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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 UNLIMITED JURISDICTION

12 DIVINA LUBSEN, on behalf of herself and
all other current and former non-exempt
13 employees, and the general public,

14 *Plaintiff,*

15 v.

16 SLO STAFFING LLC, a California Limited
Liability Company; RATCHARIN TASARIN,
17 an individual; SAM SAEPHAN, an individual;
and DOES 1 through 50, inclusive,

18 *Defendants.*
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Case No. **26STCV22063**

COMPLAINT

1. Sexual Harassment in Violation of Gov. Code § 12940 et seq.;
2. Retaliation in Violation of Gov. Code § 12940(h);
3. Failure to Prevent Discrimination and Harassment in Violation of Gov. Code § 12940(k);
4. Violation of Labor Code § 1102.5;
5. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
6. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
7. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
8. Failure to Indemnify (Lab. Code § 2802);
9. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
10. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
11. Wrongful Termination in Violation of Public Policy;
12. Intentional Infliction of Emotional Distress;
13. Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.);
14. Civil Penalties (Lab. Code § 2698, et seq.)

JURY TRIAL DEMANDED

1 Plaintiff DIVINA LUBSEN (“Plaintiff”), on behalf of herself and all other current and
2 former non-exempt employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this action against defendants SLO STAFFING, LLC, a California
5 Limited Liability Company; RATCHARIN TASARIN, an individual; SAM SAEPHAN, an
6 individual; and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for
7 alleged violations of the Labor Code. As set forth below, Plaintiff alleges that Defendants have

- 8 (1) sexually harassed Plaintiff;
- 9 (2) retaliated against Plaintiff for opposing Defendants’ violations of § 1102.5;
- 10 (3) failed to prevent discrimination and harassment;
- 11 (4) wrongfully terminated Plaintiff in violation of public policy;
- 12 (5) intentionally inflicted emotional distress on Plaintiff;
- 13 (6) failed to provide Plaintiff and all other similarly situated individuals with meal
14 periods;
- 15 (7) failed to provide them with rest periods;
- 16 (8) failed to pay them premium wages for missed meal and/or rest periods;
- 17 (9) failed to pay them premium wages for missed meal and/or rest periods at the regular
18 rate of pay;
- 19 (10) failed to pay them at least minimum wage for all hours worked;
- 20 (11) failed to reimburse them for all necessary business expenses;
- 21 (12) failed to provide them with accurate written wage statements; and
- 22 (13) failed to pay them all of their final wages following separation of employment.

23 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
24 restitution, civil and statutory penalties, and related relief on behalf of herself and all others
25 similarly situated, all other aggrieved employees, and the State of California.

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2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,

3. Venue is proper in COUNTY OF LOS ANGELES pursuant to Code of Civil

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4. Prior to the initiation of this lawsuit, Plaintiff filed a complaint against each named

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5. Plaintiff is and was, and at all relevant times mentioned herein, an individual

6. Plaintiff is informed and believes and thereupon alleges that Defendant SLO

7. Defendant A GOLDEN STATE is, and at all relevant times was, a business entity of

8. Plaintiff is informed and believes and thereupon alleges that Defendant RATCHARIN TASARIN is, and at all relevant times mentioned herein remains, an individual residing in the State of California.

9. Plaintiff is informed and believes and thereupon alleges that Defendant SAM SAEPHAN is, and at all relevant times mentioned herein remains, an individual residing in the State of California.

10. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

FACTUAL BACKGROUND

12. Plaintiff was hired by Defendants in or around August 1, 2023. Plaintiff was a hardworking and steadfast employee, who performed her job duties competently and efficiently, within the Defendants' rules, requirements, and policies.

13. At all relevant times, Plaintiff and Defendant RATCHARIN TASARIN ("TASARIN") worked together as Production trimmers.

14. On a date presently unknown, while Plaintiff was seated in a chair performing her job duties, TASARIN intentionally placed her finger on one of Plaintiff's nipples and slowly ran her

1 finger across Plaintiff's chest to Plaintiff's other nipple without Plaintiff's consent.

2 15. On a separate occasion, while Plaintiff was cleaning a room at work, TASARIN
3 intentionally poked Plaintiff's genital area with a mop handle.

4 16. On another occasion, while Plaintiff was mopping, TASARIN stood behind Plaintiff
5 and simulated performing oral sex on the handle of the mop Plaintiff was using, creating a sexually
6 charged and offensive work environment.

7 17. On or about June 24, 2024, while Plaintiff was waiting in line to clock back in from
8 her meal period, TASARIN intentionally grabbed Plaintiff's buttocks without her consent.
9 Coworker Mey witnessed this incident.

10 18. Plaintiff did not welcome TASARIN's conduct. Because Plaintiff is not
11 confrontational, she attempted to avoid conflict by moving away from TASARIN whenever
12 TASARIN engaged in this conduct. However, many of her coworkers witnessed the conducts.

13 19. Plaintiff also observed TASARIN engage in similar inappropriate and unwelcome
14 physical conduct toward other employees. Plaintiff contemporaneously documented her
15 observations, writing, *"the thing u be careful about is the way Rin touches people's behind. Saw it*
16 *done to others."*

17 20. In or about October 2024, Plaintiff reported TASARIN's conduct to her manager,
18 SAM SAEPHAN ("SAEPHAN"), who advised Human Resources of Plaintiff's complaint. The
19 following day, Human Resources met with Plaintiff, during which Plaintiff disclosed the incidents
20 of sexual harassment described above. Despite Plaintiff's complaint, Defendants failed to take
21 prompt and appropriate corrective action. Plaintiff continued working in the same department as
22 TASARIN, and the harassment was not adequately addressed. Plaintiff further recalls that a
23 supervisor stated, *"Rin needs to retake the sexual harassment course the 2nd time around,"* while
24 referring to TASARIN and other employees as merely "goofing around."

