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Attorneys for Plaintiff
Isabel Simental

Assigned for All Purposes
Judge Craig Griffin

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ISABEL SIMENTAL, an individual,

Plaintiff,

v.

THE HANOVER INSURANCE COMPANY, a New Hampshire corporation; MELISSA GUZMAN, an individual; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2025-01491902-CU-OE-NJC

ISABEL SIMENTAL'S COMPLAINT FOR:

(1) Retaliation (Lab. Code § 1102.5)

(2) Wrongful Termination in Violation of Public Policy

(3) Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)

(4) Waiting Time Penalties (Lab. Code §§ 201-203)

(5) Failure to Provide Accurate Wage Statements (Lab. Code § 226)

(6) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)

(7) Private Attorneys General Act (Lab. Code § 2698, *et seq.*)

(8) Failure to Provide Reasonable Accommodation (Gov. Code § 12940, subd. (m))

(9) Disability Discrimination in Violation of FEHA (Gov. Code § 12940, subd. (a))

(10) Retaliation in Violation of FEHA (Gov. Code § 12940, subd. (h))

(11) Retaliation in Violation of CFRA (Gov. Code § 12945.2, subd. (k))

(12) Work Environment Harassment (Gov. Code §§ 12923, 12940, subd. (j))

(13) Failure to Prevent Harassment, Discrimination, and Retaliation (Gov. Code § 12940, sud. (k))

<u>JURY TRIAL DEMANDED</u>

Plaintiff Isabel Simental brings this action against Defendant The Hanover Insurance Company, Melissa Guzman, and Does 1 through 10, inclusive (collectively, "Defendants"), and alleges as follows:

INTRODUCTION

1. This case arises from Defendant The Hanover Insurance Company's unlawful employment practices, including disability discrimination, retaliation, and systemic wage and hour violations, all of which culminated in the wrongful termination of Plaintiff Isabel Simental. Despite years of dedicated service and exemplary performance, Ms. Simental was subjected to escalating hostility, exploitative working conditions, and ultimately, retaliatory termination after she courageously voiced concerns about Hanover Insurance's unlawful conduct.

2. Throughout her tenure, Ms. Simental faced relentless pressure to shoulder an excessive and unmanageable workload caused by Hanover Insurance's ongoing staffing crisis. While struggling to keep pace with these demands, Ms. Simental developed carpal tunnel syndrome, a disability directly caused by her unsustainable workload. When she requested a reasonable accommodation—a standing desk—the company failed to engage in an interactive dialogue to ensure her medical needs were adequately addressed. Later, when Ms. Simental endured a period of severe depression and exercised her right to protected medical leave, she returned to an environment of suspicion, hostility, and resentment.

3. Hanover Insurance's unlawful conduct intensified when management imposed a "no overtime" policy, which forced employees like Ms. Simental to work hours of unpaid overtime to manage their overwhelming caseloads. Even after reporting these concerns to management, Ms. Simental's complaints were ignored. When Ms. Simental voiced concerns about Hanover Insurance's unlawful policies, the company responded not with support, but with retaliation. Within days of her formal complaint about staffing issues and workplace abuses, Hanover Insurance wrongfully terminated her employment—a blatant act of retaliation in violation of her rights.

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4. This lawsuit seeks to hold Hanover Insurance accountable for its discriminatory, exploitative, and retaliatory conduct. Ms. Simental demands justice not only for herself, but to ensure that no other employee endures similar mistreatment at the hands of Hanover Insurance.

THE PARTIES

5. Plaintiff Isabel Simental ("Ms. Simental" or "Plaintiff") is an individual residing in Antelope, California.

6. Defendant The Hanover Insurance Company ("Hanover Insurance") is a New Hampshire, with its principal place of business in Worcester, New Hampshire.

7. Plaintiff is informed and believes and on that basis alleges that Defendant Melissa Guzman ("Ms. Guzman") is an individual residing in Sacramento, California.

8. Plaintiff is unaware of the true names and capacities of the defendants sued as Does 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when the same have been ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's damages were proximately caused by said defendants' conduct.

