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Attorneys for Plaintiff,
JESSICA JUAREZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JESSICA JUAREZ, an individual,

Plaintiff,

vs.

WELLQUEST LIVING, LLC DBA THE
COMMONS, a Delaware limited liability
company; KEVIN DOE, an individual;
MAYRA DOE, an individual; SAHAR
MOSALLA; an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 25STCV05492

COMPLAINT FOR:

- 1. DISCRIMINATION BASED UPON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 2. HOSTILE WORK ENVIRONMENT
IN VIOLATION OF GOVT. CODE
§12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF
GOVT. CODE §12940 ET SEQ.;**
- 4. FAILURE TO PREVENT
DISCRIMINATION FROM
OCCURRING IN VIOLATION OF
GOVT. CODE §12940(k);**
- 5. HARASSMENT BASED ON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 6. FAILURE TO ACCOMMODATE
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940(m);**
- 7. FAILURE TO ENGAGE IN A GOOD
FAITH INTERACTIVE PROCESS
IN VIOLATION OF GOVT. CODE
§12940(n);**
- 8. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
IN VIOLATION OF GOVT. CODE**

- §12940 *et seq.*;
9. FAILURE TO PAY MINIMUM WAGES (Cal. *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 5);
 10. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. *Labor Code* §§ 226.7, 512; IWC Wage Order No. 5);
 11. FAILURE TO PROVIDE TIMELY OFF DUTY REST PERIODS (Cal. *Labor Code* §§ 226.7, 512; IWC Wage Order No. 5)
 12. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. *Labor Code* §226; IWC Wage Order No. 5);
 13. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. *Labor Code* §§201-203);
 14. FAILURE TO PAY A UNIFORM MAINTENANCE ALLOWANCE (Cal. *Labor Code* §2802);
 15. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5); and
 16. UNFAIR COMPETITION (Cal. *Bus. & Prof. Code* §§17200 *et seq.*).

DEMAND FOR A JURY TRIAL

Jessica Juarez (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under California Government Code §12920 *et seq.*, *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*, and the rules, regulations and directives implementing those statutes,

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* violations as against the persons

1 identified herein, occurred in Los Angeles County and because Defendant WellQuest Living,
2 LLC dba The Commons owned and operated their business in Los Angeles County.

3 **II. PARTIES**

4 3. At all times relevant hereto, Plaintiff Jessica Juarez (hereinafter “Plaintiff”) was
5 an individual over age 18 and a resident of Hawthorne, California.

6 4. Plaintiff is informed and believes and thereon alleges that at all times material
7 hereto, Defendant WellQuest Living, LLC dba The Commons (“WELLQUEST”), has been,
8 and is a Delaware limited liability company, with a principal place of business at 185 S. State
9 Street, Suite 1300, Salt Lake City, UT 84111. At all times material hereto, WELLQUEST has
10 been, and is, a a company that owns senior living facilities.

11 5. Plaintiff is informed and believes and thereon alleges that Defendant Kevin Doe
12 (“Kevin”) is an individual, who at all times relevant herein, was a resident of Los Angeles
13 County. Kevin is an employee of WELLQUEST who is a director.

14 6. Plaintiff is informed and believes and thereon alleges that Defendant Mayra Doe
15 (“Mayra”) is an individual, who at all times relevant herein, was a resident of Los Angeles
16 County. Mayra is an employee of WELLQUEST who works in the corporate department.

17 7. Plaintiff is informed and believes and thereon alleges that Defendant Sahar Doe
18 (“Sahar”) (collectively with WELLQUEST, Kevin, Mayra “Defendants”) is an individual, who
19 at all times relevant herein, was a resident of Los Angeles County. Sahar is an employee of
20 WELLQUEST who is the Regional Operations Specialist & Corporate Risk Management.

21 8. Plaintiff was employed by WELLQUEST in Woodland Hills, California, as a
22 Caregiver for memory care residents. Plaintiff is informed and believes and thereon alleges that
23 at all times material hereto WELLQUEST has been authorized to do business and has been
24 doing business in the State of California.

25 9. Plaintiff is informed and believes and thereon alleges, that at all times relevant
26 herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or
27 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
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1 herein alleged, were acting within the course and scope of such agency or employment, and
2 with the approval and ratification of each of the other Defendants.

3 10. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
4 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
5 fictitious names and capacities. Plaintiff will amend her Complaint to show their true names
6 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
7 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
8 individual person who owned, controlled, or managed the business for which Plaintiff worked
9 and/or who directly or indirectly exercised operational control over the wages, hours, and
10 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director
11 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining
12 Defendants, which included decision-making responsibility for, and establishment of, disability
13 discrimination and harassment practices and policies, and wage and hour violations, for
14 Defendants which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the
15 remaining Defendants, are “employers” as a matter of law and are liable on the causes of action
16 alleged herein.

