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9 SUPERIOR COURT OF CALIFORNIA

10 IN AND FOR THE COUNTY OF SISKIYOU

11 NATASHA TEMPLE, an individual, on her
12 own behalf and on behalf of the Labor and
13 Workforce Development Agency;

14 Plaintiff,

15 vs.

16 SISKIYOU DEVELOPMENT COMPANY,
17 INC., a corporation; and DOES 1-100,
18 inclusive,

19 Defendants.

Case No.: CVCV 22-999

COMPLAINT FOR DAMAGES AND CIVIL
PENALTIES

1. FAILURE TO FURNISH COMPLETE
AND ACCURATE ITEMIZED WAGE
STATEMENTS
2. PRIVATE ATTORNEYS GENERAL ACT
3. DISABILITY DISCRIMINATION
4. FAILURE TO ACCOMMODATE
5. FAILURE TO ENGAGE IN THE
INTERACTIVE PROCESS
6. RETALIATION FOR REQUESTING
ACCOMMODATION
7. FAILURE TO PREVENT
DISCRIMINATION AND RETALIATION

JURY TRIAL DEMANDED

20
21 Plaintiff Natasha Temple brings this action against Siskiyou Development Company Inc., a
22 corporation; and Does 1 through 100, for violations of the Government Code and the Labor Code.

23 PARTIES

24 1. Plaintiff Natasha Temple ("Temple" or "Plaintiff") is and at all times relevant herein
25 was employed in Siskiyou County, California, and was an "employee" as defined by the Fair
26 Employment and Housing Act ("FEHA", Gov. Code, § 12900 *et seq.*), as well as the Labor Code and
27 applicable California Industrial Wage Commission ("IWC") Wage Order(s).

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SISKIYOU

SEP 12 2022

BY: ENDORSED- R. DICKERSON
DEPUTY CLERK

1 2. Defendant Siskiyou Development Company, Inc. (aka "SDCI" or "Defendant") is a
2 California corporation, formed under the laws of California, and at all times relevant was an
3 "employer" as defined by the FEHA as well as the Labor Code and applicable IWC Wage Order(s).

4 3. SDCI and Does 1-100 are collectively referred to as Defendants.

5 4. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as
6 Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such
7 Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names
8 and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each
9 of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged
10 and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants.
11 Unless otherwise indicated, each Defendant was acting within the course and scope of said agency
12 and/or employment, with the knowledge and/or consent of said co-Defendant.

13 5. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
14 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,
15 employee, partner and/or joint venturer of and was acting in concert with each of the remaining
16 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting
17 within the course and scope of such agency, service, employment partnership, joint venture and/or
18 concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and
19 within the course and scope of such agency and/or employment, with the knowledge and/or consent of
20 the remaining Defendants.

21 **VENUE AND JURY TRIAL DEMAND**

22 6. Venue is proper in this court because the unlawful acts alleged herein took place in
23 Siskiyou County, California and Plaintiff's place of employment with Defendants was within Siskiyou
24 County. With respect to the First, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action, Plaintiff
25 demands a jury trial.

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GENERAL ALLEGATIONS

7. Temple was hired by SDCI on July 6, 2022 to work at its 76 gas station at 115 West Miner Street, Yreka, California.

8. SDCI does business in California under multiple names: In addition to the aforementioned gas station, it owns and operates, *inter alia*, the Hi-Lo Motel, Café, and RV Park in Weed, California; a Chevron gas station in Mt. Shasta, California; the Sports and Spirits food mart in Mt. Shasta, California; and a Spirit Food Mart and gas station in Weed, California.

9. Prior to her hiring—on January 27, 2022—Temple was involved in a car accident in which she injured her left hand (dislocated thumb); she also injured her left leg (cellulitis) and suffered two broken ribs and an injured collarbone.

10. Temple was a frequent customer at the 115 W. Miner Street gas station, and disclosed her injuries to several of the employees there, including the manager, Carrie (last name unknown).

11. In the spring of 2022, Temple spoke with Carrie and asked if SDCI was hiring. Carrie said that Temple should submit a resume, but only once her hand was better.

