

EXHIBIT 1

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Attorneys for Defendant AN SCPB, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JOHN DOE, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

AN SCPB, LLC, a limited liability company;
KEVIN DOE, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 30-2025-01454918-CU-WT-CJC

*[Assigned for all purposes to: Hon. Thomas
S. McConville, Dept. C28]*

**JOINT STIPULATION FOR LEAVE TO
FILE SECOND AMENDED
COMPLAINT FOR DAMAGES, CLASS,
AND REPRESENTATIVE ACTION;
[PROPOSED] ORDER**

Complaint filed: January 22, 2025
FAC filed: February 18, 2025
Trial date: Not Set

**JOINT STIPULATION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT FOR
DAMAGES, CLASS, AND REPRESENTATIVE ACTION; [PROPOSED] ORDER**

1 Plaintiff JOHN DOE (“Plaintiff”) and Defendant AN SCPB, LLC (“Defendant,” and
2 together with Plaintiff, the “Parties”), by and through their respective counsel of record, hereby
3 enter into the stipulation below with reference to the following facts:

4 **WHEREAS**, on January 22, 2025, Plaintiff filed a complaint for damages in the above-
5 entitled court against Defendants alleging violations of California law for: (1) negligence; (2)
6 sexual harassment in violation of FEHA; (3) gender discrimination in violation of FEHA; (4)
7 hostile work environment harassment; (5) retaliation in violation of FEHA; (6) whistleblower
8 retaliation in violation of Labor Code § 1102.5; (7) failure to prevent discrimination, harassment,
9 and retaliation; and (8) wrongful termination in violation of public policy;

10 **WHEREAS**, on February 18, 2025, Plaintiff filed a First Amended Complaint (“FAC”) for
11 Damages and Class Action for damages in the above-entitled court against Defendants alleging
12 violations of California law for: (1) negligence; (2) sexual harassment in violation of FEHA; (3)
13 gender discrimination in violation of FEHA; (4) hostile work environment harassment; (5)
14 retaliation in violation of FEHA; (6) whistleblower retaliation in violation of Labor Code § 1102.5;
15 (7) failure to prevent discrimination, harassment, and retaliation; and (8) wrongful termination in
16 violation of public policy; (9) failure to pay minimum and straight time wages; (10) failure to pay
17 overtime wages; (11) failure to provide meal periods; (12) failure to authorize and permit rest
18 periods; (13) failure to timely pay final wages at termination; (14) failure to provide accurate
19 itemized wage statements; (15) failure to indemnify employees for expenditures; (16) unfair
20 business practices;

21 **WHEREAS**, on February 18, 2025, Plaintiff provided notice to Defendants and the
22 California Labor & Workforce Development Agency (“LWDA”) regarding her intent to pursue a
23 Labor Code Private Attorneys General Act (“PAGA”) representative action;

24 **WHEREAS**, on March 3, 2025, Plaintiff served Defendant AN SCPB, LLC with the
25 Summons, Complaint and FAC via substituted service;

26 **WHEREAS**, Defendant Kevin Doe has not yet been served in this action;

27 **WHEREAS**, following meet and confer between counsel for Plaintiff and AN SCPB, LLC
28 with respect to Defendant AN SCPB, LLC’s anticipated Demurrer to the FAC on April 10, 2025,

1 Plaintiff agreed to amend his pleading to add certain omitted class action allegations and to clarify
2 the class period, and additionally sought to add a new cause of action pursuant to PAGA;

3 **WHEREAS**, in order to effectively and economically litigate the claims, the Parties have
4 agreed that Plaintiff may file Second Amended Complaint (“SAC”) for Damages, Class, and
5 Representative Action adding a new cause of action pursuant to PAGA and the omitted class action
6 allegations and clarifying the class period;

7 **WHEREAS**, in agreeing and stipulating to the filing of the SAC in this regard, Defendant
8 AN SCPB, LLC does not waive and expressly reserves any and all defenses it has or may have
9 with respect to the claims and allegations set forth in the SAC, including without limitation that
10 some or all of the claims set forth in the SAC are subject to mandatory arbitration and/or are the
11 subject of a class or representative action waiver and are, thus, not properly brought in this forum
12 and by entering into this Stipulation, Defendant AN SCPB, LLC expressly does not consent to the
13 Court’s jurisdiction over the claims and causes of action asserted in the SAC and, through this
14 Stipulation, does not presently seek any affirmative relief from the Court with respect to the claims
15 and causes of action asserted in the SAC, and Defendant AN SCPB, LLC’s entry into this
16 Stipulation is solely in interest of judicial economy and avoiding otherwise unnecessary motion
17 practice that would otherwise be required for Plaintiff to obtain leave to file his SAC;

18 **WHEREAS**, Plaintiff seeks leave to file a Second Amended Complaint for Damages,
19 Class, and Representative Action, attached hereto as **Exhibit A**, to add a cause of action pursuant
20 to PAGA and include the omitted class action allegations and clarifying the class period. A redlined
21 version of the Second Amended Complaint for Damages, Class, and Representative Action is
22 attached hereto as **Exhibit B**;

23 **THEREFORE**, the Parties, by and through their undersigned counsel of record, hereby
24 stipulate and agree, subject to the conditions and limitations set forth above, to Plaintiff’s filing of
25 the SAC attached hereto as Exhibit A, and respectfully request that the Court enter an order as
26 follows:

27 1. Plaintiff be allowed leave to file his SAC in the form attached as **Exhibit A** to this
28 Stipulation;

2. Plaintiff's Second Amended Complaint for Damages, Class, and Representative Action be deemed effective as of the date that the Court approves and issues its Order with respect hereto; and

3. Defendant shall have forty (40) days from the service of the Order granting this Joint Stipulation SAC to file and serve upon Plaintiff a responsive pleading to the SAC.

Respectfully submitted,

Dated: June 12, 2025

WILSHIRE LAW FIRM

By: 
Nicol E. Hajjar
Rachel J. Vinson

Attorneys for Plaintiff *JOHN DOE*

Dated: June 12, 2025

**EARLY SULLIVAN WRIGHT GIZER &
MCRAE LLP**

By: /s/ Peter D. Scott
Peter D. Scott

Attorneys for Defendant *AN SCPB, LLC*

[PROPOSED] ORDER

The Court having considered the Parties' Joint Stipulation for Leave to file a Second Amended Complaint for Damages, Class, and Representative Action, and good cause appearing, IT IS HEREBY ORDERED AS FOLLOWS:

1. Plaintiff is granted leave to file his SAC, of which a true and correct copy is attached hereto as **Exhibit A. Plaintiff shall file the SAC forthwith with the Court.**

2. Plaintiff's Second Amended Complaint for Damages, Class, and Representative Action is deemed effective as of the date that the Court approves and issues this Order with respect to the Joint Stipulation; and

3. Defendant shall have forty (40) days from the service of this Order to file and serve upon Plaintiff a responsive pleading to the SAC.

IT IS SO ORDERED.

DATE: **June 12, 2025**



Honorable Thomas S. McConville
Judge of the Orange County Superior Court

EXHIBIT A

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JOHN DOE

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

JOHN DOE, individually, on behalf of all
others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

vs.

AN SCPB, LLC, a limited liability
company; KEVIN DOE, an individual; and
DOES 1 through 50, inclusive,
Defendants.

CASE NO.: 30-2025-01454918-CU-WT-CJC

*[Assigned for all purposes to: Hon. Thomas S.
McConville, Dept. C28]*

**SECOND AMENDED COMPLAINT FOR
DAMAGES, CLASS, AND REPRESENTATIVE
ACTION:**

- 1. NEGLIGENCE;**
- 2. SEXUAL HARASSMENT IN VIOLATION OF FEHA;**
- 3. GENDER DISCRIMINATION IN VIOLATION OF FEHA;**
- 4. HOSTILE WORK ENVIRONMENT HARASSMENT (GOVT. CODE §§ 12923, 12940(j));**
- 5. RETALIATION IN VIOLATION OF FEHA;**
- 6. WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5;**
- 7. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION;**
- 8. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 9. FAILURE TO PAY MINIMUM AND STRAIGHT TIME WAGES (CAL. LAB. CODE §§ 204, 1194, 1194.2, 1197, AND 1197.1);**

10. FAILURE TO PAY OVERTIME WAGES (CAL. LAB. CODE §§ 1194 AND 1198);
11. FAILURE TO PROVIDE MEAL PERIODS (CAL. LAB. CODE §§ 226.7, 512);
12. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS (CAL. LAB. CODE §§ 226.7);
13. FAILURE TO TIMELY PAY FINAL WAGES AT TERMINATION (CAL. LAB. CODE §§ 201-203);
14. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (CAL. LAB. CODE § 226);
15. FAILURE TO INDEMNIFY EMPLOYEES FOR EXPENDITURES (CAL. LAB. CODE § 2802);
16. UNFAIR BUSINESS PRACTICES (CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.); and,
17. CIVIL PENALTIES UNDER PAGA (CAL. LAB. CODE § 2699, ET SEQ.)

JURY TRIAL DEMANDED

COMES NOW Plaintiff, JOHN DOE, who respectfully alleges the following:

I.

