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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JULIE GONZALEZ,

Plaintiff,

vs.

NURSING CORPS, INC.; CLAYCO
CONSTRUCTION COMPANY, INC.; and
DOES 1 to 25, inclusive,

Defendants.

CASE NO.: **23STCV04978**

COMPLAINT FOR DAMAGES FOR:

**1) FAILURE TO COMPENSATE FOR
ALL HOURS WORKED;**

**2) FAILURE TO PAY MINIMUM
WAGES;**

3) FAILURE TO PAY OVERTIME;

**4) FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS;**

**5) FAILURE TO PAY WAGES OWED
EVERY PAY PERIOD;**

6) FAILURE TO GIVE REST BREAKS

7) FAILURE TO GIVE MEAL BREAKS

**8) FAILURE TO REIMBURSE FOR
BUSINESS EXPENSES;**

**9) PRIVATE ATTORNEYS GENERAL
ACT ("PAGA");**

**10) SEXUAL HARASSMENT IN
VIOLATION OF FAIR**

**EMPLOYMENT AND HOUSING
ACT ("FEHA");**

**11) RETALIATION IN VIOLATION OF
FEHA;**

**12) FAILURE TO PREVENT
HARASSMENT AND RETALIATION
IN VIOLATION OF FEHA;**

**13) RETALIATION IN VIOLATION OF
LABOR CODE SECTION 1102.5;**

**14) NEGLIGENT RETENTION AND
SUPERVISION;**

**15) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**

1) **16) INTENTIONAL INFLICTION OF**
2) **EMOTIONAL DISTRESS;**
3) **17) NEGLIGENT INFLICTION OF**
4) **EMOTIONAL DISTRESS;**
5) **18) VIOLATION OF CALIFORNIA**
6) **BUSINESS AND PROFESSIONS**
7) **CODE SECTION 17200**
8) **DEMAND FOR JURY TRIAL**
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COMES NOW Plaintiff, JULIE GONZALEZ (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants NURSING CORPS, INC.; CLAYCO CONSTRUCTION COMPANY, INC.; and DOES 1 to 25, inclusive, do business in the County of Los Angeles. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant NURSING CORPS, INC. (“NCI”) is a California Corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant CLAYCO CONSTRUCTION COMPANY, INC. (“CLAYCO”) is a Missouri Corporation, doing business in Los Angeles County at 8590 National Blvd., Culver City, CA 90232. Plaintiff alleges that Defendants NURSING CORPS, INC. and CLAYCO CONSTRUCTION COMPANY, INC. are “joint employers” in that they both controlled Plaintiff’s wages, hours, and/or working conditions. Defendants NURSING CORPS, INC. and CLAYCO CONSTRUCTION COMPANY, INC. are collectively referred to herein as “Defendant(s)” (unless otherwise noted) or “NURSING CORPS”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and under the authority of their agency, employment, or representative capacity, with the consent of his/her codefendants.

GENERAL ALLEGATIONS

7. Plaintiff employment as a nurse with NURSING CORPS ended on or around March 2022. During her tenure, Plaintiff was classified as an hourly, non-exempt employee. Plaintiff's last hourly rate of pay was \$32.00 per hour.

8. It is Plaintiff's position that NURSING CORPS has violated numerous Labor Code Sections against Plaintiff and other similarly situated aggrieved employees.

9. NURSING CORPS did not provide Plaintiff and other similarly situated aggrieved employees with the minimum wages to which they were entitled for work performed and as such did not compensate Plaintiff and others for all hours worked at the minimum wage rate pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because the company seemingly did not have a formal timekeeping system and would manually record hours, thus causing rounding issues, “time shaving”, and inaccurate hours recorded. As such,

1 Plaintiff and others were also not paid for all hours worked in violation of Labor Code Section
2 1194 and the applicable Industrial Welfare Commission Wage Order due to NURSING
3 CORPS rounding down the actual hours worked as a part of their business practice, which
4 disproportionately affected the employees and resulted in less working hours and less pay.
5 Moreover, to the extent that NURSING CORPS deducted alleged time for meal breaks from
6 the timesheets, this would also be a minimum wage violation since employees such as Plaintiff
7 and others did not always receive timely, uninterrupted thirty-minute meal periods wherein
8 they were relieved of all work duties. In addition, an analysis of Plaintiff's time records reveals
9 that Plaintiff worked a double shift on some occasions and in the same 24-hour period,
10 however, Plaintiff did not receive the appropriate split shift premium.

12 10. Due to the "off the clock" work as alleged above, NURSING CORPS violated Labor
13 Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees
14 overtime, even though they worked more than 8 hours per day, 12 hours per day and/or 40
15 hours per week throughout their employment. Plaintiff's and others' actual work hours entitled
16 them to overtime compensation (both daily and weekly), especially due to the "off the clock"
17 as described above, however, they were not correctly and accurately paid for their overtime
18 hours worked. In addition, and to the extent that Plaintiff worked multiple shifts in the same
19 24-hour period, Plaintiff was not accurately compensated for her overtime hours.

