

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Michael Linfield

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Attorneys for PLAINTIFF **JENNIFER ALFARO**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JENNIFER ALFARO,	)	Case No.: 23STCV06766
	)	
Plaintiff,	)	COMPLAINT FOR DAMAGES:
	)	
v.	)	(1) SEX/GENDER HARASSMENT,
	)	VIOLATION OF CAL. <u>GOV. CODE</u>
	)	§§ 12940 ET SEQ.;
	)	
KIDS EMPIRE WOODLAND HILLS LLC;	)	(2) SEX/GENDER DISCRIMINATION,
JUAN DOE; an individual;	)	VIOLATION OF CAL. <u>GOV. CODE</u>
and	)	§§ 12940 ET SEQ.;
DOES 1 THROUGH 100, inclusive,	)	(3) SEX/GENDER RETALIATION,
	)	VIOLATION OF CAL. <u>GOV. CODE</u>
Defendants.	)	§§ 12940 ET SEQ.;
	)	
	)	(4) ACTUAL/PERCEIVED DISABILITY
	)	HARASSMENT, VIOLATION OF
	)	CAL. <u>GOV. CODE</u> §§ 12940 ET SEQ.;
	)	
	)	(5) ACTUAL/PERCEIVED DISABILITY
	)	DISCRIMINATION, VIOLATION OF
	)	CAL. <u>GOV. CODE</u> §§ 12940 ET SEQ.;
	)	
	)	(6) ACTUAL/PERCEIVED DISABILITY
	)	RETALIATION, VIOLATION OF
	)	CAL. <u>GOV. CODE</u> §§ 12940 ET SEQ.;
	)	
	)	(7) FAILURE TO ENGAGE IN THE
	)	MANDATORY GOOD-FAITH
	)	INTERACTIVE PROCESS,
	)	VIOLATION OF CAL. <u>GOV. CODE</u> §
	)	12940 ET SEQ.;
	)	
	)	(8) FAILURE TO ACCOMMODATE,
	)	VIOLATION OF CAL. <u>GOV. CODE</u>
	)	§§ 12940 ET SEQ.;
	)	
	)	(9) WHISTLEBLOWER VIOLATIONS,
	)	CAL. <u>LABOR CODE</u> § 1102.5;
	)	
	)	

- 1) (10) UNSAFE WORKPLACE,
2) VIOLATION OF CAL. LABOR
3) CODE §§ 6300 ET SEQ AND 6400
4) ET SEQ.;
- 5) (11) FAILURE TO PAY WAGES,
6) VIOLATION OF CAL. LABOR
7) CODE § 201;
- 8) (12) FAILURE TO REIMBURSE,
9) VIOLATION OF CAL. LABOR
10) CODE § 2802
- 11) (13) WAITING TIME PENALTIES, CAL.
12) LABOR CODE § 203;
- 13) (14) UNFAIR BUSINESS PRACTICES,
14) VIOLATION OF CAL. BUS. & PROF.
15) CODE §§ 17200 ET SEQ.;
- 16) (15) WRONGFUL TERMINATION AND
17) RETALIATION IN VIOLATION OF
18) PUBLIC POLICY;
- 19) (16) CIVIL PENALTIES UNDER PAGA,
20) VIOLATION OF CAL. LABOR
21) CODE §§ 2698, 2699, AND PAGA;
22) AND
- 23) (17) FAILURE TO PROVIDE
24) EMPLOYEE PERSONNEL FILES,
25) VIOLATION OF CAL. LABOR
26) CODE §§ 432, 1198.5.
- 27) JURY TRIAL DEMANDED

21 COMES NOW PLAINTIFF JENNIFER ALFARO (hereinafter referred to as “Alfaro” or
22 “Plaintiff”) and complains against the above-named Defendants and for causes of action against
23 the Defendants, and each of them, as follows:

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1 I.

2 **FIRST CAUSE OF ACTION**

3 **For Sex/Gender Harassment in Employment**

4 **[California Government Code §§ 12940 et seq.]**

5 **Against Employer Defendant, Defendant Juan, & DOES 1 Through 100, Inclusive**

6 1. At all times mentioned herein, Plaintiff was, and now is, an individual domiciled in the
7 County of Los Angeles, State of California.

8 2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein,
9 Defendant KIDS EMPIRE WOODLAND HILLS LLC (hereinafter “Kids Empire” or “Employer
10 Defendant” and collectively with all other Defendants as “Defendants”) was, and now is, a valid
11 corporation organized and existing under the laws of the State of California, having their
12 principal places of business in Los Angeles, State of California.

13 3. At all times mentioned herein, Defendant JUAN DOE (hereinafter “Defendant Juan” and
14 collectively with Employer Defendant as “Defendants”), was, and now is, an individual
15 domiciled in the County of Los Angeles, State of California, and was a Manager, Officer,
16 Shareholder, Director, Supervisor, Manager, Managing Agent, Owner, Principal, and/or
17 Employee of Employer Defendant and DOES 1 through 100, and each of them.

18 4. Plaintiff is ignorant of the true names and capacities, whether corporate, associate,
19 individual, or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and
20 therefore sues said Defendants by such fictitious names. Plaintiff will seek leave of Court to
21 amend this Complaint to assert the true names and capacities of the fictitiously named
22 Defendants when the same have been ascertained. Plaintiff is informed and believes, and thereon
23 alleges, that each Defendant designated as “DOES” herein is legally responsible for the events,
24 happenings, acts, occurrences, indebtedness, damages and liabilities hereinafter alleged and
25 caused injuries and damages proximately thereby to the Plaintiff, as hereinafter alleged.