GENERAL ALLEGATIONS

1. This is an action for violations of California law against AN SCPB, LLC and KEVIN DOE, and by and through their respective sole proprietors, owners, shareholders, officers, directors, members, managing agents, alter egos, and DOES 1 THROUGH 50, inclusive (collectively, “Defendants”), for: (1) negligence; (2) sexual harassment in violation of FEHA; (3) gender discrimination in violation of FEHA; (4) hostile work environment harassment; (5) retaliation in violation of FEHA; (6) whistleblower retaliation in violation of Labor Code § 1102.5; (7) failure to prevent discrimination, harassment, and retaliation; and (8) wrongful termination in violation of public policy; (9) failure to pay minimum and straight time wages; (10) failure to pay overtime wages; (11) failure to provide meal periods; (12) failure to authorize and permit rest periods; (13) failure to timely pay final wages at termination; (14) failure to provide accurate itemized wage statements; (15) failure to indemnify employees for expenditures; (16) unfair business practices.

2. Venue is proper in this Court because Plaintiff is informed and believes that at all times relevant to this action, all Defendants, and/or Does 1 through 50, inclusive, had their principal place of business and were doing business in Orange County, California; Defendants employed Plaintiff in Orange County; Plaintiff worked in Orange County throughout his employment with Defendants; Defendants’ relevant actions herein alleged occurred in Orange County; witnesses reside in Orange County; and Defendants’ relevant records are maintained and administered in Orange County.

3. Plaintiff brings the Ninth through Sixteenth Causes of Action individually and as a class action on behalf of Plaintiff and certain current and former employees of Defendants (hereinafter collectively referred to as “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

4. Plaintiff brings the Seventeenth Cause of Action as a representative action under the

1 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
2 Plaintiff, the State of California, and past and present non-exempt employees by Defendants in the
3 State of California during the statute of limitations period for his PAGA claim (hereinafter referred
4 to as the “Aggrieved Employees”).

5 5. Defendants own/owned and operate/operated an industry, business, and establishment
6 within the State of California, including Orange County. As such and based upon all facts and
7 circumstances incident to Defendants’ business in California, Defendants are subject to the California
8 Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California
9 Business & Professions Code.

10 6. Despite these requirements, throughout the statutory period, Defendants have, at
11 times;

12 (a) Failed to pay some, but not necessarily all employees for all hours worked,
13 including all minimum, straight time, and overtime wages in compliance with
14 the California Labor Code and IWC Wage Orders;

15 (b) Failed to provide some, but not necessarily all employees with timely and duty-
16 free meal periods in compliance with the California Labor Code and IWC
17 Wage Orders, failed to maintain accurate records of all meal periods taken or
18 missed, and failed to pay an additional hour’s pay for each workday a meal
19 period violation occurred;

20 (c) Failed to authorize and permit some, but not necessarily all employees to take
21 timely and duty-free rest periods in compliance with the California Labor Code
22 and IWC Wage Orders, and failed to pay an additional hour’s pay for each
23 workday a rest period violation occurred;

24 (d) Willfully failed to pay some, but not necessarily all employees all minimum
25 wage, straight time wages, overtime wages, meal period premium wages, and
26 rest period premium wages due within the time period specified by California
27 law when employment terminates;

28 (e) Failed to provide some, but not necessarily all employees with accurate,

itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;

(f) Failed to indemnify some, but not necessarily all employees for expenditures incurred in direct discharge of duties of employment; and

(g) Failed to timely produce requested employment records to some, but not necessarily all employees as required by the California Labor Code and IWC Wage Order.

7. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondent superior."

II.

THE PARTIES

9. At all relevant times, Plaintiff JOHN DOE ("Plaintiff") is and was an individual over the age of 18 and a resident of the County of Orange, State of California.

10. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiff, if necessary, in order to establish suitable representative(s) pursuant to La Sala v. American Savings and Loan Association (1971) 5 Cal.3d 864, 872, and other applicable law.

11. Plaintiff reserves the right to seek leave to amend this complaint to add a claim for civil penalties under Private Attorneys General Act pursuant to Labor Code § 2699.3(a)(2)(C).

12. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant AN SCPB, LLC (hereinafter, "SCPB" or collectively with co-Defendants, "Defendants") is, and at all times herein mentioned, was:

(a) A business entity conducting business in numerous counties throughout the

State of California, including Orange County; and,

(b) The former employer of Plaintiff, and the current and/or former employer of the putative Class and Aggrieved Employees because Defendant AN SCPB, LLC suffered and permitted Plaintiff, the Class, and Aggrieved Employees to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiff, the Class, and Aggrieved Employees, thereby creating a common law employment relationship

13. Plaintiff is informed and believes and thereon alleges that Defendant KEVIN DOE (hereinafter, “KEVIN”, or collectively with co-Defendants, “Defendants”) is, and at all times mentioned in this Complaint was, employed by SCPB and was and is a resident of Orange County, California. At all relevant times, Defendant KEVIN occupied a managerial position at Defendant SCPB, had direct supervisory authority over Plaintiff, and/or exercised supervisory authority over Plaintiff within the scope of Defendant KEVIN’S employment and authority.

14. Plaintiff is informed and believes and thereon alleges that all events relevant to this Complaint occurred in Orange County, California. Plaintiff is further informed and believes that witnesses to the events described herein were and are residents of Orange County, California.

15. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as Does 1 through 50, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when the same are ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants is responsible in some manner for all occurrences herein alleged including the named Defendants’ discriminatory, harassing, retaliatory, and other illegal acts, and that Plaintiff’s, the Class’s, and the Aggrieved Employees’ damages alleged herein are proximately caused by these Defendants.

16. Plaintiff is informed and believes and thereon alleges that at all relevant times, all Defendants, including Defendants sued herein as Does 1 through 50, were agents, employees, and/or joint venturers of the other Defendants, or were otherwise working in concert with the other Defendants, and were acting within the course and scope of such agency, employment, joint venture, and/or concerted activity. The herein alleged acts and omissions perpetrated by any single Defendant,

1 or any group of Defendants, and their agents, were confirmed and ratified by all other Defendants,
2 both individually and collectively.

3 17. At all relevant times, Defendants and Does 1 through 50, and each of them, were the
4 agents, servants, and alter-egos of each other, and as such, the acts and omissions of one Defendants
5 are considered the acts and omissions of all Defendants. Plaintiff is informed and believes and
6 thereon alleges that there is such unity of interests and ownership between these Defendants that
7 separate status no longer exists, and that observance of the fiction of separate existence among these
8 Defendants would sanction fraud and promote injustice.

9 18. At all times mentioned herein, the Defendants and Does 1 through 50, inclusive, and
10 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
11 injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State of
12 California.

13 19. Plaintiff is informed and believes and thereon alleges that at all relevant times each
14 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other
15 employees described in the class definitions below, and exercised control over their wages, hours,
16 and working conditions. Plaintiff is informed and believe and thereon allege that, at all relevant times,
17 each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
18 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
19 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
20 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all
21 of the other Defendants so as to be liable for their conduct with respect to the matters alleged below.
22 Plaintiff is informed and believes and thereon allege that each Defendant acted pursuant to and within
23 the scope of the relationships alleged above, that each Defendant knew or should have known about,
24 and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other
25 Defendants.

26 20. Whenever and wherever reference is made in this Complaint to any act or failure to
27 act by any single Defendant or any group of Defendants, such reference shall also be deemed to mean
28 the acts and failures to act of each Defendant, and all Defendants, acting individually, jointly, and

severally.

21. Whenever and wherever reference is made to individuals who are not named as Plaintiffs or Defendants in this Complaint but were agents, servants, employees, and/or supervisors of Defendants, such individuals, at all relevant times, acted on behalf of named and Doe Defendants within the scope of their employment and authority.

III.

FACTUAL ALLEGATIONS

22. Plaintiff was hired by Defendant(s) on or about May 24, 2024, as a Server Assistant/Food Runner as an hourly-paid, non-exempt employee.

23. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendant repeatedly and frequently scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

24. While working for Defendant, KEVIN DOE began sexually harassing Plaintiff.

25. KEVIN DOE would make sexual comments in Spanish, in front of dining customers, to Plaintiff:

☐ "quiero verla, ensenamela" - I want to see it, show it to me

☐ "la tienes grande?" - you have it big?

☐ "no mas comida si no me la ensenas" - no more food if you don't show it to me

☐ "ensenamela, la quiero ver" – show it to me, I want to see it

26. KEVIN DOE's behavior escalated and became physical. KEVIN DOE would approach Plaintiff and tell him "me gustas" (I like you) and would reach for Plaintiff's genital/crotch area despite Plaintiff making it clear that KEVIN DOE's conduct was not welcome.

27. Another example of KEVIN DOE's unwelcomed behavior, Plaintiff was speaking with co-worker Cesar, KEVIN DOE approached Plaintiff, grabbed him by the shirt, and told him "Cesar es mio. No lo molestes. Es mio." (Cesar is mine. Don't bother him. He's mine)

1 28. Plaintiff reported KEVIN DOE’s sexual harassment to upper management, Managers
2 Michelle and Jacky.

3 29. Subsequently, Plaintiff spoke to HR Manager Yvette to report KEVIN DOE. Plaintiff
4 spoke with Yvette and Rosa both with HR. They informed Plaintiff that an attorney had been hired
5 by the restaurant to investigate and would be contacting him shortly.

6 30. Shortly after his report to HR, Plaintiff started experiencing retaliation from SCPB.

- 7 ☐ Although scheduled to work, Plaintiff was sent home;
- 8 ☐ Although scheduled to work a full shift, HR Manager Yvette sent
9 Plaintiff home early;
- 10 ☐ Although scheduled to work, Yvette informed Plaintiff he was not
11 going to work that day.

