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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**  
**CIVIL COMPLEX CENTER**

**Assigned for All Purposes** Judge Lon F. Hurwitz

RUINING NUNGARAY, an individual,

Plaintiff,

vs.

ITRUST CAPITAL, INC., a Delaware  
corporation; and TODD SOUTHWICK, an  
individual;

Defendants.

Case No.: 30-2022-01289588-CU-OE-CXC

**VERIFIED COMPLAINT FOR:**

1. Sexual Harassment (FEHA)
2. Harassment (FEHA)
3. National Origin Discrimination and Harassment by Association (FEHA)
4. Failure to Prevent Harassment and Discrimination (FEHA)
5. Retaliation (FEHA)
6. Retaliation (Labor Code § 1102.5)
7. Constructive Discharge in Violation of Public Policy
8. Intentional Infliction of Emotional Distress
9. Failure to Pay Overtime Wages
10. Failure to Pay All Wages Due on Termination
11. Failure to Provide Meal Breaks
12. Failure to Provide Rest Breaks
13. Failure to Provide Accurate, Itemized Wage Statements
14. Failure to reimburse expenses
15. Unfair Business Practices
16. Civil penalties pursuant to the Private Attorneys General Act

**JURY TRIAL DEMANDED**

Amount demanded exceeds \$25,000.

1. The matters stated in this Complaint are true to Plaintiff's knowledge, except as to the matters which are therein stated on information and belief, and as to those matters Plaintiff believe them to be true.

2. Plaintiff RUINING (DARCY) NUNGARAY hereby allege against Defendants ITRUST CAPITAL, INC. and TODD SOUTHWICK (collectively, “Defendants”), as follows:

## **JURISDICTION AND VENUE**

3. Jurisdiction is conferred on this Court over Defendants named herein as residents of the state of California and/or conductors of business in the state of California. Jurisdiction is conferred on this Court as to all causes of action as they arise under state statute or common law.

4. Venue is proper in this Court because Defendants reside and/or conduct business in this County.

**PARTIES**

5. Plaintiff RUINING (DARCY) NUNGARAY (hereafter “Plaintiff” or “Darcy”) is an individual residing in Irvine, California, in the County of Orange, and is a former employee of ITRUST.

6. Defendant ITRUST CAPITAL, INC. (hereafter “ITRUST”) is a Delaware corporation with its principal place of business in Irvine, California.

7. Defendant TODD SOUTHWICK (hereafter “Mr. Southwick”) is an individual who, on information and belief, was at all relevant times alleged herein the Chief Executive Officer of Defendant ITRUST, employee or agent of Defendant ITRUST and a resident of the State of California.

8. At the relevant times mentioned herein, Darcy was employed by ITRUST and performed work for ITRUST within Orange County. The unlawful conduct alleged herein occurred in Orange County. Darcy, at the relevant times mentioned herein, was and continues to be, a resident of Orange County, California.

9. At the relevant times mentioned herein, ITRUST was the “employer” of Darcy and regularly employs five (5) or more persons. Thus, ITRUST is an employer as that term is defined in Cal. Gov’t. Code § 12926(d) and is subject to the Fair Employment and Housing Act (hereafter

1 “FEHA”).

2 10. Moreover, Darcy was an employee of Defendant as that term is defined in Cal. Code  
3 Regs. tit. 2, § 11008. Thus, Darcy is protected by the FEHA.

4 11. At relevant times mentioned herein, each Defendant was an agent, employee, and/or  
5 partner of the remaining Defendants, and, in doing the things alleged herein, was acting within the  
6 scope of such agency, employment, and/or partnership with the permission, authority and/or consent  
7 of his, her or its co-Defendants.

8 12. At all times herein and for many prior years, Defendants Mr. Southwick and ITRUST  
9 either employed/jointly employed individuals in California and/or were involved in managing  
10 businesses and/or employees in California.

11 **GENERAL ALLEGATIONS**

12 13. Plaintiff does not know the true names and capacities of Defendants sued herein as  
13 DOES 1 through 50, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff  
14 will amend her Complaint to allege the true names and capacities and causes of action against said  
15 fictitiously named Defendants when the same have been ascertained. Plaintiff is informed and  
16 believes and thereon alleges that each of the Defendants designated herein as a “DOE” is responsible  
17 in some manner and liable herein to Plaintiff for her damages.

18 14. Plaintiff is further informed and believes and thereon alleges that at all times herein  
19 alleged, each of the aforesaid Defendants, including, but not limited to DOES 1 through 50, was the  
20 agent, employee, servant, partner, aider and abettor, co-conspirator, alter ego, and/or joint venturer  
21 of the others herein and was at all times operating and acting within the purpose and scope of said  
22 agency, service, employment, partnership, conspiracy, alter ego, and/or joint venture and rendered  
23 substantial assistance and encouragement to the other Defendants, knowing that their conduct  
24 constituted a breach of duty owed to Plaintiff.

25 15. The tortious acts and omissions alleged herein were performed by management level  
26 employees of Defendants.

27 16. The actions of Defendants, and each of them, against Plaintiff constitute unlawful  
28 employment practices in violation of public policy and have caused, and will continue to cause

1 Plaintiff, inter alia, loss of future earnings and employment. Defendants allowed and/or condoned a  
2 continuing pattern of retaliatory practices. Defendants also allowed/and or condoned a continuing  
3 pattern of unlawful practices in violation of, inter alia, the California Labor Code, and have caused,  
4 and will continue to cause, Plaintiff economic damages in an amount to be proven at trial.

5 17. As a further legal (proximate) result of the unlawful and intentional actions of  
6 Defendants, and each of their agents, against Plaintiff as alleged herein, Plaintiff has been harmed in  
7 that she has suffered, and continues to suffer, emotional pain, humiliation, mental anguish, loss of  
8 enjoyment of life, and emotional distress.

9 18. Defendants, and each of them, committed these acts alleged herein maliciously,  
10 fraudulently, and oppressively, and/or with the wrongful intention of injuring Plaintiff, and acted with  
11 an improper and evil motive amounting to malice or despicable conduct. Alternatively, Defendants'  
12 wrongful conduct was carried out with a conscious disregard for Plaintiff's rights.