26 5. Plaintiff is informed, believes, and herein alleges that at all times relevant herein, a unity
27 of interest and ownership existed between Defendants and DOES 1 through 100, such that
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1 individuality and separateness between these entities had ceased and that they were actually the
2 alter ego of one another.

3 6. Plaintiff is informed, believes, and herein also alleges that at all times relevant herein,
4 Defendants and DOES 1 through 100, were used merely as shells, instrumentalities, and/or
5 conduits of one another and by which the others were doing business.

6 7. Plaintiff is further informed and herein alleges that despite the formation of purported
7 corporate existence, Defendants and DOES 1 through 100, are in reality, one and the same thing.

8 8. Plaintiff is informed and believes, and herein further alleges, that the business affairs of
9 Defendants and DOES 1 through 100, are, and at all times relevant hereto, were, so mixed and
10 intermingled that the same cannot reasonable be segregated, and the same are in inextricable
11 confusion.

12 9. Accordingly, Defendants and DOES 1 through 100, constitute the alter egos for each
13 other and the fiction of their separate existence must be disregarded in the interest of justice.

14 10. At all times relevant herein, Plaintiff performed services for each and all of Defendants,
15 and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an
16 employee, either directly or indirectly, and the manner in which Defendants' business was and is
17 conducted.

18 11. Plaintiff is informed and believes and thereon alleges that each of the Defendants named
19 herein and DOES, has at all times relevant to this action, been the officer, agent, employee
20 and/or representative of the remaining Defendants and has acted within the course and scope of
21 such agency and employment, and with the permission and consent of the co-defendants.

22 12. Plaintiff was employed by Employer Defendant as a Store Manager beginning in or
23 around December, 2021 until the time of her wrongful termination on or about December 22,
24 2022.

25 13. At all times relevant herein, Plaintiff was qualified for and competently performed the
26 position held throughout Plaintiff's employment with Employer Defendant.

27 14. At all times relevant herein, Plaintiff was a female employee and within a class protected
28 by the California Fair Employment & Housing Act ("FEHA").

15. Plaintiff was treated differently in the terms and conditions of Plaintiff's employment substantially due to Plaintiff's sex/gender as female.

16. On a severe and/or pervasive basis starting during Plaintiff's employment with Employer Defendant, Defendants and DOES 1 through 100, and each of them, harassed Plaintiff due to and substantially motivated by Plaintiff's sex/gender as female, and subjected Plaintiff to a hostile work environment through the following actions, among others:

a) On or about November 29, 2022, Plaintiff and two co-workers were subjected to inappropriate actions and comments by Defendant Juan. Defendant Juan came near the female restroom and asked Plaintiff and the two co-workers to "take pictures with him." When they refused, Defendant Juan threatened that "he knew where [Plaintiff] worked if he didn't get paid," threatening and insinuating that Defendant Juan would visit the females again if he was not properly compensated for his work.

b) Plaintiff immediately reported Defendant Juan's inappropriate behavior to Human Resources, providing specific details which included:

Subject: Sexual Assault in Woodland Hills

Message: Please contact me as soon as possible we felt uncomfortable having a person from Maintenance come in and was trying to make us take pictures with him his name is Juan, he was sent from Felipe. This incident happen 11/29 around The Supervisor, myself and a key holder felt uncomfortable.

c) Despite HR Director Michelle Hernandez's ("HR Director Hernandez") assurance that the matter would be investigated, Employer Defendant failed to take any remedial measures.

d) Instead of conducting an investigation regarding Plaintiff's claims, Defendants subjected Plaintiff to adverse employment actions including but not limited to reducing her total compensation, denying her time off requests, denying her benefits, and transferring her schedules to less-desirable shifts, ultimately leading up to her wrongful termination on or about December 22, 2022.

1 e) At least through December 22, 2022, and continuing, Employer Defendant failed
2 and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any
3 capacity or investigate Plaintiff's complaints and take appropriate remedial actions.

4 17. The harassing acts described herein were sufficiently pervasive so as to alter the
5 conditions of employment and created a hostile or abusive working environment.

6 18. At all times relevant herein, Plaintiff believes and further alleges that Defendants and/or
7 its agents/representatives failed to timely, properly, and/or completely investigate, prevent, or
8 remedy the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and
9 condoned the unlawful behavior.

10 19. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as
11 aforesaid, were in violation of Cal. Gov. Code §§ 12940 et seq. Said statutes impose certain
12 duties upon Defendants, and each of them, concerning harassment against persons, such as
13 Plaintiff, on the basis of sex/gender and/or association with/advocacy for those protected. Said
14 statutes were intended to prevent the type of injury and damage herein set forth.

15 20. Prior to the initiation of this lawsuit, Plaintiff filed timely charges and complaints of
16 sex/gender harassment, discrimination, and retaliation with the California Civil Rights Division
17 (CCRD) and has received Notice(s) of Right to Sue in a California Superior Court pursuant to
18 Cal. Gov. Code § 12965(b). Attached hereto and incorporated herein as Exhibit "A" are said
19 Complaints and by reference hereto are made a part hereof. Attached hereto and incorporated
20 herein as Exhibit "B" are said Right to Sue Notices and by reference hereto are made a part
21 hereof. Plaintiff has therefore exhausted Plaintiff's administrative remedies under the Cal. Gov.
22 Code.

23 21. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
24 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
25 internally and/or externally, and suffered, among other things, emotional distress including, but
26 not limited to, shock, pain, discomfort and/or anxiety.

