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BRIDGETTE CANDRA PEARSON

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County of Alameda
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

BRIDGETTE CANDRA PEARSON, an
individual,

Plaintiff,

vs.

WOODMONT REAL ESTATE
SERVICES, L.P., a California limited
partnership; STEPHEN RIVERA, an
individual; MARCUS JACKSON, an
individual; SIMONE ROBINSON, an
individual; AMY DESMET, an individual;
SCOTT MACARTHUR, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25CV122149

COMPLAINT FOR:

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

- §12940(n);
9. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY IN VIOLATION OF GOVT. CODE §12940 *et seq.*;**
10. **FAILURE TO PAY PREMIUM DOUBLE TIME WAGES DUE (Cal. *Labor Code* §§ 510, 558, 1194, 1198; IWC Wage Order No. 5);**
11. **FAILURE TO PAY MINIMUM WAGE AND PAY FOR ALL WAGES EARNED (Cal. *Labor Code* §§ 204, 1194 and 1197; IWC Wage Order No. 5);**
12. **FAILURE TO PAY FOR MEAL PERIODS NOT PROVIDED (Cal. *Labor Code* §§ 226.7, 512;) IWC Wage Order No. 5;**
13. **FAILURE TO PROVIDE REST PERIODS (Cal. *Labor Code* §226.7);**
14. **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS (Cal. *Labor Code* §226; IWC Wage Order No. 5);**
15. **FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. *Labor Code* §§201-203);**
16. **FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. *Labor Code* §2802);**
17. **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. *Labor Code* §1198.5); and**
18. **UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 *et seq.*)**

DEMAND FOR A JURY TRIAL

Bridgette Candra Pearson (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under California Government Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes. This

1 Court also has jurisdiction over this Complaint under *Code of Civil Procedure* §410.10 and
2 *Business & Professions Code* §§ 17200 *et seq.*

3 2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
4 395.5, because the claims made, and the *Government Code* and wage and hour violations as
5 against the persons identified herein, occurred in Alameda County and because Defendant
6 Woodmont Real Estate Services, L.P. (“WRES”) owned and operated their business in
7 Alameda County.

8 **II. PARTIES**

9 3. At all times relevant hereto, Plaintiff Bridgette Candra Pearson (“Plaintiff”) was
10 an individual over age 18 and a resident of Alameda County, California.

11 4. Plaintiff is informed and believes and thereon alleges that at all times material
12 hereto, Defendant WRES, has been, and is a California limited partnership, with a principal
13 place of business at 1050 Ralston Avenue, Belmont, CA 94002. At all times material hereto,
14 WRES has been, and is, a real estate management company. Plaintiff is informed and believes
15 and thereon alleges that at all times material hereto WRES has been authorized to do business
16 and has been doing business in the State of California.

17 5. Plaintiff is informed and believes and thereon alleges that Defendant Stephen
18 Rivera (“Stephen”) is an individual, who at all times relevant herein, was a resident of Alameda
19 County. Stephen was an employee of WRES who worked as a leasing agent.

20 6. Plaintiff is informed and believes and thereon alleges that Defendant Marcus
21 Jackson (“Marcus”) is an individual, who at all times relevant herein, was a resident of
22 Alameda County. Marcus is an employee of WRES who works as a property manager.

23 7. Plaintiff is informed and believes and thereon alleges that Defendant Simone
24 Robinson (“Simone”) is an individual, who at all times relevant herein, was a resident of
25 Alameda County. Simone is an employee of WRES and she works in the Human Resources
26 Department (“HR”).

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1 8. Plaintiff is informed and believes and thereon alleges that Defendant Amy
2 Desmet (“Amy”) is an individual, who at all times relevant herein, was a resident of Alameda
3 County. Amy is an employee of WRES who works as a Regional Manager.

4 9. Plaintiff is informed and believes and thereon alleges that Defendant Scott
5 Macarthur (“Scott”) (collectively with WRES, Stephen, Simone, Marcus and Amy
6 “Defendants”) is an individual, who at all times relevant herein, was a resident of Alameda
7 County. Scott is an employee of WRES who works as a Regional Manager.

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

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

26 12. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
27 through 100 are, and at all times relevant hereto were, persons, corporations or other business
28 entities organized and existing under and by virtue of the laws of the State of California, and

1 are/were qualified to transact and conduct business in the State of California, and did transact
2 and conduct business in the State of California, and are thus subject to the jurisdiction of the
3 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
4 employ persons, conduct business and engage in sexual harassment, disability discrimination
5 and wage and hour violations in the County of Alameda.

6 13. An employer or other person acting on behalf of an employer, who violates, or
7 causes to be violated, a provision regulating minimum wages or hours and days of work in an
8 order of the Industrial Welfare Commission may be held liable as the employer for that
9 violation. (Lab. Code § 558.1(a).) The term “other person acting on behalf of an employer” is
10 limited to a natural person who is an owner, director, officer, or managing agent of the
11 employer, and the term “managing agent” has the same meaning as in C.C.P. § 3294(b). (Lab.
12 Code. § 558.1(b).)