12. On June 29, 2022, once Temple felt her hand had healed considerably, she submitted a resume to SDCI.

13. On June 30, 2022, Temple received a call from Tye (last name unknown), a manager at SDCI; an interview was set for July 1, 2022.

14. On July 1, 2022, Temple was interviewed by Derek (last name unknown), who is believed to be an owner or corporate officer of SDCI. During the interview process, Temple disclosed to both Tye and Derek that her thumb was still somewhat injured and she still had some physical limitations as a result; Tye told Temple that she should bring in a doctor's note that explained her limitations.

15. Temple did as instructed and obtained a doctor's note which provided: "No lifting, grasping, carrying with left hand. Limit standing to 2 hours per episode with 10 minute break (sitting/resting left leg). Duration: To 10/01/2022."

1 16. On July 14, 2022, Temple submitted the note to Carrie, who responded brusquely:
2 “So, you can’t work?” Temple responded that she could work, but had physical limitations. Carrie
3 said that Temple could work that evening, but would thereafter be taken off schedule until Carrie
4 could discuss the matter with Derek.

5 17. The next day—July 15, 2022—Temple asked Carrie if anything had been decided
6 with regard to her employment; Carrie responded that Derek wanted to look into Temple’s
7 situation and that Carrie would have an answer by Monday, July 18, 2022.

8 18. On July 18, 2022, Temple received a call from Carrie, who said that Temple was
9 terminated. Carrie also told Temple not to “talk to Derek or corporate about this”, and that Temple
10 wasn’t “going to change anyone’s mind.” Temple’s termination paperwork showed that she was
11 fired as of July 14, 2022.

12 19. On August 23, 2022, Temple filed a complaint with the California Department of
13 Fair Employment and Housing, and was issued a right-to-sue notice that same day. (**Exhibit 1.**)

14 20. During Temple’s employment with SDCI, she was furnished with wage statements
15 that did not show “the name and address of the legal entity that is the employer”, in violation of
16 Labor Code section 226(a)(8). Instead, the wage statements showed the employer’s name only,
17 with no address. (**Exhibit 2.**) Furthermore, the wage statements did not show “the name of the
18 employee and only the last four digits of his or her social security number or an employee
19 identification number other than a social security number”, in violation of Labor Code section
20 226(a)(7). Instead, the wage statements provided the last four digits of Temple’s social security
21 number but showed only part of her name (“Temple, N”). (**Exhibit 2.**)

22 21. The foregoing violations, and each of them, were committed as against current and
23 other former employees of SDCI.

24 22. On August 5, 2022, Temple provided written notice to the Labor and Workforce
25 Development Agency (“LWDA”) and SDCI regarding the specific provisions of the Labor Code
26 alleged to have been violated, including the facts and theories to support those alleged violations.
27 (**Exhibit 3.**)

23. As of the filing of this Complaint, more than 33 calendar days after Temple's initial written notice, SDCI has not provided written notice to Temple, and by online filing with the LWDA, with a showing that it has "cured" the violations of Labor Code section 226(a)(8) by providing a fully compliant, itemized wage statement for each aggrieved employee for each pay period for the three-year period prior to the date of Temple's initial written notice. (See Lab. Code, §§ 2699, subd. (d), 2699.3, subd. (c)(2)(A).) Accordingly, Temple has satisfied the administrative prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties against Defendants, in addition to other remedies, for violations of Labor Code section 226(a)(8).

FIRST CAUSE OF ACTION
FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS
(Lab. Code, § 226(a))
Against Defendants

24. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

25. Pursuant to Labor Code section 226(a) “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (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, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each temporary services assignment.”

1 26. An employee suffering injury as a result of the knowing and intentional failure by an
2 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
3 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
4 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
5 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's
6 fees. (Lab. Code, § 226, subd. (e)(1).)

7 27. An employee is deemed to suffer injury if the employer fails to provide a wage
8 statement or if the employer fails to provide accurate and complete information as required by any one
9 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
10 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
11 during the pay period or any of the other information required to be provided pursuant to Labor Code
12 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
13 and address of the employer and iv) the name of the employee and the last four digits of his or her
14 social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-
15 (iv).) "Promptly and easily determine" means a reasonable person would be able to readily ascertain
16 the information without reference to other documents or information. (Lab. Code, § 226, subd.
17 (e)(2)(C).)