9. All the acts and conduct alleged herein were duly authorized, ordered by management-level employees of Defendants. In addition, Defendants participated in the aforementioned conduct of their said employees, agents and representatives, and, upon completion of the aforesaid conduct, officers, directors, and/or managing agents of the Defendants ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized and otherwise approved of the conduct alleged herein.

VENUE AND JURISDICTION

10. The wrongful conduct alleged against the Defendants occurred in the County of Orange, California. At all times relevant hereto, the conduct at issue was part of a continuous and ongoing pattern of behavior.

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11. This Court is the proper forum to adjudicate this action because the wrongful acts that are the subject of this action occurred here and because Defendants now reside in its jurisdictional area.

12. Plaintiff has complied with and/or exhausted any applicable claims statutes and/or administrative and/or internal remedies and/or grievance procedures, and/or is excused from complying therewith. Plaintiff was issued a right-to-sue notice on or about March 19, 2025. A true and correct copy of Plaintiff's "Right to Sue" letter is attached as **Exhibit A**.

GENERAL ALLEGATIONS

13. Ms. Simental began working for Hanover Insurance in June of 2019. Throughout her tenure, Ms. Simental had no disciplinary or performance issues, and frequently received positive feedback from colleagues and supervisors alike. Ms. Simental worked as a Senior Claims Adjuster.

14. During Ms. Simental's tenure with the company, Hanover Insurance was experiencing a staffing crisis, causing Claims Adjusters to be overloaded with unmanageable caseloads. Ms. Simental experienced and observed that Claims Adjusters had between 170 and 495 cases each, which is far more than what can be considered a reasonable or manageable caseload. In Ms. Simental's experience at other companies, Claims Adjusters typically had between 120 and 150 cases each.

15. Ms. Simental was originally hired as a Commercial General Liability ("CGL") Claims Adjuster, but she was frequently lent out to other departments to assist with different types of claims, such as Auto and Property Damage. Ms. Simental was expected to juggle workloads from different departments in addition to her own, which led to an overwhelming and unmanageable workload.

16. Ms. Simental and her colleagues were forced to work long hours that far exceeded the 7.75 hours per day as outlined in their contracts in order to keep up with their caseloads.

17. In approximately 2022, Ms. Simental began experiencing pain in her arm that she suspected to be carpal tunnel syndrome due to the amount of work she was required to complete. Ms. Simental informed her manager, whose name is Wynn Anderson ("Mr. Anderson"). Mr.

Anderson told Ms. Simental not to file a worker's compensation claim, but instead instructed her to see her primary care provider. Ms. Simental did so, and was diagnosed with carpal tunnel syndrome. Around this time, Ms. Simental requested the reasonable accommodation of a standing desk to alleviate her symptoms and pain, which Hanover Insurance provided her. Neither Mr. Anderson, nor anyone else at Hanover Insurance entered into an interactive dialogue to see if Ms. Simental needed additional accommodations for her disability.

18. In approximately 2022, Ms. Simental's doctor diagnosed her with depression and recommended that she take a leave of absence to treat her disability of depression. Ms. Simental requested the reasonable accommodation of a 12 week, CFRA-protected leave of absence, which was approved. Upon her return, Ms. Simental was met with suspicion and scrutiny, as well as pushback and harassment from her colleagues, specifically from her fellow Claims Adjuster, whose name is Melissa Guzman ("Ms. Guzman"). It seemed to Ms. Simental that Ms. Guzman and several of her other colleagues were upset with her that they needed to handle her workload while she was utilizing her reasonable accommodation of a leave of absence.

19. Ms. Simental complained to Mr. Anderson about Ms. Guzman's harassment and discriminatory treatment. Mr. Anderson disregarded her complaint and told her not to "worry about it."