13 19. Defendants' conduct warrants the assessment of punitive damages in an amount  
14 sufficient to punish Defendants and deter others from engaging in similar conduct.

15 20. Each of these acts and failures to act are alleged against each Defendant whether acting  
16 individually, jointly, or severally. Each of the Defendants or their alter egos agreed and conspired  
17 with the others in the commission of these acts or failures to act.

18 21. Plaintiff seeks, *inter alia*, compensatory damages, punitive damages, costs of suit  
19 herein, and attorney's fees.

#### 20 **SPECIFIC FACTUAL ALLEGATIONS**

21 22. Darcy and her husband, Jonathan Nungaray, are a young married couple, ages 24 and  
22 27, respectively. Both were hired by ITRUST in 2021. Darcy is a Chinese national and Jonathan is  
23 an American national with a Hispanic descent originating in Mexico, both currently residing in  
24 Orange County, California.

25 23. Jonathan was originally hired by Defendant ITRUST in early 2021 as a software  
26 engineer. After successfully leading ITRUST's team of engineers and playing an important role in  
27 securing over \$100 million of funding for ITRUST, Jonathan was promoted to Chief Technology  
28 Officer in the latter half of 2021.

1           24.     On or about June 21, 2021, Darcy was hired as a UX Designer III at ITRUST. She  
2 performed her work diligently and enjoyed working with her colleagues. Mr. Southwick was named  
3 as her supervisor in her offer letter.

4           25.     Jonathan and Darcy initially enjoyed their work at ITRUST and enjoyed working with  
5 their colleagues, forming both professional relationships and friendships with other employees at  
6 ITRUST. But from early on during her employment at ITRUST, Mr. Southwick began to act  
7 strangely and inappropriately towards Darcy.

8           26.     Beginning on or about August of 2021, when ITRUST's corporate offices were  
9 located in Long Beach, California, Mr. Southwick moved the products team close to his office and  
10 Darcy's workstation was positioned next to his office. Soon after, Mr. Southwick began to follow  
11 Darcy to the bathroom. Mr. Southwick's demeanor was strange, often following Darcy but avoiding  
12 any attempt by Darcy at polite conversation to dismantle the cringing "coincidence" that Mr.  
13 Southwick would have to walk behind her as she was going to use the restroom. This situation became  
14 so uncomfortable, strange, and persistent, that Darcy began asking female coworkers to accompany  
15 her to the bathroom. Eventually, the situation appeared to evolve into a game for Mr. Southwick; he  
16 would often block her path and make strange sounds, often smiling like he was playing a game, but  
17 which made Darcy exceedingly uncomfortable and embarrassed.

18           27.     By early 2022, Mr. Southwick had created a habit of commenting on what Darcy was  
19 wearing, often making comments about her shoes and outfits. On numerous occasions, Mr. Southwick  
20 would ask that Darcy be present at meetings at which there was no professional role for her to play.  
21 More so than making her uncomfortable, the experience was often humiliating and embarrassing, as  
22 other employees were then aware of Mr. Southwick's exceedingly strange treatment towards Darcy.

23           28.     By April of 2022, Mr. Southwick had begun to approach Darcy's desk specifically to  
24 show her expensive jewelry or clothing offered or marketed online. On one occasion, Mr. Southwick  
25 hovered over her desk, and used her computer to access an ad for a \$10,000 neckless, stating "do you  
26 like this neckless it cost me \$10,000 dollars ... I bought it for my wife, I think she will like it, what  
27 do you think? ". He made these statements in front of other employees that could see how humiliated  
28 and uncomfortable Mr. Southwick made Darcy feel. Her colleagues, especially those sitting next to

1 Darcy, were aware that she is married to Jonathan, and Darcy had already commented to many of  
2 them that Mr. Southwick made her uncomfortable and she did not welcome his behavior.

3 29. Mr. Southwick was also aware that Darcy is married to Jonathan. After ITRUST hired  
4 Darcy, Mr. Southwick would comment to Jonathan that Darcy “is young and beautiful”, which later  
5 evolved to comments that his wife is “fucking hot”. Although Jonathan felt humiliated and  
6 embarrassed by Mr. Southwick’s behavior towards his wife, he tolerated it for a time. Eventually  
7 however, Jonathan did confront Mr. Southwick about his behavior towards Darcy, and subsequently  
8 Mr. Southwick terminated Jonathan, as will be discussed further below.

9 30. Even prior to ITRUST hiring Darcy, Mr. Southwick made comments to Jonathan  
10 about other women, commented to Jonathan and other employees on being “bored” with his (Mr.  
11 Southwick’s) wife, implying to Jonathan and other employees that Mr. Southwick may be going  
12 through a divorce, and generally harbored an atmosphere at the office more akin to a fraternity than  
13 to a business.

14 31. The frat-house atmosphere became especially rampant after ITRUST obtained funding  
15 of over \$100 million in the latter half of 2021. Discussions about “strip clubs”, “happy ending  
16 massages” were as common at ITRUST as drinking and drugs at the office. Several higher ups were  
17 known to do cocaine at the office, and Mr. Southwick often promoted drug-use during meetings. At  
18 the Irvine location, a bar tender was hired to come in with a full bar at about 4:30 pm on and Mr.  
19 Southwick encouraged female employees to attend; Mr. Southwick would routinely hover over and  
20 speak to inebriated female employees at these events.

21 32. Meanwhile, in trying to focus on his job, and internally minimizing the emotional  
22 distress that Mr. Southwick was causing Jonathan, Jonathan turned his attention to his engineering  
23 team and trying to improve their efficiency and work environment at ITRUST. This included sending  
24 employees to work remotely after one of multiple COVID outbreaks at the Irvine office. This  
25 instance, and his experience having to navigate multiple employment-related issues which he became  
26 aware of from those he supervised, led Jonathan to complain to Mr. Southwick and other higher-ups  
27 about the need for proper COVID and remote work protocols, as well as the need for a human  
28 resources department. More specifically, Jonathan began to notice that engineers were concerned

1 about their health and safety and wanted to work from home. Often, they would approach Jonathan  
2 with questions that Jonathan felt required handling by a human resources representative, better than  
3 their CTO. Jonathan brought this to Mr. Southwick's attention, but his concerns were met with an  
4 irrational reaction, including name-calling outbursts that were witnessed by other employees.