18 28. As set forth above, Defendants intentionally and willfully failed to furnish accurate
19 itemized wage statements which complied with Labor Code section 226.

20 29. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
21 provided.

22 **SECOND CAUSE OF ACTION**
23 **PRIVATE ATTORNEYS GENERAL ACT**
24 **(Lab. Code, § 2698 *et seq.*)**
 Against Defendants

25 30. Plaintiff hereby realleges and incorporates by reference each and every allegation
26 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
27 allegations of this cause of action.

1 31. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
2 Code which provides for a civil penalty to be assessed and collected by the LWDA for violations
3 of the Labor Code may, as an alternative, be recovered through a civil action brought by an
4 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
5 to the procedures outlined in Labor Code section 2699.3.

6 32. Plaintiff was employed by Defendants and the alleged violations were committed
7 against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined
8 by Labor Code section 2699, subdivision (c). Other current and former employees are also
9 aggrieved employees in that one or more of the alleged violations were also committed against
10 them during their time of employment with Defendants.

11 33. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable
12 in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is
13 specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for
14 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
15 each subsequent violation.

16 34. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved
17 employee may recover the civil penalty on behalf of himself or herself and other current or former
18 employees against whom one or more of the alleged violations was committed. Furthermore, any
19 employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees
20 and costs.

21 35. Pursuant to the PAGA, Temple seeks to recover civil penalties against Defendants
22 for violations of the Labor Code.

23 36. Wherefore, Plaintiff and other employees (current and former) have been aggrieved
24 and Plaintiff, on behalf of the Labor and Workforce Development Agency, requests relief as
25 hereafter provided.

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THIRD CAUSE OF ACTION
DISABILITY DISCRIMINATION
(Gov. Code, § 12940(a))
Against Defendants

37. Plaintiff hereby realleges and incorporates by reference each and every paragraph set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

38. The FEHA explicitly prohibits an employer from refusing to hire or employ a person, discharging a person from employment, or discriminating against such person in compensation or in terms, conditions or privileges of employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Gov. Code § 12940(a). "Race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation" includes a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics. Gov. Code § 12926(n).

39. At all times relevant herein mentioned, Plaintiff was qualified for the position held with Defendants.

40. Defendants were, at all times material herein, Plaintiff's employer pursuant to Government Code section 12926(d) and were therefore barred from discriminating in its employment decisions in violation of Government Code section 12940(a).

41. Nevertheless, as set forth above, Defendants discriminated against Plaintiff based on disability, perceived disability, and perceived future disability, in violation of Government Code section 12940(a).

42. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

1 43. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
2 damages and requests relief as hereafter provided.

3 **FOURTH CAUSE OF ACTION**
4 **FAILURE TO ACCOMMODATE**
5 **(Gov. Code, § 12940, subd. (m))**
6 **Against Defendants**

7 44. Plaintiff hereby realleges and incorporates by reference each and every allegation set
8 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
9 allegations of this cause of action.

10 45. The FEHA requires an employer to "make reasonable accommodation for the
11 known physical or mental disability of an applicant or employee." (Gov. Code, § 12940(m).)

12 46. Defendants were at all times material herein Plaintiff's employer pursuant to
13 Government Code section 12926(d), had knowledge of Plaintiff's disabilities, and were required to
14 reasonably accommodate her pursuant to Government Code section 12940(m).

15 47. Nevertheless, as set forth above, Defendants failed to make a reasonable
16 accommodation for Plaintiff's known disabilities in violation of Government Code section
17 12940(m).

18 48. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
19 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious
20 manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

21 49. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
22 damages and requests relief as hereafter provided.

23 **FIFTH CAUSE OF ACTION**
24 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS**
25 **(Gov. Code, § 12940, subd. (n))**
26 **Against Defendants**

27 50. Plaintiff hereby realleges and incorporates by reference each and every allegation
28 set above as though fully set forth herein, except as said paragraphs are inconsistent with the
allegations of this cause of action.

1 51. The FEHA requires an employer “to engage in a timely, good faith, interactive
2 process with the employee or applicant to determine effective reasonable accommodations, if any,
3 in response to a request for reasonable accommodation by an employee or applicant with a known
4 physical disability or known medical condition.” (Gov. Code, § 12940, subd. (n).)