27 22. As a further legal result of the acts and omissions of Defendants and DOES 1 through
28 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is

1 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
2 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
3 will pray leave of court to show the exact amount of said expenses at the time of trial.

4 23. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
5 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
6 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
7 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
8 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
9 court to show the total amount of loss of earnings at the time of trial.

10 24. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
11 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer
12 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
13 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
14 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

15 25. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
16 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
17 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
18 managerial agents and employees of Employer Defendant and DOES 1 through 100, and with
19 the express knowledge, consent, and ratification of managerial agents and employees of
20 Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and
21 exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil
22 Code § 3294(a) and (b).

23 26. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
24 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal.
25 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,
26 medical and related expenses for care and procedures both now and in the future, attorneys' fees,
27 and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court
28 to amend when ascertained.

27. As a result of the harassing acts of Defendants and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in Cal. Gov. Code § 12965(b).

28. The FEHA also provides remedies, including but not limited to, declaratory and injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants' unlawful conduct.

29. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

II.

SECOND CAUSE OF ACTION

For Sex/Gender Discrimination in Employment

[California Government Code §§ 12940 et seq.]

Against Employer Defendant & DOES 1 Through 100, Inclusive

30. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

31. At all times relevant herein, Plaintiff was qualified for and/or competently performed the position(s) held throughout Plaintiff's employment with Employer Defendant.

32. At all times relevant herein, Plaintiff was a female employee and within a class protected by the FEHA.

33. Beginning during Plaintiff's employment with Employer Defendant, as a result of and substantially motivated by Plaintiff's sex/gender as female, Defendants subjected Plaintiff to discriminatory treatment and/or adverse employment actions including, but not limited to the following:

- a) On or about November 29, 2022, Plaintiff and two co-workers were subjected to inappropriate actions and comments by Defendant Juan. Defendant Juan came near the female restroom and asked Plaintiff and the two co-workers to "take pictures with him." When they refused, Defendant Juan threatened that "he knew where [Plaintiff] worked if he didn't get paid," threatening and insinuating that Defendant Juan would visit the females again if he was not properly compensated for his work.

b) Plaintiff immediately reported Defendant Juan's inappropriate behavior to Human Resources, providing specific details which included:

Subject: Sexual Assault in Woodland Hills

Message: Please contact me as soon as possible we felt uncomfortable having a person from Maintenance come in and was trying to make us take pictures with him his name is Juan, he was sent from Felipe. This incident happen 11/29 around The Supervisor, myself and a key holder felt uncomfortable.

c) Despite HR Director Hernandez's assurance that the matter would be investigated, Employer Defendant failed to take any remedial measures.

d) Instead of conducting an investigation regarding Plaintiff's claims, Defendants subjected Plaintiff to adverse employment actions including but not limited to reducing her total compensation, denying her time off requests, denying her benefits, and transferring her schedules to less-desirable shifts, ultimately leading up to her wrongful termination on or about December 22, 2022.

e) At least through December 22, 2022, and continuing, Employer Defendant failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or investigate Plaintiff's complaints and take appropriate remedial actions.

34. The discriminatory acts described herein were sufficiently pervasive so as to alter the conditions of employment and created a hostile or abusive working environment.

35. At all times relevant herein, Plaintiff believes and further alleges that Defendants and/or its agents/representatives failed to timely, properly, and/or completely investigate, prevent, or remedy the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful behavior.

36. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as aforesaid, were in violation of Cal. Gov. Code §§ 12940 et seq. Said statutes impose certain duties upon Defendants, and each of them, concerning harassment against persons, such as

1 Plaintiff, on the basis of sex/gender and/or association with/advocacy for those protected. Said
2 statutes were intended to prevent the type of injury and damage herein set forth.

3 37. Prior to the initiation of this lawsuit, Plaintiff filed timely charges and complaints of
4 sex/gender harassment, discrimination, and retaliation with the CCRD and has received Notice(s)
5 of Right to Sue in a California Superior Court pursuant to Cal. Gov. Code § 12965(b). Attached
6 hereto and incorporated herein as Exhibit "A" are said Complaints and by reference hereto are
7 made a part hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue
8 Notices and by reference hereto are made a part hereof. Plaintiff has therefore exhausted
9 Plaintiff's administrative remedies under the Cal. Gov. Code.

10 38. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
11 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
12 internally and/or externally, and suffered, among other things, emotional distress including, but
13 not limited to, shock, pain, discomfort and/or anxiety.

14 39. As a further legal result of the acts and omissions of Defendants and DOES 1 through
15 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is
16 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
17 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
18 will pray leave of court to show the exact amount of said expenses at the time of trial.

19 40. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
20 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
21 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
22 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
23 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
24 court to show the total amount of loss of earnings at the time of trial.

25 41. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
26 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer
27 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
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1 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
2 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

3 42. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
4 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
5 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
6 managerial agents and employees of Employer Defendant and DOES 1 through 100, and with
7 the express knowledge, consent, and ratification of managerial agents and employees of
8 Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and
9 exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil
10 Code § 3294(a) and (b).

11 43. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
12 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal.
13 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,
14 medical and related expenses for care and procedures both now and in the future, attorneys' fees,
15 and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court
16 to amend when ascertained.

17 44. As a result of the discriminatory acts of Defendants and DOES 1 through 100, and each
18 of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit
19 as specifically provided in Cal. Gov. Code § 12965(b).

20 45. The FEHA also provides remedies, including but not limited to, declaratory and
21 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
22 of Defendants' unlawful conduct.

