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10 **SUPERIOR COURT OF CALIFORNIA**

11 **FOR THE COUNTY OF SOLANO**

12 **FCS058837**

13 RANA MUSHARBASH, individually and
14 on behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 JPMORGAN CHASE BANK; DOES 1 to
18 20, inclusive.

19 Defendants

20 **COMPLAINT FOR DAMAGES:**

- 21 1. Failure to Pay Minimum Wage for All
- 22 Hours Worked;
- 23 2. Failure to Provide Meal and Rest
- 24 Periods;
- 25 3. Failure to Provide Accurate Wage
- 26 Statements;
- 27 4. Waiting Time Penalties;
- 28 5. Failure to Pay Overtime Wages;
6. Failure to Reimburse Business
- Expenses;
7. Unfair Competition (Business &
- Professions Code § 17200 *et seq.*);
8. Civil Penalties Pursuant to Private
- Attorney General Act, Labor Code §
- 2698 *et seq.*;
9. Discrimination in Violation of Cal.
- Gov't Code § 12940(a);
10. Harassment in Violation of Cal. Gov't
- Code § 12940(j);
11. Failure to Take All Reasonable Steps
- to Prevent Harassment in Violation of
- Cal. Gov't Code § 12940(k);
12. Wrongful Termination in Violation of
- Public Policy.

JURY TRIAL DEMANDED

1 Plaintiff RANA MUSHARBASH (“Plaintiff”) hereby files this Complaint against
2 Defendants JP MORGAN CHASE BANK, NATIONAL ASSOCIATION; DOES 1 to 20, inclusive,
3 (hereinafter collectively referred to as “Defendants”). Plaintiff alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff on behalf of herself and other
6 similarly situated employees of Defendants. Plaintiff, who has worked for Defendants as a Branch
7 Manager, brings this class and representative lawsuit against Defendants on behalf of herself and all
8 others similarly situated to recover wages, civil penalties, and other damages from Defendants due to
9 her misclassification as an exempt employee and for the harassment and discrimination she
10 personally suffered. Plaintiff seeks these damages and applicable penalties, plus interest and
11 attorney’s fees, on behalf of herself and similarly situated employees.

12 2. To successfully compete against other financial institutions, JP MORGAN CHASE
13 BANK, NATIONAL ASSOCIATION substantially reduced its labor costs by placing the burden of
14 overtime work on salaried employees that it classified as exempt from overtime wages and other
15 related benefits. The goal of overtime laws includes expanding employment throughout the
16 workforce by putting financial pressure on the employer and nurturing a stout job market, as well as
17 the important public policy goal of protecting employees in a relatively weak bargaining position
18 against the unfair scheme of uncompensated overtime work. An employer’s obligation to pay its
19 employees wages is more than a matter of private concern between the parties. That obligation is
20 founded on a compelling public policy judgment that employees are entitled to work a livable
21 number of hours at a livable wage. In addition, statutes and regulations that compel employers to
22 pay overtime relate to fundamental issues of social welfare worthy of protection. The requirement to
23 pay overtime wages extends beyond the benefits individual workers receive because overtime wages
24 discourage employers from concentrating work in a few overburdened hands and encourage
25 employers to instead hire additional employees. Especially in today’s economic climate, the
26 importance of spreading available work to reduce unemployment cannot be overestimated.
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1 **PARTIES AND JURISDICTION**

2 3. Plaintiff is a former employee of Defendants, where she worked as a teller for
3 approximately 10 years, an assistant manager for approximately two years, and most recently as a
4 Branch Manager from approximately December 2018 to September 2021. Plaintiff was wrongfully
5 terminated in or about September 2021. Plaintiff worked as a misclassified Branch Manager for
6 Defendant.

7 4. At all times relevant in this Complaint, Plaintiff was over the age of eighteen and
8 resided in the State of California.

9 5. Plaintiff is informed and believes, and thereon alleges, that JP MORGAN CHASE
10 BANK, NATIONAL ASSOCIATION is a California Corporation with its principal place of
11 business in California.