13 14. Plaintiff is further informed and believes, and thereon alleges, that each of the
14 fictitiously named Defendants aided and assisted the named Defendants in committing the
15 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
16 Defendant.

17 **III. PAGA NOTICE**

18 15. Pursuant to the California Labor Code, on or about May 8, 2025, Plaintiff filed a
19 notice with Labor and Workforce Development Agency (LWDA) of her intent to pursue claims
20 against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff further
21 reserves the right to amend this Complaint once she completes and complies with the
22 provisions under the law.

23 **IV. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
24 **ACTION**

25 **Employment Information**

26 19. From on or about July 8, 2024 through April 22, 2025, WRES employed
27 Plaintiff as a Property Manager. Plaintiff was paid \$37.00 per hour. Plaintiff worked 5 or more
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1 hours per day, 5 or more days per week. She was employed at WRES until April 22, 2025,
2 when Plaintiff was wrongfully terminated.

3 **Sexual Harassment, Disability Discrimination and Wrongful Termination**

4 20. Plaintiff was denied a work environment free of sexual harassment, disability
5 discrimination and was targeted for wrongful termination on or about April 22, 2025.

6 21. During Plaintiff's employment at WRES she was the victim of harassment and
7 discrimination.

8 22. In or about August 2024, Plaintiff was attacked by a resident at the San Leandro
9 Raquet Club Apartments (the "Property") where she worked and lived.

10 23. In September 2024, Plaintiff was sexually harassed by Stephen when he exposed
11 his penis and testicles to Plaintiff.

12 24. In October 2024, Plaintiff was again sexually harassed by Stephen when he
13 exposed his penis and testicles to Plaintiff.

14 25. Plaintiff reported the sexual harassment to Simone in HR and to Amy.
15 Thereafter, Plaintiff was written up for her "inability to control the staff." Nothing was done to
16 rectify the sexual harassment.

17 26. During her employment at WRES, Plaintiff was subject to a hostile work
18 environment due to the acts of Amy. On numerous occasions, Amy humiliated and belittled
19 Plaintiff in front of other employees. Further, Amy retaliated against Plaintiff due to
20 Plaintiff's complaints and began piling a great deal of work on her.

21 27. On or about December 18, 2024, as a result of the acts of Amy, Plaintiff passed
22 out. At the time, Plaintiff's heart rate was between 138-140. Plaintiff was taken to the hospital.
23 Thereafter, Amy told HR, that she thought Plaintiff was "faking it."

24 28. Plaintiff reported Amy to HR on several occasions. However, HR disclosed
25 Plaintiff's complaints to Amy, causing Amy to corner and threaten Plaintiff in her office, close
26 the office door and state: "You don't feel safe with me anymore and don't want to work with
27 me anymore, but what if I don't change."
28

1 29. In or about January 2025, Plaintiff was sexually harassed by Marcus. Marcus
2 cornered Plaintiff in her office and tried to hug and kiss her. Plaintiff told to him not do that.
3 Thereafter, Plaintiff texted Marcus and told him he needed to stop making advances since it
4 was making her feel uncomfortable.

5 30. Marcus reported Plaintiff due to her purported sexual harassment.

6 31. Plaintiff provided texts, witnesses and other information to show that Marcus
7 was the aggressor and not her, but WRES refused to believe Plaintiff.

8 32. Plaintiff told WRES that she identifies as hetero-romantic asexual and therefore
9 she could not have possibly been the aggressor.

10 33. Plaintiff was placed on 2-week suspension without pay while an investigation
11 was conducted.

12 34. Ultimately, after the conclusion of the investigation, Plaintiff was written up
13 because she should be “held to a higher standard and should have known better.” WRES
14 continued to insist that Plaintiff had a sexual relationship with Marcus.

15 35. Further, Plaintiff witnessed numerous crimes occur at the Property including
16 stabbings, robberies and shooting. Indeed, the police regularly visited the Property and
17 requested WRES to have more security in place. Instead, WRES reduced security at the
18 Property. There were no cameras at the Property and break-ins occurred between 1 to 2 times
19 per week. Additionally, Plaintiff was threatened with bodily harm by residents if they did not
20 get what they wanted, yet WRES failed to rectify the situation.

21 36. As a result of the above wrongful acts of Defendants, Plaintiff is presently in
22 trauma therapy programs, is suffering from heart palpitations, attends therapy, has had to
23 increase her medications, is experiencing gastrointestinal ailments, among other physical
24 symptoms. As such, this condition constitutes a physical disability, as that term is defined in
25 Government Code § 12926(l)(1)(A), (B).

26 37. In or about February 2025, Plaintiff opened a workers compensation case due to
27 the stress she was experiencing.