23 46. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

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For Sex/Gender Retaliation in Employment

Against Employer Defendant & DOES 1 Through 100, Inclusive

48. At all times relevant herein, Plaintiff was qualified for and competently performed the position held throughout Plaintiff's employment with Employer Defendant.

50. Starting during Plaintiff's employment, Defendants and DOES 1 through 100, and each of them, retaliated against Plaintiff, due to and substantially motivated by Plaintiff's sex/gender and/or due to Plaintiff engaging in legally protected activities (complaints/protests), through the following actions, among others:

b) Plaintiff immediately reported Defendant Juan's inappropriate behavior to Human Resources, providing specific details which included:

Message: Please contact me as soon as possible we felt uncomfortable having a person from Maintenance come in and was trying to make us take pictures with him his name is Juan, he was sent from Felipe. This

incident happen 11/29 around The Supervisor, myself and a key holder felt uncomfortable.

c) Despite HR Director Hernandez's assurance that the matter would be investigated, Employer Defendant failed to take any remedial measures.

d) Instead of conducting an investigation regarding Plaintiff's claims, Defendants subjected Plaintiff to adverse employment actions including but not limited to reducing her total compensation, denying her time off requests, denying her benefits, and transferring her schedules to less-desirable shifts, ultimately leading up to her wrongful termination on or about December 22, 2022.

e) At least through December 22, 2022, and continuing, Employer Defendant failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or investigate Plaintiff's complaints and take appropriate remedial actions.

51. The retaliatory acts described herein were sufficiently pervasive so as to alter the conditions of employment and created a hostile or abusive working environment.

52. At all times relevant herein, Plaintiff believes and further alleges that Defendants and/or its agents/representatives failed to timely, properly, and/or completely investigate the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful behavior.

53. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as aforesaid, were in violation of Cal. Gov. Code §§ 12940 et seq. Said statutes impose certain duties upon Defendants concerning retaliation against persons, such as Plaintiff, on the basis of sex/gender and the prohibition of sex/gender retaliation. Said statutes were intended to prevent the type of injury and damage herein set forth.

54. Prior to the initiation of this lawsuit, Plaintiff filed timely charges and complaints of sex/gender harassment, discrimination, and retaliation with the CCRD and has received Notice(s) of Right to Sue in a California Superior Court pursuant to Cal. Gov. Code § 12965(b). Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue

1 Notices and by reference hereto are made a part hereof. Plaintiff has therefore exhausted
2 Plaintiff's administrative remedies under the Cal. Gov. Code.

3 55. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
4 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
5 internally and/or externally, and suffered, among other things, emotional distress including, but
6 not limited to, shock, pain, discomfort and/or anxiety.

7 56. As a further legal result of the acts and omissions of Defendants and DOES 1 through
8 100, and each of them, Plaintiff has been forced to incur expenses for medical care, and/or is
9 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
10 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
11 will pray leave of court to show the exact amount of said expenses at the time of trial.

12 57. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
13 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
14 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
15 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
16 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
17 court to show the total amount of loss of earnings at the time of trial.

18 58. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
19 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer
20 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
21 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
22 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

23 59. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
24 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
25 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
26 managerial agents and employees of Employer Defendant and DOES 1 through 100, and with
27 the express knowledge, consent, and ratification of managerial agents and employees of
28 Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and

exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

60. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal. Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorneys' fees, and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

61. As a result of the retaliatory acts of Defendants and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in Cal. Gov. Code § 12965(b).

62. The FEHA also provides remedies, including but not limited to, declaratory and injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants' unlawful conduct.

63. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

IV.

FOURTH CAUSE OF ACTION

For Actual/Perceived Disability Harassment in Employment

[California Government Code §§ 12940 et seq.]

Against Employer Defendant & DOES 1 Through 100, Only

64. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

65. At all times relevant herein, Plaintiff was qualified for and competently performed the position held throughout Plaintiff's employment with Employer Defendant.

66. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled person within the meaning of Cal. Gov. Code §§ 12926.1(b) et seq., because Plaintiff was a person with an actual, perceived, potentially disabling, and/or potentially disabling in the future

physical/mental disability(s) including, but not limited to COVID-19, and other related disabilities.

67. At all times relevant herein, Plaintiff's impairments affected and/or affect Plaintiff's mental and psychological condition and/or Plaintiff's physical body system, thereby affecting Plaintiff's ability to perform major life activities, such as working.

68. At all times relevant herein, Plaintiff was able to perform the essential functions of Plaintiff's job either with and/or without reasonable accommodations.

69. At least some of Plaintiff's aforesaid disabilities were caused and/or exacerbated by the hostile work environment he was subjected to by Defendants.

70. At all times relevant times herein, Defendants were on notice of Plaintiff's disabilities, need for accommodations, and/or need for legally protected medical leave.

71. On a severe and/or pervasive basis starting during Plaintiff's employment with Employer Defendant, Defendants and DOES 1 through 100, and each of them, harassed Plaintiff due to and substantially motivated by Plaintiff's actual and/or perceived physical disability(s), need for accommodations, and/or need for legally protected medical leave through the following actions, among others:

a) On or about July 11, 2022, Plaintiff received a positive COVID-19 test result. She immediately notified Human Resources and began quarantining to help prevent the spread of COVID-19. In response, HR Director Hernandez egregiously told Plaintiff that a home test was "not a valid form of result that Kids Empire accepts" and that Plaintiff's "absences are not approved until the valid test results/documentation are submitted."

b) On or about December 1, 2022, Plaintiff received another positive COVID-19 test result. She immediately notified Human Resources, stating, "I have all the symptoms and [am] very weak. I will send the results as soon as I receive them." Plaintiff further indicated her desire to return to work stating on December 1, 2022, "I cannot work like this as much I would love to [work] I cannot" and on December 11, 2022, "I no longer have any symptoms. Can I return to work?"