17 11. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
18 through 100 are, and at all times relevant hereto were, persons, corporations or other business
19 entities organized and existing under and by virtue of the laws of the State of California, and
20 are/were qualified to transact and conduct business in the State of California, and did transact
21 and conduct business in the State of California, and are thus subject to the jurisdiction of the
22 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
23 employ persons, conduct business and engage in disability discrimination and wage and hour
24 violations, in the County of Los Angeles.

25 12. Plaintiff is further informed and believes, and thereon alleges, that each of the
26 fictitiously named Defendants aided and assisted the named Defendants in committing the
27 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
28 Defendant.

1 **III. PAGA NOTICE**

2 13. Pursuant to the California Labor Code, on or about February 26, 2025, Plaintiff
3 filed a notice with Labor and Workforce Development Agency (LWDA) of her intent to pursue
4 claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff
5 further reserves the right to amend this Complaint once she completes and complies with the
6 provisions under the law.

7 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

8 **Employment Information**

9 14. Plaintiff was an employee of WELLQUEST since in or about August 2022.
10 Plaintiff woke up residents, helped them bathe, changed their clothes, provided meals, cleaned
11 tables and swept and mopped floors. Plaintiff worked 8 or more hours per day. Plaintiff earned
12 \$18.00 per hour. She was employed at WELLQUEST until March 22, 2024, when Plaintiff
13 was wrongfully terminated.

14 **Discrimination, Harassment and Wrongful Termination**

15 15. Plaintiff was denied a work environment free of disability discrimination and
16 harassment and was targeted for wrongful termination on or about March 22, 2024.

17 16. In or about mid-2023, WELLQUEST hired a new supervisor, Jeanne. Jeanne
18 was very rude to all of the employees, she had racist attitudes and displayed bullying behavior.

19 17. In or about July 2023, all of the employees united and wrote a letter to
20 WELLQUEST's corporate department complaining about Jeanne.

21 18. Approximately one month thereafter, Jeanne ascertained that the letter came
22 from the memory care department, in which Plaintiff worked.

23 19. Immediately, Jeanne began retaliating against Plaintiff by attempting to change
24 Plaintiff's schedule and yelling at Plaintiff in front of residents and their families.

25 20. In or about September 2023, Plaintiff suffered an accident at work. She hurt her
26 back. As such, this condition constitutes a physical disability, as that term is defined in
27 *Government Code* § 12926(l)(1)(A), (B).
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1 21. Plaintiff visited a physician and he provided the restriction of no lifting or
2 pushing anything over 5 pounds.

3 22. Initially, WELLQUEST accommodated Plaintiff's restriction by having her
4 work in the dining room taking orders from residents.

5 23. On or about October 15, 2023, Plaintiff suffered a second injury while trying to
6 prevent a cup from falling to the ground. Plaintiff injured her forearm.

7 24. Plaintiff reported her injury and was sent to the doctor. Plaintiff was provided
8 with the same restrictions she already had in place.

9 25. On or about November 23, 2023, Plaintiff was told in person by Sahar that
10 WELLQUEST was no longer able to accommodate her restrictions, that she was being placed
11 off work and on disability leave.

12 26. On or about March 22, 2024, Plaintiff was asked to attend a meeting with Kevin
13 and Mayra. Kevin and Mayra advised Plaintiff that WELLQUEST could no longer
14 accommodate her restrictions and that she was being terminated.

15 27. Plaintiff alleges that her restrictions could have been easily accommodated by
16 WELLQUEST.

17 28. As a result of the harassment and discrimination, Plaintiff suffered emotional
18 distress and aggravation of her injury.

19 29. WELLQUEST's wrongful termination of Plaintiff was wrongfully motivated by
20 discrimination against her due to her disability.

21 30. At all times material hereto, WELLQUEST regularly employed five or more
22 persons and therefore are employers, as that term is defined in *Government Code* § 12926(d).

23 31. On February 26, 2025, Plaintiff filed an administrative complaint with the
24 Department of Fair Employment and Housing ("DFEH") alleging discrimination and
25 harassment by WELLQUEST, Kevin, Mayra and Sahar. On February 26, 2025, the DFEH
26 issued to Plaintiff a Right to Sue Notice as to WELLQUEST, Kevin, Mayra and Sahar.

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1 43. Under the California Fair Employment and Housing Act ("FEHA"),
2 Government Code § 12940(a), an employer cannot discriminate against an employee, because
3 of a physical disability.

4 44. Plaintiff suffered from the physical limitation as set forth above and was
5 therefore a member of the class of persons protected from disability discrimination under
6 California Government Code § 12940(a).

7 45. Upon learning about Plaintiff's disability, and not wanting a disabled employee,
8 on or about March 22, 2024, WELLQUEST terminated Plaintiff's employment in violation of
9 California Government Code § 12940.