21 11. NURSING CORPS also violated Labor Code § 226.7 and the applicable Industrial
22 Welfare Commission Wage Order (no. 4/16) because it failed to provide Plaintiff and others
23 with 10-minute rest periods for every four hours of work, or majority portion thereof,
24 throughout their employment. NURSING CORPS did not completely relieve Plaintiff and
25 others of all duty during said rest periods. NURSING CORPS did not pay to Plaintiff and
26 others one additional hour of pay at Plaintiff's regular rate of compensation for each workday
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1 that one or more statutory rest periods was not provided. It was not company policy and not
2 part of the company culture for employees such as Plaintiff and others to take rest breaks. As
3 such, the culture and work environment at NURSING CORPS did not lend itself to the
4 employees receiving statutory breaks wherein they were relieved of all work duties. It was the
5 normal practice and custom of NURSING CORPS not to authorize, permit, and enforce
6 statutory rest periods.

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8 12. NURSING CORPS violated Labor Code §§ 512 and 226.7 along with the applicable
9 Industrial Welfare Commission Wage Order (no. 4/16) because it failed to provide Plaintiff
10 and others the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work
11 throughout their employment. NURSING CORPS did not completely relieve Plaintiff and
12 others of all duty during said meal periods. NURSING CORPS did not pay to Plaintiff and
13 others one additional hour of pay at Plaintiff's regular rate of compensation for each workday
14 that one or more statutory meal periods was not provided. Plaintiff and others did not
15 consistently receive timely, uninterrupted meal periods before the 5th hour worked wherein
16 they were relieved of all work duties. Additionally, per Plaintiff's time records, there was never
17 an indication by NURSING CORPS of WHEN alleged meal breaks were taken. As such the
18 faulty and inaccurate record keeping by NURSING CORPS violates California law, especially
19 as it relates to recording meal break times. Moreover, Plaintiff and others also did not receive a
20 second, timely, uninterrupted meal period if they worked shifts of 10 hours or more. As such, it
21 was the normal practice and custom of NURSING CORPS not to authorize, permit, and
22 enforce statutory meal periods. As such, the work environment and culture at NURSING
23 CORPS was not conducive to receiving statutory meal breaks under California law.

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26 13. Furthermore, during the relevant time period and due to the labor code violations cited
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1 above, NURSING CORPS failed to pay Plaintiff and others all wages due to them within any
2 time period specified by California Labor Code section 204. NURSING CORPS was also in
3 violation of California Labor Code section 226(a), by failing to include pertinent information
4 on the wage statements, including but not limited to, all hours worked (minimum wages and
5 overtime due to the “off the clock” work), gross wages earned, net wages earned, total pay, the
6 correct legal name and address of the employing entity, the correct start and end of the pay
7 period, all applicable hourly rates, itemized deductions, and premium pay for the missed meal
8 and rest breaks per the new 2022 decision in Naranjo v. Spectrum Security Services, Inc., case
9 no. S258966, and business expense reimbursement, among others. As such, NURSING
10 CORPS did not provide Plaintiff and other similarly situated aggrieved employees with
11 complete, accurate itemized wage statements.
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13 14. During the relevant time period, NURSING CORPS also failed to keep accurate and
14 complete payroll records showing the actual hours worked per day, including the start and end
15 of any alleged meal periods along with the wages paid to Plaintiff and others pursuant to
16 California Labor Code sections 1174(d).
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18 15. NURSING CORPS also violated Labor Code § 203 because it willfully failed to pay
19 Plaintiff and other similarly situated aggrieved employees earned and due wages upon
20 separation of employment, either immediately upon involuntary termination, or within 72
21 hours of resignation. These earned but unpaid wages include minimum wages, overtime
22 compensation, and premium pay for missed meal and rest breaks.
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24 16. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
25 business-related expenses and costs that were not reimbursed by NURSING CORPS. These
26 costs include, but are not limited to, use of personal cell phones for work purposes as well as
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1 uniforms and equipment to effectuate her job duties. Accordingly, NURSING CORPS was in
2 violation of California Labor Code sections 2800 and 2802.

3 17. Moreover, NURSING CORPS failed to provide sick pay pursuant to Labor Code
4 section 233 and 246 and also failed to provide Worker's Compensation coverage for Plaintiff
5 and other aggrieved employees in violation of Labor Code Section 3700.5.

