTION**
9 **(UNLAWFUL, UNFAIR AND FRAUDULENT BUSINESS PRACTICES IN VIOLATION**
10 **OF BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.*)**
11 **(By FULLER Against CROSS-DEFENDANTS)**

89. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully
set forth herein.

90. The unlawful conduct alleged herein, including, but not limited to, CROSS-
DEFENDANTS': (i) failure to pay straight, minimum and overtime wages in violation of Labor
Code Sections 510, 1194, 1197, 1197.1 and 1189; (ii) failure to reimburse necessary expenses in
violation of Labor Code Section 2802; (iii) and failure to pay premiums for missed meal breaks in
violation of Labor Code Sections 226.7 and 512(a), constitute unlawful activity prohibited by
Business and Professions Code section 17200, *et seq.*, including but not limited to, Sections 17200,
17202, and 17203.

91. CROSS-DEFENDANTS' actions herein alleged likewise constitute unfair, fraudulent and/or deceptive business practices within the meaning of Business and Professions Code section 17200, *et seq.*

92. CROSS-DEFENDANTS has deprived FULLER of money and/or property and
FULLER has suffered injury in fact as the direct and proximate consequence of the unlawful, unfair
and fraudulent conduct alleged herein.

93. Pursuant to section 17203 of the California Business and Professions Code, FULLER seeks an order of this Court enjoining CROSS-DEFENDANTS from continuing to engage in unlawful, unfair, or deceptive business practices and any other act prohibited by law, including those set forth in this Complaint. FULLER also seeks an order requiring CROSS-DEFENDANTS to make full restitution of all moneys wrongfully withheld from FULLER.

TWELFTH CAUSE OF ACTION

(FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CAL.

LABOR CODE SECTIONS 2698, *ET SEQ.*)

(By FULLER Against THE CELEBRITY RANCH FOR CHILDREN)

94. FULLER hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

95. CROSS-DEFENDANTS classified FULLER and numerous other individuals in California as independent contractors. FULLER the other Aggrieved Employees were clearly employees under California law and CROSS-DEFENDANTS' misclassification was willful and part of a pattern and practice. Because CROSS-DEFENDANTS have engaged in a pattern or practice of willful misclassification, CROSS-DEFENDANTS are liable for civil penalties under California Labor Code section 226.8 of between \$10,000 and \$25,000 for each such violation, plus reasonable attorney's fees, recoverable pursuant to California Labor Code section 2698, *et seq.*

96. CROSS-DEFENDANTS have required FULLER and the Aggrieved Employees to work hours qualifying them for significant overtime compensation, but has not paid these employees overtime compensation. As a result, FULLER and the Aggrieved Employees have been denied "the unpaid balance of the full amount of this . . . overtime compensation" as required by California Labor Code section 1194, and CROSS-DEFENDANTS are liable for civil penalties and reasonable attorney's fees pursuant to California Labor Code section 2698, *et seq.*

97. CROSS-DEFENDANTS failed to provide FULLER and the Aggrieved Employees with wage statements that complied with Labor Code Section 226 because, among other things, they failed to furnish wage statements at all, or wage statements containing the information required by

1 Labor Code Section 226(a). In so doing, CROSS-DEFENDANTS have violated California Labor
2 Code section 226 and is liable for civil penalties and attorney's fees pursuant to California Labor
3 Code sections 226.3 and 2698, *et seq.*

4 98. CROSS-DEFENDANTS failed to reimburse or indemnify FULLER and the Aggrieved
5 Employees' necessary expenditures or losses incurred as a direct consequence of the discharge of their
6 duties in service to CROSS-DEFENDANTS as required by California Labor Code section 2802(a).
7 Such expenditures include the furnishing for work purposes of personal vehicles, cellular telephones and
8 other communications devices. CROSS-DEFENDANTS have violated California Labor Code section
9 2802(a) and are liable for civil penalties and attorney's fees pursuant to California Labor Code sections
10 2698, *et seq.*

11 99. Under California Labor Code sections 1199(a) and (c) and 2699.5 *et seq.*, an
12 employer who "requires or causes an employee to work for longer hours than those fixed" or
13 "violates or refuses or neglects to comply with any provision of" the Labor Code regarding
14 employees' wages, hours, and working conditions is subject to PAGA penalties. CROSS-
15 DEFENDANTS have has required FULLER and other Aggrieved Employees to work hours in
16 excess of those permitted under the Labor Code without the required pay. As such CROSS-
17 DEFENDANTS are liable for civil penalties and attorney's fees pursuant to California Labor Code
18 sections 2698, *et seq.*