5 33. Rumors of drug use at the office were rampant by March of 2022, and Mr. Southwick's  
6 behavior became more and more erratic. On one occasion, on or about March 20, 2022, Jonathan was  
7 preparing for an upcoming convention in Miami, the Miami Bitcoin Conference. Jonathan mentioned  
8 to Mr. Southwick that he would be taking Darcy. Prior to the trip, Mr. Southwick called Jonathan,  
9 sounding inebriated, stated that Jonathan could bring Darcy on the trip because his wife is "fucking  
10 hot" and that she would be good to show off to customers. A few days later, Jonathan confronted Mr.  
11 Southwick about the exchange and how Mr. Southwick had made him feel; Mr. Southwick brushed  
12 it off as a joke and insisted Jonathan bring Darcy.

13 34. On or about April 1, 2022, during the Miami Bitcoin Conference, Mr. Southwick  
14 brought drugs to the company event. On information and belief, Mr. Southwick gave Darcy an  
15 ecstasy-laced drink to suppress her inhibitions and to try to seduce her. On another occasion, Mr.  
16 Southwick physically approached Darcy, leaned close to her and said, "oh I almost kiss you". He  
17 tried on several occasions to hold Darcy's hand. Mr. Southwick's wife on one instance stated "that's  
18 harassment Todd!" When Jonathan stated they would be calling it a night, Mr. Southwick insisted  
19 that Darcy stay behind with Mr. Southwick. Darcy did not welcome any of Mr. Southwick's behavior,  
20 and the entire trip was awkward, but the Nungarays endured it hoping Mr. Southwick would stop.

21 35. The working relationship between Mr. Southwick and Jonathan deteriorated rapidly  
22 after the Miami trip. By the end of April of 2022, Mr. Southwick became increasingly aggressive,  
23 and his behavior towards Darcy even more persistent and pervasive. He continued calling Darcy into  
24 meetings in at which there was no professional role for her to play; Mr. Southwick would openly  
25 approach Darcy and position himself unnecessarily close to her and type on her computer, typically  
26 nothing to do with work but to show her expensive clothing, such as revealing dresses, and speaking  
27 loudly so that others could hear about what he was showing Darcy. This behavior was humiliating to  
28 both Jonathan and Darcy, and it was obvious to others that witnessed these events that something was

amiss with Mr. Southwick and that his conduct toward Darcy was unwelcomed, embarrassing, and demeaning.

36. Sometime in late April, Jonathan finally went to Mr. Southwick's home to request that the behavior stop. Jonathan and Darcy went together to his home, but Darcy chose to stay and wait outside in their car. Jonathan used this opportunity to discuss with Mr. Southwick how the environment at work had become toxic, and was not conducive of a productive work environment for himself and other employees who increasingly witnessed Mr. Southwick's mood swings and irrational behavior and outbursts at the office. Jonathan expressed concerns that Mr. Southwick was assigning important roles and positions to friends rather than qualified individuals, which were causing both logistical problems and problems with moral among employees.

37. Jonathan also confronted Mr. Southwick about Mr. Southwick's behavior with Darcy, and explained to him that he was humiliating her and humiliating him openly in front of others in the office. But the exchange made it clear that if Jonathan wanted to keep his job, Jonathan would have to keep his head down otherwise he was going to continue to be harassed and Darcy would be harassed as well. Instead of apologizing, or even explaining his behavior in some way, Mr. Southwick merely replied, "you need a therapist" and "I'm not your therapist, go get a therapist". Jonathan felt even more humiliated after this exchange, and frustrated because he wanted to keep his job and knew Darcy wanted to keep her job as well.

38. After the exchange at Mr. Southwick's home, Mr. Southwick's behavior continued to be increasingly erratic. One moment approving of Jonathan's performance, and the next moment berating him and his team of engineers. In early May of 2022, Mr. Southwick promised Jonathan "50,000 shares of ITRUST stock by the end of May" (an increase from the 10,000 shares that was already part of his compensation package). Henry Melchor, ITRUST's "Chief of Staff" and formally listed as a supervisor of Jonathan, confirmed this offer to Jonathan, who accepted.

39. In the weeks that followed, Mr. Southwick continued to call in Darcy into random meetings, get in her personal space, and make unwanted comments about her taste in clothing and the clothing she wore. On or about May 15, 2022, Mr. Southwick approached Darcy and asked her if she was "interested in going to the next level". Not understanding what he was referring to, Darcy

asked whether he was referring to a promotion, and Mr. Southwick responded that “it’s time to look for your own career path without Jonathan”. Darcy was shocked and told other employees and Jonathan about what had occurred.

40. On or about May 20, 2022, on a Friday afternoon around 4:00 pm, Mr. Southwick had been drinking at the office with other employees. After offering Jonathan a drink, and Jonathan refusing, Mr. Southwick openly mocked Jonathan and stated loudly to him – and everyone else in the room – that he should go and “leave Darcy” behind. Mr. Southwick added that “I know she likes to drink, I saw something during the Miami trip you did not”. In the exchange with Jonathan, and in front of other employees, Mr. Southwick’s not so indirect inuendo imputing promiscuity on Darcy was demeaning; this insulted and humiliated Jonathan in front of the other employees, as the statement insinuated a complete falsehood about his wife.

41. A few days later, on or about May 23, 2022, Mr. Southwick’s erratically aggressive behavior towards Jonathan continued to escalate. This time, Mr. Southwick was apparently upset that employees were posting negative reviews online, none of which were posted by Plaintiff. That day, Mr. Southwick called Jonathan into his office and proceeded to demand that Jonathan hand over his personal mobile device, and in the presence of Mr. Southwick, provide his username, password, and log into Jonathan’s personal electronic service or account of the site where the negative reviews were being published – presumably to confirm Mr. Southwick’s assumptions that the negative reviews came from Jonathan.

42. A day later, on or about May 24, 2022, Kevin Maloney and Trevor Gregory met with Jonathan, both higher-ups at ITRUST, and discussed among other things Mr. Southwick’s then-recent irrational decision-making. Moreover, the three individuals discussed the humiliation and insults that Jonathan had endured. Kevin Maloney and Trevor Gregory asked Jonathan how Mr. Southwick’s actions – particularly his actions and behavior towards Darcy – had affected Jonathan, and Jonathan became teary-eyed from the emotional distress that the experiences had left with him.