20. In approximately early 2024, Mr. Anderson instructed Ms. Simental and many of her colleagues to sign a "no overtime slip," and threatened to terminate their employment if they refused, informing them that the order had come from AVP Richard Drake ("Mr. Drake"). Ms. Simental felt she had no other choice but to sign the document stating that she would no longer be able to work overtime without approval. After Wynn and Mr. Drake forced Ms. Simental and her colleagues to sign the "no overtime slip," they were allowed two hours of approved overtime a week. However, due to the unmanageable volume of their case load, Ms. Simental and her colleagues felt pressured to perform work "off the clock" so that they could keep up with their case load out of fear of termination. Ms. Simental often worked between four to five hours of unpaid overtime per day. Mr. Anderson was aware of the situation, and that employees were working without being paid, but did nothing to address the issue.

21. In approximately mid-2024, Ms. Simental complained to Mr. Drake in writing that Hanover Insurance was experiencing a staffing crisis, and that the staff was being overworked and had unmanageable workloads. Mr. Drake did nothing to address her complaint.

22. In July of 2024, Ms. Simental forwarded a former colleague's resume to HR in the hopes that Hanover Insurance might hire them and alleviate some of the staffing crisis. However, HR told Ms. Simental that Hanover Insurance was no longer hiring anyone who lived in California. Ms. Simental found this strange, and brought it to Mr. Anderson's attention. Mr. Anderson got angry, and told Ms. Simental that she should not have submitted the former colleague's resume to HR. Ms. Simental began to suspect that Hanover Insurance was avoiding hiring anyone in California in order to avoid California's strict wage and hour laws.

23. In August of 2024, Hanover Insurance underwent a significant inventory transfer, and all of Ms. Simental's CGL claims were moved to a different department. Due to this inventory transfer, one of the cases that had previously be assigned to Ms. Simental was assigned to one of her colleagues, whose name is Evelyn. Evelyn should have notified Administrator Kathy Peters and Wynn that the case had a lawsuit deadline that needed to be urgently addressed, but failed to notify her, copying Ms. Simental on an email instead. Due to Ms. Simental's unmanageable workload, and the fact that the case was not assigned to her anymore, Ms. Simental did not address the lawsuit, and the deadline was missed.

24. In approximately September of 2024, Ms. Simental was subsequently blamed for the mistake, despite the fact that the case was no longer assigned to her, and therefore not her responsibility. After she was blamed for Evelyn's mistake, on September 27, 2024, Ms. Simental emailed Director of Liability Claims Chris Owens and complained of understaffing and unmanageable caseloads.

25. On October 3, 2024, less than a week after Ms. Simental's complaints, her employment was terminated.

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FIRST CAUSE OF ACTION

Retaliation (Lab. Code § 1102.5)

(Against Hanover Insurance)

26. Plaintiff incorporates all preceding paragraphs of this complaint as though set forth fully herein.

27. Plaintiff was an employee of Hanover Insurance.

28. Ms. Simental complained to Hanover Insurance management of understaffing, unmanageable caseloads, as well as disability discrimination and harassment.

29. Ms. Simental had reasonable cause to believe that the information she disclosed to Hanover Insurance described a violation of or noncompliance with a local, state, or federal rule or regulation.

30. Instead of remedying these violations, Hanover Insurance terminated Ms. Simental, and Ms. Simental's reporting of these violations to Hanover Insurance was a contributing factor in defendant's decision to discharge Ms. Simental.

31. As a result of Hanover Insurance's conduct, Ms. Simental has sustained, and continues to sustain, damages, in the form of lost wages and other employment benefits, and emotional and physical distress in an amount in excess of the minimum jurisdictional requirements of this court, in an amount to be proven at trial.

SECOND CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Against Hanover Insurance)

32. Plaintiff incorporates all preceding paragraphs of this complaint as though set forth fully herein.

33. At all times relevant hereto, Hanover Insurance employed Ms. Simental.

34. Hanover Insurance terminated Ms. Simental on or about October 3, 2024.

35. Ms. Simental's complaints of understaffing, overworked staff, and unmanageable workloads, as well as her disclosure of her carpal tunnel syndrome, and her complaints to Mr.

Anderson that Ms. Guzman was discriminating against her and harassing her, were substantial motivating reasons for her discharge.