6 18. During Plaintiff's employment tenure, Plaintiff was consistently sexually harassed by
7 "Victor", who was a screener and worked for NCI. Victor would harass Plaintiff on a daily
8 basis, which would include comments about Plaintiff's physical appearance, including stating
9 that Plaintiff looked nice and was hiding all of that "good stuff" underneath her clothes. Victor
10 would consistently refer to Plaintiff as the short nurse with the "big ass" and would even get
11 other CLAYCO employees to hit on Plaintiff. Victor would also consistently show Plaintiff
12 photos of nude women on his cell phone, including his girlfriend at one point, and would
13 discuss his sexual life and that he would engage in sexual acts with the nude women in this
14 photos. One day, after Plaintiff had reached her boiling point with the sexual harassment,
15 Plaintiff broke down to one of the other nurses, Claudia, and expressed to her what was going
16 on at the workplace. Claudia initially reported Plaintiff's complaints to NCI, who apparently
17 terminated Victor's employment. Plaintiff also complained to NCI about Victor's sexually
18 harassing behavior. As such, it is clear that NCI and their client, CLAYCO, were both aware
19 that employee "Victor" had sexually harassed Plaintiff and that Plaintiff had in fact complained
20 about Victor's behavior to NCI. Despite Plaintiff's complaints, Victor was brought BACK to
21 work alongside Plaintiff on or around December 2021 or January 2022 because CLAYCO, and
22 specifically superintendent "Arnest", wanted Victor back on the site despite being aware of
23 Plaintiff's complaints. In fact, after Victor returned, he kept sexually harassing Plaintiff.
24 NURSING CORPS obliged in bringing Victor back because they apparently value
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profits over people. Plaintiff was told by her boss, “Mindy”, that they had to bring Victor back because CLAYCO was their client and NCI had to satisfy its clients before anything and that Plaintiff had no say in the matter. Furthermore, and if that was not bad enough, Plaintiff’s works hours were cut after her complaints regarding Victor (considered an adverse employment action in itself) and she was then terminated because Plaintiff allegedly tried to cheat hours on her timesheet, which was a pretext and completely retaliatory in nature. Prior to filing this action, Plaintiff timely exhausted administrative remedies by timely filing an administrative complaint with the Department of Fair Employment and Housing (“DFEH”) and receiving a DFEH right to sue letter.

FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

(California Industrial Welfare Commission Order 4-2001/16-2001, California Code of Regulations Title 8 Section 11040/11160, and California Labor Code Section 1198)

(Plaintiff against all named defendants and all DOE defendants)

19. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

20. At all times relevant herein, Defendants were required to compensate its employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001/16-2001, California Code of Regulations, Title 8, Section 11040/11160.

21. For the three (3) years preceding filing of this action, Defendants failed to compensate Plaintiff for all hours worked.

22. Under the aforementioned wage order and regulations, Plaintiff is to recover compensation for all hours worked but not paid by Defendants for the three (3) years preceding the filing of this Complaint.

1 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
2 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
3 this Court.

4 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
5 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
6 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
7 reasonable attorney's fees and costs of suit.

8 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
9 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
10 amount known to Plaintiff once she has obtained all of her payroll records from
11 Defendants.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES**

14 **(California Labor Code Sections 1771, 1774, 1194, 1194.2, 1197)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

18 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
19 to suffer or permit a California employee to work without paying wages at the minimum wage
20 rate for all hours worked as required by the applicable Industrial Welfare Commission
21 (hereinafter "IWC") Wage Order No. 4-2001/16-2001, codified at California Code of
22 Regulations, Title 8, Section 11040/11160, subdivision 4.

23 28. Pursuant to IWC Wage Order no. 4-2001 and/or 16-2001, subdivision 2, at all
24 relevant times, "hours worked" included "the time during which an employee is subject to the
25 control of an employer, and includes all the time the employee is suffered or permitted to work,
26 whether or not required to do so..."

27 29. During her employment, Plaintiff was regularly required as a matter of uniform
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1 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
2 was paid less than the minimum wage rate by Defendants for hours worked in violation of
3 California Labor Code Section 1197 and the applicable California Industrial Wage
4 Commission wage order(s).

5 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
6 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
7 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
8 to believe that their acts or omissions were not contrary to California law.

9 31. For all hours worked by Plaintiff for which she was paid less than the minimum wage
10 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
11 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
12 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
13 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

14 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME**

19 **(California Industrial Welfare Commission Order 4-2001/16-2001, California Code of
20 Regulations Title 8 Section 11040/11160)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein. This
24 cause of action is brought by Plaintiff against all Defendants jointly and individually.

25 34. Pursuant to Industrial Welfare Commission Orders No. 4-2001/16-2001, California
26 Code of Regulations, Title 8, Section 11040/11160, for the period of Plaintiff's employment,
27 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
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1 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
2 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
3 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
4 consecutive work day in a week.

5 35. Plaintiff was a non-exempt employee entitled to the protections of the California
6 Industrial Welfare Commission Order No. 4-2001/16-2001, California Code of Regulations,
7 Title 8, Section 11040/11160.