10 46. By terminating Plaintiff because of her physical disability, WELLQUEST
11 violated Government Code § 12940(a).

12 47. As a direct and proximate result of WELLQUEST's conduct, individually and
13 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
14 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost
15 and will continue to lose employment benefits in an amount within the jurisdiction of this
16 Court, according to proof.

17 48. As a direct and proximate result of WELLQUEST's actions, Plaintiff has
18 suffered severe and serious injury to her person, all to her damage in the amount of at least
19 \$1,000,000, according to proof.

20 49. WELLQUEST's conduct in discriminating against Plaintiff because of her
21 physical disability subjected her to cruel and unjust hardship in conscious disregard of her
22 rights, as it was anticipated by WELLQUEST that Plaintiff would be unable to find
23 comparable employment in the foreseeable future. Plaintiff is informed and believes, and
24 thereon alleges, that her wrongful termination by WELLQUEST was done with the intent to
25 cause her injury. As a consequence of the aforesaid oppressive, malicious and despicable
26 conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according
27 to proof.

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50. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

SECOND CAUSE OF ACTION

(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against Defendant WELLQUEST and Does 1 through 100)

51. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

52. The offensive conduct to which Plaintiff was subjected constitutes a hostile work environment in violation to FEHA, California Government Code §12940 et seq. During her employment, WELLQUEST violated FEHA, California Government Code §12940 (j), by discriminating against Plaintiff due to her physical disability.

53. WELLQUEST's harassment was hostile, abusive, continuous and pervasive to create a hostile work environment for Plaintiff.

54. WELLQUEST's harassment was unwelcome, humiliating, offensive and adversely affected the terms of Plaintiff's employment.

55. Plaintiff was subjectively offended by WELLQUEST's conduct and any reasonable person in Plaintiff's position would perceive WELLQUEST's conduct as being offensive, hostile and abusive.

56. As a direct result of WELLQUEST's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity, in at least the amount of \$1,000,000, subject to proof at trial.

57. Plaintiff is hereby entitled to general and compensatory damages in an amount within the jurisdiction of this Court, subject to proof at trial.

58. WELLQUEST did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

59. All actions of WELLQUEST were known, ratified and approved by the officers or managing agents of WELLQUEST. Therefore, Plaintiff is entitled to punitive or exemplary damages against WELLQUEST in an amount to be determined at the time of trial.

60. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

THIRD CAUSE OF ACTION

(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against Defendant WELLQUEST and Does 1 through 100)

61. Plaintiff realleges and incorporates by reference all of the allegations set forth above in the Complaint.

62. This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h), which provides that it is unlawful to retaliate against a person "because the person has opposed any practices forbidden under [Government Code sections 12900 through 12966] or because the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

63. As a result of her physical disability, Plaintiff was denied the right to work in an environment free of discrimination and harassment and was wrongfully terminated by WELLQUEST.

64. WELLQUEST's retaliatory conduct toward Plaintiff caused her emotional injury, including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. WELLQUEST's retaliatory conduct was a substantial factor and the proximate cause of Plaintiff's damages.

65. Plaintiff's physical disability was the reason WELLQUEST retaliated against her.

66. Plaintiff has suffered monetary damages, lost wages and privileges of employment illegally caused by WELLQUEST's discriminatory conduct in an amount within the jurisdiction of this Court, according to proof.

67. WELLQUEST did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

68. All actions of WELLQUEST were known, ratified and approved by the officers or managing agents of WELLQUEST. Therefore, Plaintiff is entitled to punitive or exemplary damages against WELLQUEST in an amount to be determined at the time of trial.

69. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

FOURTH CAUSE OF ACTION

(Failure to Prevent Discrimination from Occurring in Violation of Government Code §12940(k) - By Plaintiff Against Defendant WELLQUEST and Does 1 through 100)

70. Plaintiff realleges and incorporates by reference all of the allegations set forth above in the Complaint.

71. WELLQUEST's conduct in subjecting Plaintiff to discriminatory conduct due to Plaintiff's physical disability constituted breach of their duty under FEHA, including the duty to take immediate and appropriate corrective action and to take all reasonable steps to prevent discrimination and retaliation from occurring pursuant to California Government Code Section 12940(k).

72. WELLQUEST failed to take measures to prevent discrimination and retaliation.

73. As a direct result of WELLQUEST's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity, in the amount of at least \$1,000,000, according to proof at trial.

74. Plaintiff is hereby entitled to general and compensatory damages in an amount within the jurisdiction of this Court, according to proof at trial.

75. WELLQUEST did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

76. All actions of WELLQUEST were known, ratified and approved by the officers or managing agents of WELLQUEST. Therefore, Plaintiff is entitled to punitive or exemplary damages against WELLQUEST in an amount to be determined at the time of trial.

77. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

FIFTH CAUSE OF ACTION

**(Harassment Due to Physical Disability in Violation of Govt. Code §12940(a)– By Plaintiff
against all Defendants and Does 1 through 100)**

78. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

79. Beginning in or about November 2023 and thereafter, Plaintiff was harassed by the actions, conduct and comments of WELLQUEST's employees, Kevin, Mayra and Sahar, which actions, conduct and comments combined to create and allow a pattern of harassment towards her due to her disability.

80. Defendants' actions constituted a continuing violation of Cal. Gov. Code § 12940, et seq.

81. Defendants negligently and in bad faith failed to properly investigate Plaintiff's claims of disability and harassment and take appropriate remedial action.

82. Defendants engaged in retaliatory actions against Plaintiff due to her disability and Plaintiff was subjected to unfair and hostile treatment by Defendants.

83. All of the conduct by Defendants, was done with the full knowledge and ratification of the management employees of WELLQUEST and was consistent with the

1 recognized policies and procedures of WELLQUEST, which tolerated and encouraged such
2 discriminatory conduct.

3 84. At all times herein mentioned, Defendants were legally required to refrain from
4 discriminating against and harassing any employee on the basis of physical disability, among
5 other things. Within the time provided by law, Plaintiff filed a complaint with the DFEH, in
6 full compliance with these sections, and received a right to sue letter.

7 85. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
8 in this Complaint. As a direct and proximate result of the conduct of Defendants, Plaintiff has
9 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
10 and anguish, all to his damage in at least \$1,000,000, subject to proof at trial.

11 86. Defendants did the things hereinabove alleged, intentionally, oppressively, and
12 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted
13 in Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and
14 ought not to be suffered by any member of the community.

15 87. All actions of Defendants were known, ratified and approved by the officers or
16 managing agents of WELLQUEST. Therefore, Plaintiff is entitled to punitive or exemplary
17 damages against the Defendants, and each of them, in an amount to be determined at the time
18 of trial.

19 88. Pursuant to California Government Code §12965(b), Plaintiff requests an award
20 of attorneys' fees in this action.

21 **SIXTH CAUSE OF ACTION**

22 **(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt. Code**
23 **§§12940 (m) – By Plaintiff Against Defendant WELLQUEST Does 1 through 100)**

24 89. Plaintiff realleges and incorporates by reference all of the allegations set forth in
25 this Complaint.

26 90. As alleged herein, Plaintiff requested that WELLQUEST make a reasonable
27 accommodation for her physical disability so that she would be able to perform the essential
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1 job requirements. WELLQUEST refused said accommodation and refused to discuss any other
2 potential reasonable accommodation it might afford to Plaintiff, wrongfully terminating
3 Plaintiff instead on or about March 22, 2024.

4 91. By refusing to afford Plaintiff a reasonable accommodation, WELLQUEST
5 violated Government Code § 12940(m).

6 92. As a direct and proximate result of WELLQUEST's conduct, individually and
7 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
8 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost and
9 will continue to lose employment benefits.

10 93. As a direct and proximate result of WELLQUEST 's actions, Plaintiff has
11 suffered severe and serious injury to her person, all to her damage in an amount within the
12 jurisdiction of this Court, according to proof.

13 94. WELLQUEST did the things hereinabove alleged, intentionally, oppressively,
14 and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
15 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
16 community.

17 95. All actions of WELLQUEST were known, ratified and approved by the officers
18 or managing agents of WELLQUEST. Therefore, Plaintiff is entitled to punitive or exemplary
19 damages against the WELLQUEST in an amount to be determined at the time of trial.

20 96. Pursuant to California Government Code §12965(b), Plaintiff requests an award
21 of attorneys' fees in this action.

22 **SEVENTH CAUSE OF ACTION**

23 **(Failure to Engage in a Good Faith Interactive Process in Violation of *Government Code*** 24 **§12940(n)– By Plaintiff Against Defendant WELLQUEST Does 1 through 100)**

25 97. Plaintiff realleges and incorporates by reference all of the allegations set forth in
26 this Complaint.

27 98. At all times hereto, FEHA, including in particular Government Code §12940(n),
28 was in full force and effect and was binding on WELLQUEST. This subsection imposes a duty

1 on Defendant to engage in a timely, good faith, interactive process with the employee to
2 determine reasonable accommodation, if any, in response to a request for a reasonable
3 accommodation by an employee with a known physical disability or known medical condition.

4 99. At all relevant times, Plaintiff was a member of a protected class within the
5 meaning of Government Code §12940(a) et seq. because she had a disability, of which
6 WELLQUEST had both actual and constructive notice.

7 100. Plaintiff reported her disability to WELLQUEST, triggering WELLQUEST 's
8 obligation to engage in a good faith interactive process with Plaintiff, but at all times herein,
9 WELLQUEST failed and refused to do so.