12 31. Plaintiff received a call from an attorney named “Scott” who told him he would be
13 conducting the investigation into Plaintiff allegations. Scott told Plaintiff he wanted to video record
14 his interview with Plaintiff. Plaintiff agreed to speak with Scott.

15 32. On or about October 1, 2024, Plaintiff texted his General Manager, Bon Pinnack,
16 asking if he could have someone cover his shift as he felt *“really bad emotionally because the
17 situation about sexual harassment.”* Mr. Pinnack responded, *“Yvette will contact you. Thank you.”*

18 33. On or about October 7, 2024, Plaintiff and four other victims of KEVIN DOE were
19 rounded up to a meeting with HR Manager Yvette and were terminated.

20 34. Plaintiff timely filed a complaint with the California Civil Rights Department
21 (“CRD”) against Defendants AN SCPB, LLC, KEVIN DOE, and DOES 1 THROUGH 50 for
22 Violation of the FEHA and received his Right to Sue. (See Exhibit A hereto). Plaintiff’s counsel
23 provided Defendants with notice of the Right to Sue by mailing them a copy of the document. Plaintiff
24 has therefore exhausted his administrative remedies.

25 35. FEHA codified at Government Code §12900 et seq. §12940 and §12941 prohibits
26 among other things, harassment, discrimination, retaliation in employment on account of certain
27 protected classifications, including a person’s sex/gender, and further the FEHA requires an
28 investigation into allegations of harassment and discrimination.

1 36. As a direct and legal result of the aforesaid acts and omissions of Defendants AN
2 SCPB, LLC, KEVIN DOE, and DOES 1 THROUGH 50, and each of them, Plaintiff has been directly
3 and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but
4 not limited to, loss of earnings and future earning capacity, medical and related expenses for care and
5 procedures both now and in the future, attorney's fees, and other pecuniary loss not presently
6 ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

7 37. As a direct and legal result of the acts and omissions of Defendants AN SCPB, LLC,
8 KEVIN DOE, and DOES 1 THROUGH 50, as aforesaid, Plaintiff has been caused, and did suffer,
9 and continue to suffer severe and permanent emotional and mental distress, and anguish, humiliation,
10 embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature and extent of said
11 injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they
12 are ascertained.

13 38. As a further direct and legal result of the acts and omissions of Defendants AN SCPB,
14 LLC, KEVIN DOE, and DOES 1 THROUGH 50, as aforesaid, Plaintiff has been caused to suffer
15 and did suffer a loss of earnings, earning capacity, medical benefits, including insurance and other
16 benefits to which he was entitled. The exact nature and extent of said injuries is presently unknown
17 to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

18 39. These losses and injuries entail that Plaintiff has been generally damaged in an amount
19 within the jurisdictional limits of this court as a result of Defendants' acts and omissions.

20 40. The aforementioned acts of Defendants and their alter egos, committed by and through
21 their managing agents, supervisors, were done with the knowledge of Defendants and their alter egos
22 and or were ratified and condoned by Defendants and their alter egos, and each of them, were willful,
23 wanton, malicious, intentional, oppressive, illegal and despicable and were done in willful and
24 conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents
25 of Defendants and their alter egos, and DOES 1 through 50, and with the express knowledge, consent,
26 and ratification of managerial employees of Defendants and their alter egos, thereby justifying the
27 awarding of punitive and exemplary damages in an amount to be determined at the time of trial. The
28 discrimination and termination of Plaintiff were motivated at least in part by Plaintiff's sex/gender

1 and/or in retaliation for his protected activity and were committed in conscious disregard of Plaintiff's
2 rights and in violation of FEHA. The discrimination and termination of Plaintiff was devised by
3 Defendants and was ratified and condoned by Defendants. Not only was the discrimination and
4 termination of Plaintiff illegal, it was also in direct violation of the policies defendants set forth in
5 their own policies preventing discrimination. The Defendants and their managing agents and alter
6 egos' conduct as set forth herein was reprehensible.

7 41. Defendants' misconduct displayed a high degree of reprehensibility. The harm to
8 Plaintiff was "physical" in the sense that it affected his emotional and mental health, rather than being
9 a purely economic harm. Defendants' conduct evinced an indifference to or a reckless disregard of
10 the health or safety of Plaintiff because Defendants knew or had reason to know that their behavior
11 was likely to harm Plaintiff in this manner and yet did not refrain from their wrongful conduct and
12 omissions. The actions and omissions were, as shown repeated, occurring over a significant period
13 of time. The harm was the result of intentional malice, trickery, or deceit, in that Defendant KEVIN
14 DOE clearly knew his actions and sexually explicit comments were unwelcomed, but he made them
15 anyway. Plaintiff suffered significant emotional harm, some of which manifested physically, as well
16 as pecuniary harm resulting from his loss of employment.

17 42. As a result of the discriminatory acts of Defendants, their agents and alter egos, and
18 each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit
19 as specifically provided in California Government Code §12965(b).

20 43. Throughout Plaintiff's employment, Defendants, at times, failed to pay Plaintiff for
21 all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff
22 with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed
23 to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's employment, failed
24 to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures.

25 44. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff and some
26 of, but not necessarily all of, the Class and the Aggrieved Employees for all hours worked, including
27 minimum, straight time, and overtime wages. Plaintiff and some of, but not necessarily all of, the
28 Class and the Aggrieved Employees worked through meal periods "off-the-clock," and worked

1 before/after they had clocked in/out for the workday. Defendants paid Plaintiff and some of, but not
2 necessarily all of, the Class and the Aggrieved Employees less than all their work time. Some of this
3 unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
4 Defendants also failed to maintain accurate records of the hours Plaintiff and some of, but not
5 necessarily all of, the Class and the Aggrieved Employees worked.

6 45. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff and
7 some of, but not necessarily all of, the Class and the Aggrieved Employees with legally compliant
8 meal periods. Defendants required Plaintiff and some of, but not necessarily all of, the Class and the
9 Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-
10 minute, uninterrupted, and duty-free meal period for every five hours of work, or without
11 compensating Plaintiff and some of, but not necessarily all of, the Class and the Aggrieved Employees
12 for all missed meal periods that were not provided by the end of the fifth hour of work or tenth hour
13 of work. Instead, Defendants continued to assert control over Plaintiff and some of, but not
14 necessarily all of, the Class and the Aggrieved Employees by requiring, pressuring, or encouraging
15 them to perform work tasks which could not be completed without working in lieu of taking
16 mandatory meal periods, or by denying Plaintiff and some of, but not necessarily all of, the Class and
17 the Aggrieved Employees permission to take a meal period. Defendants also failed, at times, to permit
18 Plaintiff and some of, but not necessarily all of, the Class and the Aggrieved Employees to take a
19 second meal period when they worked at least ten hours of work in a workday. Accordingly,
20 Defendants failed to provide meal periods to Plaintiff and some of, but not necessarily all of, the Class
21 and the Aggrieved Employees in compliance with California law.

22 46. Throughout the statutory period, Defendants have, at times, wrongfully failed to
23 authorize and permit Plaintiff and some of, but not necessarily all of, the Class and the Aggrieved
24 Employees to take legally compliant rest periods. Defendants required Plaintiff and some of, but not
25 necessarily all of, the Class and the Aggrieved Employees to work in excess of four consecutive hours
26 a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-
27 free rest period for every four hours of work (or major fraction of four hours), or without
28 compensating Plaintiff and some of, but not necessarily all of, the Class and the Aggrieved Employees

1 for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control
2 over Plaintiff and some of, but not necessarily all of, the Class and the Aggrieved Employees by
3 requiring, pressuring, or encouraging them to perform work tasks which could not be completed
4 without working in lieu of taking mandatory rest periods, or by denying Plaintiff and some of, but
5 not necessarily all of, the Class and the Aggrieved Employees permission to take a rest period.
6 Accordingly, Defendants failed to authorize and permit Plaintiff and some of, but not necessarily all
7 of, the Class and the Aggrieved Employees to take rest periods in compliance with California law.

8 47. Throughout the statutory period, Defendants, at times, willfully failed and refused to
9 timely pay Plaintiff and some of, but not necessarily all of, the Class and the Aggrieved Employees
10 all final wages due at their termination of employment. In addition, Plaintiff's final paychecks did
11 not include payment for all expenditures, minimum wage, straight time wages, overtime wages, meal
12 period premium wages, and rest period premium wages owed to Plaintiff by Defendants at the
13 conclusion of Plaintiff's employment. On information and belief, Defendants' failure to timely pay
14 Plaintiff's final wages when Plaintiff's employment terminated was not a single, isolated incident,
15 but was instead consistent with Defendants' practices that applied, at times, to Plaintiff and some of,
16 but not necessarily all of, the Class and the Aggrieved Employees.