8 36. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
9 single workweek on numerous occasions.

10 37. Plaintiff worked more than twelve (12) hours in a single workday.

11 38. Plaintiff was entitled to the above overtime premiums.

12 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
13 Plaintiff's correct regular rate of pay for hours worked past eight (8) in a day.

14 40. Defendants did not pay Plaintiff premium wages of at least one and one-half times
15 Plaintiff's correct regular rate of pay for hours worked past forty (40) in a week.

16 41. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's correct
17 regular rate of pay for hours worked past twelve (12) in a day.

18 42. Plaintiff worked at least one pay period in which she was not properly paid the correct
19 amount of overtime within the three (3) years prior to the initiation of this lawsuit.

20 43. Defendants know or should know the actual dates of overtime worked, the amount of
21 overtime worked, and the amount of unpaid overtime due.

22 44. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
23 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
24 Court.

25 45. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
26 Regulations, Title 8, Section 11040/11160, Plaintiff is entitled to recover damages for the
27 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
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1 reasonable attorney's fees and costs of suit.

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3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

5 **(California Labor Code Section 226)**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7 46. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 45, inclusive, of this Complaint as though fully set forth herein. This
9 cause of action is brought by Plaintiff against all Defendants jointly and individually.

10 47. Labor Code section 226(a) requires employers provide employees with itemized wage
11 statements.

12 48. Labor Code section 226(a)(2) requires pay stubs accurately account for hours worked
13 and the applicable hourly rates.

14 49. Labor Code section 226(a)(9) requires pay stubs to accurately reflect all applicable
15 hourly rates in effect during the pay period and the corresponding number of hours worked at
16 each hourly rate.

17 50. Pursuant to California Labor Code Section 226, every employer must furnish each
18 employee an itemized statement of wages and deductions at the time of payment of wages.

19 51. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
20 that accurately reflected all information required by Labor Code Section 226, including but not
21 limited to, gross wages earned, net wages earned, total hours worked by the employee, all
22 deductions, overtime hours and pay, premium pay for rest break and meal break violations, and
23 business expense reimbursement, among others. Therefore, Defendants failed to maintain and
24 provide accurate itemized wage statements to Plaintiff in accordance with California Labor
25 Code Section 226(a).
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27 52. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
28 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation

occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to the 3-year period immediately preceding the date this lawsuit was filed.

53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs and attorney's fees pursuant to statute.

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

54. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein. This cause of action is brought by Plaintiff against all Defendants jointly and individually.

55. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

56. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

57. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff the minimum wage for all hours worked, not paying Plaintiff for all overtime hours worked, and not compensating Plaintiff with premium pay for missed rest and meal breaks.

58. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an

1 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
2 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
3 from Defendants' records or indirectly based on information from Defendants' records.

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5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO GIVE REST BREAKS**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein. This
10 cause of action is brought by Plaintiff against all Defendants jointly and individually.

11 60. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 12 a. Title 8 of the California Code of Regulations Section 11040(12)(A)/11160(11)(A),
13 which provides that every employer shall authorize and permit all employees to
14 take rest periods, which insofar as practicable shall be in the middle of each work
15 period. The authorized rest period time shall be based on the total hours worked
16 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
17 thereof;
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19 b. Title 8 of the California Code of Regulations Section 11040(12)(B)/11160(11)(B),
20 which provides that if an employer fails to provide an employee a rest period in
21 accordance with the applicable provisions of this order, the employer shall pay the
22 employee one (1) hour of pay at employee's regular rate of compensation for each
23 workday that the rest period is not provided;
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25 c. Title 8 of the California Code of Regulations section 11040(20)(A)/11160(18)(A),
26 which penalizes the employer \$50.00 for each initial violation, per employee, of any
27 provision of the Wage Order, and \$100.00 for each additional violation thereafter
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per employee; and

- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

61. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

62. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs, in an amount to be proven at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

63. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

64. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

65. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 1 a. California Labor Code section 512(a), which requires that employees be given a 30-
2 minute uninterrupted meal break after five (5) hours of work, and a second
3 uninterrupted meal break after ten (10) hours of work;
- 4 b. California Labor Code section 226.7, which states that (a) no employer shall require
5 any employee to work during any meal period mandated by an applicable order of
6 the Industrial Welfare Commission, and (b) if any employer fails to provide an
7 employee a meal period in accordance with an applicable order of the Industrial
8 Welfare Commission, the employer shall pay the employee one (1) additional hour
9 of pay at the employee's regular rate of compensation for each workday that the
10 meal period is not provided;
- 11 c. California Industrial Welfare Commission Order No. 4 and/or 16 section
12 11(B)/10(B), as codified under Title 8 of the California Code of Regulations
13 Section 11040 and/or 11160, which state that if an employer fails to provide an
14 employee a meal period in accordance with the applicable provisions of the Wage
15 Order, the employer shall pay the employee one (1) hour of pay at the employee's
16 regular rate of compensation for each workday that the meal period is not provided;
- 17 d. California Industrial Welfare Commission Wage Order No. 4 and/or 16 Section
18 7(A)(3)/6(A)(3), as codified under Title 8 of the California Code of Regulations
19 Section 11040 and/or 11160, which require an employer to maintain records
20 documenting its employees' meal periods;
- 21 e. California Industrial Welfare Commission wage order No. 4 and/or 16 Section
22 20(A)/18(A), as codified under California Code of Regulations Section 11040
23 and/or 11160, which penalizes the employer \$50.00 for each initial violation, per
24 employee, of any provision of the Wage Order, and \$100.00 for each additional
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violation thereafter per employee; and

- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4 and/or 16) as enforceable law.

66. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 4 and/or 7, as codified under California Code of Regulations Sections 11040 and/or 11070 et. seq., require that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11040 and/or 11160 require that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

67. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

68. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

69. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

3 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

4 70. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 69, inclusive, of this Complaint as thought fully set forth herein.

6 71. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
7 employee for all necessary expenditures or losses incurred by the employee in direct
8 consequence of the discharge of his or her duties.”

9 72. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
10 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
11 of completing her job duties, which were not reimbursed by Defendants. These expenses
12 include, but are not limited to, use of personal cell phones for work purposes as well as
13 uniforms and equipment to effectuate her job duties.

14 73. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
15 and attorney’s fees and costs, under Labor Code section 2802.

16 **NINTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
19 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5,**
20 **1194, 1194.2, 1197, 1198, 2802, 3700.5)**

21 **(Against All Named Defendants and all DOE Defendants)**

22 74. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

24 75. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
25 Defendants of the specific violations of the California Labor Code that Defendants and DOE
26 defendants have violated and continue to violate.

27 76. Pursuant to California Labor code section 2699.3, no response was received from the
28 LWDA within 65 days of the postmark date of the above-alleged letter.

1 77. Plaintiff therefore has exhausted all administrative remedies required of her under
2 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
3 cause of action and pursue penalties in a representative action for Defendants' violations of the
4 Labor Code.

5 78. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
6 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
7 departments, divisions, commissions, boards, agencies, or employees for violation of the code
8 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
9 on behalf of himself or herself and other current or former employees pursuant to the
10 procedures specified in California Labor Code section 2699.3.

11 79. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
12 violators and had one or more of the alleged violations committed against her, and therefore is
13 properly suited to represent the interests of other current and former hourly, non-exempt
14 employees who worked for NCI and CLAYCO in the State of California during the relevant
15 time period.

16 80. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
17 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
18 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

19 81. Plaintiff therefore has exhausted all administrative remedies required of her under
20 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
21 cause of action and pursue penalties in a representative action for Defendants' violations of the
22 Labor Code.

23 82. California Labor Code section 2699 et seq. imposes penalties upon culpable
24 Defendants for violating the Labor Code.

25 83. California Labor Code section 558 establishes a civil penalty as follows: Any
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1 employer or other person action on behalf of an employer who violates, or causes to be violated,
2 a section of this chapter or any provision regulating hours and days of work in any order of the
3 Industrial Welfare Commission (including the “Hours and Days of Work” section of the Wage
4 Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for
5 each underpaid employee for each pay period for which the employee was underpaid ...; (2) for
6 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
7 period for which the employee was underpaid ...;

8 84. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted
9 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
10 seeking individual/victim specific relief or underpaid wages under this particular cause of action.

11 85. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted
12 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
13 the following:

14 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
15 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 via
16 2698 and 2699, and any other Labor Codes and Industrial Welfare Commission Wage Order
(Order Nos. 4/16) violated based on the facts alleged in this Complaint.

17 86. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s fees,
18 costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved
19 Employees as alleged herein in an amount to be shown according to proof at trial and within the
20 jurisdictional limits of this Court.

21 **TENTH CAUSE OF ACTION**

22 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

23 **(Plaintiff against NCI and all DOE Defendants)**

24 87. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 86, inclusive, of this Complaint as though fully set forth herein.

26 88. At all times herein mentioned, FEHA, Government Code section 12900, et seq., was in
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1 full force and effect and was binding on Defendant NCI. Specifically, Government Code section
2 12940(j) prohibits an employer from sexually harassing an employee on the basis of her sex.

3 89. Victor was and is at all times relevant hereto an employee of NCI. The actions
4 of Victor towards Plaintiff, while in the course and scope of his employment with NCI as
5 described herein, created a hostile sexual environment which materially altered Plaintiff's
6 working conditions and which constitutes sexual harassment in violation of California
7 Government Code section 12940(j)(1).