43. The next day, Jonathan met with Blake Skadron, CVO and a co-founder of ITRUST, for a scheduled product review meeting. Unexpectedly, Blake Skadron asked Jonathan if he suspected Mr. Southwick of “doing anything that can be considered illegal” in the office. Jonathan first asked

1 Skadron what exactly Skadron wanted to know. Jonathan did not feel he could trust Blake Skadron  
2 with details so instead, Jonathan explained that he did not know whether Mr. Southwick's actions  
3 were illegal, but that he did not believe they were morally proper. Jonathan also expressed concern  
4 to Skadron that reporting anything to Skadron would lead to retaliation from Mr. Southwick.  
5 Surprisingly, Skadron expressed that he understood Jonathan's concerns that Mr. Southwick would  
6 retaliate against him and confided in Jonathan that Skadron had himself felt isolated after speaking  
7 out against Mr. Southwick on previous occasions.

8 44. The very next day, on May 25, 2022, Jonathan was terminated. He was called in into  
9 Mr. Southwick's office where Mr. Southwick strangely read from a script stating a list of pretexts for  
10 terminating Jonathan.

11 45. Without missing a beat, Mr. Southwick sent an ITRUST employee, a woman in his  
12 inner circle, to persuade Darcy not to leave. In reality, this was Mr. Southwick's continued campaign  
13 to undermine her marriage and continue to harass her husband, Jonathan. That same day, Darcy was  
14 forced to resign. Darcy feared being left at ITRUST without her husband there and feared what would  
15 become of Mr. Southwick's increasingly erratic behavior towards her. Several of her colleagues,  
16 aware of the humiliation and pervasive treatment that Darcy had been subjected to by Mr. Southwick,  
17 immediately understood that with Jonathan gone she was effectively being forced to terminate her  
18 employment at ITRUST. Darcy has had to endure severe emotional distress, including but not limited  
19 having multiple anxiety attacks. Darcy has felt loss of self-dignity and lowered self-esteem. After  
20 having gone through the harassment and humiliation at the hands of Mr. Southwick, which Defendant  
21 ITRUST ratified and failed to prevent, Darcy has suffered post-traumatic stress disorder (PTSD),  
22 including feeling anxiety and even fear when being approached by men.

23 46. To add insult to injury, upon forcing Darcy to resign, ITRUST failed to pay her all  
24 wages due on termination. In fact, Darcy did not receive her final paycheck for weeks, and then after  
25 she did, she has not received payment for all monies owed. Moreover, it is apparent that herself and  
26 other employees have been misclassified as exempt, but in fact they are not exempt employees. It  
27 seems that in the midst of ITRUST's currently toxic work environment there is ample  
28 mismanagement as well, including treating salaried employees who do not fall under California's

1 recognized exemptions as exempt employees. Defendants' policy of deliberately misclassifying its  
2 employees as salaried and exempt, so that Defendants could circumvent the overtime and other wage  
3 and hour requirements violates California's Labor Code, applicable IWC Wage Orders, and  
4 California Code of Regulations.

5 47. Prior to the filing of this Complaint, on October 27, 2022, Plaintiff received her right  
6 to sue letter from the Department of Fair Employment & Housing (DFEH) after submitting her  
7 complaint including a statement of facts mirroring the statement of facts in this Complaint.

8 48. Similarly, August 5, 2022, Darcy provided notice to the California Labor and  
9 Workforce Development Agency ("LWDA") and written notice by U.S. certified mail to Defendants  
10 of the specific provisions of the Labor Code alleged to have been violated and the facts and theories  
11 to support the alleged violations, so that she may be permitted to amend or file her Complaint  
12 including a cause of action for penalties under the PAGA under California Labor Code §  
13 2699.3(a)(2)(C). The LWDA did not respond to the notice within sixty-five calendar days. Thus,  
14 under Labor Code § 2699.3(a)(2)(C), Darcy is permitted to commence a civil action pursuant to Labor  
15 Code § 2699.

16 49. Accordingly, Darcy exhausted all of her administrative remedies.

17 **FIRST CAUSE OF ACTION**

18 **Sexual Harassment in Violation of FEHA**

19 **(Against Defendants ITRUST and Mr. Southwick)**

20 50. Plaintiff incorporates by reference all other allegations in this Complaint.

21 51. Defendants subjected Darcy to a hostile work environment and sexual harassment as  
22 stated above.

23 52. Defendants ITRUST's and its CEO, who was also Darcy's supervisor, Mr.  
24 Southwick's conduct and actions are in violation of FEHA, specifically Cal. Gov. Code §§ 12940(j)  
25 and 12926(t).

26 53. As a result of Defendants' action, Darcy suffered emotional and physical distress, pain  
27 and suffering, headaches, lost wages, loss of enjoyment of life, intimidation, shock, humiliation,  
28 anxiety, loss of self-dignity, grief.

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§ 12926(o) expands the coverage under FEHA to include persons “associated with a person who has, or is perceived to have, any of [the enumerated characteristics]” protected by the FEHA.

62. The conduct of ITRUST as described herein was severe and pervasive. ITRUST’S work environment was hostile and abusive and would be considered offensive and intolerable by any reasonable person under similar circumstances.

63. As a direct and foreseeable result of ITRUST’s aforesaid acts, Darcy has lost and will continue to lose income and benefits in an amount to be proven at trial. Darcy claims such amount as general damages for mental and emotional distress, aggravation, and physical harm, in an amount to be proven at trial, together with pre-judgment interest pursuant to Civil Code § 3287 and/or any other provision of law providing for pre-judgment interest.

64. As set forth above, Defendant ITRUST acted with conscious disregard of Plaintiff’s right to enjoy a work environment free of discrimination or harassment. Defendant ITRUST acted with the malicious intention of depriving Plaintiff of their opportunities and benefits of their employment because of their national origin. This conduct was and is despicable, cruel and oppressive. Therefore, Plaintiff is entitled to an award of punitive damages in an amount to be proven at trial, along with reasonable attorneys’ fees, pursuant to Government Code § 12965(b).