17 48. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff and
18 some of, but not necessarily all of, the Class and the Aggrieved Employees with accurate, itemized
19 wage statements showing all applicable hourly rates, and all gross and net wages earned (including
20 correct hours worked, correct wages for meal periods that were not provided in accordance with
21 California law, and correct wages for rest periods that were not authorized and permitted to take in
22 accordance with California law). As a result of these violations of California Labor Code § 226(a),
23 the Plaintiff and some of, but not necessarily all of, the Class and the Aggrieved Employees suffered
24 injury because, among other things:

- 25 (a) the violations led them to believe that they were not entitled to be paid
26 minimum wage, straight time wages, overtime wages, meal period premium
27 wages, and rest period premium wages, even though some, but not necessarily
28 all, of them were entitled;

- (b) the violations led them to believe that they had been paid the minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages, even though some, but not necessarily all of them had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though some, but not necessarily all of them were entitled;
- (d) the violations led them to believe they had been paid minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages at the correct California rate even though some, but not necessarily all of them had not been;
- (e) the violations hindered them from determining the amounts of minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to some, but not necessarily all of them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to some, but not necessarily all of them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to some, but not necessarily all of them, the violations caused some, but not necessarily all of them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and some, but not necessarily all of the Class and the Aggrieved Employees were entitled, and Plaintiff and some, but not necessarily all of the Class and the Aggrieved Employees were paid less than

the wages and wage rates to which some, but not necessarily all of them were entitled.

Thus, Plaintiff and some, but not necessarily all of the Class and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e).

49. Throughout the statutory period, Defendants have wrongfully required Plaintiff and some, but not necessarily all of the Class and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and some, but not necessarily all, of the Class and the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses.

50. Plaintiff and some of the Class and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff, some of the Class, and the Aggrieved Employees for these employment-related expenses.

IV.

CLASS ACTION ALLEGATIONS

51. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

52. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

53. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

54. At all material times, Plaintiff was a member of the Class.

55. Plaintiff undertakes this concerted activity to improve the wages and working conditions of all Class Members.

56. There is a well-defined community of interest in the litigation and the Class is readily

ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
 - 3) The desirability or undesirability of concentrating the litigation of the

claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

57. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

58. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual Class Members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class Members;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the Class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

59. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

V.

FIRST CAUSE OF ACTION

Negligence, Negligent Hiring, Negligent Retention, and Negligent Training and Supervision

[Against All Defendants EXCEPT KEVIN DOE]

60. Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in the preceding and subsequent paragraphs.

61. At all times alleged herein, Defendant SCPB and DOES 1 through 50, employed Defendant KEVIN DOE during the time Plaintiff was sexually harassed by Defendant KEVIN DOE, and had the right and authority to manage and/or terminate Defendant KEVIN DOE so as to avoid exposing employees to unreasonable risk of harm.

62. At all times alleged herein, Defendant SCPB and DOES 1 through 50 knew or should have known that Defendant KEVIN DOE was acting inappropriately with employees, and that any employee at SCPB and DOES 1 through 50's premises was at risk to be sexually harassed by Defendant KEVIN DOE.

63. Defendant SCPB and DOES 1 through 50, knew or should have known that Defendant KEVIN DOE was repeatedly committing sexual harassment of its employees, including Plaintiff.

64. It was foreseeable to Defendant SCPB and DOES 1 through 50 that Defendant KEVIN DOE would continue to sexually harass employees if he was permitted to continue his employment with Defendant SCPB, including Plaintiff. Accordingly, Defendants owed a duty of care to all employees, including Plaintiff, who came into contact with Defendant KEVIN DOE while at work.

65. By allowing Defendant KEVIN DOE to continue his employment, Defendants

1 breached their duty of care to all employees, including Plaintiff.

2 66. Defendant SCPB and DOES 1 through 50, had a duty not to hire and/or retain
3 Defendant SCPB, and other employees, agents, volunteers and other representatives, given Defendant
4 KEVIN DOE's dangerous and exploitive propensities.

5 67. Defendant SCPB and DOES 1 through 50, by and through their agents, servants and
6 employees, knew or reasonably should have known of Defendant KEVIN DOE dangerous and
7 exploitive propensities and/or that Defendant KEVIN DOE was a dangerous and unfit agent. Despite
8 such knowledge, Defendants negligently hired and retained Defendant KEVIN DOE in positions of
9 trust.

10 68. Defendant SCPB and DOES 1 through 50, by and through their agents, servants and
11 employees knew, or should have known, that Defendant KEVIN DOE was acting inappropriately
12 with employees. Defendants failed to investigate Defendant KEVIN DOE and continued to employ
13 Defendant KEVIN DOE despite evidence that his conduct was inappropriate.

14 69. Defendant SCPB and DOES 1 through 50, by and through their agents, servants and
15 employees, failed to use reasonable care in investigating Defendant KEVIN DOE, and failed to
16 provide adequate warning to Plaintiff of Defendant KEVIN DOE's dangerous propensities and
17 unfitness. Defendant KEVIN DOE was thereby able to abuse his position of trust and authority so as
18 to commit wrongful acts against Plaintiff.

19 70. Defendant SCPB and DOES 1 through 50, by and through their agents, servants and
20 employees, further failed to take reasonable measures to prevent further sexual harassment.

21 71. Defendant SCPB and DOES 1 through 50, by and through their agents, servants and
22 employees, knew or reasonably should have known, of Defendant KEVIN DOE's dangerous and
23 exploitive propensities and/or that Defendant KEVIN DOE was a dangerous and unfit agent.
24 Defendants knew, or should have known, that Defendant KEVIN DOE was acting inappropriately
25 with employees. Defendants failed to train Defendant KEVIN DOE how to act appropriately with
26 employees. Further, despite such knowledge, defendants negligently failed to supervise, or provide
27 reasonable supervision of, Defendant KEVIN DOE, failed to use reasonable care in investigating
28 Defendant KEVIN DOE, failed to provide adequate warning to Plaintiff and other employees at work,

of Defendant KEVIN DOE's dangerous propensities and unfitness, and allowed Defendant KEVIN DOE to remain in positions of trust and authority as a supervisor and authority figure. Defendant KEVIN DOE was thereby able to abuse his position of trust and authority so as to commit wrongful acts against Plaintiff. Defendants further failed to take reasonable measures to prevent further sexual harassment.

72. As a direct, legal, and proximate result of the negligent acts and/or omissions of Defendant SCPB and DOES 1 through 50, Plaintiff suffered severe injuries and damages.

73. Defendant SCPB and DOES 1 through 50 negligently used and managed the premises of the employment and created a dangerous situation and an unreasonable risk of harm to employees, by allowing Defendant KEVIN DOE to continue his employment with Defendant SCPB.

74. As a result of the dangerous conditions created by Defendant SCPB and DOES 1 through 50, numerous employees, including Plaintiff, were sexually harassed by Defendant KEVIN DOE. Said dangerous conditions were a proximate cause of Plaintiff's injuries and damages.

75. As a direct result of the wrongful conduct alleged herein. Plaintiff has suffered, and continue to suffer, severe emotional distress, physical manifestations of emotional distress, shock embarrassment, loss of self-esteem, disgrace, humiliation, powerlessness, and loss of enjoyment of life. Plaintiff has incurred and/or will continue to incur, expenses for medical and psychological treatment, therapy and counseling.

SECOND CAUSE OF ACTION

Sexual Harassment in Violation of FEHA

[Against All Defendants]

76. Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in the preceding and subsequent paragraphs.

77. At all times herein mentioned, California's Fair Employment and Housing Act ("FEHA") was in full force and effect and was binding on Defendants. This statute requires Defendants to refrain from discriminating against, harassing, and retaliating against any employee based on age, disability, race, national origin, sex, and gender. Within the time provided by law, Plaintiff filed a complaint with the California Civil Rights Department ("CRD"), in full compliance

1 with administrative requirements, and received a right-to-sue letter (ATTACHED AS EXHIBIT A).

2 78. The harassing acts of Defendant KEVIN DOE as mentioned in this Complaint against
3 Plaintiff were unwelcome and were permitted by Defendants in their capacity as Defendants'
4 employee, agent, or person under Defendants' control and were committed within the scope of his
5 employment and authority.

6 79. As mentioned in this Complaint, Defendant KEVIN DOE made unwanted sexual
7 advances to Plaintiff, an employee of Defendants, and engaged in unwanted verbal and/or physical
8 conduct of a sexual nature towards Plaintiff. Defendant KEVIN DOE's sexual harassment included,
9 without limitation: (a) regularly making inappropriate offensive comments and gestures of a sexual
10 nature to Plaintiff; (b) approaching Plaintiff inappropriately, without his consent, on several occasions
11 throughout his employment; and (c) inappropriately touching Plaintiff. Defendants' conduct
12 subjected Plaintiff to sexual harassment based on his gender, and thereby created an abusive, hostile,
13 intimidating, oppressive, and offensive work environment for Plaintiff.

14 80. Defendants knew of the sexual harassment based on Plaintiff's gender but failed to
15 exercise reasonable care to promptly correct it and prevent any future harassing behavior against
16 Plaintiff. Therefore, Defendants, and each of them, are responsible for Defendant KEVIN DOE's
17 conduct.

18 81. As a direct, foreseeable, and proximate result of Defendants' conduct as alleged
19 herein, Plaintiff has suffered and will continue to suffer actual damages, including lost earnings and
20 other employment benefits, in a sum in excess of the jurisdictional limit of this Court, the exact
21 amount of which is not yet known, which amount will be proven at the time of trial.

22 82. As a further direct, foreseeable, and proximate result of said wrongful acts and failures
23 to act by Defendants, Plaintiff has suffered and will continue to suffer substantial emotional distress,
24 and will incur other incidental and consequential damages and losses, all in amounts to be proven at
25 time of trial. Plaintiff claims all such amounts as damages, together with prejudgment interest,
26 pursuant to any provision of law providing for prejudgment interest.