8 90. In engaging in the aforementioned conduct, Defendant NCI and DOES 1 to 25, inclusive,
9 and each of them, aided, abetted, incited, compelled, and/or coerced unlawful employment
10 practices in violation of the announced policy of this State against such practices. Furthermore,
11 they failed to take immediate and appropriate corrective action to prevent this harassment.

12 91. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and will
13 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary
14 loss according to proof. Plaintiff has also suffered and will continue to suffer physical and
15 emotional injuries, including nervousness, humiliation, depression, anguish, embarrassment,
16 fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be
17 ascertained at trial.

18 92. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
19 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
20 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.

21 93. The acts of oppression, fraud, and/or malice, were engaged in by employees of
22 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
23 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
24 wrongful conduct for which an award of punitive damages is sought, and/or was personally
25 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
26 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
27 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff
28 to punitive and exemplary damages against each of the Defendants in accordance with California
Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant.

1 94. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
2 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
3 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
4 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
5 award of attorneys' fees and costs.

6 **ELEVENTH CAUSE OF ACTION**
7 **RETALIATION IN VIOLATION OF FEHA**

8 **(Plaintiff against All Named Defendants and all DOE Defendants)**

9 95. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 94, inclusive, of this Complaint as though fully set forth herein.

11 96. At all times herein mentioned, Government Code section 12940 et. seq. was in full
12 force and effect and was binding upon Defendants and each of them. Said statute imposes certain
13 duties upon Defendants concerning harassment and retaliation against persons, such as Plaintiff,
14 on the basis of sex/gender or due to complaints of sexual harassment. Said statutes were intended
15 to prevent the type of injury and damage set forth herein. Plaintiff was, at all times herein
16 mentioned, a member of the class of persons intended to be protected by said statutes. As alleged
17 above, Plaintiff was retaliated against and was eventually terminated after reporting and
18 complaining about Victor's consistent sexually harassing behavior at the workplace.

19 97. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed
20 in that Plaintiff has suffered the loss of wages, salary, and benefits, among other things. As a
21 result, Plaintiff has suffered such damages in an amount according to proof.

22 98. As a further direct and proximate result of the conduct of Defendants, and each of
23 them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish and
24 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
25 such damages in an amount according to proof.

26 99. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
27 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
28 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.

100. The acts of oppression, fraud, and/or malice, were engaged in by employees of

1 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
2 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
3 wrongful conduct for which an award of punitive damages is sought, and/or was personally
4 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
5 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
6 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff
7 to punitive and exemplary damages against each of the Defendants in accordance with California
8 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant

9 101. FEHA provides for an award of reasonable attorneys' fees and costs incurred by
10 a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
11 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
12 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
13 award of attorneys' fees and costs.

14 **TWELFTH CAUSE OF ACTION**

15 **FAILURE TO PREVENT HARASSMENT AND RETALIATION**

16 **IN VIOLATION OF FEHA**

17 **(Plaintiff against All Named Defendants and all DOE Defendants)**

18 102. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 101, inclusive, of this Complaint as though fully set forth herein.

20 103. At all times herein mentioned, FEHA, California Government Code section
21 12940(k), was in full force and effect and was binding on Defendants. This statute states that it
22 is an unlawful employment practice in California for an employer to "fail to take all reasonable
23 steps necessary to prevent discrimination and harassment from occurring."

24 104. As alleged above, Plaintiff was subjected to harassment and retaliation.

25 105. Defendants failed to take all reasonable steps necessary to prevent harassment
26 and retaliation. In addition, Defendants failed to remedy such harassment and retaliation when it
27 realized and was informed that it was occurring. Defendants further failed to train, supervise,
28 and monitor its employees and agents.

106. The failure of Defendants to prevent harassment and retaliation created and

1 encouraged an environment where such harassment and retaliation was condoned, encouraged,
2 tolerated, sanctioned, and/or ratified.

3 107. As a direct and proximate result of the aforementioned acts and omissions of
4 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
5 loss of income (past and future), loss of employment benefits (past and future), general and
6 compensatory damages (past and future), mental pain and anguish and emotional distress (past
7 and future), and will continue to suffer in the future, in an amount to be proved at trial.

8 108. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
9 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
10 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
11 their workers' right to work in an environment free of harassment and retaliation, so as to justify
12 the imposition of punitive damages to punish and set an example of said Defendants.

13 109. As a proximate result of the foregoing conduct, which violated the provisions of
14 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
15 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

16 **THIRTEENTH CAUSE OF ACTION**

17 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

18 **(Plaintiff against All Named Defendants and all DOE Defendants)**

19 110. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 109, inclusive, of this Complaint as though fully set forth herein.