#### **FOURTH CAUSE OF ACTION**

##### **Failure to Prevent Discrimination and Harassment**

##### **in Violation of California Government Code § 12940(k)**

##### **(Against Defendant ITRUST)**

65. Plaintiff incorporates by reference all other allegations in this Complaint.

66. Defendant ITRUST regularly employs five (5) or more persons. Thus, Defendant ITRUST is an “employer” as that term is defined in in Cal. Gov’t Code § 12926(d) and subject to the Fair Employment and Housing Act.

67. Plaintiff was an “employee” of ITRUST as that term is defined in Cal. Code Regs. tit. 2, § 11008(c). Thus, Plaintiff is protected by the FEHA.

68. Government Code § 12940(k) makes it unlawful for “an employer ... to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.”

69. Darcy, mainly through her husband Jonathan, informed ITRUST through their representatives and had multiple conversations with such representatives, including Mr. Southwick, founder and president of ITRUST, Kevin Maloney, ITRUST's Senior vice president, and Trevor Gregory, ITRUST's chief operating officer. Each conversation Jonathan had with ITRUST and or ITRUST's representatives was an opportunity for them to prevent discrimination and harassment from occurring, and yet they failed to do so. ITRUST and Mr. Southwick merely terminated Jonathan's employment and constructively terminated Darcy, without further discussion.

70. In violation of Cal. Gov't. Code § 12940(k), ITRUST failed to take all reasonable steps necessary to prevent discrimination or harassment from occurring and to remedy such discrimination and harassment.

71. As a direct and proximate result of ITRUST's unlawful conduct, Plaintiff suffered and will continue to suffer pain and anguish, emotional distress, and loss of earnings and other employment benefits. Plaintiff is therefore entitled to general and compensatory damages in amount to be proven at trial. Furthermore, Plaintiff has incurred and continue to incur costs and attorneys' fees and are entitled to an award of their reasonable attorneys' fees and costs pursuant to Cal. Gov't. Code § 12965(b).

72. The conduct of Defendant ITRUST as described above was malicious, fraudulent, oppressive, done with reckless indifference, and/or done with a willful and conscious disregard for Plaintiff's rights and for the deleterious consequences of ITRUST'S actions. Defendant ITRUST and their agents/employees or supervisors, authorized, condoned, and/or ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against Defendant ITRUST.

## **FIFTH CAUSE OF ACTION**

### **Retaliation in Violation of FEHA**

#### **(Against Defendant ITRUST)**

73. Plaintiff incorporates by reference all other allegations in this Complaint.

74. Defendant regularly employs five (5) or more persons. Thus, Defendant is an employer as that term is defined in in Cal. Gov't. Code § 12926(d) and is subject to the Fair Employment and Housing Act (hereafter "FEHA").

1           75.     Darcy was an employee of Defendant as that term is defined in Code Regs. tit. 2, §  
2 11008(b). Thus, Darcy is protected by the FEHA.

3           76.     At all times relevant to this Complaint, Gov't. Code § 12940(a) was in effect and  
4 applicable to ITRUST.

5           77.     Here, Darcy and Jonathan opposed the sexual harassment that was levied against  
6 Darcy by confronting Mr. Southwick, the CEO of ITRUST, and reporting the sexual harassment to  
7 Defendants. Jonathan also saw that various human resources issues were not being properly  
8 addressed. He finally confronted and complained to Mr. Southwick and others about the harassing  
9 treatment both him and Darcy were being subjected to by Mr. Southwick.

10          78.     Plaintiff is informed, and believes, and thereon alleges, that Darcy's and Jonathan's  
11 resistance to this conduct and them confronting Mr. Southwick of his actions motivated the retaliation  
12 she suffered, including her own constructive termination when Defendant's wrongfully terminated  
13 Jonathan.

14          79.     As a direct and proximate result of Defendant ITRUST's unlawful conduct, Plaintiff  
15 has suffered and will continue to suffer pain and suffering, mental anguish, emotional distress, and a  
16 loss of earnings and other employment benefits. Plaintiff is thereby entitled to general and  
17 compensatory damages in amounts to be proven at trial. Plaintiff claims such amount as damages  
18 together with pre-judgment interest pursuant to Civil Code § 3287 and/or any other provision of law  
19 providing for pre-judgment interest.

20                               **SIXTH CAUSE OF ACTION**

21                               **Retaliation in Violation of Cal. Labor Code 1102.5**

22                               **(Against Defendant ITRUST)**

23          80.     Plaintiff incorporates by reference all other allegations in this Complaint.

24          81.     At all times relevant to this complaint, Labor Code § 1102.5 was in effect and  
25 applicable to ITRUST. Labor Code § 1102.5 makes it unlawful for an employer to retaliate against  
26 an employee for reporting violations of state or federal law.

27          82.     Here, Jonathan began to notice that engineers were concerned about their health and  
28 safety and wanted to work from home. He also saw that various human resources issues were not

being properly addressed. He finally confronted and complained to Mr. Southwick and others about the harassing treatment both him and Darcy were being subjected to by Mr. Southwick.

83. As a direct and proximate result of Defendant ITRUST's unlawful conduct, Plaintiff has suffered and will continue to suffer pain and suffering, mental anguish, emotional distress, and a loss of earnings and other employment benefits. Plaintiff is thereby entitled to general and compensatory damages in amounts to be proven at trial. Plaintiff claims such amount as damages together with pre-judgment interest pursuant to Civil Code § 3287 and/or any other provision of law providing for pre-judgment interest.

84. As a direct and foreseeable result of the aforesaid acts of Defendant ITRUST, Darcy has lost and will continue to lose income and benefits in an amount to be proven at trial. Plaintiff claims such amount as damages together with pre-judgment interest pursuant to Civil Code § 3287 and/or any other provision of law providing for pre-judgment interest.

85. As a result of the aforesaid acts of Defendant ITRUST, Darcy claims general damages for mental and emotional distress and aggravation in an amount to be proven at trial.

86. As a proximate result of the foregoing conduct of Defendant ITRUST, which violated the provisions of Labor Code § 1102.5, Darcy has been forced to incur and will continue to incur attorney's fees and costs in the litigation of this claim in an amount to be proven at trial.