36. As a result of Hanover Insurance's conduct, Ms. Simental has sustained, and continues to sustain, damages, in the form of lost wages and other employment benefits, and emotional and physical distress in an amount in excess of the minimum jurisdictional requirements of this court, in an amount to be proven at trial.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)

(Against Hanover Insurance)

37. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

38. At all times relevant to this complaint, Plaintiff was employed by Hanover Insurance.

39. By the course of conduct set forth above, Defendants violated Labor Code sections 510, 1194, and relevant IWC Wage Orders.

40. The Labor Code requires employers, such as Defendants, to pay overtime compensation to all non-exempt employees.

41. At all relevant times, Plaintiff was a non-exempt employee entitled to be paid proper overtime compensation for all overtime hours worked.

42. Labor Code section 510 and the applicable Wage Orders require that an employer compensate all work performed by an employee in excess of eight hours in one workday or in excess of forty hours in any one workweek, and all work performed by an employee during the first eight hours worked on the seventh day of work in any one workweek, at one and one-half times the employee's regular rate of pay.

43. Labor Code section 510 and the applicable Wage Orders further require that an employer compensate all work performed by an employee in excess of 12 hours in one workday, and all work in excess of eight hours on any seventh day of a workweek, at twice the employee's regular rate of pay.

44. During the relevant time period, Plaintiff worked in excess of eight hours in a work day and/or 40 hours in a work week, and on occasion over twelve hours in a day for Defendants.

45. Defendants knowingly and willfully failed to pay proper overtime wages earned and due to for overtime hours worked.

46. As a result of Defendants' failure to pay wages earned and due, Defendants violated the Labor Code.

47. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff has sustained damages, including loss of earnings for hours of overtime worked on behalf of Defendant, prejudgment interest, and attorneys' fees and costs.

FOURTH CAUSE OF ACTION

Waiting Time Penalties (Lab. Code §§ 201-203)

(Against Hanover Insurance)

48. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

49. Labor Code sections 201 and 202 require an employer to pay its employees all wages due immediately upon discharge or within 72 hours of resignation. This requirement applies to unpaid overtime wages. Labor Code section 203 provides that if an employer willfully fails to pay such wages, the employer must continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

50. Defendants willfully failed to pay Plaintiff her earned and unpaid overtime wages for over 30 days from the time such wages should have been paid under the Labor Code.

51. As a result of Defendants' willful failure to pay Plaintiff's owed overtime wages upon separation from employment, Plaintiff has been harmed and Defendants are liable for statutory waiting time penalties pursuant to Labor Code section 203.

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<u>FIFTH CAUSE OF ACTION</u>

Failure to Provide Accurate Wage Statements (Lab. Code § 226)

(Against Hanover Insurance)

52. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

53. Labor Code section 226, subdivision (a) requires employers to provide employees, semi-monthly or at the time of each payment of wages, with a statement that accurately reflects certain itemized information including total number of hours worked.

54. Defendants knowingly and intentionally failed to furnish Plaintiff with timely and accurate wage statements that accurately reflected the total number of hours worked and wages earned, as required by Labor Code section 226.

55. As a result of Defendants' failure to provide accurate itemized wage statements, Plaintiff suffered actual damages and harm by being unable to determine the amount of overtime worked each pay period in a timely manner, which prevented him from asserting his rights under California law.

56. As a result, Defendants are liable to Plaintiff for the amounts provided by Labor Code section 226, subdivision (e): the greater of actual damages or fifty dollars ($50) for the initial violation and one hundred dollars ($100) for each subsequent violation, up to four thousand dollars ($4,000).

<u>SIXTH CAUSE OF ACTION</u>

Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)

(Against Hanover Insurance)

57. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

58. Business and Professions Code section 17200, *et seq.* ("UCL") prohibits any "unlawful, unfair, or fraudulent business act or practice." Defendants have engaged in unlawful activity as follows:

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a. Violations of Labor Code sections 510 and 1194 for failure to pay overtime wages;

b. Violations of Labor Code section 226 for failure to provide accurate wage statements;

c. Violations of Labor Code sections 201-203 for failure to pay accrued wages upon separation of employment;

d. Violations of Labor Code section 1102.5 for terminating Plaintiff in retaliation for his good faith complaints about Defendant's wage and hour violations; and

e. Violations of IWC Wage Orders for the same conduct set forth herein.