19 100. CROSS-DEFENDANTS have, among other things, failed to: (1) maintain a policy that
20 provides FULLER and the Aggrieved Employees with off-duty meal periods as required by California
21 law; (2) provide FULLER and the Aggrieved Employees with a reasonable opportunity to take their
22 meal periods at the appropriate times; and (3) failed to pay FULLER and the Aggrieved Employees an
23 additional hour of pay at their regular rate of pay for each missed or late meal period. Among other
24 things, FULLER and Aggrieved Employees were regularly not provided required meal periods or
25 required to take untimely, interrupted, or non-duty-free meal periods without receiving an additional
26 hour of pay at their regular rate of for each such meal period. As a result of CROSS-DEFENDANTS'

1 violations of California Labor Code sections 226.7, 226.7(b), and 512, CROSS-DEFENDANTS are
2 liable for civil penalties pursuant to California Labor Code sections 558 and 2698 *et seq.*

3 101. CROSS-DEFENDANTS have, among other things, failed to: (1) maintain a policy that
4 provides Plaintiff and the Aggrieved Employees with off-duty rest periods as required by California law;
5 (2) provide FULLER and the Aggrieved Employees with a reasonable opportunity to take their rest
6 periods at the appropriate times; and (3) failed to pay FULLER and the Aggrieved Employees an
7 additional hour of pay at their regular rate of pay for each missed or late rest period. Among other things,
8 FULLER and the Aggrieved Employees were regularly not provided required meal periods or required
9 to take untimely, interrupted, or non-duty free rest periods without receiving an additional hour of pay
10 at their regular rate of for each such rest period. As a result of CROSS-DEFENDANTS' violations of
11 California Labor Code sections 226.7, 226.7(b), and 512, CROSS-DEFENDANTS' are liable for civil
12 penalties pursuant to California Labor Code sections 558 and 2698 *et seq.*

13 102. CROSS-DEFENDANTS have violated California Labor Code sections 201 and 202 by
14 willfully failing to pay all compensation due and owing to FULLER and other Aggrieved Employees at
15 the time employment was terminated. CROSS-DEFENDANTS willfully failed to pay Aggrieved
16 Employees no longer employed by them all compensation due upon termination of employment as
17 required under California Labor Code sections 201 and 202. Pursuant to sections 203 and 256 of the
18 Labor Code, affected Aggrieved Employees are now entitled to recover up to thirty (30) days of wages
19 due to CROSS-DEFENDANTS' willful failure to comply with the statutory requirements of sections
20 201 and 202 of the Labor Code. In addition, because CROSS-DEFENDANTS violated California
21 Labor Code sections 201, 202, and 203, CROSS-DEFENDANTS are liable for civil penalties pursuant
22 to California Labor Code section 2698 *et seq.*

23 103. The California Labor Code mandates that Employer keep proper records reflecting the
24 regular hours and overtime hours worked, among other records. , CROSS-DEFENDANTS failed to
25 keep proper records that reflected the regular and overtime hours worked. These actions violated Labor
26 Code sections 223, 226, 1174 and 1175. Accordingly, CROSS-DEFENDANTS' are liable for civil
27 penalties pursuant to California Labor Code sections 2698 *et seq.*

1 104. On March 31, 2022, FULLER submitted a notice of the above-described violations of
2 the California Labor Code to the Labor Workforce Development Agency (“LWDA”) as provided by
3 California Labor Code Section 2699.3. A copy of that notice was provided to The Celebrity Ranch for
4 Children by Certified United States Mail to through its registered agent for service of process, together
5 with its counsel of record in this action. Concurrent with submitting her Section 2699.3 notice to the
6 LWDA, FULLER tendered the requisite filing fee of \$75.00. A copy of FULLER’S Section 2699.3
7 notice is attached hereto as **Exhibit B**.

8 105. To the extent any of the violations set forth herein and/or in FULLER’S Section 2699.3
9 notice are curable, any time limit on the opportunity to cure has elapsed. At least 65 days have elapsed
10 since FULLER submitted and served her Section 2699.3 notice and the LWDA has not responded in any
11 way, including by providing notice of its intent to investigate DEFENDANTS’ violations of California
12 labor law.