21 111. At all times material to this Complaint, California Labor Code § 1102.5 was in
22 effect

23 and binding on Defendants. This section requires Defendants to refrain from retaliating against
24 an employee for refusing to participate in an activity that he/she reasonably believes would
25 result in a violation of state or federal statute, or a violation or noncompliance with a state or
26 federal rule or regulation. California Labor Code section 1102.5 also requires Defendants to
27 refrain from retaliating against an employee for disclosing information to a person with authority
28 over the employee if the employee has reasonable cause to believe that the information discloses
a violation of state or federal statute, or a violation of or noncompliance with a local, state, or

1 federal rule or regulation, regardless of whether disclosing the information is part of the
2 employee's job duties.

3 112. As discussed fully above, Plaintiff complained to Defendants about Victor's
4 sexually
5 harassing behavior at the workplace.

6 113. Defendants retaliated against Plaintiff for her whistleblowing, as alleged above,
7 all in
8 violation of Labor Code § 1102.5.

9 114. As a direct and proximate result of the aforementioned acts and omissions of
10 Defendants,
11 Plaintiff suffered general and compensatory damages, including but not limited to, loss of
12 income (past and future), loss of employment benefits (past and future), general and
13 compensatory damages (past and future), mental pain and anguish and emotional distress (past
14 and future), and will continue to suffer in the future, in an amount to be proved at trial.

15 115. Plaintiff requests all available relief under Labor Code § 1102.5 including
16 damages
17 and the imposition of civil penalties of \$10,000 for each violation as well as attorney's fees.

18 **FOURTEENTH CAUSE OF ACTION**

19 **NEGLIGENT RETENTION AND SUPERVISION**

20 **(Plaintiff against All Named Defendants and all DOE Defendants)**

21 116. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 115, inclusive, of this Complaint as though fully set forth herein.

23 117. Upon information and belief, Defendants, by and through its agents and
24 employees, knew or reasonably should have known through reasonable investigation, of
25 Victor's propensity for sexually harassing behavior.

26 118. Defendants had a duty not to hire or retain Victor, provide proper training to
27 Victor
28 and provide reasonable supervision of Victor.

119. Defendants negligently hired, retained and/or failed to adequately train and

1 supervise Victor in his position, wherein Victor was able to commit the wrongful acts
2 complained of herein against Plaintiff. Defendants failed to provide reasonable supervision of
3 Victor despite knowing of his propensities for sexually harassing behavior.

4 120. As a result of the above-described conduct, Plaintiff has suffered and continues
5 to
6 suffer a great amount of stress, anxiety, humiliation, embarrassment, loss of sleep, loss of
7 confidence, loss of self-esteem, and general discomfort.

8 121. Defendants engaged in these acts alleged herein and/or condoned, permitted,
9 authorized,
10 and/or ratified the conduct of their employees and agents and are vicariously liable for the
11 wrongful conduct of their employees and agents for this cause of action.

12 **FIFTEENTH CAUSE OF ACTION**

13 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

14 **(Plaintiff against All Named Defendants and all DOE Defendants)**

15 122. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 121 inclusive, of this Complaint as though fully set forth herein.

17 123. At all times during her employment with Defendants, Plaintiff performed her
18 duties
19 with the utmost diligence and competence.

20 124. Plaintiff is informed and believes and thereon alleges that Defendants' decision
21 and
22 actions to treat her differently and terminate her employment as alleged herein, was motivated
23 by Plaintiff's whistleblowing and complaints about illegal activity at the workplace. Plaintiff is
24 further informed and believes and thereon alleges that any other reasons proffered by Defendants
25 were and are pretextual in nature.

26 125. The employment of Plaintiff was wrongfully suspended/terminated in or around
27 March of 2022 in violation of the fundamental public policy of the State of California with
28 respect to retaliating against an employee on account of her whistleblowing. Plaintiff was forced
to hire an attorney to assist her to end these illegal activities. Said conduct violated statutory and

1 constitutional expressions of public policy including, but not limited to, California Government
2 Code sections 12940 et seq., and the California Constitution, Article 1 section 8.

3 126. As set forth above, said actions by Defendants were wrongful and in violation of
4 the
5 fundamental principles of the public policy of the State of California as reflected in its laws,
6 objectives and policies. Said statutes and constitutional expressions of public policy include,
7 but are not limited to, California Government Code sections 12940 et seq., and the California
8 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
9 just the private interests of the employers and employees whom they govern or protect.

10 127. As a direct and proximate result of the aforementioned acts and omissions of
11 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
12 loss of income (past and future), loss of employment benefits (past and future), general and
13 compensatory damages (past and future), mental pain and anguish and emotional distress (past
14 future), and will continue to suffer in the future, in an amount to be proved at trial.

15 128. The foregoing conduct engaged in by Defendants and each of their directors,
16 officers
17 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
18 and carried on with a conscious and willful disregard of their workers' right to work in an
19 environment free of harassment and retaliation due to whistleblowing, so as to justify the
20 imposition of punitive damages to punish and set an example of said Defendants.