5 52. Defendants were at all times material herein Plaintiff’s employer(s) pursuant to
6 Government Code section 12926, subdivision (d), had knowledge of Plaintiff’s disabilities/medical
7 condition, and was required to engage in the interactive process pursuant to Government Code
8 section 12940, subdivision (n).

9 53. Nevertheless, as set forth above, Defendants failed to engage in a timely, good faith,
10 interactive process to determine effective reasonable accommodations in violation of Government
11 Code section 12940, subdivision (n).

12 54. As a result of Defendants’ conduct, Plaintiff has suffered damages.

13 55. Defendants’ actions towards Plaintiff were committed or ratified by Defendants,
14 and/or their managing agents and/or employees in an oppressive, fraudulent, and malicious manner
15 in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

16 56. Wherefore, Plaintiff seeks damages as set forth below.

17 **SIXTH CAUSE OF ACTION**
18 **RETALIATION FOR REQUESTING ACCOMMODATION**
19 **(Gov. Code, § 12940, subd. (m)(2))**
 Against Defendants

20 57. Plaintiff hereby realleges and incorporates by reference each and every allegation
21 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
22 allegations of this cause of action.

23 58. The FEHA explicitly prohibits an employer from retaliating or otherwise
24 discriminating against a person for requesting accommodation for a disability, regardless of
25 whether the request was granted. (Gov. Code, § 12940, subd. (m)(2).)

26 59. Nevertheless, as set forth above, Defendants unlawfully retaliated against Plaintiff
27 for requesting accommodation, in violation of the FEHA.

1 60. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
2 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious
3 manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

4 61. Wherefore, Plaintiff seeks damages as set forth below.

5 **SEVENTH CAUSE OF ACTION**
6 **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION**
7 **(Gov. Code, § 12940, subd. (k))**
8 **Against Defendants**

9 62. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 through 36
10 above as though fully set forth herein, except as said paragraphs are inconsistent with the
11 allegations of this cause of action.

12 63. The FEHA requires an employer to "take all reasonable steps necessary to prevent
13 discrimination and harassment from occurring." Gov. Code § 12940(k).

14 64. Defendant, at all times material hereto, was Plaintiff's employer pursuant to
15 Government Code section 12926(d) and were therefore required to prevent discrimination and
16 retaliation as set forth in Government Code section 12940(k).

17 65. Defendant knew or should have known of the discrimination and retaliation by
18 Defendant's employees, supervisors, managers, and Does 1-100, inclusive.

19 66. Nevertheless, as set forth above, Defendant did nothing to rectify or prevent said
20 discrimination and retaliation. Instead, Defendant consented to, encouraged, permitted and/or
21 acquiesced to the discrimination and retaliation.

22 67. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
23 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious
24 manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

25 68. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
26 damages and requests relief as hereafter provided.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

3 **As to the First Cause of Action:**

- 4 1. That this Court award injunctive relief, including that available under Labor Code
5 sections 226(h);
- 6 2. That this Court award statutory penalties including, but not limited to, those available
7 under Labor Code section 226;
- 8 3. That this Court award statutory attorneys' fees and costs under Labor Code section
9 226(e)(1) and (h), as well as those available under Code of Civil Procedure section
10 1021.5;
- 11 4. That this Court award prejudgment and post-judgment interest according to any
12 applicable provision of law or as otherwise permitted by law; and
- 13 5. That this Court award such other and further relief as the court deems just and proper.

14 **As to the Second Cause of Action:**

- 15 1. For civil penalties, including but not limited to those available under Labor Code
16 sections 226.3 and 2699(f);
- 17 2. For injunctive relief;
- 18 3. For statutory attorneys' fees and costs, including but not limited to those available
19 under Labor Code section 2699(g);
- 20 4. For prejudgment and post-judgment interest according to any applicable provision
21 of law or as otherwise permitted by law, including those available under Civil Code
22 sections 3287(a) and 3289(b); and
- 23 5. For such other and further relief as the court deems just and proper.