10 101. WELLQUEST breached their statutory duty under FEHA to engage in a timely
11 good faith interactive process to determine a reasonable accommodation for Plaintiff's physical
12 disability. Plaintiff further alleges: (1) that WELLQUEST was the Plaintiff's employer; (2) that
13 Plaintiff was an employee of WELLQUEST; (3) that Plaintiff had a disability that required
14 reasonable accommodation and which disability was known to WELLQUEST; (4) that Plaintiff
15 requested that WELLQUEST make reasonable accommodation for her disability and/or
16 physical condition so that she would be able to perform the essential functions of her job
17 requirements; (5) that Plaintiff was willing to participate in the interactive process to determine
18 whether reasonable accommodation could be made so that she would be able to perform the
19 essential job requirements; (6) that WELLQUEST failed to participate in a timely good faith
20 interactive process with Plaintiff to determine whether reasonable accommodation could be
21 made; (7) that Plaintiff was harmed financially; and (8) that WELLQUEST's failure to engage
22 in a good faith interactive process was a substantial factor in causing Plaintiff's damage and
23 harm. Instead of engaging in a good faith interactive process, WELLQUEST, wrongfully
24 terminated Plaintiff on or about March 22, 2024.

25 102. The above acts of WELLQUEST constitute violations of FEHA, and were a
26 proximate cause of Plaintiff's damages as stated below.

27 103. WELLQUEST did the things hereinabove alleged, intentionally, oppressively,
28 and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against

1 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
2 community.

3 104. All actions of WELLQUEST were known, ratified and approved by the officers
4 or managing agents of WELLQUEST. Therefore, Plaintiff is entitled to punitive or exemplary
5 damages against the WELLQUEST in an amount to be determined at the time of trial.

6 105. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award
7 of attorneys' fees and costs.

8 **EIGHTH CAUSE OF ACTION**

9 **(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 et seq.**

10 **– By Plaintiff Against Defendant WELLQUEST Does 1 through 100)**

11 106. Plaintiff realleges and incorporates by reference all of the allegations set forth in
12 this Complaint.

13 107. Plaintiff alleges that significant policies exist in the State of California that
14 prohibit discrimination, retaliation, wrongfully terminating an employee for being disabled,
15 complaining about harassment and protesting against unlawful employment practices. Among
16 others, the right to be free from discrimination and retaliation are codified in the California and
17 United States Constitutions and the provisions of Government Code §§12900 *et seq.*

18 108. These policies are set forth in various laws including but not limited to
19 Government Code §§12940 (a), 12940 (k); Cal. Const. Art. 1, §8 (employment
20 discrimination).

21 109. Plaintiff became disabled while working for WELLQUEST.

22 110. WELLQUEST, acting through their employees, intentionally created and
23 knowingly permitted the discrimination based on disability and harassment.

24 111. WELLQUEST wrongfully terminated Plaintiff in violation of important and
25 well-established public policies, including, but not limited to, policies against employment
26 discrimination based upon disability and against harassment.

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112. WELLQUEST's wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount within the jurisdiction of this Court, according to proof.

113. As a further proximate result of the unlawful acts of WELLQUEST as alleged above, Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and emotional and physical distress that a reasonable person would suffer upon losing her job. As a result of such actions and consequent harm, Plaintiff has suffered such damages in the amount of at least \$1,000,000, according to proof.

114. The above acts of WELLQUEST constituted a wrongful termination of Plaintiff and were in violation of public policy as described above. Such termination was a substantial factor in causing damage and injury to Plaintiff as set forth below.

115. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to, complaining about harassment were factors in WELLQUEST's conduct as alleged hereinabove.

116. As a result of WELLQUEST's conduct, Plaintiff is entitled to recover punitive damages in amount according to proof at trial.

117. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

NINTH CAUSE OF ACTION

(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order No. 5– By all Plaintiff Against Defendant WELLQUEST Does 1 through 100)

118. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

119. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage... to recover in a civil action the unpaid balance of the full

1 amount of this minimum wage.” IWC Wage Order No. 5 also obligates employers to pay each
2 employee minimum wages for all hours worked. These minimum wage standards apply to each
3 hour employees worked for which they were not paid. Therefore, an employer’s failure to pay
4 for any particular hour of time worked by an employee is unlawful, even if averaging an
5 employee’s total pay over all hours worked, paid or not, results in an average hourly wage
6 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

7 120. Here, Plaintiff was not paid minimum wages due to WELLQUEST’s failure to
8 afford Plaintiff compliant meal/rest breaks.

9 121. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
10 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
11 wage, including interest thereon, reasonable attorneys’ fees, and costs of suit.

12 122. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
13 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
14 *Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under
15 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
16 the overtime for which they received no compensation. *See Sillah v. Command Int’l Sec. Servs.*,
17 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
18 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
19 minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
20 (N.D. Cal. 2016).