21 **SIXTEENTH CAUSE OF ACTION**

22 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

23 **(Plaintiff against all named Defendants and all DOE Defendants)**

24 129. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 128, inclusive, of this Complaint as though fully set forth herein.

26 130. Defendants' failure to prevent harassment and retaliation against Plaintiff
27 constituted severe and outrageous misconduct and caused Plaintiff extreme emotional distress.
28

1 131. Defendants were aware that treating Plaintiff in the manner alleged above
2 would devastate Plaintiff and cause Plaintiff extreme hardship.

3 132. As a direct and proximate result of the aforementioned acts and omissions of
4 Defendants, Plaintiff has been caused to and did in fact suffer severe and extreme mental and
5 emotional distress, including but not limited to, anguish, humiliation, embarrassment, loss of
6 confidence, fright, depression, and anxiety, the exact nature and extent of which are not now
7 known to her, but in an amount to be proved at trial.

8 133. Defendants' misconduct was done intentionally, in a malicious, fraudulent,
9 oppressive manner, entitling Plaintiff to punitive damages.

11 **SEVENTEENTH CAUSE OF ACTION**

12 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

13 **(Plaintiff against all named Defendants and all DOE Defendants)**

14 134. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 133, inclusive, of this Complaint as though fully set forth herein.

16 135. As an employee of Defendants, Plaintiff was owed a duty of care by
17 Defendants, and each of them, to ensure that Plaintiff was not exposed to foreseeable harms.

18 136. Defendants, and each of them, knew, or should have known, that Plaintiff was
19 being subjected to sexual harassment and retaliation and that, the failure to exercise due care to
20 prevent harassing and retaliatory conduct could and would cause Plaintiff to suffer severe
21 emotional distress.

22 137. Defendants, and each of them, failed to exercise their duty of care to prevent
23 their employees, managers, supervisors, and/or officers from harassing Plaintiff based
24 on her sex/gender and also from retaliating against Plaintiff.

25 138. As a direct and proximate result of the aforementioned acts and omissions of
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1 Defendants, Plaintiff has been caused to and did in fact suffer severe and extreme mental and
2 emotional distress, including but not limited to, anguish, humiliation, embarrassment, loss of
3 confidence, fright, depression, and anxiety, the exact nature and extent of which are not now
4 known to her, but in an amount to be proved at trial.

5 139. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiff
6 has been directly and legally caused to suffer damages as alleged herein.

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10 **EIGHTEENTH CAUSE OF ACTION**
11 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
12 **(California Business and Professions Code Section 17200)**
13 **(Plaintiff against All Named Defendants and all DOE defendants)**

14
15 140. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 139, inclusive, of this Complaint as though fully set forth herein.

17 141. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
18 constitute unfair and unlawful business practices under California Business and Professions
19 Code Section 17200, et seq.

20 142. Defendants' violations of California labor laws and FEHA constitutes a business
21 practice because it was done repeatedly over a significant period of time in a systematic
22 manner that was detrimental to Plaintiff and others.

23 143. For the four years preceding the filing of this action, Plaintiff has suffered damages
24 and request damages and/or restitution of all monies and profits to be disgorged from
25 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of
26 this Court.

27 **PRAYER FOR RELIEF**

1 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
2 follows:

- 3 1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
- 4 2. For general damages according to proof;
- 5 3. For an award of punitive damages against Defendants according to proof;
- 6 4. For damages for wages not paid to Plaintiff in an amount subject to proof
7 at trial;
- 8 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
9 subject to proof at trial;
- 10 6. For special, consequential, and liquidated damages to the extent allowed by law;
- 11 7. For the imposition of civil penalties and/or statutory penalties;
- 12 8. For PAGA penalties to the extent permitted pursuant to the Labor Code and Wage
13 Order including, but not limited to, Labor Code §§ 201,202, 203, 204, 210, 226, 226.3,
14 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2699, 2802, and
15 3700.5.
- 16 9. For an award of liquidated damages to the extent permissible by Labor Code § 1194.2;
- 17 10. For restitution and disgorgement for all unfair business practices by Defendants
18 against Plaintiff in an amount subject to proof at trial;
- 19 11. For an order enjoining Defendants from further unfair and unlawful business practices
20 in violation of Business and Professions Code Sections 17200, et seq.;
- 21 12. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
22 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 23 13. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
24 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 25 14. For maximum civil penalties available under the Labor Code and applicable Wage
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Order against Defendants as described more particularly in the Complaint and representative PAGA claims;

15. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;

16. For all interest as allowed by law;

17. For all costs and disbursements incurred in this suit;

18. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, the Labor Code generally; FEHA, including Government Code section 12940 et. seq. and/or other applicable laws; and

19. For such other and further relief as this Court may deem proper.

DATED: March 6, 2023

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Julie Gonzalez

DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: March 6, 2023

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Julie Gonzalez