28

1 38. On or about February 5, 2025, Plaintiff's therapist sent a letter to Scott
2 requesting certain accommodations as follows: modified work schedule, working from home
3 and away from loud noises. Scott denied Plaintiff's request for accommodations.

4 39. On or about April 21, 2025, Plaintiff's physician placed her on temporary
5 disability for 3 months due to her exposure to workplace trauma. Plaintiff's physician's letter
6 was dated April 21, 2025, and stated that she could return to work on July 21, 2025.

7 40. After WRES received Plaintiff's physician's letter, on or about April 22, 2025,
8 WRES wrongfully terminated Plaintiff. Plaintiff was told to vacate the Property within 5 days.

9 41. On or about April 22, 2025, Plaintiff was terminated because of her disability
10 and her complaints relating thereto as well as her complaints of sexual harassment.

11 42. As a result of the harassment, Plaintiff suffered emotional distress.

12 43. WRES's wrongful termination of Plaintiff was wrongfully motivated by sexual
13 harassment, her physical disability and her complaints relating thereto.

14 44. At all times material hereto, WRES regularly employed five or more persons
15 and therefore are employers, as that term is defined in *Government Code* § 12926(d).

16 45. On May 8, 2025, Plaintiff filed an administrative complaint with the California
17 Civil Rights Department ("CCRD") alleging sexual harassment by WRES, Stephen, Marcus,
18 Simone, Amy and Scott. On May 8, 2025, the CCRD issued to Plaintiff a Right to Sue Notice
19 as to WRES, Stephen, Marcus, Simone, Amy and Scott.

20 **Wage and Hour Violations**

21 46. Plaintiff's employment with WRES is governed by Industrial Welfare
22 Commission Wage Order No. 5, which covers those persons employed in the public
23 housekeeping industry.

24 47. Plaintiff at times worked 12 or more hours per day and did not receive double
25 time.

26 48. Plaintiff did not receive minimum wages.

27 49. Plaintiff's meal breaks were routinely interrupted and/or afforded late.

28 50. Additionally, Plaintiff did not receive any rest breaks.

51. As a result of WRES's failure to afford Plaintiff double time, minimum wages, meal/rest breaks, the wage statements issued to her did not comply with Labor Code § 226 and California Industrial Welfare Commission ("IWC") Wage Order No. 5 in that they did not accurately reflect all wages earned and due and owing.

52. As a further result of WRES's failure to pay double time, minimum wages and to afford meal/rest breaks to Plaintiff, when Plaintiff left their employ, she was not timely paid all wages due her, as required by Labor Code §§ 201, 202 and Wage Order No. 5.

53. WRES failed to reimburse Plaintiff for her necessary business expenses.

54. WRES failed to provide Plaintiff with her requested employment records.

FIRST CAUSE OF ACTION

**(Sexual Harassment in violation of Government Code § 12940(j)– By Plaintiff Against
Defendants WRES, Stephen, Marcus, Simone, Amy and Does 1 through 100**

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

56. In perpetrating the above-described actions, WRES and their employees, engaged in a pattern and practice of unlawful sexual harassment in violation of FEHA, *Government Code* § 12940(j).

57. WRES and/or their employees sexually harassed Plaintiff. The harassment was sufficiently pervasive and severe as to alter the conditions of employment and create a hostile work environment.

58. As a proximate result of this sexual harassment in violation of public policy, Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe emotional distress, worry, fear, and special damages (including lost wages) all to her special and general damage, in an amount within the jurisdiction of this Court.

59. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an award of attorneys' fees in this action.

60. All actions of Defendants Stephen, Marcus, Simone, Amy were known, ratified and approved by the officers or managing agents of Defendant WRES. Therefore, Plaintiff is

1 entitled to punitive or exemplary damages against Defendants WRES, Stephen, Marcus,
2 Simone, Amy in an amount to be determined at the time of trial.

3 **SECOND CAUSE OF ACTION**

4 **(Discrimination Based on Physical Disability in Violation of Government Code §§12940(a)**
5 **- By Plaintiff Against Defendant WRES and Does 1 through 100)**

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

8 62. Under the California Fair Employment and Housing Act ("FEHA"),
9 Government Code § 12940(a), an employer cannot discriminate against an employee, because
10 of a physical disability.

11 63. Plaintiff suffered from the physical limitation as set forth above and was
12 therefore a member of the class of persons protected from disability discrimination under
13 California Government Code § 12940(a).

14 64. Upon learning about Plaintiff's disability, and not wanting a disabled employee,
15 on or about April 22, 2025, WRES terminated Plaintiff's employment in violation of
16 California Government Code § 12940.

17 65. By terminating Plaintiff because of her physical disability, WRES violated
18 Government Code § 12940(a).

19 66. As a direct and proximate result of WRES's conduct, individually and
20 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
21 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost and
22 will continue to lose employment benefits in an amount within the jurisdiction of this Court.