21 123. Plaintiff suffered and continued to suffer losses related to the use and
22 enjoyment of compensation due and owing to her as a direct result of WELLQUEST’s
23 unlawful acts and Labor Code violations in an amount to be shown according to proof at trial.

24 124. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
25 wages against employers and those individuals acting on their behalf. Plaintiff requests that
26 this Court assess said penalty against Defendant WELLQUEST in the amount of at least
27 \$165,230.00, to be proven at trial.

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125. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendant WELLQUEST owes her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

TENTH CAUSE OF ACTION

**(Failure to Provide Meal Breaks in Violation of Labor Code §226.7; IWC Wage Order
No. 5– By Plaintiff Against Defendant WELLQUEST and Does 1 through 100)**

126. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

127. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

128. California Labor Code §1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

129. IWC Wage Order No. 5 provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30-minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

130. IWC Wage Order No. 5 further provides, in relevant part: "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

131. Section 512(a) of the California Labor Code provides, in relevant part, that:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less

1 than 30-minutes, except that if the total work period per day of the employee is
2 no more than six hours, the meal period may be waived by mutual consent of
3 both the employer and employee.

4 132. The Labor Code and Wage Order No. 5 provisions cited above require
5 California employers to provide employees with off-duty 30-minute meal periods on or before
6 the fifth hour of their shifts. To satisfy this obligation, California employers must: (1) make
7 employees aware of their right to off-duty 30-minute meal periods before the fifth hour of their
8 shifts, and (2) ensure that employees are actually free of job duties for thirty minutes per day on
9 or before the fifth hour of their shifts.

10 133. Plaintiff's meal breaks were interrupted, afforded late and/or not afforded.

11 134. WELLQUEST further violated IWC Wage Order No. 5 and Labor Code § 226.7
12 by failing to pay one hour of compensation to Plaintiff at her individual and regular rate of pay
13 for each work day that the meal period was not provided, in an amount according to proof. This
14 amount remains owed and unpaid.

15 135. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
16 recover wages due based on the deprivation of meal periods under Cal. Labor Code
17 § 226.7(b).

18 136. As a direct and proximate result of WELLQUEST's unlawful conduct as
19 alleged herein, Plaintiff has sustained economic damages, including but not limited to unpaid
20 wages and lost interest, in an amount to be established at trial, and is entitled to recover
21 economic and statutory damages, attorneys' fees and penalties and other appropriate relief due
22 to Defendant WELLQUEST's violations of the California Labor Code and IWC Wage Order
23 No. 5.

24 **ELEVENTH CAUSE OF ACTION**

25 **(Failure to Provide Rest Breaks in Violation of Labor Code §226.7; IWC Wage Order No.**

26 **5– By Plaintiff Against Defendant WELLQUEST and Does 1 through 100)**

27 137. Plaintiff realleges and incorporates by reference all of the allegations set forth in
28 this Complaint.

138. Labor Code § 226.7 and IWC Wage Order No. 5 provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

139. Labor Code § 226.7 and Wage Order No. 5 provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

140. WELLQUEST has intentionally and improperly failed to afford Plaintiff uninterrupted rest periods in violation of Labor Code § 226.7 and Wage Order No. 5. Further, Plaintiff was only able to take one rest break per day because WELLQUEST was short staffed.

141. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

142. At all times relevant hereto, WELLQUEST failed to provide rest periods as required by Labor Code § 226.7 and IWC Wage Order No. 5.

143. By virtue of WELLQUEST's unlawful failure to afford rest periods, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

TWELFTH CAUSE OF ACTION

(Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code §226– By Plaintiff Against Defendant WELLQUEST and Does 1 through 100)

144. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

145. At all times relevant herein, WELLQUEST issued payroll statements to Plaintiff which violated Cal. Lab. Code §226(a), in that WELLQUEST failed to properly and accurately itemize the number of hours she worked at the effective regular rates of pay.

146. WELLQUEST knowingly and intentionally failed to comply with Cal. Lab. Code §226(a), causing damage to Plaintiff. These damages, including but not limited to costs expended calculating her true hours worked, and the amount of employment taxes which were

1 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
2 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
3 violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal.
4 Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and
5 costs.

6 147. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
7 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

8 **THIRTEENTH CAUSE OF ACTION**

9 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203– By** 10 **Plaintiff Against Defendant WELLQUEST Does 1 through 100)**

11 148. Plaintiff realleges and incorporates by reference all of the allegations set forth in
12 this Complaint.

13 149. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
14 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
15 from employment, unpaid wages are due and payable within 72 hours of resignation.

16 150. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
17 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
18 paid, not to exceed thirty days.

19 151. Plaintiff was wrongfully discharged from WELLQUEST's employ and
20 WELLQUEST willfully failed to pay Plaintiff wages due to her.