12 6. Plaintiff is further informed and believes, and thereon alleges, that each of the
13 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
14 joint venturer of the remaining defendants and was acting within the course and scope of that
15 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
16 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
17 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
18 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
19 therefore sue such defendants by fictitious names pursuant to California Code of Civil Procedure
20 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
21 through 20, inclusive, when they have been determined.

22 7. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
23 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
24 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
25 were at all relevant times advised by skilled California employment law attorneys and knew the
26 requirements of the California Labor Code with respect to proper employee classification, employee
27 wage statements, payment of minimum and overtime wages, and provision of meal and rest periods.
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8. Defendants proximately caused Plaintiff and similarly situated employees to be subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

9. The Solano County Superior Court has jurisdiction in this matter due to alleged violations of California Labor Code §§ 203, 226, 226.7, 510, 512, 1194, Business and Professions Code § 17200 *et seq.*, and the applicable Wage Order.

10. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of the wrongful acts and violations of law asserted herein occurred within Solano County.

11. On June 3, 2022, Plaintiff filed her Labor Code § 2699.3 Private Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). The LWDA did not respond to Plaintiff’s PAGA notice within 65 days of the original Notice, thus deputizing Plaintiff to represent herself, other aggrieved employees, and the California Labor Commissioner for the purpose of collecting civil penalties for violations of the California Labor Code committed by Defendants.

12. Plaintiff filed a complaint of harassment and discrimination with the State of California Department of Fair Employment and Housing against Defendants within the applicable statutory period and received a Notice of Right to Sue on May 31, 2022.

BACKGROUND

Wage and Hour Allegations

13. Defendants operate banks in California. Plaintiff and similarly situated employees worked for Defendants as ostensibly exempt employees in California.

14. During her employment, Plaintiff, and other aggrieved employees, have been made to suffer numerous violations of the California Labor Code.

15. Throughout the relevant period, Defendants misclassified Plaintiff and similarly situated employees as exempt, although Plaintiff's position did not qualify for any exemption under California law. Nevertheless, Defendants routinely required Plaintiff to work more than eight (8) hours per day, and/or forty (40) hours per week.

1 16. Plaintiff's duties as a Branch Manager required her to spend the majority of her time
2 performing non-exempt tasks—the same duties as the hourly-paid employees in her branch.

3 17. Consequently, Defendants willfully and deliberately misclassified Plaintiff and
4 similarly situated employees as employees who were exempt from the overtime provisions of the
5 California Labor Code and Wage Orders.

6 18. However, Defendants routinely required Plaintiff and similarly situated employees to
7 work more than eight (8) hours per day, and/or forty (40) hours per week without paying minimum
8 wage or overtime for the additional hours worked. Plaintiff and similarly situated employees were
9 required to work 12-hour shifts, but were recently moved back to working 8-hour shifts.

10 19. Defendants also did not allow Plaintiff and similarly situated employees to take their
11 statutorily required meal and rest periods. Defendants failed to provide Plaintiff and other similarly
12 situated employees a 30-minute, duty-free meal period before the end of the fifth hour of work as
13 required under the law.

14 20. Plaintiff and similarly situated employees regularly missed their meal and rest periods
15 and/ or they were provided late. Defendants also failed to provide rest periods to Plaintiff and
16 similarly situated employees for every 4 hours worked or major fraction thereof. Defendants'
17 management staff were aware this was occurring and did not ensure meal and/ or rest periods were
18 provided to Plaintiff and similarly situated employees in compliance with California law.

19 21. As a result, Defendants did not provide Plaintiff and similarly situated employees
20 legally compliant wage statements noting, among other things, total hours worked, gross wages
21 earned, the applicable hourly rates in effect during the pay period and the corresponding number of
22 hours worked at each hourly rate, and the legal name of the employer.

23 22. Defendants also did not provide Plaintiff and similarly situated aggrieved employees
24 all wages owed upon their termination or within seventy-two (72) hours of their separation from
25 employment.
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1 23. Nor did Defendants reimburse Plaintiff and similarly situated employees for cell
2 phone usage for business purposes. Plaintiff and similarly situated employees used their cell phones
3 for business purposes on a regular basis and were not reimbursed by Defendant.