23 67. As a direct and proximate result of 's actions, Plaintiff has suffered severe and
24 serious injury to her person, all to her damage in an amount within the jurisdiction of this
25 Court, according to proof.

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

6 69. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an
7 award of attorneys' fees in this action.
8

9 **THIRD CAUSE OF ACTION**

10 **(Harassment in Violation of Government Code § 12940(j) - By Plaintiff Against all**
11 **Defendants and Does 1 through 100)**

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

14 71. The FEHA explicitly prohibits any employer or any other person from harassing
15 an employee because of race, religious creed, color, national origin, ancestry, physical
16 disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.
17 *Gov. Code § 12940(j).*

18 72. WRES was at all times material herein Plaintiff's employer pursuant to
19 Government Code §§ 12940(d) and 12940(j)(4) and was therefore barred from harassing their
20 employees in violation of Government Code § 12940(j).

21 73. Defendants' harassment, as set forth above, created an abusive working
22 environment in violation of Government Code § 12940(j). WRES and/or their employees
23 harassed Plaintiff and/or failed to take immediate and appropriate corrective action. The
24 harassment was sufficiently pervasive and severe as to alter the conditions of employment and
25 to create a hostile or abusive work environment.

26 74. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
27 emotional distress and physical symptoms, pain and suffering, has lost income and related
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1 benefits, past and future, and medical expenses, in an amount within the jurisdiction of this
2 Court.

3 75. Pursuant to California Government Code § 12965(c)(6), Plaintiff requests an
4 award of attorneys' fees in this action.

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

9 **FOURTH CAUSE OF ACTION**

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

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

14 78. The offensive conduct to which Plaintiff was subjected constitutes a hostile
15 work environment in violation to FEHA, California Government Code § 12940 et seq. During
16 her employment, WRES violated FEHA, California Government Code § 12940 (j), by allowing
17 sexual harassment by their employees.

18 79. WRES's harassment was hostile, abusive, continuous and pervasive to create a
19 hostile work environment for the Plaintiff.

20 80. WRES's harassment was unwelcome, humiliating, offensive and adversely
21 affected the terms of Plaintiff's employment.

22 81. Plaintiff was subjectively offended by WRES's conduct and any reasonable
23 person in Plaintiff's position would perceive WRES's conduct as being offensive, hostile and
24 abusive.

25 82. As a direct result of WRES's failure to take all reasonable steps necessary to
26 prevent sexual harassment, Plaintiff has suffered and will continue to suffer pain and suffering,
27 extreme and severe mental anguish and emotional distress, loss of earnings and earning
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1 capacity. Plaintiff is hereby entitled to general and compensatory damages in an amount within
2 the jurisdiction of this Court.

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

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

10 85. Pursuant to California Government Code § 12965(c)(6), Plaintiff requests an
11 award of attorneys' fees in this action.

12 **FIFTH CAUSE OF ACTION**

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

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

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

21 88. Because Plaintiff complained about sexual harassment, and because of her
22 physical disability, she was wrongfully terminated by WRES.

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

26 90. Plaintiff's complaints concerning sexual harassment and requests for
27 accommodation due to her disability were the reasons WRES retaliated against her.

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

92. WRES's conduct was the proximate cause of the Plaintiff's damages.

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

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

95. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an award of attorneys' fees in this action.

SIXTH CAUSE OF ACTION

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

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

97. Plaintiff alleges that WRES violated Government Code §12940(k) by failing to take all reasonable steps to prevent sexual harassment and disability discrimination from occurring.

98. WRES's conduct in subjecting Plaintiff to sexual harassment and disability discrimination constituted breach of their duty under FEHA, including the duty to take immediate and appropriate corrective action and to take all reasonable steps to prevent the sexual harassment and retaliation from occurring pursuant to California Government Code § 12940(k).

99. WRES knew or reasonably should have known of WRES's employees' propensity for engaging in unlawful, harassing and discriminatory conduct in the workplace,

1 and WRES should have restrained WRES's employees from engaging in unlawful, harassing
2 and discriminatory conduct towards Plaintiff. WRES failed to take all reasonable steps
3 necessary to prevent the retaliation and harassment from occurring.

4 100. Plaintiff is informed and believes and thereupon alleges that WRES failed to
5 provide adequate training to their employees to prevent sexual harassment and discrimination
6 from occurring.

7 101. WRES's conduct was the proximate cause of Plaintiff's damages.

8 102. As a direct result of WRES's failure to take all reasonable steps necessary to
9 prevent sexual harassment and disability discrimination, Plaintiff has suffered and will continue
10 to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of
11 earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory damages
12 in an amount within the jurisdiction of this Court .

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

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

20 105. Pursuant to California Government Code § 12965(c)(6), Plaintiff requests an
21 award of attorneys' fees in this action.