25 21. Following Plaintiff's complaint, TASARIN attempted to identify the individual who
26 had reported her conduct, which caused Plaintiff to fear further harassment and made her feel
27 uncomfortable in the workplace.

28 22. As a result of the harassment and Defendants' failure to adequately respond, Plaintiff

1 sought treatment from her physician and therapist.

2 23. Plaintiff is informed and believes, and thereon alleges, that TASARIN engaged in
3 similar inappropriate conduct toward other employees. For example, Plaintiff learned that a
4 coworker left her employment after approximately five days because TASARIN had allegedly
5 groped her breasts.

6 **CLASS ALLEGATIONS**

7 24. This action has been brought and may be maintained as a class action pursuant to
8 Code of Civil Procedure § 382 because there is a well-defined community of interest among the
9 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
10 unaware of any difficulties likely to be encountered in managing this case as a class action.

11 25. **Relevant Time Period:** The relevant time period is defined as the time period
12 beginning four years prior to the filing of this action until judgment is entered.

13 **Hourly Employee Class:** All persons employed by Defendants whether directly or
14 indirectly through any staffing agencies and/or any other third parties in hourly or non-
exempt positions in California during the **Relevant Time Period**.

15 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked
16 in a shift in excess of five hours during the **Relevant Time Period**.

17 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked
18 a shift of at least three and one-half (3.5) hours during the **Relevant Time**
Period.

19 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class**
20 members employed by Defendants in California during the period beginning
one year before the filing of this action and ending when final judgment is
entered.

21 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members
22 who separated from their employment with Defendants during the period
beginning three years before the filing of this action and ending when final
judgment is entered.

23 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in
24 California during the **Relevant Time Period**.

25 **Expense Reimbursement Class:** All persons employed by Defendants in California
26 who incurred business expenses during the **Relevant Time Period**.

27 26. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
28 right to amend or modify the class definitions with greater specificity by further division into sub-

1 classes and/or by limitation to particular issues.

2 27. **Numerosity**: The class members are so numerous that the individual joinder of each
3 individual class member is impractical. While Plaintiff does not currently know the exact number of
4 class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number
5 exceeds the minimum required for numerosity under California law.

6 28. **Commonality and Predominance**: Common questions of law and fact exist as to all
7 class members and predominate over any questions that affect only individual class members. These
8 common questions include, but are not limited to:

- 9 i. Whether Defendants maintained a policy or practice of failing to provide employees
10 with their meal periods;
- 11 ii. Whether Defendants maintained a policy or practice of failing to provide employees
12 with their rest periods;
- 13 iii. Whether Defendants failed to pay premium wages to class members when they have
14 not been provided with required meal and/or rest periods;
- 15 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
16 as a result of policies that fail to provide meal periods in accordance with California
17 law;
- 18 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
19 for all time worked;
- 20 vi. Whether Defendants failed to reimburse class members for all necessary business
21 expenses incurred during the discharge of their duties;
- 22 vii. Whether Defendants failed to provide class members with accurate written wage
23 statements as a result of providing them with written wage statements with
24 inaccurate entries for, among other things, amounts of gross and net wages, and total
25 hours worked;
- 26 viii. Whether Defendants applied policies or practices that result in late and/or incomplete
27 final wage payments;
- 28 ix. Whether Defendants are liable to class members for waiting time penalties under

1 Labor Code section 203;

- 2 x. Whether class members are entitled to restitution of money or property that
3 Defendants may have acquired from them through unfair competition;

4 29. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff
5 is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing
6 to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

7 30. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
8 that she has no interests that are adverse to or otherwise conflict with the interests of absent class
9 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
10 and adequately represent and protect the interests of the other class members.

11 31. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
12 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
13 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
14 behalf of Plaintiff and absent class members.

15 32. **Superiority:** A class action is vastly superior to other available means for fair and
16 efficient adjudication of the class members' claims and would be beneficial to the parties and the
17 Court. Class action treatment will allow a number of similarly situated persons to prosecute their
18 common claims simultaneously and efficiently in a single forum without the unnecessary
19 duplication of effort and expense that numerous individual actions would entail. In addition, the
20 monetary amounts due to many individual class members are likely to be relatively small and would
21 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
22 Moreover, a class action will serve an important public interest by permitting class members to
23 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
24 potential for inconsistent or contradictory judgments inherent in individual litigation.

25 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

26 33. Plaintiff worked for Defendants as an hourly, non-exempt employee since
27 approximately August 1, 2023.

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Clock In Process/ Off-the-Clock

34. At all relevant times, Plaintiff and the aggrieved employees were required to clock in for each shift using a timeclock located in the middle of Defendants' facility. In order to timely begin their scheduled shifts, Plaintiff and the aggrieved employees were required to enter the facility before their scheduled start times and proceed to the designated timeclock.

35. Because all employees were required to use the same timeclock, Plaintiff and the aggrieved employees regularly encountered long lines before they were able to clock in. It typically took approximately one (1) minute to reach the timeclock after entering the facility, followed by an additional five (5) to ten (10) minutes waiting in line before they could clock in.

36. Plaintiff and the aggrieved employees experienced these delays approximately three (3) to four (4) days per week. During this time, they remained on Defendants' premises, were subject to Defendants' control, and were unable to begin recording their work time until they reached the timeclock.