4 24. Plaintiff is informed and believes that Defendants committed numerous other
5 violations of the California Labor Code, including but not limited to those identified in this
6 Complaint. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018),
7 Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether she
8 experienced them personally or not.

9 25. At all times herein set forth, PAGA provides that any provision of law under the
10 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
11 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order
12 may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of
13 themselves and other current or former employees pursuant to procedures outlined in California
14 Labor Code section 2699.3.

15 26. PAGA defines an aggrieved employee in Labor Code section 2699(c) as “any person
16 who was employed by the alleged violator and against whom one or more of the alleged violations
17 was committed.”

18 27. Plaintiff and other current and former employees of Defendants are aggrieved
19 employees as defined by the Labor Code in that they are all Defendants’ current or former
20 employees and one or more of the alleged violations was committed against them.

21 Harassment and Discrimination Allegations

22 28. Plaintiff worked for a number of years with Defendants in a variety of positions. In or
23 around December 2018, Plaintiff was promoted to the position of Branch Manager, working under
24 Market Director Brenda Everhart. As Plaintiff was applying and interviewing for the promotion to
25 Branch Manager, it was evident that Ms. Everhart did not initially want to hire Plaintiff for that
26 position, stating to the incumbent manager that Plaintiff seemed to feel entitled to the position. At
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1 the urging of the incumbent manager and others, Ms. Everhart finally offered the position to
2 Plaintiff.

3 29. After Plaintiff began working as a Branch Manager, it became clear that Ms. Everhart
4 was treating Plaintiff differently based on her perceptions regarding Plaintiff's race and/ or national
5 origin. Plaintiff is of Arab descent, and, although Plaintiff was born and raised in the US, Ms.
6 Everhart made commented about English being a second language for Plaintiff. Ms. Everhart would
7 also question Plaintiff's intelligence, asking her if she could perform simple math problems. In
8 meetings with other managers in the region, Ms. Everhart would single out Plaintiff for criticism,
9 claiming she was mistaken during discussions but not saying the same to other managers, or asking
10 other managers to "help out" Plaintiff in their discussions.

11 30. Additionally, Ms. Everhart gave Plaintiff lower annual evaluation scores than she had
12 previously received. In 2018, Plaintiff received the score of "Strong" from prior manager Andrew
13 Singson. In 2020, Ms. Everhart gave Plaintiff a score of "Growth Needed." Ms. Everhart also
14 disciplined Plaintiff for having an unbalanced cash drawer when other managers in the region with
15 incidents of much higher discrepancies in the drawer balance were not disciplined.

16 31. In 2022, Plaintiff was informed that the branch manager position for hers and another
17 branch location would be combined for both locations, and one of the two branch managers would
18 be moved into another position. Plaintiff and the other branch manager involved both applied for the
19 combined manager role. However, Plaintiff knew from the ongoing interactions with Ms. Everhart
20 that the other manager was likely to get the job. Plaintiff began reviewing open positions within the
21 company on the hiring portal, and was able to see that the other manager remained as the only
22 candidate for the combined role.

23 32. Because she had not heard anything from Ms. Everhart on the status of her position,
24 Plaintiff approached Ms. Everhart and asked about available options for Plaintiff now that she had
25 not been chosen for the combined manager role. Instead of discussing available options with
26 Plaintiff, Ms. Everhart chose to view Plaintiff's actions as a violation of policy, initiating an
27 investigation and stating that Plaintiff's actions in viewing the hiring portal and the status of the open
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1 position was a violation of policy. Ms. Everhart then used this as an excuse to terminate Plaintiff,
2 alleging that her actions were in violation of company policy. This is despite the fact that Human
3 Resources verified that Plaintiff had erroneously been given access to the hiring portal that allowed
4 her to see the status of the open manager position.

5 33. Ms. Everhart's actions in terminating Plaintiff for the alleged violation of policy were
6 clearly a pretext for illegal discrimination and in furtherance of Ms. Everhart's discriminatory
7 behavior exhibited toward Plaintiff throughout her employment.