22 **SEVENTH CAUSE OF ACTION**

23 **(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt. Code** 24 **§§12940 (m) – By Plaintiff Against Defendant WRES and Does 1 through 100)**

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

27 107. As alleged herein, Plaintiff requested that WRES make a reasonable
28 accommodation for her physical disability so that she would be able to perform the essential

1 job requirements. WRES refused said accommodation and refused to discuss any other
2 potential reasonable accommodation it might afford to Plaintiff, wrongfully terminating
3 Plaintiff instead on or about April 22, 2025.

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

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

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

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

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

20 113. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an
21 award of attorneys' fees in this action.

22 **EIGHTH CAUSE OF ACTION**

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

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

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

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

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

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

10 118. WRES breached their statutory duty under FEHA to engage in a timely good
11 faith interactive process to determine a reasonable accommodation for Plaintiff's physical
12 disability. Plaintiff further alleges: (1) that WRES was the Plaintiff's employer; (2) that Plaintiff
13 was an employee of WRES; (3) that Plaintiff had a disability that required reasonable
14 accommodation and which disability was known to WRES; (4) that Plaintiff requested that
15 WRES make reasonable accommodation for her disability and/or physical condition so that she
16 would be able to perform the essential functions of her job requirements; (5) that Plaintiff was
17 willing to participate in the interactive process to determine whether reasonable
18 accommodation could be made so that she would be able to perform the essential job
19 requirements; (6) that WRES failed to participate in a timely good faith interactive process with
20 Plaintiff to determine whether reasonable accommodation could be made; (7) that Plaintiff was
21 harmed financially; and (8) that WRES's failure to engage in a good faith interactive process
22 was a substantial factor in causing Plaintiff's damage and harm. Instead of engaging in a good
23 faith interactive process, WRES, wrongfully terminated Plaintiff on or about April 22, 2025.

24 119. The above acts of WRES constitute violations of FEHA, and were a proximate
25 cause of Plaintiff's damages as stated below.

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

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

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

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

8 **NINTH CAUSE OF ACTION**

9 **(Wrongful Termination in Violation of Govt. Code §§ 12940 et seq. – By Plaintiff Against**
10 **Defendant WRES Does 1 through 100)**

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

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

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

21 126. WRES, acting through its owner, employees and supervisors, intentionally
22 created and knowingly permitted the sexual harassment and disability discrimination.

23 127. WRES wrongfully terminated Plaintiff in violation of important and well-
24 established public policies, including, but not limited to, policies against sexual harassment
25 and disability discrimination.

26 128. WRES's wrongful conduct proximately caused Plaintiff to suffer general
27 damages, special and statutory damages, in an amount within the jurisdiction of this Court.

28

1 129. As a further proximate result of the unlawful acts of WRES as alleged above,
2 Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and emotional
3 and physical distress that a reasonable person would suffer upon losing her job. As a result of
4 such actions and consequent harm, Plaintiff has suffered such damages in an amount
5 according to proof.

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

9 131. Plaintiff believes and thereon alleges that engaging in a protected activity,
10 including, but not limited to, complaining about harassment and disability discrimination were
11 factors in WRES's conduct as alleged hereinabove.

12 132. As a result of WRES's conduct, Plaintiff is entitled to recover punitive damages
13 in amount according to proof at trial.

14 133. Pursuant to California Government Code § 12965(c)(6), Plaintiff requests an
15 award of attorneys' fees in this action.

16 **TENTH CAUSE OF ACTION**

17 **(Failure to Pay Premium Double Time Wages Due in Violation of Cal. Labor Code §§**
18 **510, 558, 1194, 1198; Wage Order No. 5 – By Plaintiff Against Defendant WRES and**
19 **Does 1 through 100)**

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

22 135. During Plaintiff's entire employment with WRES, pursuant to Cal. Lab. Code
23 §§ 200, 510, 1194, and 1198, and IWC Wage Order No. 5, WRES was required to compensate
24 Plaintiff with premium pay for all double time performed, for hours worked in excess of twelve
25 hours per workday.

26 136. At all times relevant herein, Cal. Lab. Code § 1194(a) provided that an
27 employee who had not been paid double time compensation could recover the unpaid balance
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1 of the full amount of double time wages due, including interest thereon, together with
2 reasonable attorneys' fees and costs of suit.

3 137. California Labor Code section 510, subdivision (a), states in relevant part:

4 Any work in excess of 12 hours in one day shall be compensated at the
5 rate of no less than twice the regular rate of pay for an employee. In
6 addition, any work in excess of eight hours on any seventh day of a
7 workweek shall be compensated at the rate of no less than twice the
8 regular rate of pay of an employee.

9 138. Further, California Labor Code section 1198 provides as follows:

10 The maximum hours of work and the standard conditions of labor fixed
11 by the commission shall be the maximum hours of work and the standard
12 conditions of labor for employees. The employment of any employee for
13 longer hours than those fixed by the order or under conditions of labor
14 prohibited by the order is unlawful.