## **SEVENTH CAUSE OF ACTION**

### **Constructive Discharge in Violation of Public Policy**

#### **(Against Defendant ITRUST)**

87. Plaintiff incorporates by reference all other allegations in this Complaint.

88. Public policy of the state of California prohibits employers from discriminating against and discharging an employee, or retaliating against an employee, on the basis of sex or national origin. Such public policy is set forth in California common law, FEHA, and the California Constitution, Article I, Section 8, which states that a person may not be disqualified from entering or pursuing a business, profession, vocation, or employment because of sex, race, creed, color, or national or ethnic origin.

89. By engaging in the acts and conduct described above, incorporated here by reference,

Defendants intentionally created and/or knowingly permitted to exist a hostile, intimidating and offensive, sexually charged working environment that was so intolerable or aggravated at the time of Darcy's resignation that a reasonable employer would realize that a reasonable person in her position would be compelled to resign.

90. Darcy was forced to resign her employment because Defendants' acts of harassment and discrimination created an intolerable working environment. A reasonable person under the same circumstances faced with the same or similar conduct would have resigned.

91. On or about May 27, 2022, Darcy was forced to resign because of the intolerable working conditions.

92. Darcy suffered damages caused legally by the conduct of Defendants ITRUST and Mr. Southwick as stated below, which is incorporated here to the extent pertinent as if set forth here in full.

### **EIGHTH CAUSE OF ACTION**

#### **Intentional Infliction of Emotional Distress**

#### **(On Behalf of Plaintiff Against All Defendants)**

93. Plaintiff incorporates by reference all other allegations in this Complaint.

94. The Court has enumerated the elements of intentional infliction of emotional distress as follows: "(1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff's suffering severe or extreme emotional distress; and (3) actual and proximate causation of the emotional distress by the defendant's outrageous conduct." Hughes v. Pair, (2009) 46 Cal.4th 1035, 1050.

95. As a proximate result of Defendants' behavior, Plaintiff has suffered injury to their personal, business, and professional reputation, including embarrassment, humiliation, severe emotional distress, anxiety, panic attacks, and PTSD, all to Plaintiff's emotional, and general damages in an amount according to proof.

96. All of these above-mentioned acts of Defendants were done for the purpose of harassing and humiliating Plaintiff. Defendants committed the acts alleged herein recklessly, maliciously, fraudulently, and oppressively with the wrongful intention of injuring Plaintiff for an

improper and evil motive amounting to malice, and with a reckless and conscious disregard of Plaintiff's rights and emotional well-being. All actions of Defendants and their agents and employees were known, ratified, and approved by Defendants and each of them. Plaintiff is thus entitled to recover punitive damages from Defendants in an amount according to proof.

#### **NINTH CAUSE OF ACTION**

##### **Failure to Pay Overtime Wages**

##### **(Against All Defendants)**

97. Plaintiff incorporates by reference all other allegations in this Complaint.

98. On information and belief, Defendants have a policy of deliberately misclassifying its employees as salaried and exempt, so that Defendants can circumvent the overtime and other wage and hour requirements.

99. Any work in excess of eight hours in a day or forty hours in a week must be compensated at a rate of no less than one and one-half times the employee's regular rate of pay.

100. On information and belief, Plaintiff and other similarly situated aggrieved employees were in fact at all times non-exempt employees who regularly worked more than eight hours in a day but did not receive overtime pay as required by law for all such work. On information and belief, Defendants did not track Darcy's hours worked.

101. Overtime pay never appears on Darcy's paycheck.

102. Plaintiff is informed and believes that other similarly situated employees, including but not limited to Product Managers, are also misclassified and also worked overtime but were not paid for overtime.

#### **TENTH CAUSE OF ACTION**

##### **Failure to Pay All Wages Due on Termination**

##### **(Against All Defendants)**

103. Plaintiff incorporates by reference all other allegations in this Complaint.

104. Labor Code § 201 states that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

105. Defendants discharged Darcy's employment on May 26, 2022, but Defendants did not

1 provide Darcy with her final paycheck until several weeks after her constructive termination. Not  
2 only was this final paycheck not promptly provided and payable at the time of Darcy's termination  
3 but the final paycheck failed to include wages Plaintiff had earned, including their compensation for  
4 earned unpaid vacation. Defendants' failure to pay these wages has been and continues to be willful.

5 106. As a result of Defendants' conduct, Darcy is entitled to waiting time penalties pursuant  
6 to Labor Code § 203, together with interest thereon, reasonable attorneys' fees, and costs pursuant to  
7 Labor Code § 218.5.

## 8 **ELEVENTH CAUSE OF ACTION**

### 9 **Failure to Provide Meal Breaks**

#### 10 **(Against All Defendants)**

11 107. Plaintiff incorporates by reference all other allegations in this Complaint.

12 108. At all times relevant to this Complaint, the Wage Order 4-2001 (hereafter "Wage  
13 Order") § 11 and Labor Code §§ 512(a) were in effect and applicable to Defendants.

14 109. Pursuant to Labor Code 512 and Wage Order No. 4 § 11, an employer is required to  
15 provide meal periods to its employees. An employer must provide a meal period to any employee  
16 who works a shift of more than five (5) hours and a second meal period to any employee who works  
17 a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of  
18 compensation for each workday a meal period is not provided under Labor Code § 226.7(c) and Wage  
19 Order No. 4 § 11.

20 110. If an employee is not relieved of all duty during a meal period, the meal period shall  
21 be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period  
22 is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty  
23 and 2) the parties have agreed in writing to on duty meal periods.

24 111. Darcy and other aggrieved employees are non-exempt employees and are entitled to  
25 the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 4 § 11. Defendants  
26 failed to provide their employees timely and uninterrupted thirty-minute meal breaks. In fact, Darcy's  
27 and other aggrieved employees' meal periods were short (less than thirty minutes), late (first meal  
28 periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or

missed. Defendants consistently failed to provide Darcy and other aggrieved employees meal breaks because Darcy and other aggrieved employees were given too much work to perform to take meal breaks. Moreover, even if meal breaks were taken, since Darcy and other aggrieved employees were required to be on duty during those meal periods, they did not receive their required meal breaks free from duties or employer control and Defendants therefore violated Wage Order No. 4 § 11. Reasons Defendants gave its employees for refusing to provide compliant meal breaks include, but are not limited to, that their employees are salaried employees and thus there is no need to provide code-compliant meal breaks.