37. As a result, Plaintiff and the aggrieved employees regularly performed compensable work and/or remained under Defendants' control before they were permitted to clock in. This time was not properly recorded as time worked and resulted in Plaintiff and the aggrieved employees not being paid for all hours worked by Defendants.

Missed Meal Periods

38. Plaintiff and the putative class were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

39. As a result of Defendants' policy, Plaintiff and the putative class were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the

1 putative class to work through their meal periods in order to complete their assignments on time.

2 **Missed Rest Periods**

3 40. Plaintiff and the putative class were not provided with rest periods of at least ten (10)
4 minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy
5 of not scheduling each rest period as part of each work shift; (2) chronically understaffing each
6 work shift with not enough workers; (3) imposing so much work on each employee such that it
7 made it unlikely that an employee would be able to take their breaks if they wanted to finish their
8 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
9 take their meal and rest periods.

10 41. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
11 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
12 due to complying with Defendants' productivity requirements that required Plaintiff and the
13 putative class to work through their rest periods in order to complete their assignments on time.

14 **Expense Reimbursement**

15 42. Plaintiff and the putative class members were required to utilize their own personal
16 cell phones to perform work-related duties for Defendants' benefit.

17 43. Among other things, Plaintiff and the putative class members were required to use
18 their personal cell phones to complete mandatory online trainings and perform other work-related
19 tasks as directed by Defendants. Defendants knew or should have known that Plaintiff and the
20 putative class members were incurring necessary business expenses associated with the required use
21 of their personal cell phones.

22 44. As a result, Defendants failed to reimburse Plaintiff and the putative class for such
23 necessary business expenses incurred by them.

24 **Wage Statements**

25 45. Plaintiff and the putative class were not provided with accurate wage statements as
26 mandated by law pursuant to Labor Code § 226.

27 46. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
28 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-

1 clock” work were not included.

2 47. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
3 worked by the employee” were not accurately reflected in that all hours worked, including overtime
4 and “off-the-clock” work were not included.

5 48. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
6 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
7 clock” work were not included.

8 49. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
9 hourly rates in effect during the pay period and the corresponding number of hours worked at each
10 hourly rate by the employee” were not accurately reflected in that all hours worked, including
11 overtime and “off-the-clock” work were not included.

12 **FIRST CAUSE OF ACTION**

13 **SEXUAL HARASSMENT IN VIOLATION OF GOV. CODE § 12940 ET SEQ**

14 **(Against All Defendants)**

15 50. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth
16 in full herein.

17 51. The actions of Defendants, as described in this Complaint, constitute
18 unlawful sexual harassment against Plaintiff.

19 52. The harassment by Defendants created a hostile, intimidating, and oppressive work
20 environment for Plaintiff, whereby the conditions of their employment were adversely affected.
21 Moreover, the harassment impeded Plaintiffs’ process and the enjoyment of their employment for
22 Defendants.

23 53. Defendants’ harassment and discrimination described in this Complaint violates the
24 Fair Employment and Housing Act as promulgated in Government Code section 12940 *et seq.* and
25 other state and federal statutes that prohibit harassment and discrimination in employment,
26 including the California Constitution and Civil Rights Act, as amended.

27 54. As a direct and proximate result of Defendants’ harassment and discrimination,
28 Plaintiffs have suffered and will continue to suffer damages in an amount within the jurisdiction of

1 this Court, the exact amount to be proven at trial. Such damages include loss of salary and other
2 valuable employment benefits, prejudgment interest and interest on the sum of damages at the legal
3 rate, and other consequential damages, including damages for shame, humiliation, mental anguish,
4 and emotional distress caused by the conduct of Defendants and each of them.

5 55. In addition, pursuant to Government Code section 12965(b), Plaintiff is entitled
6 to her attorneys' fees in prosecuting this lawsuit.

7 56. Because the wrongful acts against Plaintiff were carried out, authorized, or ratified
8 by Defendants' directors, officer and/or managing agents, acting with malice, oppression or fraud,
9 or were deliberate, willful, and in conscious disregard of the probability of causing injury to
10 Plaintiff, as reflected by the actions as described earlier in this Complaint, Plaintiff seeks punitive
11 damages against Defendants, and each of them, in order to deter them from such and similar
12 conduct in the future.

13 **SECOND CAUSE OF ACTION**

14 **RETALIATION IN VIOLATION OF GOV. CODE §12940(h)**

15 **(Against SLO STAFFING LLC and DOES 1 THROUGH 50 INCLUSIVE)**

16 57. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
17 forth herein.

18 58. At all times herein mentioned, FEHA, Government Code section 12940(h), was in
19 full force and effect and binding on Defendants. These statutes require Defendants to refrain from
20 retaliating against Plaintiff.

21 59. Defendants' adverse actions against Plaintiff as described in this Complaint
22 constitute unlawful retaliation against Plaintiff for reporting sexual harassment.

23 60. As a direct and proximate cause of Defendants' violation of California Government
24 Code section 12940(h), Plaintiff has suffered and will continue to suffer damages in an amount
25 within the jurisdiction of this court, the exact amount to be proven at trial.

26 61. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff
27 has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and
28 anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety. The exact nature

1 and extent of these injuries is presently unknown to Plaintiff, who will pray leave of court to assert
2 the same when they are ascertained.

3 62. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
4 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
5 Plaintiff and were done by managerial agents and employees of Defendants, or with the express
6 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
7 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT**

10 **IN VIOLATION OF GOV. CODE § 12940(k)**

11 **(Against SLO STAFFING LLC and DOES 1 THROUGH 50 INCLUSIVE)**

12 63. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth
13 in full herein.