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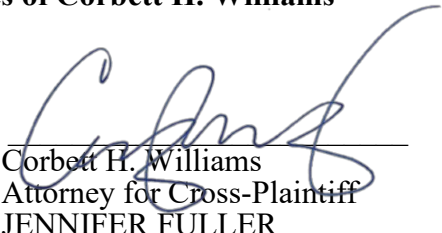
PRAYER FOR RELIEF

WHEREFORE, FULLER prays for an award against CROSS-DEFENDANTS as follows:

1. For monetary damages in an amount according to proof, but in excess of the minimum jurisdiction of this court,
2. For reasonable attorney's fees pursuant to the Fair Employment and Housing Act, Govt. Code Sections 12940, *et seq.*, California Labor Code Sections 218.5, 2802, 1102.5 and/or any other provision of law providing for such;
3. For punitive and exemplary damages;
4. For civil penalties as provided under the PAGA, California Labor Code Sections 2698, *et seq.*, together with costs and reasonable attorney's fees;
5. For all costs and disbursements incurred in this suit;
6. For interest as allowed by law; and
7. All other relief the Court deems proper and appropriate.

Dated: June 6, 2022

Law Offices of Corbett H. Williams

By: 

Corbett H. Williams
Attorney for Cross-Plaintiff
JENNIFER FULLER

EXHIBIT A



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

April 14, 2022

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202204-16715614
Right to Sue: Fuller / Farah 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
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

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

April 14, 2022

Jennifer Fuller
18645 Wood Road
Perris, CA 92570

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202204-16715614
Right to Sue: Fuller / Farah et al.

Dear Jennifer Fuller:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective April 14, 2022 because an immediate Right to Sue notice was requested.

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

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



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758

(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711

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

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

Sincerely,

Department of Fair Employment and Housing

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

In the Matter of the Complaint of

Jennifer Fuller

DFEH No. 202204-16715614

Complainant,

vs.

Michael Farah
511 E BALBOA BLVD.
NEWPORT BEACH, CA 92661

THE CELEBRITY FOUNDATION FOR CHILDREN
39375 San Ignacio Road
Hemet, CA 92544

Respondents

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

2. Complainant is naming **THE CELEBRITY FOUNDATION FOR CHILDREN** business as Co-Respondent(s).

3. Complainant **Jennifer Fuller**, resides in the City of **Perris**, State of **CA**.

4. Complainant alleges that on or about **May 31, 2021**, respondent took the following adverse actions:

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

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

Additional Complaint Details: Complainant suffered sexual harassment by Michael Farah and was terminated from her position because she reported harassment suffered by another female employee to Mr. Farah.

1 VERIFICATION

2 I, **Corbett Williams**, 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 April 14, 2022, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Laguna Hills, California**
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EXHIBIT B

March 31, 2022

Via Electronic Submission

California Labor & Workforce
Development Agency
PAGAfilings@dir.ca.gov

Re: PAGA Notice Pursuant to California Labor Code § 2699: Michael Farah &
The Celebrity Foundation for Children

Dear Sir or Madam:

Please be advised that Jennifer Fuller (“Plaintiff”) has retained the Law Offices of Corbett H. Williams to represent her and other aggrieved employees for wage and hour claims against her former employer, Michael Farah & The Celebrity Ranch Foundation for Children (“Employer”). This notice is being provided via electronic submission to the California Labor and Workforce Development Agency (“LWDA”) and Employer both directly, thorough the registered agent on file with the California Secretary of State and through Employer’s counsel.

Plaintiff requests that the LWDA regard this Notice as written notice of her intent to seek civil penalties against Employer. The specific provisions of the California Labor Code that Employer has violated requiring this notice include, but are not limited to, California Labor Code Sections 226.8, 1194, 2802, 1199, 226.7, 226.7(b), 512, 558, 201, 202, 203, 223, 226, 1174 and 1175.

Employer

Employer and its managing agents operate or otherwise manage a purported non-profit ranch to benefit children. In reality, the ranch property is leveraged as a tax shelter for Michael Farah and enables him to entertain personal friends and market his money management practice, host polo teams and engage in other recreational activities while enjoying the protections of tax-exempt status.

As part of this tax evasion scheme, Employer maintains a cadre of at least 10 supposed “independent contractors” who manage and operate the ranch, organize events to take place there, care for animals, facilities, etc. All such individuals are plainly employees under California law and Employer’s classification of such employees as independent contractors is willful and part of an ongoing pattern and practice. Employer exercises a high level of control over these employees, none of whom meet the “ABC” test for independent contractor. Employer also tracks hours worked by these employees, but fails to pay overtime wages for hours worked in excess of 8 hours per day and 40 hours per week. Employer also fails to furnish wage statements, provide meal or rest breaks or pay premiums for missed meal and rest breaks. Employer also fails to withhold any amount from employees, pays no employer-side taxes, fails to provide workers compensation insurance and fails to pay unemployment insurance premiums.

Employer has violated or caused to be violated several Labor Code provisions and is therefore liable for civil penalties under California Labor Code § 2698, *et seq.* We respectfully request that your agency investigate the claims alleged against them herein. This letter will serve as notice of these allegations pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2699.3.