27 83. As a further direct, foreseeable, and proximate result of Defendants' discriminatory
28 and wrongful actions against Plaintiff as alleged herein, Plaintiff has suffered and will continue to

1 suffer special damages that include, without limitation, loss of wages, salary, benefits, and/or
2 additional amounts of money Plaintiff would have received but for Defendants' discriminatory and
3 wrongful actions as alleged herein. Plaintiff also continues to suffer the intangible loss of such
4 employment-related opportunities as experience in the position Plaintiff held and advancement
5 opportunities.

6 84. As a further direct, foreseeable, and proximate result of said wrongful acts and failures
7 to act by Defendants, Plaintiff has suffered and will continue to suffer humiliation, shame, despair,
8 embarrassment, depression, and mental pain and anguish, causing Plaintiff to incur damages in an
9 amount to be proven at trial.

10 85. The aforementioned acts were carried out by Defendants in a malicious, willful, and
11 oppressive manner, with intent to injure and cause damage to Plaintiff, entitling Plaintiff to recover
12 exemplary damages from Defendants under Civil Code § 3294. Defendants' decision to terminate
13 Plaintiff's employment based on Plaintiff's gender was reached and implemented with intent to injure
14 Plaintiff and with intent to prevent the exercise of Plaintiff's statutory rights. Defendants' officers,
15 directors, and managerial and supervisory employees participated in the unlawful conduct as alleged
16 above, or had actual knowledge that the above- alleged conduct was unlawful and occurring but
17 nevertheless authorized and/or ratified the practices in conscious disregard of the rights of Plaintiff.

18 86. Under the Fair Employment and Housing Act, Plaintiff is entitled to an award of
19 reasonable attorney's fees and costs.

20 **THIRD CAUSE OF ACTION**

21 **Gender Discrimination in Violation of FEHA**

22 *[Against All Defendants EXCEPT KEVIN DOE]*

23 87. Plaintiff incorporates herein by reference, as though fully set forth at length, each and
24 every allegation and statement contained in the preceding and subsequent paragraphs.

25 88. At all relevant times, FEHA, Government Code section 12940 et seq., was in full force
26 and effect and was binding on Defendants. This statute requires Defendants to refrain from
27 discriminating against any employee based on age, disability, race, national origin, sex, and gender.
28 Within the time provided by law, Plaintiff filed a complaint with the CRD, in full compliance with

administrative requirements, and received a right-to-sue letter (ATTACHED AS EXHIBIT A).

89. Defendants' conduct, as alleged, violated FEHA, and Defendants committed unlawful employment practice(s), including, without limitation, by the following, separate bases for liability:

- (a) Discharging and/or discriminating against Plaintiff, based, in whole or in part, on Plaintiff's gender and/or protected characteristics.
- (b) Harassing Plaintiff.
- (c) Failing to take all reasonable steps to prevent harassment, and discrimination, harassment, and/or retaliation based on gender.

90. As a direct, foreseeable, and proximate result of Defendants' conduct as alleged herein, Plaintiff has suffered and will continue to suffer actual damages, including lost earnings and other employment benefits, in a sum in excess of the jurisdictional limit of this Court, the exact amount of which is not yet known, which amount will be proven at the time of trial.

91. As a further direct, foreseeable, and proximate result of said wrongful acts and failures to act by Defendants, Plaintiff has suffered and will continue to suffer substantial emotional distress, and will incur other incidental and consequential damages and losses, all in amounts to be proven at time of trial. Plaintiff claims all such amounts as damages, together with prejudgment interest, pursuant to any provision of law providing for prejudgment interest.

92. As a further direct, foreseeable, and proximate result of Defendants' discriminatory and wrongful actions against Plaintiff as alleged herein, Plaintiff has suffered and will continue to suffer special damages that include, without limitation, loss of wages, salary, benefits, and/or additional amounts of money Plaintiff would have received but for Defendants' discriminatory and wrongful actions as alleged herein. Plaintiff also continues to suffer the intangible loss of such employment-related opportunities as experience in the position Plaintiff held and advancement opportunities.

93. As a further direct, foreseeable, and proximate result of said wrongful acts and failures to act by Defendants, Plaintiff has suffered and will continue to suffer humiliation, shame, despair, embarrassment, depression, and mental pain and anguish, causing Plaintiff to incur damages in an amount to be proven at trial.

1 94. The aforementioned acts were carried out by Defendants in a malicious, willful, and
2 oppressive manner, with intent to injure and cause damage to Plaintiff, entitling Plaintiff to recover
3 exemplary damages from Defendants under Civil Code § 3294. Defendants' decision to terminate
4 Plaintiff's employment based on Plaintiff's gender was reached and implemented with intent to injure
5 Plaintiff and with intent to prevent the exercise of Plaintiff's statutory rights. Defendants' officers,
6 directors, and managerial and supervisory employees participated in the unlawful conduct as alleged
7 above, or had actual knowledge that the above- alleged conduct was unlawful and occurring but
8 nevertheless authorized and/or ratified the practices in conscious disregard of the rights of Plaintiff.

9 95. Under the Fair Employment and Housing Act, Plaintiff is entitled to an award of
10 reasonable attorney's fees and costs.

11 **FOURTH CAUSE OF ACTION**

12 **Work Environment Harassment in Violation of Gov't. Code §§ 12923, 12940(j)**

13 *[Against All Defendants]*

14 96. Plaintiff incorporates herein by reference, as though fully set forth at length, each and
15 every allegation and statement contained in the preceding and subsequent paragraphs.

16 97. At all relevant times, FEHA was in full force and effect and was binding on
17 Defendants. This statute requires Defendants to refrain from discriminating against, harassing, and
18 retaliating against any employee based on, among other things, disability. Within the time provided
19 by law, Plaintiff filed a complaint with the CRD, in full compliance with administrative requirements,
20 and received a right-to-sue letter (ATTACHED AS EXHIBIT A).

21 98. As mentioned in this Complaint, Plaintiff was subjected to the harassing acts of
22 Defendants, and such acts were unwelcome and were committed by Defendants in their capacity as
23 Defendants' employee, agent, or person under Defendants' control and were committed within the
24 scope of their employment and authority.

25 99. At all relevant times, Plaintiff was an employee of Defendants. Plaintiff was subjected
26 to the harassing conduct of all Defendants, because he is male.

27 100. As mentioned in this Complaint, Defendant SCPB's employee, Defendant KEVIN
28 DOE, made unwanted and inappropriate comments toward Plaintiff. Defendant SCPB's employee's

1 harassment included, without limitation, regularly making offensive remarks, comments, requests,
2 and gestures to Plaintiff. Defendants' conduct subjected Plaintiff to harassment based on his gender,
3 thereby creating an abusive, hostile, intimidating, oppressive, and offensive work environment for
4 Plaintiff.

5 101. All other Defendants, including KEVIN DOE, were complicit in Defendant's
6 harassment as Defendants actively enabled the harassing conduct towards Plaintiff, Defendant SCPB
7 gave preferential treatment to Defendants' employee, KEVIN DOE, and Defendants ensured that
8 Plaintiff's protests regarding the harassment went unheeded and remained unacted upon.

9 102. Defendants' harassing conduct towards Plaintiff included, without limitation, verbal
10 harassment, including demeaning comments and slurs regarding Plaintiff's gender.

11 103. Defendants' harassing conduct was both severe and pervasive. Frequent and
12 continuous, Defendants' harassment altered the conditions of Plaintiff's employment and created a
13 work environment that is hostile, intimidating, offensive, oppressive, and abusive for Plaintiff. Any
14 reasonable person subjected to Defendants' harassment would find that the conduct so altered
15 working conditions as to make it more difficult for one to do the job.

16 104. Any reasonable person in Plaintiff's circumstances would have certainly considered
17 the work environment created by Defendants' harassment to be hostile, intimidating, offensive,
18 oppressive, and abusive. Plaintiff so considered his work environment, at all relevant times, to be
19 hostile, intimidating, offensive, oppressive, and abusive.

20 105. All Defendants knew of the harassing conduct of each other towards Plaintiff and
21 failed to take immediate and appropriate corrective action. Therefore, Defendants, and each of them,
22 are responsible for each other's harassing conduct towards Plaintiff.

23 106. As a direct, foreseeable, and proximate result of said wrongful acts and failures to act
24 by Defendants, Plaintiff has suffered and will continue to suffer substantial general damages and
25 emotional distress, and will incur other incidental and consequential damages and losses, all in
26 amounts to be proven at trial.

27 107. As a further direct, foreseeable, and proximate result of Defendants' wrongful acts and
28 omissions against Plaintiff as alleged herein, Plaintiff has suffered and will continue to suffer special

1 damages that include, without limitation, loss of wages, salary, benefits, and/or additional amounts
2 of money he would have received but for Defendants' unlawful conduct as alleged herein. Plaintiff
3 also continues to suffer the intangible loss of such employment-related opportunities as experience
4 in the position he held and advancement opportunities. Such damages are in a sum in excess of the
5 jurisdictional limit of this Court, the exact amount of which is not yet known, which amount will be
6 proven at trial.

7 108. As a further direct, foreseeable, and proximate result of said wrongful acts and failures
8 to act by Defendants, Plaintiff has suffered and will continue to suffer humiliation, shame, despair,
9 embarrassment, depression, and mental pain and anguish, causing Plaintiff to incur damages in an
10 amount to be proven at trial.