15 139. Pursuant to IWC Wage Order No. 5-2001, § 3, "Employment beyond twelve
16 (12) hours in any workday is permissible provided the employee is compensated for such
17 double time at not less than: ... (b) Double the employee's regular rate of pay for all hours
18 worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8)
19 hours on the seventh (7th) consecutive day of work in a workweek."

20 140. California Labor Code section 558 provides in pertinent part:

21 (a) Any employer or other person acting on behalf of an employer who
22 violates, or causes to be violated, a section of this chapter or any
23 provision regulating hours and days of work in any order of the
24 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

25 (1) For any initial violation, fifty dollars (\$50) for each underpaid
26 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

27 (2) For each subsequent violation, one hundred dollars (\$100) for each
28 underpaid employee for each pay period for which the employee was

underpaid in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee...

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

141. At times Plaintiff worked more than 12 hours in a day, but was not paid double time. Instead, she was paid time and one half.

142. Throughout Plaintiff's employment, WRES failed and refused to pay and properly calculate double time compensation to Plaintiff as required by law.

143. The foregoing double time compensation is owed and unpaid. As a direct and proximate result of WRES's failure and refusal to pay double time compensation, Plaintiff suffered damages in the amount of \$195,360.00

144. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to double time pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

ELEVENTH CAUSE OF ACTION

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

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

146. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage." IWC Wage Order 5-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer's

1 failure to pay for any particular hour of time worked by an employee is unlawful, even if
2 averaging an employee's total pay over all hours worked, paid or not, results in an average
3 hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324
4 (2005).

5 147. Here, Plaintiff was not paid minimum wages that were due to her since WRES
6 failed to provide any rest breaks and did not provide compliant meal breaks.

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

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

19 150. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
20 of compensation due and owing to her as a direct result of Defendant WRES's unlawful acts
21 and Labor Code violations in the amount of at least \$195,360, to be shown according to proof
22 at trial.

23 151. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
24 wages against employers and those individuals acting in their behalf. Plaintiff requests that this
25 Court assess said penalty against Defendant WRES, in an amount to be proven at trial.

26 152. Therefore, pursuant to Labor Code §§ 200, 203, 218.5, 226, 558, 1194 and
27 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages WRES owes
28

1 her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in an amount according
2 to proof.

3 153. Under *Labor Code* § 1194.2, Plaintiff is entitled to recover as liquidated
4 damages, amounts equal to the wages unlawfully unpaid and interest thereon.

5 **TWELFTH CAUSE OF ACTION**

6 **(For Failure to Provide Meal Breaks in violation of Cal. Labor Code § 226.7– By Plaintiff**
7 **Against Defendant WRES and Does 1 through 100)**

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

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

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

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

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

26 159. Section 512(a) of the California Labor Code provides, in relevant part, that:
27 An employer may not employ an employee for a work period of more than five
28 hours per day without providing the employee with a meal period of not less

1 than 30-minutes, except that if the total work period per day of the employee is
2 no more than six hours, the meal period may be waived by mutual consent of
3 both the employer and employee. An employer may not employ an employee for
4 a work period of more than 10 hours per day without providing the employee
5 with a second meal period of not less than 30-minutes, except that if the total
6 hours worked is no more than 12 hours, the second meal period may be waived
7 by mutual consent of the employer and the employee only if the first meal
8 period was not waived.

9 160. The Labor Code and Wage Order provisions cited above require California
10 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
11 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
12 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
13 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
14 the fifth hour of their shifts.

15 161. WRES violated Labor Code § 512 and IWC Wage Order No. 5 by routinely
16 failing to provide Plaintiff uninterrupted meal breaks. Plaintiff was required to respond to
17 emails and answer calls during her meal breaks. Further, Plaintiff's meal breaks were afforded
18 late, after the fifth hour of work.

19 162. WRES further violated IWC Wage Order No. 5 and Labor Code § 226.7 by
20 failing to pay one hour of compensation to Plaintiff at her individual and regular rate of pay for
21 each work day that the meal period was not provided, in the amount of \$195,360.00. This
22 amount remains owed and unpaid.

23 163. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
24 recover wages due based on the deprivation of compliant meal periods under Cal. Labor Code
25 § 226.7(b).

26 164. As a direct and proximate result of WRES's unlawful conduct as alleged
27 herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages
28 and lost interest, in an amount to be established at trial, and is entitled to recover economic and

1 statutory damages, attorneys' fees and penalties and other appropriate relief due to WRES's
2 violations of the California Labor Code and IWC Wage Order No. 5.

3 **THIRTEENTH CAUSE OF ACTION**

4 **(For Failure to Provide Rest Breaks in violation of Cal. Labor Code §226.7– By Plaintiff**
5 **Against Defendant WRES and Does 1 through 100)**

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

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

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

15 168. WRES has intentionally and improperly denied rest periods to Plaintiff in
16 violation of Labor Code § 226.7 and the IWC Wage Order No. 5.