59. Plaintiff lost money as a result of Defendants' violations of the unlawful prong of the UCL in the form of lost wages, lost paid time off, and ultimately, the loss of her job and future wages.

60. As a result of its unlawful business practices, Defendants have damaged Plaintiff by wrongfully denying her earned overtime wages, meal periods, rest breaks, and premium compensation.

61. Plaintiff seeks restitution and disgorgement and other appropriate relief available under Business and Professions Code section 17200, *et seq*.

<u>SEVENTH CAUSE OF ACTION</u>

Private Attorneys General Act (Lab. Code § 2698, *et seq.*)

(Against Hanover Insurance)

62. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

63. Plaintiff is an aggrieved employee under PAGA because she was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth in this Complaint. Plaintiff seeks to recover on her behalf, on behalf of the State, and on behalf of all current and former aggrieved employees of Defendants, the civil

penalties provided by PAGA, plus reasonable attorney's fees and costs in this representative action.

64. Plaintiff seeks penalties pursuant to PAGA for violation of the following Labor Code sections:

a. Failure to provide prompt payment of wages to employees upon termination and resignation in violation of Labor Code sections 201-203;

b. Failure to provide accurate itemized wage statements to employees in violation of Labor Code section 226;

c. Failure to maintain accurate payroll records in violation of Labor Code sections 1174 and 1174.5;

d. Failure to pay overtime wages in violation of applicable wage orders and Labor Code sections 510, 558, and 1194; and

65. On March 19, 2025, Plaintiff provided the requisite written notice by certified mail to the California Labor and Workforce Development Agency ("LWDA") and to Defendants, informing them of the provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. (Attached as **Exhibit B**). Plaintiff's PAGA case number is No. LWDA-CM-1087086-25.

66. At the time of this filing, the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. If it does so, Plaintiff will amend his complaint. Otherwise, Plaintiff may commence a civil action to recover penalties under Labor Code section 2699 pursuant to section 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under Labor Code sections 210, 226.3, 558, 1197.1, and 2699, subdivision (f)(2).

<u>EIGHTH CAUSE OF ACTION</u>

Failure to Provide Reasonable Accommodation (Gov. Code § 12940, subd. (m))

(Against Hanover Insurance)

67. Plaintiff incorporates all preceding paragraphs of this complaint as though set forth fully herein.

68. Hanover Insurance employed Ms. Simental.

69. Ms. Simental suffered from depression and carpal tunnel syndrome.

70. Hanover Insurance knew of Ms. Simental's disability because Ms. Simental provided numerous doctor's notes to Hanover Insurance outlining her symptoms and related restrictions.

71. Ms. Simental was able to perform the essential duties of her position with a reasonable accommodation for her disability—namely, a standing desk and a leave of absence.

72. Hanover Insurance failed to provide reasonable accommodations for Ms. Simental's disability.

73. As a result of Hanover Insurance's conduct, Ms. Simental has sustained, and continues to sustain, damages, in the form of lost wages and other employment benefits, and emotional and physical distress in an amount in excess of the minimum jurisdictional requirements of this court, in an amount to be proven at trial.

74. Hanover Insurance's failure to provide reasonable accommodation was a substantial factor in causing Ms. Simental's harm.

NINTH CAUSE OF ACTION

Disability Discrimination in Violation of FEHA (Gov. Code § 12940, subd. (a))

(Against Hanover Insurance)

75. Ms. Simental incorporates all preceding paragraphs of this complaint as though set forth fully herein.

76. At all times relevant hereto, Ms. Simental was an employee of Hanover Insurance.

77. Hanover Insurance knew that Ms. Simental had a history of having depression and carpal tunnel syndrome.

78. Ms. Simental was able to perform the essential job duties of her position either with or without reasonable accommodation for her disability.