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9 **FIRST CAUSE OF ACTION**
(Failure to Pay Minimum Wage for All Hours Worked)

10 34. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint
11 as if fully set forth herein and for a cause of action alleges as follows:

12 35. Defendants were required to compensate Plaintiff with at least the State's minimum
13 wage for all hours worked. *See* Cal. Labor Code § 1194; MW Order-2014; MW Order-2017.

14 36. Defendants were aware of their obligation to pay the minimum wage but failed to do
15 so.

16 37. Defendants' conduct described herein violates California Labor Code section 1194,
17 and applicable Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been
18 damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff now
19 seeks these wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney's
20 fees and costs, and interest pursuant to California Labor Code section 1194.

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22 **SECOND CAUSE OF ACTION**
(Failure to Provide Meal and Rest Periods)

23 38. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint
24 as if fully set forth herein and for a cause of action alleges as follows:

25 39. An employer must provide an employee a meal period and/or rest period in
26 accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.
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1 40. Labor Code section 510 and Wage Order 5-2001, section 11(A) require an employer
2 to provide a meal period of not less than thirty (30) minutes for each work period of more than five
3 (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide
4 a second meal period.

5 41. Labor Code section 510 and Wage Order 5-2001 section 12(A) require an employer
6 to provide a rest period of not less than ten (10) minutes for each work period of more than four (4)
7 hours or a major fraction thereof.

8 42. Plaintiff alleges that Defendants failed to provide Plaintiff and members of the
9 Plaintiff Class with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff
10 worked more than five (5) hours in a day, or to take a second meal break of at least thirty (30)
11 minutes for several work periods that Plaintiff worked more than ten (10) hours in a day.

12 43. Plaintiff further allege that Defendants failed to provide rest breaks of at least ten (10)
13 minutes for each work period that they worked more than four (4) hours. On the occasions on which
14 Defendants did pay a missed meal or rest period premium, they failed to pay the premium at the
15 regular rate of compensation, as required under the Labor Code, by failing to incorporate into the
16 premium payment all forms of nondiscretionary compensation.

17 44. As a proximate cause of Defendants' failure to provide meal and rest periods,
18 Plaintiff and members of the Plaintiff Class are entitled to one (1) hour of pay at the regular rate of
19 compensation for each meal period or rest period not provided, as a wage, from three (3) years of the
20 filing of this action, in an amount to be established at trial. *See* Labor Code § 226.7 and Wage Order
21 5-2001 §§ 11(B), 12(B).

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24 **THIRD CAUSE OF ACTION**
25 **(Failure to Provide Accurate Wage Statements)**

26 45. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint
27 as if fully set forth herein and for a cause of action alleges as follows:
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1 46. According to Labor Code section 226(a), an employer must provide an itemized
2 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

3 *(1) gross wages earned, (2) total hours worked by the employee,*
4 *except for any employee whose compensation is solely based on a*
5 *salary and who is exempt from payment of overtime under*
6 *subdivision (a) of Section 515 or any applicable order of the*
7 *Industrial Welfare Commission, (3) the number of piece-rate units*
8 *earned and any applicable piece rate if the employee is paid on a*
9 *piece-rate basis, (4) all deductions, provided that all deductions*
10 *made on written orders of the employee may be aggregated and*
11 *shown as one item, (5) net wages earned, (6) the inclusive dates of*
12 *the period for which the employee is paid, (7) the name of the*
13 *employee and the last four digits of his or her social security number*
14 *or an employee identification number other than a social security*
15 *number, (8) the name and address of the legal entity that is the*
16 *employer and, if the employer is a farm labor contractor, as defined*
17 *in subdivision (b) of Section 1682, the name and address of the legal*
18 *entity that secured the services of the employer, and (9) all*
19 *applicable hourly rates in effect during the pay period and the*
20 *corresponding number of hours worked at each hourly rate by the*
21 *employee. The deductions made from payment of wages shall be*
22 *recorded in ink or other indelible form, properly dated, showing the*
23 *month, day, and year, and a copy of the statement and the record of*
24 *the deductions shall be kept on file by the employer for at least three*
25 *years at the place of employment or at a central location within the*
26 *State of California.*

18 47. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
19 itemized statement or failed to provide an accurate and complete itemized statement showing the
20 requirements set forth in Labor Code section 226(a). Defendants also failed to list on the wage
21 statements provided to Plaintiff and similarly situated employees all hours worked.