17 169. At all times, WRES failed to afford Plaintiff any rest breaks.

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

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

21 172. By virtue of WRES's unlawful failure to provide rest periods to the Plaintiff,
22 Plaintiff has suffered, and will continue to suffer, damages in the amount of \$195,360.00

23 **FOURTEENTH CAUSE OF ACTION**

24 **(Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226 - By**
25 **Plaintiff Against Defendant WRES and Does 1 through 100)**

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

174. At all times relevant hereto, WRES failed to issue payrolls statements to Plaintiff which complied with *Labor Code* § 226 in that the statements issued to Plaintiff did not properly and accurately pay her premium pay for double time, minimum wages and for meal/rest breaks not afforded.

175. WRES knowingly and intentionally failed to comply with *Labor Code* § 226(a), causing damage to Plaintiff. These damages, including but not limited to, costs expended calculating the actual hours worked and the amount of employment taxes which were not properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the violations occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to *Labor Code* § 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

176. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).

FIFTEENTH CAUSE OF ACTION

**(Failure to Pay Wages on Termination and/or Resignation in violation of Labor Code §§
201-203 By Plaintiff Against Defendant WRES and Does 1 through 100)**

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

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

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

180. Plaintiff was wrongfully terminated from WRES's employ and WRES willfully failed to pay double time, minimum wages, to afford meal/rest breaks to Plaintiff and did not pay her premium pay for meal/rest breaks not afforded.

181. WRES wrongfully terminated Plaintiff on April 22, 2025, yet failed to pay her wages due to her.

182. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day she was not timely paid, not to exceed 30 days' wages, interest, and attorneys' fees and costs in the amount of \$195,360.00.

SIXTEENTH CAUSE OF ACTION

**(Reimbursement of Business Expenses in violation of Cal. Labor Code § 2802 By Plaintiff
Against Defendant WRES and Does 1 through 100)**

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

184. Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of her duties.

185. At all times relevant herein, WRES was aware that Plaintiff was using her personal vehicle, cell phone and purchased a laptop for business, but failed to indemnify Plaintiff for all her business-related expenses, including wear and tear expenses, in accordance with Labor Code § 2802.

186. Plaintiff was required to have her personal cell phone with her at all times and to use it as a means of communication for work. Plaintiff was required to use her vehicle to pick up supplies, drive to the corporate office and run errands for work-related purposes.

187. As a result of WRES's conduct, Plaintiff suffered damages in an amount, subject to proof, to the extent she was not reimbursed for all of her business-related expenses incurred in the discharge of her duties.

188. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover the full amount of her unreimbursed business expenses, reasonable attorneys' fees and costs of suit, in the amount of \$195,360.00.

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1 **SEVENTEENTH CAUSE OF ACTION**

2 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

3 **(Violation of Cal. Labor Code §1198.5 By Plaintiff Against Defendant WRES and Does 1**
4 **through 100)**

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

7 190. California Labor Code Section 1198.5 provides:

8 (a) Every current and former employee, or his or her representative, has the right
9 to inspect and receive a copy of the personnel records that the employer
10 maintains relating to the employee's performance or to any grievance concerning
11 the employee.

12 (b) The employer shall make the contents of those personnel records available
13 for inspection to the current or former employee, or his or her representative, at
14 reasonable intervals and at reasonable times, but not later than 30 calendar days
15 from the date the employer receives a written request, unless the current or
16 former employee, or his or her representative, and the employer agree in writing
17 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
18 date does not exceed 35 calendar days from the employer's receipt of the written
19 request to inspect the records. Upon a written request from a current or former
20 employee, or his or her representative, the employer shall also provide a copy of
21 the personnel records ... later than 30 calendar days from the date the employer
22 receives the request...

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

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

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

8 192. On or about May 8, 2025, Plaintiff's counsel issued a written request to WRES
9 for copies of her personnel records.

10 193. Under California Labor Code Sections 226, 432 and 1198.5, such records were
11 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
12 Plaintiff's counsel and WRES did not enter into an agreement to enlarge the time for WRES's
13 compliance, and WRES has failed and refused to permit Plaintiff copies of her records.

14 194. As a direct result and consequence of WRES's failure and refusal to permit
15 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
16 decree mandating WRES's compliance. Plaintiff has suffered and will suffer harm as a result of
17 WRES's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of
18 \$750 based upon WRES's violation of §1198.5.

19 **EIGHTEENTH CAUSE OF ACTION**

20 **UNFAIR COMPETITION**

21 **(Cal. Bus. & Prof. Code §17200 et. seq. –By Plaintiff Against Defendant WRES and Does**
22 **1 through 100)**

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

25 196. California Business & Professions Code § 17200 *et seq.* prohibits acts of unfair
26 competition, which shall mean and include any "unlawful and unfair business practices."