112. Defendant further violated Labor Code § 226.7(c) and Wage Order No. 4 by failing to compensate Darcy and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of compensation for each workday a meal period was not provided. For all the days on which Darcy was denied a valid meal period, she is entitled to seek and does seek from Defendants one additional hour of pay at the regular rate of compensation for each workday that a meal period was not provided, pursuant to Wage Order § 11 and Labor Code § 226.7(c).

113. Furthermore, Labor Code § 226.7(b) says that "An employer shall not require an employee to work during a meal or rest or recovery period." However, Darcy and other aggrieved employees were required to work during their meal periods in violation of Labor Code § 226.7(b). As a direct result, Darcy has suffered substantial damages in an amount to be proven at trial and is entitled to all appropriate legal remedies provided by the Labor Code and Wage Order, including unpaid wages, liquidated damages, interest, attorneys' fees, and costs of suit pursuant to Labor Code § 218.5.

## **TWELVTH CAUSE OF ACTION**

### **Failure to Provide Rest Breaks**

#### **(Against All Defendants)**

114. Plaintiff incorporates by reference all other allegations in this Complaint.

115. Wage Order No. 4 § 12 requires Defendants to provide employees with rest 10-minute periods for every four hours of work. In this case, Darcy and other employees were deliberately

misclassified as salaried and exempt. As such, Darcy and other aggrieved employees including current and former non-exempt employees are entitled to code-compliant rest breaks.

116. Based on its intentional or negligent misclassification of its employees, Darcy and other aggrieved employees were not allowed to take proper rest periods because Defendants required Darcy and other aggrieved employees to be on duty during their rest periods.

117. Reasons Defendants gave their employees for refusing to provide rest breaks include, but are not limited to, employees are salaried employees and thus there is no need to provide code-compliant rest breaks, or Defendants' inability or unwillingness to hire additional employees to step in while an employee is taking his or her rest break. In *Augustus v. ABM* (2016) 2 Cal.5th 257, the California Supreme Court held that "state law requires Defendants to provide their employees with rest periods that are free from duties or employer control." Since Darcy and other aggrieved employees were required to be on duty during rest periods, they did not receive their required rest periods free from duties or employer control and Employer therefore violated Wage Order No. 4 § 12.

118. In addition, Labor Code § 226.7(c) requires Defendants to pay its employees one additional hour of pay at the employee's regular rate for each workday that a rest period is not provided. Employer did not provide such additional compensation to Employee and other aggrieved employees and thus violated Labor Code § 226.7(c).

119. Furthermore, Labor Code § 226.7(b) says that "An employer shall not require an employee to work during a meal or rest or recovery period." However, Employee and other aggrieved employees were required to work during their rest periods in violation of Labor Code § 226.7(b). As a result of Defendants' conduct, Darcy is entitled to waiting time penalties pursuant to Labor Code § 203, together with interest thereon, reasonable attorneys' fees, and costs pursuant to Labor Code § 218.5.

### **THIRTEENTH CAUSE OF ACTION**

#### **Failure to Provide Accurate, Itemized Wage Statements**

#### **(Against All Defendants)**

120. Plaintiff incorporates by reference all other allegations in this Complaint.

1           121. Labor Code § 226 and Wage Order No. 4 § 7 require Defendants to make, keep, and  
2 provide true, accurate, and complete employment records, including an itemized statement per wage  
3 payment.

4           122. More specifically, Labor Code § 226(a) requires an employer to furnish its employees  
5 with an accurate itemized statement in writing, showing, among other things, gross wages earned, net  
6 wages earned, all applicable hourly rates in effect during the pay period, and the corresponding  
7 number of hours worked at each hourly rate by the employee.

8           123. Under Labor Code § 226, an employee suffering injury as a result of a knowing and  
9 intentional failure by an employer to comply with §226(a) is entitled to recover the greater of all  
10 actual damages or \$50 for the initial pay period in which a violation occurs and \$100 for each  
11 violation in a subsequently pay period up to a maximum of \$4,000.

12           124. Wage Order § 7 requires that employers furnish to each employee an itemized  
13 statement in writing showing all deductions, the inclusive dates of the period for which the employee  
14 is paid, the employee's name or social security number, and the employer's name.

15           125. However, the itemized wage statements Darcy and other aggrieved employees  
16 received failed to record when the Darcy and other aggrieved employees begin and end each work  
17 period and fail to record their meal periods. Furthermore, the itemized wage statements fail to account  
18 for the overtime hours worked by Darcy and other aggrieved employees. Moreover, the wage  
19 statements fail to contain all information required so that the wage statements are not code compliant.

20           126. Thus, Defendants are in violation of Labor Code § 226 and Wage Order No. 4 § 7  
21 because the itemized statements received by Darcy and other aggrieved employees were inaccurate.

22                                   **FOURTEENTH CAUSE OF ACTION**

23                                   **Failure to Reimburse Expenses**

24                                   **(Against All Defendants)**

25           127. Plaintiff incorporates by reference all other allegations in this Complaint.

26           128. Code section 2802(a) provides: "An employer shall indemnify his or her employee for  
27 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge  
28 of her duties, or of her obedience to the directions of the employer, even though unlawful, unless the

employee, at the time of obeying the directions, believed them to be unlawful.”

129. Defendants failed to reimburse Darcy for the following expenditures incurred as a result of discharging her duty: cell phone usage and other necessary expenditure and losses incurred by Darcy in direct consequence for the discharge of her duties.

130. On information and belief, Defendants frequently failed to reimburse its employees for all necessary expenditures incurred in the course of their duties, including, but not limited to, for cell phone use, moving expenses, and other business expenses that were promised would be reimbursed to employees, but which were not.

131. Under Code section 2802(c), Darcy is entitled to recover all reasonable costs, including attorney’s fees, incurred in enforcing her rights granted by Section 2802.