22 48. Additionally, Plaintiff alleges she suffered injury as a result of Defendants' failure to
23 provide accurate and complete information as required by any one or more of items (1) to (9),
24 inclusive, of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily
25 determine (*i.e.* a reasonable person in each Plaintiff's position would not be able to readily ascertain
26 the information without reference to other documents or information) from the wage statement
27 alone.
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49. Plaintiff is entitled to, and does hereby seek, injunctive relief requiring Defendants to comply with Labor Code §§ 226(a) and 1174(d), and all applicable damages and civil penalties.

FOURTH CAUSE OF ACTION
(Waiting Time Penalties)

50. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

51. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. Labor Code § 201.

52. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of resignation. Labor Code § 202.

53. An employer who willfully fails to pay an employee wages in accordance with Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. Labor Code § 203.

54. Plaintiff and members of the Plaintiff Class did not receive all wages, including minimum and overtime wages and meal and rest period premiums, at her termination or separation from employment. Specifically, Defendants failed to pay Plaintiff all wages owed at the time of termination.

55. Defendants knew of their obligation to pay Plaintiff for all hours worked because they had knowledge Plaintiff was, at all times, a non-exempt employee, worked over eight (8) hours a day and/or forty (40) hours a week, and did not receive overtime or minimum wages for all hours worked. Such conduct shows Defendants' knowledge of their obligation to pay all wages owed upon termination and willful refusal.

56. As a proximate result of the Defendants' conduct, Plaintiff has been damaged and deprived of her wages and thereby seeks her daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due in an amount to be established at trial.

FIFTH CAUSE OF ACTION
(Failure to Pay Overtime Wages)

57. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

58. During the period Plaintiff was employed by Defendants, Defendants were required to compensate her one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See* California Labor Code §§ 510, 1194. Although Plaintiff and members of the Plaintiff Class regularly worked in excess of eight (8) hours a day and/or forty (40) hours per week, Defendants failed to pay all overtime wages owed.

59. Although Defendants classified Plaintiff and members of the Plaintiff Class as exempt employees, Plaintiff's position and duties failed to meet the requirements of either the administrative, executive, or professional exemptions of the applicable Wage Order and California Labor Code section 510.

60. Defendants' conduct described herein violates California Labor Code sections 510 and 1194, and applicable Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and members of the Plaintiff Class have been damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.

SIXTH CAUSE OF ACTION
(Failure to Reimburse Business Expenses, Labor Code § 2802)

61. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

62. California Labor Code section 2802(a) states that "An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." For the reasons stated herein, Defendants failed to pay required

1 reimbursements to Plaintiff and similarly situated employees for required business expenses in
2 violation of the Labor Code.

3 63. Defendants did not reimburse Plaintiff and similarly situated employees for cell
4 phone usage for business purposes. Plaintiff and similarly situated employees used their cell phones
5 for business purposes on a regular basis and were not reimbursed by Defendant.

6 64. This is a violation of California Labor Code § 2802 and was suffered by Plaintiff and
7 all similarly situated employees.

8 **SEVENTH CAUSE OF ACTION**
9 **(Unfair Competition)**

10 65. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint
11 as if fully set forth herein and for a cause of action alleges as follows:

12 66. Unfair competition shall mean and include any unlawful, unfair or fraudulent
13 business act or practice and unfair, deceptive, untrue or misleading advertising and any act
14 prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the California
15 Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

16 67. Plaintiff and members of the Plaintiff Class were not paid all wages owed during their
17 employment, and were not provided legally compliant meal and rest breaks. Defendants also failed
18 to provide legally compliant paystubs to Plaintiff and members of the Plaintiff Class throughout the
19 employment relationship that failed to show, among other things, all hours worked.