79. Hanover Insurance discharged/constructively discharged Ms. Simental.

80. Ms. Simental's disability was a substantial motivating reason for Hanover Insurance's decision to discharge Ms. Simental.

81. Ms. Simental was harmed and Defendants' conduct was a substantial factor in causing Ms. Simental's harm.

TENTH CAUSE OF ACTION

Retaliation in Violation of FEHA (Gov. Code § 12940, subd. (h))

(Against Hanover Insurance)

82. Ms. Simental incorporates all preceding paragraphs of this complaint as though set forth fully herein.

83. Ms. Simental complained to Hanover Insurance management that her colleague was treating her poorly after her leave of absence.

84. Instead of remedying these violations, Hanover Insurance ignored Ms. Simental's complaint and did nothing to address the situation.

85. Ms. Simental's reporting of these violations to Hanover Insurance was a contributing factor in Defendant's decision to terminate Ms. Simental.

86. As a result of Hanover Insurance's conduct, Ms. Simental has sustained, and continues to sustain, damages, in the form of lost wages and other employment benefits, and emotional and physical distress in an amount in excess of the minimum jurisdictional requirements of this court, in an amount to be proven at trial.

ELEVENTH CAUSE OF ACTION

Retaliation in Violation of CFRA (Gov. Code § 12945.2, subd. (k))

(Against Hanover Insurance)

87. Plaintiff incorporates all preceding paragraphs of this complaint as though set forth fully herein.

88. Ms. Simental was eligible for medical leave.

89. Ms. Simental took medical leave.

90. Hanover Insurance disregarded Ms. Simental's complaints that her colleague, Ms. Guzman, was treating her poorly because she went on medical leave.

91. Ms. Simental's taking of medical leave was a substantial motivating reason for discharging her.

92. Ms. Simental was harmed as a result and Hanover Insurance's retaliatory conduct was a substantial factor in causing her harm.

TWELFTH CAUSE OF ACTION

Work Environment Harassment (Gov. Code §§ 12923, 12940, subd. (j))

(Against All Defendants)

93. Plaintiff incorporates all preceding paragraphs of this complaint as though set forth fully herein.

94. Ms. Simental was employed by Hanover Insurance.

95. During the course of her employment, Ms. Simental was subjected to harassing conduct because of her disability by Hanover Insurance's employees, including Melissa Guzman. Specifically, Ms. Guzman repeatedly harassed Ms. Simental during her employment. Ms. Guzman was upset with her that she needed to handle her workload while she was utilizing her reasonable accommodation of a leave of absence.

96. The harassing conduct Ms. Simental experienced was both severe and pervasive, and a reasonable person in Ms. Simental's circumstances would have considered the work environment to be hostile, intimidating, offensive, oppressive, and abusive.

97. Ms. Simental considered the work environment to be hostile, intimidating, offensive, oppressive, and abusive because of the conduct that Hanover Insurance and its employees—including Ms. Guzman— engaged in.

98. Ms. Guzman deliberately harassed, humiliated, and discriminated against Ms. Simental because of her disability. Moreover, both Hanover Insurance knew or should have known about this conduct and yet failed to take immediate and appropriate corrective action.

99. Ms. Simental incurred economic and non-economic damages because of the Defendants' conduct and such conduct was a substantial factor in causing her damages.

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THIRTEENTH CAUSE OF ACTION

Failure to Prevent Harassment, Discrimination, and Retaliation

(Gov. Code § 12940, subd. (k))

(Against Hanover Insurance)

100. Plaintiff incorporates all preceding paragraphs of this complaint as though set forth fully herein.

101. Hanover Insurance employed Ms. Simental.

102. Ms. Simental was subjected to harassment, discrimination, and retaliation in the course of her employment.

103. Hanover Insurance failed to take all reasonable steps to prevent the harassment, discrimination, and retaliation.

104. Ms. Simental incurred economic and non-economic damages because of the Hanover Insurance's failure to take all reasonable steps to prevent the harassment, discrimination, and retaliation, and this failure was a substantial factor in causing her damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