14 64. At all times mentioned herein, California Government Code section 12940 *et*
15 *seq.* was in full force and effect and binding on Defendants. These sections require Defendants to
16 take reasonable steps to prevent discrimination from occurring.

17 65. As alleged herein, Plaintiff suffered unlawful discrimination and harassment at the
18 hands of Defendants.

19 66. Defendants, and each of them, failed to take all reasonable steps to prevent such
20 harassment and discrimination in violation of Government Code section 12940(k).

21 67. Defendants failed to take appropriate and/or reasonable steps to train
22 and/or monitor its employees, supervisors and/or managers regarding disability discrimination
23 by failing to enforce a policy against unlawful discrimination, and by failing to take prompt
24 and appropriate disciplinary action against the perpetrators of discrimination.

25 68. As a direct and proximate result of Defendants' failure to take all reasonable steps to
26 prevent harassment and discrimination, Plaintiff has suffered and will continue to suffer damages in
27 an amount within the jurisdiction of this Court, the exact amount to be proven at trial. Such
28 damages include loss of salary and other valuable employment benefits, prejudgment interest and

1 interest on the sum of damages at the legal rate, and other consequential damages, including
2 damages for shame, humiliation, mental anguish, and emotional distress caused by the conduct of
3 Defendants and each of them.

4 69. In addition, pursuant to Government Code section 12965(b), Plaintiff is entitled to
5 his attorneys' fees in prosecuting this lawsuit.

6 70. Because the wrongful acts against Plaintiff were carried out, authorized, or ratified
7 by Defendants' directors, officers and/or managing agents, acting with malice, oppression or fraud,
8 or were deliberate, willful, and in conscious disregard of the probability of causing injury to
9 Plaintiff, as reflected by the actions as described earlier in this Complaint, Plaintiff seeks punitive
10 damages against Defendants, and each of them, in order to deter them from such and similar
11 conduct in the future.

12 **FOURTH CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE § 1102.5**

14 **(Against SLO STAFFING LLC and DOES 1 THROUGH 50 INCLUSIVE)**

15 71. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth
16 in full herein.

17 72. Plaintiff attempted to disclose and remedy the Company's violations of Cal. Gov.
18 Code section 12940 *et seq.*, and Business and Professions Code section 17200 governing
19 discrimination, harassment, retaliation and unfair business practices. Plaintiff disclosed the
20 violations to persons with authority over her, and to another employee who had authority to
21 investigate, discover, or correct the violation or noncompliance.

22 73. The Company violated Labor Code § 1102.5 by, inter alia:

- 23 a. Making, adopting or enforcing a rule, regulation or policy preventing Plaintiff
24 from disclosing information to a government or law enforcement agency, or to a
25 person with authority over the employee, or to another employee who has
26 authority to investigate, discover, or correct the violation or noncompliance,
27 where Plaintiff had reasonable cause to believe that the information disclosed
28 was a violation of state or federal statute, or a violation or noncompliance with a

1 state of federal regulation:

- 2 b. Retaliating against Plaintiff for disclosing information to a government or law
3 enforcement agency, to a person with authority over the employee or another
4 employee who has the authority to investigate, discover, or correct the violation
5 or noncompliance, where Plaintiff had reasonable cause to believe that the
6 information discloses a violation of state or federal statute, or a violation or
7 noncompliance with a state or federal rule or regulation;
- 8 c. Retaliating against Plaintiff for refusing to participate in an activity that would
9 result in a violation of state or federal statute, or a violation or noncompliance
10 with a state or federal rule or regulation; and
- 11 d. Retaliating against Plaintiff for having exercised her rights under the foregoing
12 paragraphs 73 a, b, and c.

13 74. Defendants/The Company resisted and opposed Plaintiff's attempts to disclose and
14 remedy its violations of Cal. Gov. Code section 12940 *et seq.*, and Business and Professions
15 Code section 17200 governing discrimination, harassment, retaliation and unfair business practices.
16 Indeed, Defendants retaliated against Plaintiff for disclosing Defendants' violations and unlawful
17 practices by terminating him/her.

18 75. As a direct and proximate cause of Defendants' violation of Labor Code § 1102.5,
19 Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of
20 this court, the exact amount to be proven at trial.

21 76. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff
22 has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and
23 anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety. The exact nature
24 and extent of these injuries is presently unknown to Plaintiff, who will pray leave of court to assert
25 the same when they are ascertained.

26 77. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
27 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
28 Plaintiff and were done by managerial agents and employees of Defendants, or with the express

1 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
2 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE MEAL PERIODS**

5 **(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

6 **(Plaintiff and Meal Period Sub-Class)**

7 78. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged
8 herein.

9 79. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
10 non-exempt employees of Defendants entitled to the full meal period protections of both the Labor
11 Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

12 80. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative
13 obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal
14 periods of at least thirty minutes for each work period of five hours, and to provide them with two
15 uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

16 81. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers
17 from requiring employees to work during required meal periods and require employers to pay non-
18 exempt employees an hour of premium wages on each workday that the employee is not provided
19 with the required meal period.

20 Compensation for missed meal periods constitutes wages within the meaning of Labor Code § 200.

21 82. Labor Code § 1198 makes it unlawful to employ a person under conditions that
22 violate the applicable Wage Order.