20 68. Plaintiff is also informed and believe and thereon alleges that such actions and/or
21 conduct constitute a violation of the California Unfair Competition Law (“UCL”) (California
22 Business and Professions Code 17200 *et seq.*), pursuant to *Cortez v. Purolator Air Filtration Prods.*
23 *Co.*, 23 Cal. 4th 163 (2000).

24 69. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to
25 the UCL (including B&P Code §17203), Plaintiff is entitled to restitution as a result of Defendants’
26 unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P
27 Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor
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Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for up to four (4) years from the filing of this Action.

EIGHTH CAUSE OF ACTION
(Civil Penalties Pursuant to PAGA § 2698 *et seq.*)

70. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

71. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of the California Labor Code, including but not necessarily limited to, those Labor Code and Wage Order violations identified above.

72. On or about June 3, 2022, Plaintiff, through counsel, sent written notice to the LWDA regarding Defendant's violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*, PAGA. As of the date of the filing of this Complaint, the LWDA has not informed Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims. As such, Plaintiff has exhausted her administrative remedies under PAGA and may proceed in this Court.

73. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and all aggrieved employees for all violations of the Labor Code from June 3, 2021, through trial on this matter.

NINTH CAUSE OF ACTION
(Discrimination in Violation of Cal. Gov't Code § 12940(a))

74. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

75. At all times herein mentioned, Defendants employed five or more persons, bringing said Defendant employer within the provision of CALIFORNIA GOVERNMENT CODE §12900 *et seq.* prohibiting employers or their agents from discriminating against employees on the basis of race and color. In relevant part, California Government Code section 12940(a) provides that it shall be unlawful for an employer to discriminate against an employee in the terms and conditions of his employment because of her race and/or color.

1 76. During the course of her employment with Defendants, Plaintiff was discriminated
2 against due to her race and color. Plaintiff is of Arab descent.

3 77. Plaintiff is a member of a protected class within the meaning of the aforementioned
4 Government Code sections. At all relevant times herein, Plaintiff satisfactorily performed her duties
5 and responsibilities as expected by Defendants.

6 78. Defendant engaged in illegal, intentional discrimination on the basis of race and
7 color, by creating a hostile work environment based on Plaintiff's race and color.

8 79. As a result of Defendant's actions, Plaintiff was discharged and wrongfully
9 terminated from her position with Defendant.

10 80. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
11 Plaintiff has suffered substantial losses in earnings and other employment benefits and has incurred
12 other economic losses.

13 81. As a further direct, foreseeable, and proximate result of Defendants' unlawful actions,
14 Plaintiff has suffered emotional distress, humiliation, shame, anxiety, and embarrassment, all to her
15 damage in an amount to be proven at time of trial.

16 82. Defendants committed the acts herein despicably, maliciously, fraudulently, and
17 oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive
18 amounting to malice, and in conscious disregard of her rights. Plaintiff is thus entitled to recover
19 punitive damages from Defendants in an amount according to proof.
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21 **TENTH CAUSE OF ACTION**
22 **(Harassment in Violation of Cal. Gov't Code § 12940(j))**

23 83. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint
24 as if fully set forth herein and for a cause of action alleges as follows:

25 84. At all times herein mentioned, California's Fair Employment and Housing Act
26 ("FEHA"), Cal. Gov't Code §§ 12900, *et seq.*, was in full force and effect and was fully binding
27 upon Defendants. In relevant part, California Government Code section 12940(j) states that it shall
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1 be unlawful for an employer or for any other person to harass an employee because of race and/ or
2 color.

3 85. The harassment Plaintiff experienced while employed by Defendants was sufficiently
4 severe or pervasive to alter the terms and conditions of Plaintiff's work environment and was thus
5 unlawful under FEHA

6 86. As a direct, foreseeable, and proximate result of Defendant's unlawful actions,
7 Plaintiff has suffered economic damages including loss of back pay, front pay, benefits, and other
8 compensation.