1 c) Despite having notice of Plaintiff's restrictions and desire to return to work,
2 Defendants subjected Plaintiff to adverse employment actions including but not limited to
3 reducing her total compensation, denying her time off requests, denying her benefits, and
4 transferring her schedules to less-desirable shifts, ultimately leading up to her wrongful
5 termination on or about December 22, 2022.

6 d) At least through December 22, 2022, and continuing, Employer Defendant failed
7 and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any
8 capacity or investigate Plaintiff's complaints and take appropriate remedial actions.

9 72. The harassing acts described herein were sufficiently pervasive so as to alter the
10 conditions of employment and created a hostile or abusive working environment.

11 73. At all times relevant herein, Plaintiff believes and further alleges that Defendants and/or
12 its agents/representatives failed to timely, properly, and/or completely investigate, prevent, or
13 remedy the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and
14 condoned the unlawful behavior.

15 74. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as
16 aforesaid, were in violation of Cal. Gov. Code §§ 12940 et seq. Said statutes impose certain
17 duties upon Defendants concerning harassment against persons, such as Plaintiff, on the basis of
18 actual/perceived disabilities and the prohibition of actual/perceived disability harassment. Said
19 statutes were intended to prevent the type of disability and damage herein set forth.

20 75. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named
21 Defendant with the CCRD pursuant to Cal. Gov. Code § 12900 et seq. and has received Right to
22 Sue notices in a California Superior Court pursuant to Cal. Gov. Code § 12965(b). Attached
23 hereto and incorporated herein as Exhibit "A" are said Complaints and by reference hereto are
24 made a part hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue
25 notices and by reference hereto are made a part hereof. Plaintiff has therefore exhausted
26 Plaintiff's administrative remedies under the Cal. Gov. Code.

27 76. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
28 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both

internally and/or externally, and suffered, among other things, emotional distress including, but not limited to, shock, pain, discomfort and/or anxiety.

77. As a further legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff has been forced and/or will be forced to incur expenses for medical care, X-rays, and/or laboratory costs during the period of Plaintiff's disability, and/or is informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

78. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of court to show the total amount of loss of earnings at the time of trial.

79. As a further direct and legal result of the acts and conduct of Defendants and DOES 1 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and permanent emotional and/or mental distress and/or anguish, humiliation, embarrassment, fright, shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

80. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Employer Defendant and DOES 1 through 100, and with the express knowledge, consent, and/or ratification of managerial agents and employees of Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

81. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal. Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorneys' fees, and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

82. As a result of the harassing acts of Defendants and DOES 1 through 100, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in Cal. Gov. Code § 12965(b).

83. The FEHA also provides remedies, including but not limited to, declaratory and injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants' unlawful conduct.

84. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

V.

FIFTH CAUSE OF ACTION

For Actual/Perceived Disability Discrimination in Employment

[California Government Code §§ 12940 et seq.]

Against Employer Defendant & DOES 1 Through 100, Only

85. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

86. At all times relevant herein, Plaintiff was qualified for and competently performed the position held throughout Plaintiff's employment with Employer Defendant.

87. At all times relevant, Plaintiff was an actual, perceived, and/or potentially disabled person within the meaning of Cal. Gov. Code §§ 12926.1(b) et seq., because Plaintiff was a person with an actual, perceived, potentially disabling, and/or potentially disabling in the future physical/mental disability(s) including, but not limited to COVID-19, and other related disabilities.

1 88. At all times relevant herein, Plaintiff's impairments affected and/or affect Plaintiff's
2 mental and psychological condition and/or Plaintiff's physical body system, thereby affecting
3 Plaintiff's ability to perform major life activities, such as working.

4 89. At all times relevant herein, Plaintiff was able to perform the essential functions of
5 Plaintiff's job either with and/or without reasonable accommodations.

6 90. At least some of Plaintiff's aforesaid disabilities were caused and/or exacerbated by the
7 hostile work environment he was subjected to by Defendants.

8 91. At all times relevant times herein, Defendants were on notice of Plaintiff's disabilities,
9 need for accommodations, and/or need for legally protected medical leave.

10 92. Starting during Plaintiff's employment, as a result of and substantially motivated by
11 Plaintiff's actual/perceived disabilities, need for accommodations, and/or need for protected
12 finite leave, Defendants and DOES 1 through 100, and each of them, subjected Plaintiff to
13 discriminatory treatment and/or adverse employment actions, including but not limited to the
14 following:

15 a) On or about July 11, 2022, Plaintiff received a positive COVID-19 test result. She
16 immediately notified Human Resources and began quarantining to help prevent the
17 spread of COVID-19. In response, HR Director Hernandez egregiously told Plaintiff that
18 a home test was "not a valid form of result that Kids Empire accepts" and that Plaintiff's
19 "absences are not approved until the valid test results/documentation are submitted."

20 b) On or about December 1, 2022, Plaintiff received another positive COVID-19 test
21 result. She immediately notified Human Resources, stating, "I have all the symptoms and
22 [am] very weak. I will send the results as soon as I receive them." Plaintiff further
23 indicated her desire to return to work stating on December 1, 2022, "I cannot work like
24 this as much I would love to [work] I cannot" and on December 11, 2022, "I no longer
25 have any symptoms. Can I return to work?"