23 83. Section 11 of the applicable Wage Order states:

24 “No employer shall employ any person for a work period of more than five (5)
25 hours without a meal period of not less than 30 minutes, except that when a
26 work period of not more than six (6) hours will complete the day’s work the
27 meal period may be waived by mutual consent of the employer and employee.
28 Unless the employee is relieved of all duty during a 30 minute meal period, the
meal period shall be considered an ‘on duty’ meal period and counted as time
worked. An ‘on duty’ meal period shall be permitted only when the nature of
the work prevents an employee from being relieved of all duty and when by
written agreement between the parties an on-the-job paid meal period is agreed

1 to. The written agreement shall state that the employee may, in writing, revoke
2 the agreement at any time.”

3 84. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
4 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
5 members were not subject to valid on-duty meal period agreements with Defendants.

6 85. Plaintiff alleges that, at all relevant times during the applicable limitations period,
7 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
8 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
9 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

10 86. Plaintiff alleges that, at all relevant times during the applicable limitations period,
11 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
12 **Class** members when they worked five (5) hours without clocking out for any meal period.

13 87. Plaintiff alleges that, at all relevant times during the applicable limitations period,
14 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
15 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and
16 failed to pay them premium wages as required by Labor Code § 512 and the applicable Wage
17 Order.

18 88. Moreover, Defendants’ written policies do not provide that employees must take
19 their first meal period before the end of the fifth hour of work, that employees are entitled to a
20 second meal period if they work a shift of over ten hours, or that the second meal period must
21 commence before the end of the tenth hour of work, unless waived.

22 89. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
23 **Class** members additional premium wages, and/or were not paid premium wages at the employees’
24 regular rates of pay when required meal periods were not provided.

25 90. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
26 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
27 costs of suit.

28 91. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial

benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Lab. Code §§ 204, 223, 226.7 and 1198)

(Plaintiff and Rest Period Sub-Class)

92. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

93. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full rest period protections of both the Labor Code and the applicable Wage Order.

94. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

95. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

96. Compensation for missed rest periods constitutes wages within the meaning of Labor Code § 200.

97. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

98. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class** with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof, as required by the applicable Wage Order.

99. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class** members additional premium wages when required rest periods were not provided.

100. Specifically, Defendants' written policies do not provide that employees may take a rest period for each four hours worked, or major fraction thereof, nor that rest periods should be taken in the middle of each work period insofar as practicable.

101. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and costs of suit.

102. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Lab. Code §§ 223, 510, 1194, 1197 and 1198)

(Plaintiff and Hourly Employee Class)

103. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

104. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage Order.

105. Section 2 of the applicable Wage Order defines “hours worked” as “the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

106. Section 4 of the applicable Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consists of all hours that an employer has actual or constructive knowledge that employees are working.

107. Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum or overtime wage required under the applicable Wage Order.

108. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the

1 underlying unpaid minimum wages and interest thereon.

2 109. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
3 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
4 period.

5 110. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
6 person acting either individually or as an officer, agent, or employee of another person to pay an
7 employee, or cause an employee to be paid, less than the applicable minimum wage.

8 111. Labor Code § 1198 makes it unlawful for employers to employ employees under
9 conditions that violate the applicable Wage Order.

10 112. Labor Code § 204 requires employers to pay non-exempt employees their earned
11 wages for the normal work period at least twice during each calendar month on days the employer
12 designates in advance and to pay non-exempt employees their earned wages for labor performed in
13 excess of the normal work period by no later than the next regular payday.

14 113. Labor Code § 223 makes it unlawful for employers to pay their employees lower
15 wages than required by contract or statute while purporting to pay them legal wages.

16 114. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
17 non-exempt employees overtime wages of no less than one and one-half times the employees'
18 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
19 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
20 seventh consecutive day of one workweek.

21 115. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
22 pay non-exempt employees overtime wages of no less than two times the employees' respective
23 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
24 worked in excess of eight hours on a seventh consecutive workday during the workweek.

25 116. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
26 centrally devised policies and practices to her and **Hourly Employee Class** members with respect
27 to working conditions and compensation arrangements.

28 117. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**

1 **Employee Class** members for all time worked, including but not limited to, overtime hours at
2 statutory and/or agreed rates.

3 118. At all relevant times during the applicable limitations period, Defendants maintained
4 a policy or practice of automatically deducting one-half hour from Plaintiff's timesheet on every
5 workday for a meal period, regardless of whether or not Plaintiff was provided with a meal period.

6 119. Plaintiff is informed and believes that, at all relevant times during the applicable
7 limitations period, Defendants maintained a policy or practice of automatically deducting one-half
8 hour from **Hourly Employee Class** members' timecard on every workday for a meal period,
9 regardless of whether or not **Hourly Employee Class** members were provided with a meal period.

10 120. As a result of Defendants' policy or practice of automatically deducting one-half
11 hour from employees' timecards for every workday for a meal period, Plaintiff and **Hourly**
12 **Employee Class** members were required to perform off-the-clock work that Defendants either
13 knew or should have known they were working.

14 121. At all relevant times, Defendants failed to pay hourly wages to Plaintiff for all time
15 worked, including but not limited to, overtime wages at statutory and/or agreed rates by suffering or
16 permitting her to work during unpaid meal periods and/or failing to properly pay Plaintiff for all
17 overtime hours worked.

18 122. Plaintiff is informed and believes that, at all relevant times during the applicable
19 limitations period, Defendants maintained a policy or practice of not paying hourly wages to
20 **Hourly Employee Class** members for all time worked, including but not limited to, overtime hours
21 at statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

22 123. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
23 **Employee Class** members all earned wages every pay period at the correct rates, including
24 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
25 **Hourly Employee Class** members to perform off-the-clock work.