27 197. WRES's conduct as alleged herein has been and continues to be unfair,
28 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights

1 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
2 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
3 therefore has standing to bring this suit for restitution.

4 198. Paying double time, minimum wages, affording of meal/rest breaks, reimbursing
5 business expenses and providing employment records are fundamental public policies of the
6 State of California. It is also the public policy of this State to enforce minimum labor standards,
7 to ensure that employees are not required or permitted to work under substandard and unlawful
8 conditions, and to protect those employers who comply with the law from losing competitive
9 advantage to other employers who fail to comply with labor standards and requirements.

10 199. WRES failed to pay Plaintiff double time, minimum wages, afford Plaintiff
11 meal/rest breaks, reimburse business expenses and failed to provide her personnel records.

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

16 201. WRES regularly and routinely violated the following statutes and regulations
17 with respect to Plaintiff:
18

- 19 (a) *Labor Code* §§ 510, 558.1194, and 1198 and IWC Wage Order No. 5 as
20 amended (failure to pay double time);
- 21 (b) *Labor Code* § 1197 and IWC Wage Order No. 5 (failure to pay minimum
22 wages);
- 23 (c) *Lab. Code* § 226.7 (failure to afford meal breaks);
- 24 (d) *Lab. Code* § 226.7 (failure to afford rest breaks);
- 25 (e) *Labor Code* § 226 (failure to provide accurate wage statements to
26 employees at the time of payment of wages);
- 27 (f) *Labor Code* §§ 202 and 203 (failure to pay wages due at termination);
- 28 (g) *Labor Code* § 2802 (failure to reimburse business expenses); and

1 (h) *Labor Code* §1198.5 (failure to allow inspection of employment
2 records).

3 202. By engaging in these business practices, which are unfair business practices
4 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, WRES harmed Plaintiff and gained
5 an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
6 entitled to obtain restitution of these funds, in the amount of \$100,000.
7

8 **PRAYER FOR RELIEF**

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

11 1. For compensatory damages in the amount of unpaid double time due to Plaintiff,
12 in an amount of \$195,360.00;

13 2. For compensatory damages in the amount of unpaid minimum wages due to
14 Plaintiff, in an amount of \$195,360.00;

15 3. For compensatory damages for lost wages and employment benefits, in an
16 amount of \$195,360.00;

17 4. For general damages, in an amount according to proof;

18 5. For an award of consequential damages, in an amount according to proof;

19 6. For one hour of pay at the regular rate of compensation for Plaintiff for each
20 workday that a meal and/or rest period was not provided, in an amount according to proof;

21 7. For payment of unpaid wages in accordance with California labor and
22 employment law, in the amount of \$195,360.00;

23 8. For compensatory damages in the amount of Plaintiff's out of pocket cell phone,
24 vehicle and laptop expenses and/or reimbursement of monies incurred while performing
25 Defendant WRES's business-related duties plus interests, costs and attorneys' fees pursuant to
26 *Cal. Code Civ. Proc.* §2802(c), in an amount according to proof;

27 9. For mental and emotional distress damages, in an amount within the jurisdiction
28 of this Court, according to proof;

10. For past and future medical expenses, in an amount according to proof;

1 11. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* §
2 203, in an amount equal to her respective daily rates of pay at the time of termination or layoff,
3 multiplied by the total amount of days elapsed between the date of the involuntary termination,
4 and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, in
5 an amount according to proof;

6 12. For specific relief enforcing waiting time penalties of 30 days of per diem wages
7 pursuant to *Cal. Bus. & Prof. Code* § 17200 and *Cal. Lab. Code* § 203, according to proof;

8 13. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7, 226.8,
9 according to proof;

10 14. For reasonable costs, including attorneys' fees, in an amount according to proof
11 pursuant to *Government Code* § 12965(c)(6), *Cal. Lab. Code* §§ 218.5, 1194, 1198.5(1), 2802
12 and *Cal. Code Civ. Proc.* §1021.5;

13 15. For injunctive relief ordering the continuing unfair business acts and practices to
14 cease, as the Court deems just and proper;

15 16. For other injunctive relief ordering WRES to notify Plaintiff that she has not
16 been paid the proper amounts in accordance with California law;

17 17. For injunctive relief requiring WRES to comply with Labor Code 1198.5(b)(1);

18 18. For an award of liquidated damages pursuant to *Cal. Lab. Code* § 1194.2 in an
19 amount equal to the wages unlawfully unpaid according to proof, and interest thereon;

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

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

24 21. For costs of suit, generally and pursuant to Code of Civil Procedure §1021.5;
25 and

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

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DEMAND FOR JURY TRIAL

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

LIPELES LAW GROUP, APC

Date: May 8, 2025

By: Shana Villoria
Shana L. Villoria
Attorneys for Plaintiff
Bridgette Candra Pearson