24 **As to the Third through Seventh Causes of Action:**

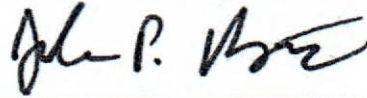
- 25 1. For compensatory, special, and general damages;
- 26 2. For punitive and/or exemplary damages;
- 27 3. For injunctive relief;

- 1 4. For statutory attorneys' fees and costs, including but not limited to those available
2 under Government Code section 12965, subdivision (b);
3 5. For prejudgment and post-judgment interest according to any applicable provision of
4 law or as otherwise permitted by law, including but not limited to that available
5 under Civil Code sections 3287, subdivision (a) and 3289, subdivision (b); and
6 6. For all other and further relief as the court deems just and proper.

7 ///

8 **DATED:** September 8, 2022

MAYALL HURLEY P.C.



By _____

JOHN P. BRISCOE

Attorneys for Plaintiff Natasha Temple

EXHIBIT 1



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

KEVIN KISH, DIRECTOR

August 23, 2022

John Briscoe
2453 Grand Canal Blvd.
Stockton, CA 95207

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202208-17993322
Right to Sue: Temple / Siskiyou Development Company, Inc.

Dear John Briscoe:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

KEVIN KISH, DIRECTOR

August 23, 2022

RE: Notice of Filing of Discrimination Complaint
DFEH Matter Number: 202208-17993322
Right to Sue: Temple / Siskiyou Development Company, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
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KEVIN KISH, DIRECTOR

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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KEVIN KISH, DIRECTOR

August 23, 2022

Natasha Temple

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202208-17993322
Right to Sue: Temple / Siskiyou Development Company, Inc.

Dear Natasha Temple:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective August 23, 2022 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.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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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 DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**

7 Natasha Temple

DFEH No. 202208-17993322

8 Complainant,

9 vs.

10 Siskiyou Development Company, Inc.
11 79 S. Weed Blvd.
12 Weed, CA 96094

13 Respondents

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15 1. Respondent **Siskiyou Development Company, Inc.** is an **employer** subject to suit under
16 the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

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18 2. Complainant **Natasha Temple**, resides in the City of , State of .

19 3. Complainant alleges that on or about **July 14, 2022**, respondent took the following
20 adverse actions:

21 **Complainant was discriminated against** because of complainant's disability (physical or
22 mental) and as a result of the discrimination was terminated, denied reasonable
23 accommodation for a disability, denied work opportunities or assignments.

24 **Complainant experienced retaliation** because complainant requested or used a disability-
25 related accommodation and as a result was terminated, denied reasonable accommodation
26 for a disability, other, denied work opportunities or assignments.

27 **Additional Complaint Details:** Complainant was hired by Respondent on July 6, 2022 as a
28 cashier at Respondent's 76 gas station located at 115 W. Miner Street, Yreka, California.
Prior to her hiring--on January 27, 2022--Complainant was involved in a car accident in
which she injured her left hand (dislocated thumb); Complainant also injured her left leg

1 (cellulitis) and also suffered two broken ribs and an injured collarbone. Complainant was a
2 frequent customer at the aforementioned gas station and disclosed her injuries to several of
3 the employees, including the manager, Carrie (last name unknown). In the spring of 2022,
4 Complainant spoke with Carrie and asked if Respondent was hiring. Carrie said that
5 Complainant should submit a resume, but only once her hand was better. On June 29,
6 2022, once Complainant felt her hand had healed considerably, she submitted a resume to
7 Respondent. On June 30, 2022, Complainant received a call from Tye (a manager at
8 Respondent); an interview was set up for July 1, 2022. Complainant was interviewed by
9 Derek (believed to be an owner or corporate officer of Respondent), as well as Tye. During
10 the interview process, Complainant disclosed to both Tye and Derek that her thumb was still
11 injured and that she still had some physical limitations as a result; Tye told Complainant that
12 she should bring in a doctor's note that explained her physical limitations. Complainant did
13 as instructed and obtained a doctor's note which provided: "No lifting, grasping, carrying with
14 left hand. Limit standing to 2 hours per episode with 10 minute break (sitting/resting left leg).
15 Duration: To 10/01/2022." On July 14, 2022, Complainant submitted this note to Carrie, who
16 responded: "So, you can't work?" Complainant responded that she could work but had
17 physical limitations. Carrie said that Complainant could work that evening, but would
18 thereafter be taken off schedule until Carrie could discuss the matter with Derek. The next
19 day, Complainant asked Carrie if anything had been decided; Carrie responded that Derek
20 wanted to look into Complainant's situation and that she would have an answer by Monday,
21 July 18, 2022. On July 18, Complainant received a call from Carrie, who said that
22 Complainant was terminated. Carrie also told Complainant not to "talk to Derek or corporate
23 about this", and that Complainant wasn't "going to change anyone's mind". Complainant's
24 termination paperwork showed that she was fired as of July 14, 2022. As set forth above,
25 Complainant was discriminated against and terminated because of her disclosed physical
26 disability, and retaliated against for requesting accommodation; Respondent further failed to
27 provide reasonable accommodations and failed to engage in the interactive process.
28 Respondent failed to prevent the foregoing, which is a partial list only and set forth by way of
example.