21 152. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day
22 she was not timely paid, not to exceed 30 days' wages.

23 153. By willfully failing to pay Plaintiff for minimum wages and separate amounts
24 owed for meal/rest periods not provided, as set forth above, in a timely manner as required by
25 Cal. Lab. Code §§ 201 & 202, WELLQUEST is liable to her for penalties pursuant to Cal. Lab.
26 Code § 203, in an amount equal to 30 days of her per diem wage rate in an amount according to
27 proof.

1 **FOURTEENTH CAUSE OF ACTION**

2 **(Failure to Provide a Uniform Maintenance Allowance Cal. Labor Code §2802 By all**
3 **Plaintiff Against Defendant WELLQUEST and Does 1 through 100)**

4 154. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 155. Under California law, if an employer requires non-exempt employees to wear a
7 uniform, the employer must pay for and maintain the uniform for the employee. Labor Code
8 §2802.

9 156. An employer may never impose a financial burden on employees, with respect
10 to purchasing or maintaining clothing, which would reduce the employee's wage rate below the
11 minimum wage.

12 157. Here, Plaintiff was required to purchase uniforms for work.

13 158. WELLQUEST failed to purchase the uniforms for Plaintiff nor reimburse her
14 for the cost thereof.

15 159. Additionally, Plaintiff maintained the uniforms herself.

16 160. As a proximate result of the aforementioned violations of § 2802, Plaintiff is
17 entitled to recovery from WELLQUEST for reimbursement of necessary expenditures
18 including interest and attorneys' fees.

19 161. As a proximate result of the aforementioned violations of Labor Code § 2802,
20 Plaintiff has been damaged in an amount according to proof at the time of trial.

21 **FIFTEENTH CAUSE OF ACTION**

22 **(Failure to Allow for Inspection of Employment Records in Violation of Cal. Labor Code**
23 **§1198.5 By Plaintiff Against Defendant WELLQUEST and Does 1 through 100)**

24 162. Plaintiff realleges and incorporates by reference all of the allegations set forth in
25 this Complaint.

26 163. California Labor Code Section 1198.5 provides:

27 (a) Every current and former employee, or his or her representative, has the right
28 to inspect and receive a copy of the personnel records that the employer

1 maintains relating to the employee's performance or to any grievance concerning
2 the employee.

3 (b) The employer shall make the contents of those personnel records available
4 for inspection to the current or former employee, or his or her representative, at
5 reasonable intervals and at reasonable times, but not later than 30 calendar days
6 from the date the employer receives a written request, unless the current or
7 former employee, or his or her representative, and the employer agree in writing
8 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
9 date does not exceed 35 calendar days from the employer's receipt of the written
10 request to inspect the records. Upon a written request from a current or former
11 employee, or his or her representative, the employer shall also provide a copy of
12 the personnel records,... later than 30 calendar days from the date the employer
13 receives the request...

14 (k) If an employer fails to permit a current or former employee, or his or her
15 representative, to inspect or copy personnel records within the times specified I
16 this section... the current or former employee may recover a penalty of seven
17 hundred fifty dollars (\$750) from the employer.

18 (l) A current or former employee may also bring an action for injunctive relief
19 to obtain compliance with this section, and may recover costs and reasonable
20 attorney's fees in such an action.

21 164. Additionally, pursuant to IWC Wage Order No. 5, at section 7 re: Records,
22 employers are required to keep accurate payroll records on each employee, and such records
23 must be made readily available for inspection by the employee upon reasonable request. The
24 employer must also maintain accurate production records.

25 165. On or about February 26, 2025, Plaintiff's counsel issued a written request to
26 WELLQUEST for copies of her personnel records.

27 166. Under California Labor Code Sections 226, 432 and 1198.5, such records were
28 to include all records relating to Plaintiff's hours worked, wage statements and compensation.

1 Plaintiff's counsel and WELLQUEST did not enter into an agreement to enlarge the time for
2 WELLQUEST's compliance, and WELLQUEST has failed and refused to permit Plaintiff
3 copies of her records.

4 167. As a direct result and consequence of WELLQUEST's failure and refusal to
5 permit Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an
6 order or decree mandating WELLQUEST's compliance. Plaintiff has suffered and will suffer
7 harm as a result of WELLQUEST's ongoing refusal to comply. Plaintiff also seeks recovery of
8 the statutory penalty of \$750 based upon WELLQUEST's violation of §1198.5.

9 **SIXTEENTH CAUSE OF ACTION**

10 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
11 **§17200 et seq.— By Plaintiff Against Defendant WELLQUEST Does 1 through 100)**

12 168. Plaintiff realleges and incorporates by reference all of the allegations set forth in
13 this Complaint.

14 169. California Business & Professions Code § 17200 et seq. prohibits acts of unfair
15 competition, which shall mean and include any "unlawful and unfair business practices."