26 c) Despite having notice of Plaintiff's restrictions and desire to return to work,
27 Defendants subjected Plaintiff to adverse employment actions including but not limited to
28 reducing her total compensation, denying her time off requests, denying her benefits, and

transferring her schedules to less-desirable shifts, ultimately leading up to her wrongful termination on or about December 22, 2022.

d) At least through December 22, 2022, and continuing, Employer Defendant failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or investigate Plaintiff's complaints and take appropriate remedial actions.

93. The discriminatory acts described herein were sufficiently pervasive so as to alter the conditions of employment and created a hostile or abusive working environment.

94. At all times relevant herein, Plaintiff believes and further alleges that Defendants and/or its agents/representatives failed to timely, properly, and/or completely investigate, prevent, or remedy the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful behavior.

95. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as aforesaid, were in violation of Cal. Gov. Code §§ 12940 et seq. Said statutes impose certain duties upon Defendants concerning discrimination against persons, such as Plaintiff, on the basis of disabilities and the prohibition of disability discrimination. Said statutes were intended to prevent the type of injury and damage herein set forth.

96. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named Defendant with the CCRD pursuant to Cal. Gov. Code § 12900 et seq. and has received Right to Sue notices in a California Superior Court pursuant to Cal. Gov. Code § 12965(b). Attached hereto and incorporated herein as Exhibit "A" are said Complaints and by reference hereto are made a part hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue notices and by reference hereto are made a part hereof. Plaintiff has therefore exhausted Plaintiff's administrative remedies under the Cal. Gov. Code.

97. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or externally, and suffered, among other things, emotional distress including, but not limited to, shock, pain, discomfort and/or anxiety.

1 98. As a further legal result of the acts and omissions of Defendants and DOES 1 through
2 100, and each of them, Plaintiff has been forced and/or will be forced to incur expenses for
3 medical care, X-rays, and/or laboratory costs during the period of Plaintiff's disability, and/or is
4 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
5 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
6 will pray leave of court to show the exact amount of said expenses at the time of trial.

7 99. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
8 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
9 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
10 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
11 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
12 court to show the total amount of loss of earnings at the time of trial.

13 100. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
14 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and
15 permanent emotional and/or mental distress and/or anguish, humiliation, embarrassment, fright,
16 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
17 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

18 101. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
19 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
20 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
21 managerial agents and employees of Employer Defendant and DOES 1 through 100, and with
22 the express knowledge, consent, and/or ratification of managerial agents and employees of
23 Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and
24 exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil
25 Code § 3294(a) and (b).

26 102. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
27 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal.
28 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,

1 medical and related expenses for care and procedures both now and in the future, attorneys' fees,
2 and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court
3 to amend when ascertained.

4 103. As a result of the discriminatory acts of Defendants and DOES 1 through 100, as alleged
5 herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically
6 provided in Cal. Gov. Code § 12965(b).

7 104. The FEHA also provides remedies, including but not limited to, declaratory and
8 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
9 of Defendants' unlawful conduct.

10 105. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

11 **VI.**

12 **SIXTH CAUSE OF ACTION**

13 **For Actual/Perceived Disability Retaliation in Employment**

14 **[California Government Code §§ 12940 et seq.]**

15 **Against Employer Defendant & DOES 1 Through 100, Only**

16 106. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
17 Complaint as though duly set forth in full herein.

18 107. At all times relevant herein, Plaintiff was qualified for and competently performed the
19 position held throughout Plaintiff's employment with Employer Defendant.

20 108. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled
21 person within the meaning of Cal. Gov. Code §§ 12926.1(b) et seq., because Plaintiff was a
22 person with an actual, perceived, potentially disabling, and/or potentially disabling in the future
23 physical/mental disability(s) including, but not limited to COVID-19, and other related
24 disabilities.

25 109. Plaintiff's impairments affect Plaintiff's musculoskeletal body system and ability to
26 perform major life activities, such as working.

27 110. At all times relevant herein, Plaintiff was able to perform the essential functions of
28 Plaintiff's job either with and/or without reasonable accommodations.

111. At least some of Plaintiff's aforesaid disabilities were caused and/or exacerbated by the hostile work environment he was subjected to by Defendants.

112. At all times relevant times herein, Defendants were on notice of Plaintiff's disabilities, need for accommodations, and/or need for legally protected medical leave.

113. Starting during Plaintiff's employment, Defendants and DOES 1 through 100, and each of them, retaliated against Plaintiff, due to and substantially motivated by Plaintiff's actual/perceived disability(s), requesting accommodations, or protected finite leave, and/or due to Plaintiff engaging in legally protected activities (complaints/protests), through the following actions, among others:

a) On or about July 11, 2022, Plaintiff received a positive COVID-19 test result. She immediately notified Human Resources and began quarantining to help prevent the spread of COVID-19. In response, HR Director Hernandez egregiously told Plaintiff that a home test was "not a valid form of result that Kids Empire accepts" and that Plaintiff's "absences are not approved until the valid test results/documentation are submitted."

b) On or about December 1, 2022, Plaintiff received another positive COVID-19 test result. She immediately notified Human Resources, stating, "I have all the symptoms and [am] very weak. I will send the results as soon as I receive them." Plaintiff further indicated her desire to return to work stating on December 1, 2022, "I cannot work like this as much I would love to [work] I cannot" and on December 11, 2022, "I no longer have any symptoms. Can I return to work?"

c) Despite having notice of Plaintiff's restrictions and desire to return to work, Defendants subjected Plaintiff to adverse employment actions including but not limited to reducing her total compensation, denying her time off requests, denying her benefits, and transferring her schedules to less-desirable shifts, ultimately leading up to her wrongful termination on or about December 22, 2022.

d) At least through December 22, 2022, and continuing, Employer Defendant failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any capacity or investigate Plaintiff's complaints and take appropriate remedial actions.