Plaintiff and Aggrieved Employees

Employer employed Plaintiff as “ranch manager” and treated Plaintiff as an employee as part of its pattern and practice of misclassification and tax evasion. Employer terminated Plaintiff after she complained that another female employee had been the subject of sexual harassment at private party that occurred at the ranch property. Plaintiff herself was the victim of sexual harassment at the hands of Mr. Farah. Employer uses an array of similarly misclassified employees to carry out the same or similar functions as Plaintiff (collectively, “Aggrieved Employees”).

At all relevant times, Plaintiff was an aggrieved employee as defined in Labor Code section 2699(c) as: “any person who was employed by the alleged violator and against whom one or more violations was committed.” Plaintiff seeks recovery for the Labor Code violations set forth herein on behalf of themselves and other current and former employees, including, but not limited to: all employees who worked for Employer in the State of California within one year and who were subject to the same or similar Labor Code and/or Wage Order violations as Plaintiff. Plaintiff believes and thereon alleges that Employer employs scores of similarly situated employees in California at any given time.

Labor Code Violations

Willful Misclassification of Employees as Independent Contractors

Employer classified Plaintiff and numerous other individuals in California as independent contractors. Plaintiff the other Aggrieved Employees were clearly employees under California law and Employer’s misclassification was willful and part of a pattern and practice. Because Employer has engaged in a pattern or practice of willful misclassification,

Employer is liable for civil penalties under California Labor Code section 226.8 of between \$10,000 and \$25,000 for each such violation, plus attorney's fees.

Unlawful Failure to Pay Overtime Compensation

As described above, Employer has required Plaintiff and the Aggrieved Employees to work hours qualifying them for significant overtime compensation, but has not paid these employees overtime compensation. As a result, Plaintiff and the Aggrieved Employees have been denied “the unpaid balance of the full amount of this . . . overtime compensation” as required by California Labor Code section 1194, and Employer is liable for civil penalties pursuant to California Labor Code section 2698 *et seq.*

Unlawful Failure to Furnish Accurate Wage Statements

Employer failed to provide Plaintiff and the Aggrieved Employees with wage statements that complied with Labor Code Section 226 because, among other things, they failed to furnish wage statements containing the information required by Labor Code Section 226(a). In so doing, Employer has violated California Labor Code section 226 and is liable for civil penalties pursuant to California Labor Code sections 226.3 and 2698 *et seq.*

Unlawful Failure to Indemnify Necessary Expenditures

Employer failed to reimburse or indemnify Plaintiff and the Aggrieved Employees' necessary expenditures or losses incurred as a direct consequence of the discharge of their duties in service to Employer as required by California Labor Code section 2802(a). Such expenditures include the furnishing for work purposes of personal vehicles, cellular telephones and other communications devices.

Employer has violated California Labor Code section 2802(a) and is liable for civil penalties pursuant to California Labor Code sections 2698 *et seq.*

Unlawful Violation of California Labor Code § 1199

Under California Labor Code sections 1199(a) and (c) and 2699.5 *et seq.*, an employer who “requires or causes an employee to work for longer hours than those fixed” or “violates or refuses or neglects to comply with any provision of” the Labor Code regarding employees' wages, hours, and working conditions is subject to PAGA penalties. Employer has violated the Labor Code in various ways set forth herein.

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

Employer has, among other things, failed to: (1) maintain a policy that provides Plaintiff and the Aggrieved Employees with off-duty meal periods as required by California law; (2) provide Plaintiff and the Aggrieved Employees with a reasonable opportunity to take their meal periods at the appropriate times; and (3) failed to pay Plaintiff and the Aggrieved Employees an additional hour of pay at their regular rate of pay for each missed or late meal period. Among other things, Plaintiff and Aggrieved Employees were regularly

not provided required meal periods or required to take untimely, interrupted, or non-duty free meal periods without receiving an additional hour of pay at their regular rate of for each such meal period. As a result of Employer's violations of California Labor Code sections 226.7, 226.7(b), and 512, Employer is liable for civil penalties pursuant to California Labor Code sections 558 and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

Employer has, among other things, failed to: (1) maintain a policy that provides Plaintiff and the Aggrieved Employees with off-duty rest periods as required by California law; (2) provide Plaintiff and the Aggrieved Employees with a reasonable opportunity to take their rest periods at the appropriate times; and (3) failed to pay Plaintiff and the Aggrieved Employees an additional hour of pay at their regular rate of pay for each missed or late rest period. Among other things, Plaintiff and the Aggrieved Employees were regularly not provided required meal periods or required to take untimely, interrupted, or non-duty free rest periods without receiving an additional hour of pay at their regular rate of for each such rest period. As a result of Employer's violations of California Labor Code sections 226.7, 226.7(b), and 512, Employer is liable for civil penalties pursuant to California Labor Code sections 558 and 2698 *et seq.*