16 170. WELLQUEST's conduct as alleged herein has been and continues to be unfair,
17 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
18 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
19 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
20 therefore has standing to bring this suit for restitution.

21 171. The paying of minimum wages, affording meal/rest breaks, providing a uniform
22 maintenance allowance and providing employment records are fundamental public policies of
23 the State of California. It is also the public policy of this State to enforce minimum labor
24 standards, to ensure that employees are not required or permitted to work under substandard
25 and unlawful conditions, and to protect those employers who comply with the law from losing
26 competitive advantage to other employers who fail to comply with labor standards and
27 requirements.

1 172. WELLQUEST failed to pay Plaintiff minimum wages, allow Plaintiff to take
2 compliant meal/rest breaks, to pay all wages due on termination, to issue accurate wage
3 statements, provide a uniform maintenance allowance and to provide her employment records.

4 173. During the applicable limitations period, WELLQUEST violated Plaintiff's
5 rights under the above-referenced Labor Code sections by failing to pay minimum wages, not
6 affording compliant meal/rest breaks in violation of *Labor Code* §§ 226.7 and 203, 226, failing
7 to provide a uniform maintenance allowance and as a result of not correctly calculating her
8 regular rate of pay to include all applicable remuneration, including, but not limited to,
9 minimum wages and premium pay for improper meal/rest break.

10 174. Through the conduct alleged herein, WELLQUEST acted contrary to these
11 public policies and has thus engaged in unlawful and/or unfair business practices in violation of
12 Business & Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and
13 privileges guaranteed to employees under California law.

14 175. WELLQUEST regularly and routinely violated the following statutes and
15 regulations with respect to Plaintiff:

16 *Cal. Labor Code* § 1197 and IWC Wage Order No. 5 (failure to pay minimum
17 wages);

18 *Cal. Lab. Code* § 226 (failure to provide accurate wage statements to employees
19 at the time of payment);

20 *Cal. Lab. Code* §§ 201, 202 and 203 (failure to pay wages due on termination);

21 *Cal. Lab. Code* §§ 226.7 and 512, and IWC Wage Order No. 5 (failure to
22 provide meal/rest periods);

23 *Cal. Lab. Code* §2802 (failure to provide a uniform maintenance allowance);

24 and

25 *Cal. Lab. Code* §1198.5 (failure to allow inspection of employment records).

26 176. By engaging in these business practices, which are unfair business practices
27 within the meaning of Bus. & Prof. Code §§ 17200 et seq., WELLQUEST harmed Plaintiff and
28

1 gained an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
2 entitled to obtain restitution of these funds.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor
5 and against Defendants, and each of them, as follows:

6 1. For compensatory damages in the amount of minimum wages due to Plaintiff, in
7 the amount of at least \$165,230.00, according to proof;

8 2. For compensatory damages for lost wages and employment benefits, in the
9 amount of at least \$165,230.00, according to proof;

10 3. For compensation of one hour at the regular rate of pay for each meal/rest period
11 denied in violation of *Cal. Lab. Code* § 226.7 and IWC Wage Order No. 5, according to proof;

12 4. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;

13 5. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
14 § 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the
15 total amount of days elapsed between the date of involuntary termination, and/or 72 hours after
16 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

17 6. For specific relief enforcing waiting time penalties of 30 days of per diem wages
18 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;

19 7. For compensatory damages in the amount of Plaintiff's out of pocket expenses
20 for purchase of uniforms, plus interest, costs and attorneys' fees pursuant to *Cal. Code Civ.*
21 *Proc.* §2802(c);

22 8. For prejudgment interest accrued on all due and unpaid minimum wages from
23 the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a),
24 according to proof;

25 9. For an award of restitution of wages to Plaintiff in an amount equal to the
26 amount of wages owed and unpaid, according to proof;

27 10. For compensatory damages for employment benefits, in an amount within the
28 jurisdiction of this Court, according to proof;

11. For compensatory damages for physical and emotional distress, in the amount of \$1,000,000, according to proof:

12. For an award of consequential damages, according to proof;

13. For general damages according to proof;

14. For a preliminary and permanent injunction ordering WELLQUEST to disclose Plaintiff's payroll records and to prevent WELLQUEST from committing such illegal acts in the future;

15. For injunctive relief requiring WELLQUEST to comply with Labor Code §1198.5(b)(1);

16. For punitive and exemplary damages in a sum to be determined at trial;

17. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to *Government Code* § 12965(b), Cal. Lab. Code §§ 1198.5(1), 2802 and Cal. Code Civ. Proc. §1021.5; and

18. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Jessica Juarez hereby respectfully requests a trial by jury for all claims and issues raised in her Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: February 26, 2025

By: Vanya Khanna
Vanya Khanna
Attorneys for Plaintiff
Jessica Juarez