1 114. The retaliatory acts described herein were sufficiently pervasive so as to alter the
2 conditions of employment and created a hostile or abusive working environment.

3 115. At all times relevant herein, Plaintiff believes and further alleges that Defendants and/or
4 its agents/representatives failed to timely, properly, and/or completely investigate the unlawful
5 conduct Plaintiff was routinely subjected to, and instead ratified and condoned the unlawful
6 behavior.

7 116. The acts and conduct of Defendants and DOES 1 through 100, and each of them, as
8 aforesaid, were in violation of Cal. Gov. Code §§ 12940 et seq. Said statutes impose certain
9 duties upon Defendants, and each of them, concerning retaliation against persons, such as
10 Plaintiff, on the basis of disabilities and the prohibition of actual/perceived disability retaliation.
11 Said statutes were intended to prevent the type of injury and damage herein set forth.

12 117. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named
13 Defendant with the CCRD pursuant to Cal. Gov. Code § 12900 et seq. and has received Right to
14 Sue notices in a California Superior Court pursuant to Cal. Gov. Code § 12965(b). Attached
15 hereto and incorporated herein as Exhibit “A” are said Complaints and by reference hereto are
16 made a part hereof. Attached hereto and incorporated herein as Exhibit “B” are said Right to Sue
17 notices and by reference hereto are made a part hereof. Plaintiff has therefore exhausted
18 Plaintiff’s administrative remedies under the Cal. Gov. Code.

19 118. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
20 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
21 internally and/or externally, and suffered, among other things, emotional distress including, but
22 not limited to, shock, pain, discomfort and/or anxiety.

23 119. As a further legal result of the acts and omissions of Defendants and DOES 1 through
24 100, Plaintiff has been forced and/or will be forced to incur expenses for medical care, X-rays,
25 and/or laboratory costs during the period of Plaintiff’s disability, and/or is informed and believes,
26 and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the
27 same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to
28 show the exact amount of said expenses at the time of trial.

1 120. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
2 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
3 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
4 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
5 Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of
6 court to show the total amount of loss of earnings at the time of trial.

7 121. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
8 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and
9 permanent emotional and/or mental distress and/or anguish, humiliation, embarrassment, fright,
10 shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
11 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

12 122. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
13 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
14 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
15 managerial agents and employees of Employer Defendant and DOES 1 through 100, and with
16 the express knowledge, consent, and ratification of managerial agents and employees of
17 Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and
18 exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil
19 Code § 3294(a) and (b).

20 123. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
21 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal.
22 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,
23 medical and related expenses for care and procedures both now and in the future, attorneys' fees,
24 and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court
25 to amend when ascertained.

26 124. As a result of the retaliatory acts of Defendants and DOES 1 through 100, and each of
27 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
28 specifically provided in Cal. Gov. Code § 12965(b).

1 125. The FEHA also provides remedies, including but not limited to, declaratory and
2 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
3 of Defendants' unlawful conduct.

4 126. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

5 **VII.**

6 **SEVENTH CAUSE OF ACTION**

7 **Failure to Engage in the Mandatory Good-Faith Interactive Process**

8 **[California Government Code § 12940 et seq.]**

9 **Against Employer Defendant & DOES 1 Through 100, Only**

10 127. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
11 Complaint as though duly set forth in full herein.

12 128. At all times relevant herein, Plaintiff was qualified for and competently performed the
13 position held throughout Plaintiff's employment with Employer Defendant.

14 129. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled
15 person within the meaning of Cal. Gov. Code §§ 12926.1(b) et seq., because Plaintiff was a
16 person with an actual, perceived, potentially disabling, and/or potentially disabling in the future
17 physical/mental disability(s) including, but not limited to COVID-19, and other related
18 disabilities.

19 130. At all times relevant herein, Plaintiff's impairments affected and/or affect Plaintiff's
20 mental and psychological condition and/or Plaintiff's physical body system, thereby affecting
21 Plaintiff's ability to perform major life activities, such as working.

22 131. Plaintiff is informed, believes, and herein alleges Employer Defendant was an
23 "employer" pursuant to Cal. Gov. Code §§ 12900 et seq. and therefore a covered entity.

24 132. Defendants employed at least five employees during all relevant time periods of
25 Plaintiff's employment.

26 133. At all times relevant herein, Plaintiff was an employee of Employer Defendant.

1 134. Pursuant to Cal. Code of Regs. § 11069(b)(2), an employer or other covered entity shall
2 initiate an interactive process when the employer or other covered entity otherwise becomes
3 aware of the need for an accommodation through a third party or by observation.

4 135. At all times relevant herein, Employer Defendant was aware and/or had notice of
5 Plaintiff's disabilities and/or need for accommodations pursuant to Cal. Code of Regs. §
6 11069(b)(2).

7 136. At all times relevant herein, Employer Defendant failed to engage in a good-faith
8 interactive process with Plaintiff to determine whether it would be possible to provide reasonable
9 accommodations as required by Cal. Gov. Code § 12940.

10 137. California Gov. Code § 12940 generally provides that it is an unlawful employment
11 practice for an employer or other entity covered by the FEHA to fail to engage in a timely, good-
12 faith, interactive process with the employee to determine effective reasonable accommodations,
13 if any, for an employee with a known physical or mental disability or known medical condition.

14 138. However, despite its duty to do so, Employer Defendant failed to timely initiate and
15 thereafter participate in a good-faith interactive process with Plaintiff to determine whether
16 reasonable accommodations could be made.