26 124. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
27 members have suffered damages in an amount subject to proof, to the extent they were not paid the
28 full amount of wages earned during each pay period during the applicable limitations period,

1 including overtime wages.

2 125. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
3 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
4 overtime wages, interest thereon, and costs of suit.

5 126. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
6 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Hourly**
7 **Employee Class** members, seeks to recover reasonable attorneys' fees.

8 **EIGHTH CAUSE OF ACTION**

9 **FAILURE TO INDEMNIFY**

10 **(Lab. Code § 2802)**

11 **(Plaintiff and Expense Reimbursement Class)**

12 127. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

13 128. Labor Code section 2802(a) states:

14 An employer shall indemnify his or her employee for all necessary expenditures or
15 losses incurred by the employee in direct consequence of the discharge of his or her
16 duties, or of his or 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.

17 129. At all relevant times during the applicable limitations period, Plaintiff and the
18 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
19 including but not limited to, personal cell phone usage.

20 130. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
21 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
22 discharge of their duties.

23 131. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
24 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
25 necessary business expenses incurred in the discharge of their duties.

26 132. At all relevant times during the applicable limitations period, Defendants required
27 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
28 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**

1 **Reimbursement Class** members for all such expenditures.

2 133. At all relevant times during the applicable limitations period, Defendants required
3 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
4 apparel unique to Defendants at Plaintiff's and **Expense Reimbursement Class** members' expense.
5 Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such
6 expenditures.

7 134. Plaintiff is informed and believes that, during the applicable limitations period,
8 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
9 **Reimbursement Class** members for all necessary business expenses.

10 135. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
11 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
12 original Complaint and until the date of entry of judgment.

13 136. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks
14 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to
15 Code of Civil Procedure § 1021.5.

16 **NINTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

18 **(Lab. Code § 226)**

19 **(Plaintiff and Wage Statement Penalties Sub-Class)**

20 137. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

21 138. Labor Code § 226(a) states:

22 An employer, semimonthly or at the time of each payment of wages, shall furnish to
23 his or her employee, either as a detachable part of the check, draft, or voucher paying
24 the employee's wages, or separately if wages are paid by personal check or cash, an
25 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
26 worked by the employee, except as provided in subdivision (j), (3) the number of
27 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
28 rate basis, (4) all deductions, provided that all deductions made on written orders of
the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the name of the
employee and only the last four digits of his or her social security number or an
employee identification number other than a social security number, (8) the name and
address of the legal entity that is the employer and, if the employer is a farm labor
contractor, as defined in subdivision (b) of Section 1682, the name and address of the

1 legal entity that secured the services of the employer, and (9) all applicable hourly
2 rates in effect during the pay period and the corresponding number of hours worked
3 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
4 temporary services employer as defined in Section 201.3, the rate of pay and the total
5 hours worked for each temporary services assignment. The deductions made from
6 payment of wages shall be recorded in ink or other indelible form, properly dated,
7 showing the month, day, and year, and a copy of the statement and the record of the
8 deductions shall be kept on file by the employer for at least three years at the place of
9 employment or at a central location within the State of California. For purposes of
10 this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
11 employee or a computer-generated record that accurately shows all of the information
12 required by this subdivision.

13 139. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
14 the "detachable part of the check" provision and the "accurate itemized statement in writing"
15 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
16 employee retains the right to elect to receive a written paper stub or record and that those who are
17 provided with electronic wage statements retain the ability to easily access the information and
18 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
19 Letter July 6, 2006.)

20 140. Plaintiff is informed and believes that, at all relevant times during the applicable
21 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
22 members with written wage statements as described above.

23 141. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
24 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
25 that Defendants had the ability to provide them with accurate wage statements but had intentionally
26 provided them with written wage statements that Defendants knew do not comply with Labor Code
27 § 226(a).

28 142. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
legal rights to receive accurate wage statements and have misled them about their actual rates of pay
and wages earned. In addition, inaccurate information on their wage statements have prevented
immediate challenges to Defendants' unlawful pay practices, has required discovery and
mathematical computations to determine the amount of wages owed, has caused difficulty and

1 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
2 inaccurate information about wages and deductions to federal and state government agencies.

3 143. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of herself and **Wage Statement**
4 **Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars (\$50.00) for the
5 initial pay period in which a violation of Labor Code section 226(a) occurred and one hundred
6 dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code § 226(a)
7 occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class member.

8 144. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
9 the common fund doctrine, Plaintiff, on behalf of herself and **Wage Statement Penalties Sub-**
10 **Class** members, seek awards of reasonable attorneys' fees and costs.

11 **TENTH CAUSE OF ACTION**

12 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

13 **(Lab. Code §§ 201–203)**

14 **(Plaintiff and Waiting Time Penalties Sub-Class)**

15 145. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

16 146. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members
17 have been entitled, upon the end of their employment with Defendants, to timely payment of all
18 wages earned and unpaid before termination or resignation.

19 147. At all relevant times, pursuant to Labor Code § 201, employees who have been
20 discharged have been entitled to payment of all final wages immediately upon termination.

21 148. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
22 after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of
23 all final wages at the time of resignation.

24 149. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
25 after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of
26 all final wages within seventy-two (72) hours' of giving notice of resignation.

27 150. During the applicable limitations period, Defendants failed to pay Plaintiff all of her
28 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

1 151. Plaintiff is informed and believes that, at all relevant times during the applicable
2 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
3 members all of their final wages in accordance with the Labor Code.