9 87. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
10 Plaintiff has suffered emotional distress, humiliation, shame, and embarrassment, all to the
11 Plaintiff's damage in an amount to be proven at the time of trial.

12 88. Defendants committed the acts herein despicably, maliciously, fraudulently, and
13 oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive
14 amounting to malice, and in conscious disregard of the rights and safety of plaintiff and others.
15 Plaintiff is thus entitled to recover punitive damages from Defendants in an amount according to
16 proof.
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18 **ELEVENTH CAUSE OF ACTION**
19 **(Failure to Take All Reasonable Steps to Prevent**
20 **Harassment in Violation of Cal. Gov't Code § 12940(K))**

21 89. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint
22 as if fully set forth herein and for a cause of action alleges as follows:

23 90. At all times herein mentioned, FEHA was in full force and effect and was fully
24 binding upon Defendants. Specifically, § 12940(k) makes it an unlawful employment practice for an
25 employer to fail to take all reasonable steps necessary to prevent harassment based on race and color
26 from occurring.
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1 91. Defendants failed to provide Plaintiff with protections required under California
2 Government Code § 12940(k) by not taking immediate and sufficient action to correct the
3 discriminatory and harassing conduct directed at Plaintiff because she is of Arab descent.

4 92. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
5 Plaintiff has suffered and continues to suffer losses in earnings and other employment benefits and
6 has incurred other economic losses.

7 93. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
8 Plaintiff has suffered substantial emotional distress, humiliation, shame, and embarrassment, all to
9 Plaintiff's damage in an amount to be proven at the time of trial.

10 94. Defendants committed the acts herein despicably, maliciously, fraudulently, and
11 oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive
12 amounting to malice, and in conscious disregard of the rights and safety of Plaintiff and others.
13 Plaintiff is thus entitled to recover punitive damages from Defendants in an amount according to
14 proof.

15
16 **TWELFTH CAUSE OF ACTION**
17 **(Wrongful Termination in Violation of Public Policy)**

18 95. Plaintiff hereby incorporates by reference the foregoing Paragraphs of this Complaint
19 as if fully set forth herein and for a cause of action alleges as follows:

20 96. Plaintiff's employment was constructively terminated in violation of fundamental
21 public policies of the State of California. It is, and at all times relevant to this action it has been, the
22 law and fundamental public policy of the state of California to prevent discrimination in
23 employment. *See City of Moorpark v. Sup. Ct. (Dillon)*, 18 Cal. 4th 1143 (1998).

24 97. Termination of Plaintiff's employment was a violation of public policy. Accordingly,
25 Plaintiff was unlawfully terminated in violation of the fundamental public policies of the state of
26 California.

27 98. Plaintiff suffered harassment and discrimination in the workplace due to her race and
28 color. Defendant was aware this harassment and discrimination were occurring and did nothing to

investigate Plaintiff's complaints or ensure Plaintiff's work environment was free from illegal harassment and discrimination.

99. As a result, Plaintiff was forced to leave his employment.

100. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff has suffered substantial losses in earnings and other employment benefits and has incurred other economic losses.

101. As a further direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff has suffered emotional distress, humiliation, shame, anxiety, and embarrassment, all to her damage in an amount to be proven at time of trial.

102. Defendants committed the acts herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and in conscious disregard of her rights. Plaintiff is thus entitled to recover punitive damages from Defendants in an amount according to proof.

DAMAGES

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. A jury trial;
2. For statutory and civil penalties and liquidated damages under the California Labor Code according to proof allowed by law;
3. For compensatory damages, including, but not limited to, unpaid wages, lost past wages, lost future earnings, plus interest, according to proof allowed by law;
4. For reimbursement of all expenses incurred;
5. For emotional distress damages;
6. For punitive damages;
7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
8. For injunctive relief;
9. For an award of prejudgment and post-judgment interest; and

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10. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: September 9, 2022

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff RANA MUSHARBASH

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: September 9, 2022

Castle Law: California Employment Counsel, PC

By: _____



Timothy B. Del Castillo

Kent L. Bradbury

Attorneys for Plaintiff RANA MUSHARBASH