Unlawful Failure to Pay Wages Due Upon Termination

Employer has violated California Labor Code sections 201 and 202 by willfully failing to pay all compensation due and owing to Plaintiff and other Aggrieved Employees at the time employment was terminated. Employer willfully failed to pay Aggrieved Employees no longer employed by them all compensation due upon termination of employment as required under California Labor Code sections 201 and 202. Pursuant to sections 203 and 256 of the Labor Code, affected Aggrieved Employees are now entitled to recover up to thirty (30) days of wages due to Employer's willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. In addition, because Employer violated California Labor Code sections 201, 202, and 203, Employer is liable for civil penalties pursuant to California Labor Code section 2698 *et seq.*

Failure to Maintain Proper Records

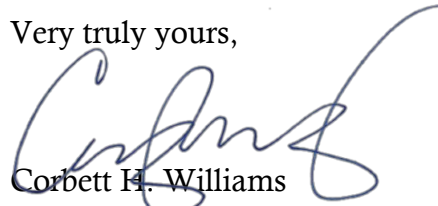
The California Labor Code mandates that Employer keep proper records reflecting the regular hours and overtime hours worked, among other records. Employer failed to keep proper records that reflected the regular and overtime hours worked, together with applicable piece rate amounts. These actions violated Labor Code sections 223, 226, 1174 and 1175.

Conclusion

Employer has violated or caused to be violated a number of California wage and hour laws. Plaintiff requests that the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's notice provision.

Alternatively, Plaintiff requests the agency inform her if it does not intend to investigate these violations so that he may include claims in her lawsuit for the violations discussed in this letter.

Very truly yours,



Corbett H. Williams
Law Offices of Corbett H. Williams

cc via U.S. Certified Mail:

Michael Farah
511 E Balboa Blvd.
Newport Beach, CA 92661

Michael Farah as Registered Agent for
The Celebrity Ranch Foundation for Children
511 E. Balboa Blvd.
Newport Beach, CA 92661

Edward Susolik
Scott Nelson
Callahan & Blaine
3 Hutton Centre Drive, Ninth Fl.
Santa Ana, CA 92707

David N. Sharifi
11620 Wilshire Blvd., 9th Fl.
Los Angeles, CA 90025

CERTIFICATE OF SERVICE

I, Corbett H. Williams, declare as follows:

I am employed in the County of Orange, State of California; I am over the age of eighteen years and am not a party to this action; my business address is 24422 Avenida de la Carlota, Suite 370, Laguna Hills, California, 92653, in said County and State. On **June 6, 2022**, I served the following document(s):

FIRST AMENDED CROSS-COMPLAINT

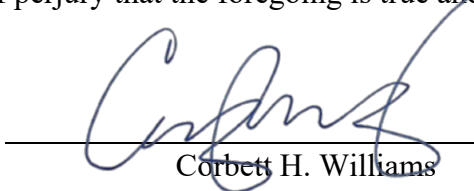
on the following parties: Attorney for Plaintiff and Cross-Defendants

Edward Susolik
David C. Palmer
CALLAHAN & BLAINE, APLC
3 Hutton Centre Drive, Ninth Floor
Santa Ana, California 92707
dpalmer@callahan-law.com
es@callahan-law.com

by the following means of service:

- ☐ **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above, on the above-mentioned date. I am familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE:** I emailed a true copy of this document to a messenger with instructions to personally deliver it to each person[s] named at the address[es] shown before 5:00 p.m. on the above-mentioned date.
- ☐ **BY OVERNIGHT SERVICE:** On the above-mentioned date, I placed a true copy of the above mentioned document(s), together with an unsigned copy of this declaration, in a sealed envelope or package designated by Federal Express with delivery fees paid or provided for, addressed to the person(s) as indicated above and deposited same in a box or other facility regularly maintained by Federal Express or delivered same to an authorized courier or driver authorized by Federal Express to receive documents.
- ☒ **BY ELECTRONIC SERVICE: BY ELECTRONIC SERVICE:** I caused a true copy of the above-mentioned document(s) to be served electronically through the electronic service platform of Janney & Janney Legal Support Service, to the email address(es) listed above, which is/are the email address listed in the Janney & Janney web portal for this case.
- ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- ☐ **(FEDERAL)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on **June 6, 2022**.


Corbett H. Williams