4 152. Plaintiff is informed and believes that, at all relevant times during the applicable
5 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
6 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
7 §§ 201 or 202 by failing to timely pay them all final wages.

8 153. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
9 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been
10 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201
11 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
12 requirements.

13 154. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of herself and **Waiting**
14 **Time Penalties Sub-Class** members, seeks waiting time penalties from the respective dates that
15 their final wages had first become due until paid, up to a maximum of thirty days, and interest
16 thereon.

17 155. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
18 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time**
19 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

20 **ELEVENTH CAUSE OF ACTION**

21 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

22 **(Against SLO STAFFING LLC and DOES 1 THROUGH 50 INCLUSIVE)**

23 156. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth
24 in full herein.

25 157. Plaintiff's termination was wrongful in that it violated the fundamental public
26 policies of California that prohibit discrimination, harassment, and retaliation on the
27 basis of: disability; work related injury; and for objecting and complaining about an employer's
28 violations of wage and hour laws and hazardous working conditions, as discussed above.

1 158. Defendants discharged Plaintiff in violation of the aforementioned public policies,
2 under:

- 3 a. California Government Code § 12940, *et seq.*;
- 4 b. California Government Code § 12940(m);
- 5 c. California Government Code § 12940(n);
- 6 d. California Government Code § 12940(h);
- 7 e. California Government Code § 12940(k);
- 8 f. California Labor Code § 98.6;
- 9 g. California Labor Code § 1102.5; and
- 10 h. California Labor Code § 232.5.

11 159. As a direct and proximate cause of his wrongful discharge, Plaintiff has suffered and
12 will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount
13 to be proven at trial.

14 160. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and
15 continues to suffer actual, consequential, and incidental financial losses, including without
16 limitation, loss of salary and benefits, emotional distress, humiliation, mental anguish, anger, and
17 embarrassment, all in an amount subject to proof at the time of trial.

18 161. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
19 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
20 Plaintiff and were done by managerial agents and employees of Defendants, or with the express
21 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
22 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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1 **TWELFTH CAUSE OF ACTION**

2 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

3 **(Against All Defendants)**

4 162. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth
5 in full herein.

6 163. Defendants discriminatory, harassing, and retaliatory actions against
7 Plaintiffs constituted severe and outrageous misconduct and caused Plaintiffs extreme emotional
8 distress.

9 164. Defendants had the intention of causing and/or recklessly disregarded the probability
10 of causing emotional distress to Plaintiffs and did, in fact, cause emotional distress to
11 Plaintiffs. Defendants' misconduct caused Plaintiff severe emotional distress, including, but not
12 limited to, depression and anxiety.

13 165. As a proximate result of Defendants extreme and outrageous conduct, Plaintiff has
14 suffered and will continue to suffer severe emotional distress. Plaintiff has sustained and continues
15 to sustain substantial losses of earnings and other employment benefits as a result of being
16 emotionally distressed.

17 166. As a proximate result of Defendants extreme and outrageous conduct, Plaintiff has
18 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and
19 anguish, all to her damages in a sum according to proof.

20 167. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
21 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
22 Plaintiff and were done by managerial agents and employees of Defendants, or with the express
23 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
24 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

4 **(Plaintiff and UCL Class)**

5 168. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 169. Business and Professions Code § 17200 defines “unfair competition” to include any
7 unlawful business practice.

8 170. Business and Professions Code §§ 17203–17204 allow a person who has lost money
9 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
10 Procedure § 382 to recover money or property that may have been acquired from similarly situated
11 persons by means of unfair competition.

12 171. California law requires employers to pay hourly, non-exempt employees for all hours
13 they are permitted or suffered to work, including hours that the employer knows or reasonably
14 should know that employees have worked.

15 172. Plaintiff, on behalf of herself and the **UCL Class** members, re-alleges and
16 incorporates the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH,
17 NINTH, TENTH, ELEVENTH, and TWELFTH causes of action herein.

18 173. Plaintiff lost money and/or property as a result of the aforementioned unfair
19 competition.

20 174. Defendants have or may have acquired money by means of unfair competition.

21 175. Plaintiff is informed and believes and thereupon alleges that, by committing the
22 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
23 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by
24 violating the Labor Code as alleged herein.

25 176. Defendants have committed criminal conduct through their policies and practices of,
26 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-
27 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
28 work period of five or more hours; provide non-exempt employees with rest periods of at least ten

1 minutes for each four-hour work period; pay non-exempt employees for all hours worked;
2 reimburse them for all necessary business-related expenses; provide accurate written wage
3 statements; and timely pay all final wages.

4 177. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
5 employees and entitled to the full protections of both the Labor Code and the applicable Wage
6 Order.

7 178. Defendants' unlawful conduct as alleged in this Complaint amounts to and
8 constitutes unfair competition within the meaning of Business and Professions Code section 17200
9 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
10 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
11 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of herself and on
12 behalf of similarly situated persons in a class-action proceeding.

13 179. As a result of Defendants' violations of the Labor Code during the applicable
14 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
15 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
16 conduct.

17 180. Plaintiff is informed and believes that other similarly situated persons have been
18 subject to the same unlawful policies or practices of Defendants.

19 181. Due to the unfair and unlawful business practices in violation of the Labor Code,
20 Defendants have gained a competitive advantage over other comparable companies doing business
21 in the State of California that comply with their legal obligations.

22 182. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
23 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
24 that violates, or is considered unlawful under, any other state or federal law.