A. For general damages, special damages, and non-economic damages according to proof, but in an amount in excess of the jurisdictional limit of this Court;

B. For punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar misconduct on appropriate legal causes of action;

C. For unpaid overtime wages, meal and rest period premiums, and other due wages

D. For amounts provided for in in Labor Code sections 226 and 226.7;

E. For penalties available under applicable laws, including waiting time penalties;

F. For restitution and disgorgement under the UCL;

G. For an award of civil penalties under PAGA;

H. For prejudgment interest;

I. For costs of suit, including attorneys' fees and expert witness fees; and

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

Dated: June 23, 2025

MILLS SADAT DOWLAT LLP

By: ______________________________

Arash Sadat

Attorneys for Plaintiff
Isabel Simental

EXHIBIT A

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 19, 2025

Isabel Simental
,

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202503-28595319
Right to Sue: Simental / The Hanover Insurance Company et al.

Dear Isabel Simental:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective March 19, 2025 because an immediate Right to Sue notice was requested.

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

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

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

Sincerely,

Civil Rights Department

EXHIBIT B

MSD MILLS SADAT DOWLAT LLP

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40th Floor
Los Angeles, CA 90071
www.msdlawyers.com

Arash Sadat
O: (213) 628 3856
D: (213) 279-2827
E: arash@msdlawyers.com

March 19, 2025

VIA ELECTRONIC SUBMISSION TO LWDA;
VIA CERTIFIED MAIL AND EMAIL TO OPPOSING PARTY

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

Re: Notice of Claim Under Private Attorneys General Act ("PAGA")

Dear LWDA:

My office has been retained by Isabel Simental ("Plaintiff'') to pursue a PAGA representative action (Lab. Code § 2699, *et seq.*) against The Hanover Insurance Company ("Defendant"). This letter shall serve as notice, and a request pursuant to Labor Code section 2699.3, that the Labor and Workforce Development Agency ("LWDA") investigate the violations by Defendant described herein against Plaintiff and against other current and/or former employees ("Aggrieved Employees"). If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California. Defendant is therefore subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business and Professions Code.

Plaintiff is a resident of Sacramento, California who worked for Defendant in California as an hourly-paid, non-exempt employee from approximately June 3, 2019 to approximately October 3, 2024. Plaintiff regularly worked more than eight hours in a workday and/or more than 40 hours in a workweek.

Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated Plaintiff's employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

<u>Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages</u>

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Labor Code sections 1194 and 1198 also 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, Labor Code section 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the clock," uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work during unpaid meal periods and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

Throughout the statutory period, Defendant used a system of time rounding and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (t)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

<u>Failure to Pay All Earned Wages Twice Per Month</u>

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code section 204.

Labor Code section 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wage for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code section 1174, subdivision (d). Under Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174 is subject to a penalty under section 1174.5. Pursuant to IWC Wage Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code and the applicable IWC Wage Order deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Order, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

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Failure to Timely Pay All Wages at Termination

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended—i.e., was terminated by quitting or being discharged—and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail, to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or 72 hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code sections 201 and 202. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced, but that the wages shall not continue for more than 30 days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up 30 days, pursuant to Labor Code section 203. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination.

Failure to Provide Accurate Itemized Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; 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. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226, subd. (e)(2)(B)(iii).)

The statute further provides that "[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226, subd. (e)(1).)

Throughout the statutory period, Defendant or failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

<u>Statement of Specific Provisions of the Labor Code Violated</u>

Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

(1) Labor Code sections 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;

(2) Labor Code section 204 by failing to pay all earned wages twice per month;

(3) Labor Code section 1174.5 and applicable IWC Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

(4) Labor Code section 201 to 203 by willfully failing to pay all wages owed at termination;

(5) Labor Code section 226 by failing to provide accurate itemized wage statements; and

Pursuant to PAGA, Plaintiff seeks civil penalties arising from these violations. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, l 174.5, 1197.l, and 2699, subdivision (f)(2).

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,

Arash Sadat

cc: Jennifer Lauro, Esq. <jlauro@hanover.com>