1 VERIFICATION

2 I, **John P. Briscoe**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On August 23, 2022, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Lodi, CA

EXHIBIT 2

SISKIYOU DEVELOPMENT COMPANY, INC.

1449

EMPLOYEE		SOCIAL SECURITY NO.		PAY RATE	PERIOD END.		CHECK NO.
05-0001155 TEMPLE, N		[REDACTED]		15.50 HS	7/1/2022	7/15/2022	001449
EARNINGS	HOURS	AMOUNT	YTD	DEDUCTION	AMOUNT		YTD
Regular	41.87	15.50 648.99	648.99	Social Security Tax Medicare Tax CA Disability Tax	40.24 9.41 7.14		40.24 9.41 7.14
Sick Avail	0.00						
Vac Avail	0.00						
GROSS EARNINGS:		648.99	648.99	TOTAL DEDUCT:		56.79	56.79
NET EARNINGS:		592.20					

EXHIBIT 3

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91206
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

LAW OFFICES OF
MAYALL HURLEY

A PROFESSIONAL CORPORATION

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

TELEPHONE: (209) 477-3833
FACSIMILE: (209) 473-4818
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NICHOLAS P. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
SHANE M. HOOVER

August 5, 2022

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Siskiyou Development Company, Inc.
79 S. Weed Blvd.
Weed, CA 96094

Re: Natasha Temple

To whom it may concern:

This firm represents Natasha Temple ("Temple") in relation to her former employment with Siskiyou Development Company, Inc. ("SDCI"). In accordance with Labor Code section 2699.3, this letter shall serve as Temple's written notice to the Labor and Workforce Development Agency ("LWDA") and SDCI regarding the following violations, and facts and theories supporting those violations, on Temple's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of SDCI.

Temple was hired by SDCI on July 6, 2022 to work at its 76 gas station at 115 West Miner Street, Yreka, California. SDCI does business in California under multiple names: In addition to the aforementioned gas station, it owns and operates, *inter alia*, the Hi-Lo Motel, Café, and RV Park in Weed, California; a Chevron gas station in Mt. Shasta, California; the Sports and Spirits food mart in Mt. Shasta, California; and a Spirit Food Mart and gas station in Weed, California. Temple's employment with SDCI ended on or around July 14, 2022.

During Temple's employment with SDCI, she was furnished with wage statements that did not show "the name and address of the legal entity that is the employer", in violation of Labor Code section 226(a)(8). Instead, the wage statements showed the employer's name only, with no address. (**Exhibit A.**) Furthermore, the wage statement did not show "the name of the employee and only the last four digits of his or her social security number or an employee

Labor and Workforce Development Agency
Siskiyou Development Company, Inc.
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identification number other than a social security number", in violation of Labor Code section 226(a)(7). Instead, the wage statements provided the last four digits of Ms. Temple's social security number but showed only part of her name ("Temple, N"). (*Id.*)

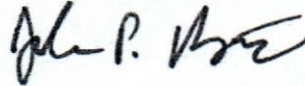
The foregoing violations, and each of them, were committed as against current and other former employees of SDCI, and within the last year.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Temple intends to file a civil complaint against SDCI pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.



By

JOHN P. BRISCOE

Enclosure

EXHIBIT A

SISKIYOU DEVELOPMENT COMPANY, INC.

1449

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