11 109. The above-described acts of Defendants were committed by and through their
12 managing agents, officers, or directors. Further, such acts were carried out in a deliberate, cold,
13 callous, fraudulent, and intentional manner in order to injure and cause damage to Plaintiff and/or in
14 conscious disregard of Plaintiff's rights. Such acts are despicable and constitute malice, fraud, and/or
15 oppression within the meaning of Civil Code § 3294. Accordingly, Plaintiff is entitled to an
16 assessment of punitive damages against Defendants, in an amount to be proven at trial.

17 110. Plaintiff has incurred and continues to incur legal expenses and attorney's fees
18 pursuant to California Government Code § 12965.

19 **FIFTH CAUSE OF ACTION**

20 **Retaliation in Violation of FEHA**

21 *[Against All Defendants EXCEPT KEVIN DOE]*

22 111. Plaintiff incorporates herein by reference, as though fully set forth at length, each and
23 every allegation and statement contained in the preceding and subsequent paragraphs.

24 112. At all relevant times, FEHA was in full force and effect and was binding on
25 Defendants. This statute requires Defendants to refrain from discriminating against, harassing, and
26 retaliating against any employee based on, among other things, gender, and protesting any harassing
27 and discriminatory conduct. Within the time provided by law, Plaintiff filed a complaint with the
28 CRD, in full compliance with administrative requirements, and received a right-to-sue letter

(ATTACHED AS EXHIBIT A).

113. Plaintiff engaged in the protected activities of protesting Defendants' harassing and discriminatory conduct towards Plaintiff based upon Plaintiff's gender.

114. Plaintiff is informed and believes and thereon alleges that Plaintiff's acts of protesting Defendants' harassing and discriminatory conduct, were motivating reasons and/or factors in Defendants' decisions to subject Plaintiff to the aforementioned adverse employment actions.

115. After Plaintiff protested the harassment and discrimination he experienced based on his gender, Plaintiff was subjected to retaliation by Defendants.

116. Plaintiff is informed and believes and thereon alleges that Defendants' retaliatory conduct against Plaintiff was motivated by Plaintiff's complaints about the harassment and discrimination he suffered and by Plaintiff's gender.

117. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff's employment for attempting to exercise Plaintiff's protected rights, as set forth above.

118. As a direct, foreseeable, and proximate result of said wrongful acts and failures to act by Defendants, Plaintiff has suffered and will continue to suffer substantial general damages and emotional distress, and will incur other incidental and consequential damages and losses, all in amounts to be proven at trial.

119. As a further direct, foreseeable, and proximate result of Defendants' wrongful actions against Plaintiff as alleged herein, Plaintiff has suffered and will continue to suffer special damages that include, without limitation, loss of wages, salary, benefits, and/or additional amounts of money he would have received but for Defendants' retaliatory actions as alleged herein. Plaintiff also continues to suffer the intangible loss of such employment-related opportunities as experience in the position he held and advancement opportunities. Such damages are in a sum in excess of the jurisdictional limit of this Court, the exact amount of which is not yet known, which amount will be proven at trial.

120. As a further direct, foreseeable, and proximate result of said wrongful acts and failures to act by Defendants, Plaintiff has suffered and will continue to suffer humiliation, shame, despair, embarrassment, depression, and mental pain and anguish, causing Plaintiff to incur damages in an

1 amount to be proven at trial.

2 121. The above-described acts of Defendants were committed by and through their
3 managing agents, officers, or directors. Further, such acts were carried out in a deliberate, cold,
4 callous, fraudulent, and intentional manner in order to injure and cause damage to Plaintiff and/or in
5 conscious disregard of Plaintiff's rights. Such acts were despicable, and constitute malice, fraud,
6 and/or oppression within the meaning of Civil Code section § 3294. Accordingly, Plaintiff is entitled
7 to an assessment of punitive damages against Defendants, in an amount to be proven at trial.

8 122. Under the Fair Employment and Housing Act, Plaintiff is entitled to a reasonable
9 award of attorney's fees and costs.

10 **SIXTH CAUSE OF ACTION**

11 **Whistleblower Retaliation in Violation of Labor Code § 1102.5**

12 *[Against All Defendants EXCEPT KEVIN DOE]*

13 123. Plaintiff incorporates herein by reference, as though fully set forth at length, each and
14 every allegation and statement contained in the preceding and subsequent paragraphs.

15 124. At all relevant times, Labor Code § 1102.5(a) was in full force and effect and was
16 binding on Defendant. This law prohibits an employer, or any person acting on behalf of the
17 employers, from discharging an employee or in any manner discriminating or retaliating against, or
18 taking any adverse action against, an employee because, among other things, the employee disclosed
19 information to a government or law enforcement agency, or to a person with authority over the
20 employee or other employee who has the authority to investigate, discover, or correct the violation
21 or noncompliance, if the employee has reasonable cause to believe that the information discloses a
22 violation of state or federal statute, or violation of or noncompliance with a local, state, or federal
23 rule or regulation, regardless of whether disclosing the information is part of the employee's job
24 duties. Pursuant to Labor Code § 1102.5(f), in addition to other penalties, an employer that is a
25 corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars
26 (\$10,000) for each violation of this section.

27 125. During his employment at Defendant SCPB, Plaintiff complained on numerous
28 occasions to Defendant SCPB regarding the sexual harassment he was subjected to by Defendant

1 KEVIN DOE. Despite Plaintiff's complaints, Defendant SCPB took no action and Defendant KEVIN
2 DOE continued to sexually harass Plaintiff in the workplace until Defendant SCPB terminated
3 Plaintiff's employment.

4 126. As alleged herein, on one or more occasions during his employment, Plaintiff engaged
5 in protected activities, including but not limited to reporting, opposing, and/or objecting to suspected
6 unlawful conduct regarding Defendants' discrimination and harassment. In response, Defendant
7 subjected Plaintiff to adverse employment actions, including, without limitation, the termination of
8 Plaintiff's employment.

9 127. Plaintiff's reporting of these violations was a motivating and contributing factor for
10 the adverse employment actions by Defendant against Plaintiff. This conduct violates Labor Code §§
11 1102.5 and 1102.6, and such violations were a proximate cause in Plaintiff's damages as hereinabove
12 stated.

13 128. Plaintiff is entitled to a civil penalty not to exceed \$10,000.00 for Defendant's
14 violations of Labor Code § 1102.5.

15 129. As a direct, foreseeable, and proximate result of Defendant's conduct as alleged
16 herein, Plaintiff has suffered and will continue to suffer actual damages, including lost earnings and
17 other employment benefits, in a sum in excess of the jurisdictional limit of this Court, the exact
18 amount of which is not yet known, which amount will be proven at the time of trial.

19 130. As a further direct, foreseeable, and proximate result of said wrongful acts and failures
20 to act by Defendant, Plaintiff has suffered and will continue to suffer substantial emotional distress,
21 and will incur other incidental and consequential damages and losses, all in amounts to be proven at
22 time of trial. Plaintiff claims all such amounts as damages, together with prejudgment interest,
23 pursuant to any provision of law providing for prejudgment interest.

24 131. As a further direct, foreseeable, and proximate result of Defendant's discriminatory
25 and wrongful actions against Plaintiff as alleged herein, Plaintiff has suffered and will continue to
26 suffer special damages that include, without limitation, loss of wages, salary, benefits, and/or
27 additional amounts of money Plaintiff would have received but for Defendant's discriminatory and
28 wrongful actions as alleged herein. Plaintiff also continues to suffer the intangible loss of such

1 employment-related opportunities as experience in the position Plaintiff held and advancement
2 opportunities.

3 132. As a further direct, foreseeable, and proximate result of said wrongful acts and failures
4 to act by Defendant, Plaintiff has suffered and will continue to suffer humiliation, shame, despair,
5 embarrassment, depression, and mental pain and anguish, causing Plaintiff to incur damages in an
6 amount to be proven at trial.

7 133. The aforementioned acts were carried out by Defendant in a malicious, willful, and
8 oppressive manner, with intent to injure and cause damage to Plaintiff, entitling Plaintiff to recover
9 exemplary damages from Defendant under Civil Code § 3294. Defendant's decision to terminate
10 Plaintiff's employment based on Plaintiff's protected complaints was reached and implemented with
11 intent to injure Plaintiff and with intent to prevent the exercise of Plaintiff's statutory rights.
12 Defendant's officers, directors, and managerial and supervisory employees participated in the
13 unlawful conduct as alleged above, or had actual knowledge that the above- alleged conduct was
14 unlawful and occurring but nevertheless authorized and/or ratified the practices in conscious
15 disregard of the rights of Plaintiff.

16 134. Plaintiff is entitled to recover prevailing party attorney's fees pursuant to Labor Code
17 § 1102.5 (j).

18 **SEVENTH CAUSE OF ACTION**

19 **Failure to Prevent Discrimination, Harassment, and Retaliation in Violation of FEHA**

20 *[Against All Defendants EXCEPT KEVIN DOE]*

21 135. Plaintiff incorporates herein by reference, as though fully set forth at length, each and
22 every allegation and statement contained in the preceding and subsequent paragraphs.

23 136. At all relevant times, FEHA was in full force and effect and was binding on
24 Defendants. This statute requires Defendants to refrain from discriminating against, harassing, and
25 retaliating against any employee based on, among other things, gender. Within the time provided by
26 law, Plaintiff filed a complaint with the CRD, in full compliance with administrative requirements,
27 and received a right-to-sue letter (ATTACHED AS EXHIBIT A).