### **FIFTEENTH CAUSE OF ACTION**

#### **Violation Of Business & Professions Code § 17200, et.seq.**

#### **(Against All Defendants)**

132. Plaintiff incorporates by reference all other allegations in this Complaint.

133. Defendants’ conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and other similarly situated employees, Defendants’ competitors, and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

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

135. A violation of California Business and Professions Code §§ 17200, et seq., may be predicated on the violation of any state or federal law. Defendants’ policy of: deliberately misclassifying its employees as salaried and exempt, so that Defendants could circumvent the overtime and other wage and hour requirements; failing to provide meal and rest periods to employees as required by the Wage Order No. 4 §§ 11 - 12 and Labor Code § 226.7; failing to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 4 § 3; failing to pay all wages due to discharged employees in violation of Labor Code §§ 201-203; failing to furnish

accurate itemized wage statements to employees in violation of Labor Code § 226 and Wage Order No. 4 § 7; and failing to maintain required records pursuant to Labor Code § 1174 violates California's Labor Code and applicable IWC Wage Orders and California Code of Regulations.

136. Plaintiff and similarly situated aggrieved employees have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

137. Defendants have also failed to properly calculate the wages of employees, which resulted in unpaid wages. Under principles of equity, the remedies at law would be inadequate to what restitution may provide.

138. Business & Professions Code § 17208 provides that "any action to enforce any cause of action under this chapter shall be commenced within four years after the cause of action accrued." Therefore, any unpaid wage action under a UCL claim would extend the statute of limitations for unpaid wages from three years, to a four-year statute of limitations, thereby providing a remedy that is not available under the law.

139. Pursuant to Business & Professions Code § 17203 Plaintiff and similarly aggrieved employees are entitled to restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest which Defendants failed to pay them but withheld and retained for themselves. Restitution of the money owed to Plaintiff and similarly situated Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

140. Pursuant to California Business and Professions Code §§ 17200, et seq., Plaintiff and similarly aggrieved employees are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this complaint; an award of attorneys' fees, interest; and an award of costs.

## **SIXTEENTH CAUSE OF ACTION**

### **Civil Penalties Pursuant to the Private Attorneys General Act**

#### **(Against All Defendants)**

141. Plaintiff restates and incorporates by reference each and every allegation of the

1 foregoing paragraphs as though fully set forth herein.

2 142. Pursuant to Labor Code § 2699.3, Plaintiff provided notice to the Labor and  
3 Workforce Development Agency (“LWDA”) and written notice by U.S. certified mail to Defendants  
4 of the specific provisions of the Labor Code alleged to have been violated and the facts and theories  
5 to support the alleged violations. These notices were sent on August 5, 2022. The LWDA did not  
6 respond to the notice within sixty-five calendar days. Thus, under Labor Code § 2699.3(a)(2)(C),  
7 Plaintiff is permitted to commence a civil action pursuant to Labor Code § 2699.

8 143. Defendants’ conduct as set forth herein has caused injury to Plaintiff and similarly  
9 aggrieved employees and has violated various provisions of the Labor Code. As such, Darcy brings  
10 this claim as a representative action on behalf of herself and similarly aggrieved employees.

11 144. Under Labor Code § 2699(f), “[f]or all provisions of this code except those for which  
12 a civil penalty is specifically provided, there is established a civil penalty for a violation of these  
13 provisions, as follows: . . . If, at the time of the alleged violation, the person employs one or more  
14 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay  
15 period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay  
16 period for each subsequent violation.”

17 145. As alleged herein, Darcy and similarly aggrieved employees seek, and Defendants  
18 are liable for, penalties for the violations of Labor Code, including the following:

- 19 a. Violation of Labor Code §§ 510 and 1194 for failure to pay overtime wages to  
20 Plaintiff and similarly aggrieved employees;
- 21 b. Violation of Labor Code §§ 201 and 203 for failure to pay all wages owed at  
22 termination to Plaintiff and similarly aggrieved employees;
- 23 c. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal breaks to  
24 Plaintiff and similarly aggrieved employees;
- 25 d. Violation of Labor Code § 226.7 for failure to provide rest periods to Plaintiff and  
26 similarly aggrieved employees;
- 27 e. Violation of Labor Code § 226 for failure to provide accurate, itemized wage  
28 statements to Plaintiff and similarly aggrieved employees

1 f. Violation of Labor Code § 1174 for failure to maintain records for Plaintiff and  
2 similarly aggrieved employees

3 146. Plaintiff and similarly aggrieved employees are also entitled to seek all reasonable  
4 attorneys' fees and costs of suit pursuant to Labor Code § 2699(g).  
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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment against the Defendants, and each of them, as  
3 follows:

- 4 A. For general damages in the amount no less than \$2,000,000.00;  
5 B. For special damages in an amount no less than \$5,000,000.00;  
6 C. Back pay to each Plaintiff, at her last rate of pay, from the date of termination until  
7 judgment, together with interest;  
8 D. Payment of all benefits to which each Plaintiff would have been entitled to at the time  
9 of her termination, from the date of termination until judgment, together with interest;  
10 E. Front pay of wages and benefits to which each Plaintiff would have been entitled,  
11 calculated from the date of Judgment to the date upon which each Plaintiff could  
12 reasonably be expected to obtain equivalent employment;  
13 F. Damages for emotional distress caused by Plaintiff' demotion and termination and other  
14 actions of Defendants, according to proof;  
15 G. Damages for emotional distress, other compensatory damages, and punitive damages,  
16 according to proof, to the extent allowed by 42 U.S.C. § 1981a(b)(3);  
17 H. Punitive damages on each cause of action where awardable, according to proof;  
18 I. For attorney fees and costs of suit on each cause of action where awardable; and  
19 J. Such other relief which the Court may deem just.  
20

21 Dated: November 1, 2022

**JAFARI LAW GROUP, INC.**



23 David V. Jafari  
24 Saul Acherman  
25 Attorneys for Plaintiff *Ruining Nungaray*  
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Dated: November 1, 2022

DE J

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COMPLAINT

**VERIFICATION**

I, RUINING NUNGARAY, am a party to this action. I am authorized to make this verification for and on behalf of myself and make this verification for this reason. I have examined the foregoing Complaint and know its contents. The matters stated in the foregoing Complaint are true to my own knowledge, except as to the matters which are therein stated on information or belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Irvine, California on October 20<sup>th</sup>, 2022

  
\_\_\_\_\_  
RUINING NUNGARAY