25 183. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
26 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
27 Defendants, and each of them, and their agents and employees, from further violations of the Labor
28 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an

1 order permanently enjoining Defendants, and each of them, and their respective agents and
2 employees, from further violations of the Labor Code and applicable Industrial Welfare
3 Commission Wage Orders.

4 184. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of herself
5 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging
6 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
7 business practices.

8 185. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
9 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable
10 attorneys' fees in connection with their unfair competition claims.

11 **FOURTEENTH CAUSE OF ACTION**

12 **CIVIL PENALTIES**

13 **(Lab. Code §§ 2698 *et seq.*)**

14 186. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

15 187. During the applicable limitations period, Defendants have violated Labor Code §§
16 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

17 188. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
18 herself and other current and former employees, to bring a representative civil action to recover
19 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
20 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

21 189. Plaintiff, a former employee against whom Defendants committed one or more of the
22 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
23 within the meaning of Labor Code § 2699(c).

24 190. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
25 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
26 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
27 intent to investigate.

28 191. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil

1 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,
2 512, 1194, 1197, 1198 and 2802:

- 3 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
4 2802, one hundred dollars (\$100) for each employee per pay period for each
5 initial violation and two hundred dollars (\$200) for each employee per pay
6 period for each subsequent violation (penalties set by Labor Code §
7 2699(f)(2));
- 8 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
9 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 10 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
11 employee for each initial violation that was neither willful nor intentional,
12 two hundred dollars (\$200) for each employee, plus 25% of the amount
13 unlawfully withheld from each employee, for each initial violation that was
14 either willful or intentional, and two hundred dollars (\$200) for each
15 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
16 from each employee, for each subsequent violation, regardless of whether the
17 subsequent violation was either willful or intentional (penalties set by Labor
18 Code § 210);
- 19 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
20 employee for each initial violation that was neither willful nor intentional,
21 two hundred dollars (\$200) for each employee, plus twenty-five percent
22 (25%) of the amount unlawfully withheld from each employee, for each
23 initial violation that was either willful or intentional, and two hundred dollars
24 (\$200) for each employee, plus twenty-five percent (25%) of the amount
25 unlawfully withheld from each employee, for each subsequent violation,
26 regardless of whether the subsequent violation was either willful or
27 intentional (penalties set by Labor Code § 225.5);
- 28 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial

1 citation, two hundred and fifty dollars (\$250) for each employee for each
2 violation. Alternatively, if an initial citation or its equivalent occurred before
3 the filing of this action, one thousand dollars (\$1,000) for each employee for
4 each violation (penalties set by Labor Code § 226.3);

5 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
6 employee for each initial pay period for which the employee was underpaid,
7 and one hundred dollars (\$100) for each employee for each subsequent pay
8 period for which the employee was underpaid (penalties set by Labor Code §
9 558);

10 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
11 aggrieved employee for each initial violation of Labor Code § 1197 that was
12 intentional and two hundred and fifty dollars (\$250) for each aggrieved
13 employee per pay period for each subsequent violation of Labor Code §
14 1197, regardless of whether the initial violation was intentional (penalties set
15 by Labor Code § 1197.1);

16 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
17 attorneys' fees and costs in connection with Plaintiff's claims for civil
18 penalties.

19 ///

20 ///

21 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt
3 employees, and the general public, prays for relief and judgment against Defendants as follows:

- 4 (1) An order that the action be certified as a class action;
5 (2) An order that Plaintiff be appointed class representative;
6 (3) An order that counsel for Plaintiff be appointed class counsel;
7 (4) Unpaid wages;
8 (5) Actual damages;
9 (6) Liquidated damages;
10 (7) Restitution;
11 (8) Declaratory relief;
12 (9) Pre-judgment interest;
13 (10) Statutory penalties;
14 (11) Civil penalties;
15 (12) Costs of suit;
16 (13) Reasonable attorneys' fees; and
17 (14) Such other relief as the Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff, on behalf of herself, all other current and former non-exempt employees, and the
20 general public, hereby demands a jury trial on all issues so triable.

21
22 Dated: July 10, 2026

SETAREH LAW GROUP

23
24 /s/ Shaun Setareh

25 SHAUN SETAREH
26 BRADLEY FAGNANI
27 VICTORIA MAS
28 Attorneys for Plaintiff
DIVINA LUBSEN

Exhibit A



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 8, 2026

Shaun Setareh

,

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202606-35561808
Right to Sue: Lubsen / SLO Staffing LLC et al.

Dear Shaun Setareh:

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

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

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

Sincerely,

Civil Rights Department



Civil Rights Department

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June 8, 2026

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202606-35561808

Right to Sue: Lubsen / SLO Staffing LLC et al.

To All Respondent(s):

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

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

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

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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June 8, 2026

Divina Lubsen

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202606-35561808
Right to Sue: Lubsen / SLO Staffing LLC et al.

Dear Divina Lubsen:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 8, 2026 because an immediate Right to Sue notice was requested.

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

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



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

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

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Divina Lubsen

CRD No. 202606-35561808

Complainant,

vs.

SLO Staffing LLC

,

Tasarin Unknown

,

Sam Saephan

,

Respondents

1. Respondent **SLO Staffing LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Tasarin Unknown** individual as Co-Respondent(s).
Complainant is naming **Sam Saephan** individual as Co-Respondent(s).

3. Complainant **Divina Lubsen**, resides in the City of , State of .

4. Complainant alleges that on or about **May 7, 2025**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sexual harassment.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was terminated, laid off, forced to quit, reprimanded, suspended.

Additional Complaint Details:

1 VERIFICATION

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

5 On June 8, 2026, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Beverly Hills, CA**