28 137. Plaintiff was subjected to discrimination, harassment, and retaliation due to Plaintiff's

gender, and his protesting Defendants' unlawful conduct.

138. Defendant failed to take reasonable steps to prevent the discrimination, harassment, and retaliation Plaintiff was subjected to despite Defendants' full awareness thereof. Instead, Defendants terminated Plaintiff's employment based on Plaintiff's gender, and his engaging in protected activities.

139. As a direct, foreseeable, and proximate result of said wrongful acts and failures to act by Defendants, Plaintiff has suffered and will continue to suffer substantial general damages and emotional distress, and will incur other incidental and consequential damages and losses, all in amounts to be proven at trial.

140. As a further direct and proximate result of Defendants' wrongful actions against Plaintiff as alleged herein, Plaintiff has suffered and will continue to suffer special damages that include, without limitation, loss of wages, salary, benefits, and/or additional amounts of money he would have received but for Defendants' unlawful conduct as alleged herein. Plaintiff also continues to suffer the intangible loss of such employment-related opportunities as experience in the position he held and advancement opportunities. Such damages are in a sum in excess of the jurisdictional limit of this Court, the exact amount of which is not yet known, which amount will be proven at trial.

141. As a further direct, foreseeable, and proximate result of said wrongful acts and failures to act by Defendants, Plaintiff has suffered and will continue to suffer humiliation, shame, despair, embarrassment, depression, and mental pain and anguish, causing Plaintiff to incur damages in an amount to be proven at trial.

142. The above-described acts of Defendants were committed by and through their managing agents, officers, or directors. Further, such acts were carried out in a deliberate, cold, callous, fraudulent, and intentional manner in order to injure and cause damage to Plaintiff and/or in conscious disregard of Plaintiff's rights. Such acts are despicable and constitute malice, fraud, and/or oppression within the meaning of Civil Code § 3294. Accordingly, Plaintiff is entitled to an assessment of punitive damages against Defendants, in an amount to be proven at trial.

143. Under the Fair Employment and Housing Act, Plaintiff is entitled to an award of reasonable attorney's fees and costs.

1 **EIGHTH CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 *[Against All Defendants EXCEPT KEVIN DOE]*

4 144. Plaintiff incorporates herein by reference, as though fully set forth at length, each and
5 every allegation and statement contained in the preceding and subsequent paragraphs.

6 145. Plaintiff's employment was terminated in retaliation for Plaintiff's complaints about
7 Defendants' unlawful conduct in the form of, among other things, gender discrimination and
8 retaliation. Accordingly, said termination violated fundamental public policies of the State of
9 California.

10 146. In engaging in the conduct set forth above, Defendants illegally terminated Plaintiff's
11 employment.

12 147. As a direct, foreseeable, and proximate result of said wrongful acts and failures to act
13 by Defendants, Plaintiff has suffered and will continue to suffer substantial general damages and
14 emotional distress, and will incur other incidental and consequential damages and losses, all in
15 amounts to be proven at trial.

16 148. As a further direct, foreseeable, and proximate result of Defendants' wrongful actions
17 against Plaintiff as alleged herein, Plaintiff has suffered and will continue to suffer special damages
18 that include, without limitation, loss of wages, salary, benefits, and/or additional amounts of money
19 he would have received but for Defendants' wrongful conduct as alleged herein. Plaintiff also
20 continues to suffer the intangible loss of such employment-related opportunities as experience in the
21 position he held and advancement opportunities. Such damages are in excess of the jurisdictional
22 limit of this Court, the exact amount of which is not yet known, which amount will be proven at trial.

23 149. As a further direct, foreseeable, and proximate result of said wrongful acts and failures
24 to act by Defendants, Plaintiff has suffered and will continue to suffer humiliation, shame, despair,
25 embarrassment, depression, and mental pain and anguish, causing Plaintiff to incur damages in an
26 amount to be proven at trial.

27 150. The above-described acts of Defendants were committed by and through their
28 managing agents, officers, or directors. Further, such acts were carried out in a deliberate, cold,

1 callous, fraudulent, and intentional manner, with intent to injure and cause damage to Plaintiff and/or
2 in conscious disregard of Plaintiff's rights. Such acts are despicable and constitute malice, fraud, and
3 /or oppression within the meaning of Civil Code § 3294. Accordingly, Plaintiff is entitled to an
4 assessment of punitive damages against Defendants, in an amount to be proven at trial.

5 **NINETH CAUSE OF ACTION**

6 **Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours**
7 **Worked**

8 151. Plaintiff incorporates herein by reference, as though fully set forth at length, each and
9 every allegation and statement contained in the preceding and subsequent paragraphs.

10 152. "Hours worked" is the time during which an employee is subject to the control of an
11 employer and includes all the time the employee is suffered or permitted to work, whether or not
12 required to do so.

13 153. At all relevant times herein mentioned, Defendants, at times, knowingly failed to pay
14 to Plaintiff and some of, but not necessarily all of, the Class compensation for all hours they worked.
15 By their failure to pay compensation for each hour worked as alleged above, Defendants willfully
16 violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders,
17 which require such compensation to non-exempt employees.

18 154. Accordingly, Plaintiff and some of, but not necessarily all of, the Class are entitled to
19 recover minimum and straight time wages for all non-overtime hours worked for Defendants.

20 155. By and through the conduct described above, Plaintiff and some of, but not necessarily
21 all of, the Class have been deprived of their rights to be paid wages earned by virtue of their
22 employment with Defendants.

23 156. By virtue of the Defendants' unlawful failure to pay additional compensation to
24 Plaintiff and some of, but not necessarily all of, the Class for their non-overtime hours worked without
25 pay, Plaintiff and some of, but not necessarily all of, the Class suffered, and will continue to suffer,
26 damages in amounts which are presently unknown to Plaintiff and the Class, and which will be
27 ascertained according to proof at trial.

28 157. By failing to keep adequate time records required by California Labor Code § 1174(d),

Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and some of, but not necessarily all of, the Class.

158. Pursuant to California Labor Code § 1194.2, Plaintiff and some of, but not necessarily all of, the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

159. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, Defendants failed and refused to pay Plaintiff and some of, but not necessarily all of, the Class all such wages due and failed to pay those wages twice a month.

160. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

TENTH CAUSE OF ACTION

Against All Defendants for Failure to Pay Overtime Wages

161. Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in the preceding and subsequent paragraphs.

162. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

163. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

164. At all times relevant hereto, Plaintiff and some of, but not necessarily all of, the Class have, at times, worked more than eight hours in a workday and/or more than forty (40) hours

1 in a workweek, as employees of Defendants.

2 165. At all times relevant hereto, Defendants failed to pay Plaintiff and some of, but not
3 necessarily all of, the Class overtime compensation for the hours they have worked in excess of the
4 maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

5 166. By virtue of Defendants' unlawful failure to pay additional premium rate
6 compensation to the Plaintiff and some of, but necessarily all of, the Class for their overtime hours
7 worked, Plaintiff and some of, but not necessarily all of, the Class have suffered, and will continue
8 to suffer, damages in amounts which are presently unknown to them, but which exceed the
9 jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

10 167. By failing to keep adequate time records required by Labor Code § 1174(d),
11 Defendants have made it difficult to calculate the full extent of overtime compensation due to
12 Plaintiff and some of, but not necessarily all of, the Class.

13 168. Plaintiff and the Class also request recovery of overtime compensation according to
14 proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as
15 the assessment of any statutory penalties against Defendants, in a sum as provided by the California
16 Labor Code and/or other statutes.

17 169. California Labor Code § 204 requires employers to provide employees with all
18 wages due and payable twice a month. The Wage Orders also provide that every employer shall
19 pay to each employee, on the established payday for the period involved, overtime wages for all
20 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and some of,
21 but not necessarily all of, the Class with all compensation due, in violation of California Labor
22 Code § 204.

23 **ELEVENTH CAUSE OF ACTION**

24 **Against All Defendants for Failure to Provide Meal Periods**

25 170. Plaintiff incorporates herein by reference, as though fully set forth at length, each
26 and every allegation and statement contained in the preceding and subsequent paragraphs.

27 171. Under California law, Defendants have an affirmative obligation to relieve the
28 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than at the

1 end of Plaintiff and the Class' fifth hour of work in a workday, and to take their second meal periods
2 no later than at the end of the tenth hour of work in the workday. California Labor Code § 512, and
3 Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of
4 at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor
5 Code § 226.7 for an employer to require any employee to work during any meal period mandated
6 under any Wage Order.

7 172. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff
8 and some, but not necessarily all of the Class with both meal periods as required by California law.
9 By their failure to permit and authorize Plaintiff and some, but not necessarily all of the Class to
10 take all meal periods as alleged above (or due to the fact that Defendants, at times, made it
11 impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated
12 the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

13 173. Under California law, Plaintiff and some of, but not necessarily all of, the Class are
14 entitled to be paid one hour of additional wages for each workday they were not provided with all
15 required meal period(s), plus interest thereon.

16 **TWELFTH CAUSE OF ACTION**

17 **Against All Defendants for Failure to Authorize and Permit Rest Periods**

18 174. Plaintiff incorporates herein by reference, as though fully set forth at length, each
19 and every allegation and statement contained in the preceding and subsequent paragraphs.

20 175. Defendants are required by California law to authorize and permit breaks of ten
21 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
22 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
23 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
24 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
25 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
26 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an
27 employer to require any employee to work during any rest period mandated under any Wage Order.

28 176. Despite these legal requirements, Defendants at times failed to authorize Plaintiff

1 and some of, but not necessarily all of, the Class to take rest breaks, regardless of whether
2 employees worked more than four hours in a workday. By their failure to permit and authorize
3 Plaintiff and some of, but not necessarily all of the Class to take rest periods as alleged above (or
4 due to the fact that Defendants, at times, made it impossible or impracticable to take these
5 uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code
6 § 226.7 and the applicable Wage Orders.

7 177. Under California law, Plaintiff and some of, but not necessarily all of, the Class are
8 entitled to be paid one hour of premium wages rate for each workday they were not provided with
9 all required rest break(s), plus interest thereon.

10 **THIRTEENTH CAUSE OF ACTION**

11 **Against All Defendants for Failure to Pay Wages of Discharged Employees**

12 **– Waiting Time Penalties**

13 178. Plaintiff incorporates herein by reference, as though fully set forth at length, each
14 and every allegation and statement contained in the preceding and subsequent paragraphs.

15 179. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
16 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
17 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
18 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
19 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
20 which case the employee is entitled to his or her wages at the time of quitting.

21 180. Within the applicable statute of limitations, the employment of many other members
22 of the Class ended, i.e., was terminated by quitting or discharge, and the employment of others will
23 be. However, during the relevant time period, Defendants, at times, failed, and continue to fail, to
24 pay some of, but not necessarily all of, the terminated Class Members, without abatement, all wages
25 required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or
26 within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff does not allege that
27 all of the Class Members were so harmed.

28 181. Defendants' failure to pay some of, but not necessarily all of, the Class members

1 who are no longer employed by Defendants their wages earned and unpaid at the time of discharge,
2 or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California
3 Labor Code §§ 201 and 202.

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

8 183. Pursuant to California Labor Code § 203, some of the Class is entitled to recover
9 from Defendants their additionally accruing wages for each day they were not paid, at their regular
10 hourly rate of pay, up to thirty (30) days maximum.

11 184. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
12 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
13 action.

14 **FOURTEENTH CAUSE OF ACTION**

15 **Against All Defendants for Failure to Provide and Maintain Accurate and** 16 **Compliant Wage Records**

17 185. Plaintiff incorporates herein by reference, as though fully set forth at length, each
18 and every allegation and statement contained in the preceding and subsequent paragraphs.

19 186. At all material times set forth herein, California Labor Code § 226(a) provides that
20 every employer shall furnish each of his or her employees an accurate itemized wage statement in
21 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
22 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if
23 the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
24 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
25 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
26 and the last four digits of his or her social security number or an employee identification number
27 other than a social security number, (8) the name and address of the legal entity that is the employer,
28 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of

hours worked at each hourly rate by the employee.

187. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and some of the Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned. Plaintiff does not allege that all of the Class Members were so harmed.

188. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and some of, but not necessarily all of, the Class have suffered injury and damage to their statutorily protected rights.

189. Specifically, Plaintiff and some of, but not necessarily all of, the Class have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because Plaintiff and some of, but not necessarily all of, the Class were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

190. Calculation of the true wage entitlement for Plaintiff and some of, but not necessarily all of, the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and some of, but not necessarily all of, the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws and regulations.

191. Plaintiff and some of, but not necessarily all of, the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

192. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

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FIFTEENTH CAUSE OF ACTION

Against All Defendants for Failure to Indemnify Employees for Expenditures

193. Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in the preceding and subsequent paragraphs.

194. As set forth above, Plaintiff and some of, but not necessarily all of, the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

195. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and some of, but not necessarily all of, the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

196. As a result, Plaintiff and some of, but not necessarily all of, the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

197. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

SIXTEENTH CAUSE OF ACTION

Against All Defendants for Violation of California Business & Professions Code

§§ 17200, et seq.

198. Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in the preceding and subsequent paragraphs.

199. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

200. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

201. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

202. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

203. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

204. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

205. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

206. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

207. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by

1 California Business & Professions Code §§ 17200, *et seq.*

2 208. By and through their unfair, unlawful and/or fraudulent business practices described
3 herein, Defendants, have obtained valuable property, money and services from Plaintiff, and all
4 persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of
5 valuable rights and benefits guaranteed by law, all to their detriment.

6 209. Plaintiff and the Class Members suffered monetary injury as a direct result of
7 Defendants' wrongful conduct.

8 210. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to,
9 and do, seek such relief as may be necessary to disgorge money and/or property which the
10 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
11 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
12 the Class are not obligated to establish individual knowledge of the wrongful practices of
13 Defendants in order to recover restitution.

14 211. Plaintiff, individually, and on behalf of members of the putative class, is further
15 entitled to, and do, seek a declaration that the above-described business practices are unfair,
16 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from
17 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the
18 future.

19 212. Plaintiff, individually, and on behalf of members of the putative class, has no plain,
20 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as
21 a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result
22 of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually,
23 and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable
24 harm unless the Defendants are restrained from continuing to engage in said unfair, unlawful and/or
25 fraudulent business practices.

26 213. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
27 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
28 withholdings.

214. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

SEVENTEENTH CAUSE OF ACTION

**Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004,
Cal. Lab. Code § 2698 *et seq.***

215. Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in the preceding and subsequent paragraphs.

216. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

217. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

218. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. He gave written notice by online filing to the LWDA and by certified mail to Defendant of the specific provisions of the Labor Code that Defendant violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee.

219. The LWDA has not indicated that it intends to investigate Defendant's Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code

described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

220. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury in this action.

PRAYER FOR RELIEF

Plaintiff prays for judgment in his favor and against Defendants, and each of them, as follows:

1. For general damages according to proof at trial;
2. For special damages according to proof at trial;
3. For prejudgment interest at the legal rate;
4. For an award of attorney's fees and costs;
5. For exemplary and punitive damages according to proof at trial;
6. For an award of back and front pay;
7. For an order enjoining Defendants, and its employees, agents, and any and all other persons acting on Defendants' behalf or under Defendant's control from violating the California Fair Employment and Housing Act, California Government Code § 12940 et seq.;
8. For an order that Defendants institute and implement policies and practices to ensure that employees are not subjected to discrimination, harassment, and retaliation based on gender, protesting discrimination and harassment, or other protected status or activity under the Fair Employment and Housing Act;
9. For an order awarding Plaintiff restitution;
10. For such other and further relief as the court may deem just and proper.

1 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
2 class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

3 Class Certification

4 11. That this action be certified as a class action with respect to the Ninth, Tenth, Eleventh,
5 Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Causes of Action;

6 12. That Plaintiff be appointed as the representatives of the Class; and,

7 13. That counsel for Plaintiff be appointed as Class Counsel.

8 As to the Ninth Cause of Action

9 14. That the Court declare, adjudge, and decree that Defendants violated California
10 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
11 minimum and straight time wages due;

12 15. For unpaid wages as may be appropriate;

13 16. For pre-judgment interest on any unpaid compensation commencing from the date
14 such amounts were due;

15 17. For penalties, restitution, and liquidated damages pursuant to California Labor Code
16 § 1197.1;

17 18. For liquidated damages;

18 19. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
19 California Labor Code § 1194(a); and,

20 20. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Tenth Cause of Action

22 21. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
24 overtime wages due;

25 22. For unpaid wages at overtime wage rates as may be appropriate;

26 23. For pre-judgment interest on any unpaid overtime compensation commencing from
27 the date such amounts were due;

28 24. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code § 1194(a); and,

2 25. For such other and further relief as the Court may deem equitable and appropriate.

3 As to the Eleventh Cause of Action

4 26. That the Court declare, adjudge, and decree that Defendants violated California
5 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

6 27. For unpaid meal period premium wages as may be appropriate;

7 28. For pre-judgment interest on any unpaid compensation commencing from the date
8 such amounts were due;

9 29. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
10 and for costs of suit incurred herein; and,

11 30. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Twelfth Cause of Action

13 31. That the Court declare, adjudge, and decree that Defendants violated California
14 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

15 32. For unpaid rest period premium wages as may be appropriate;

16 33. For pre-judgment interest on any unpaid compensation commencing from the date
17 such amounts were due;

18 34. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
19 and for costs of suit incurred herein; and,

20 35. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Thirteenth Cause of Action

22 36. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
24 termination of the employment;

25 37. For statutory wage penalties pursuant to California Labor Code § 203 for former
26 employees who have left Defendants' employ;

27 38. For pre-judgment interest on any unpaid wages from the date such amounts were
28 due;

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourteenth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

42. For all actual damages, according to proof;

43. For statutory penalties pursuant to California Labor Code § 226(e);

44. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

45. For reasonable attorneys' fees and for costs of suit incurred herein; and,

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifteenth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

48. For unpaid wages or unreimbursed business expenses as may be appropriate;

49. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

50. For reasonable attorneys' fees and for costs of suit incurred herein; and,

51. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixteenth Cause of Action

52. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

53. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

54. For the appointment of a receiver to receive, manage and distribute any and all funds

disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

55. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

56. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

57. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventeenth Cause of Action

58. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to reimburse employees for all necessary business expenses.

59. For all actual, consequential, and incidental losses and damages, according to proof;

60. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;

61. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and

For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

62. For any additional relief that the Court deems just and proper.

DATED: June 12, 2025

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