17 139. At all times relevant herein, Plaintiff was willing to participate in an interactive process
18 to determine whether reasonable accommodations could be made.

19 140. In doing the acts alleged herein, Employer Defendant and DOES 1 through 100, and each
20 of them, were substantially motivated by Plaintiff's actual/perceived disabilities, need for
21 accommodations, and/or need for legally protected finite medical leave.

22 141. Employer Defendant's failure to engage in a good-faith interactive process was a
23 substantial factor in causing Plaintiff's harm.

24 142. At all times relevant herein, Plaintiff believes and further alleges that Defendants and/or
25 its agents/representatives failed to timely, properly, and/or completely investigate, prevent, or
26 remedy the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and
27 condoned the unlawful behavior.

1 143. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named
2 Defendant with the CCRD pursuant to Cal. Gov. Code § 12900 et seq. and has received Right to
3 Sue notices in a California Superior Court pursuant to Cal. Gov. Code § 12965(b). Attached
4 hereto and incorporated herein as Exhibit “A” are said Complaints and by reference hereto are
5 made a part hereof. Attached hereto and incorporated herein as Exhibit “B” are said Right to Sue
6 notices and by reference hereto are made a part hereof. Plaintiff has therefore exhausted
7 Plaintiff’s administrative remedies under the Cal. Gov. Code.

8 144. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through
9 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both
10 internally and/or externally, and suffered, among other things, emotional distress including, but
11 not limited to, shock, pain, discomfort and/or anxiety.

12 145. As a further legal result of the acts and omissions of Defendants and DOES 1 through
13 100, and each of them, Plaintiff has been forced and/or will be forced to incur expenses for
14 medical care, X-rays, and/or laboratory costs during the period of Plaintiff’s disability, and is
15 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
16 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
17 will pray leave of court to show the exact amount of said expenses at the time of trial.

18 146. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
19 said incidents has been unable to engage fully in Plaintiff’s occupation, and/or is informed and
20 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
21 unable to perform Plaintiff’s usual work for an indefinite period of time in the future, all to
22 Plaintiff’s damage in an amount which is at present unascertained. Plaintiff will pray leave of
23 court to show the total amount of loss of earnings at the time of trial.

24 147. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
25 through 100, and each of them, Plaintiff has been caused, and did suffer, and continues to suffer
26 severe and permanent emotional and mental distress and anguish, humiliation, embarrassment,
27 fright, shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is
28

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

3 148. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
4 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
5 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
6 managerial agents and employees of Employer Defendant and DOES 1 through 100, and with
7 the express knowledge, consent, and/or ratification of managerial agents and employees of
8 Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and
9 exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil
10 Code § 3294(a) and (b).

11 149. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
12 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal.
13 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,
14 medical and related expenses for care and procedures both now and in the future, attorney's fees,
15 and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court
16 to amend when ascertained.

17 150. As a result of Defendants' failure to initiate and participate in the good-faith interactive
18 process, as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs of said suit
19 as specifically provided in Cal. Gov. Code § 12965(b).

20 151. The FEHA also provides remedies, including but not limited to, declaratory and
21 injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result
22 of Defendants' unlawful conduct.

23 152. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

24 ///

25 ///

26 ///

VIII.

EIGHTH CAUSE OF ACTION

Failure to Provide Reasonable Accommodations

[California Government Code § 12940 et seq.]

Against Employer Defendant & DOES 1 Through 100, Only

153. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

154. At all times relevant herein, Plaintiff was qualified for and competently performed the position held throughout Plaintiff's employment with Employer Defendant.

155. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled person within the meaning of Cal. Gov. Code §§ 12926.1(b) et seq., because Plaintiff was a person with an actual, perceived, potentially disabling, and/or potentially disabling in the future physical/mental disability(s) including, but not limited to COVID-19, and other related disabilities.

156. At all times relevant herein, Plaintiff's impairments affected and/or affect Plaintiff's mental and psychological condition and/or Plaintiff's physical body system, thereby affecting Plaintiff's ability to perform major life activities, such as working.

157. Plaintiff is informed, believes, and herein alleges Employer Defendant was an "employer" pursuant to Cal. Gov. Code §§ 12900 et seq. and therefore a covered entity.

158. Defendants employed at least five employees during all relevant time periods of Plaintiff's employment.

159. At all times relevant herein, Plaintiff was an employee of Employer Defendant.

160. Pursuant to Cal. Code of Regs. § 11069(b)(2), an employer or other covered entity shall initiate an interactive process when the employer or other covered entity otherwise becomes aware of the need for an accommodation through a third party or by observation.

161. At all times relevant herein, Employer Defendant was aware and/or had notice of Plaintiff's disabilities and/or need for accommodations pursuant to Cal. Code of Regs. § 11069(b)(2).

1 162. At all times relevant herein, Employer Defendant failed to engage in a good-faith
2 interactive process with Plaintiff to determine whether it would be possible to provide reasonable
3 accommodations as required by Cal. Gov. Code § 12940.

4 163. California Gov. Code § 12940 generally provides that it is an unlawful employment
5 practice for an employer or other entity covered by the FEHA to fail to engage in a timely, good-
6 faith, interactive process with the employee to determine effective reasonable accommodations,
7 if any, for an employee with a known physical or mental disability or known medical condition.

8 164. However, despite its duty to do so, Employer Defendant failed to timely initiate and
9 thereafter participate in a good-faith interactive process with Plaintiff to determine whether
10 reasonable accommodations could be made.

11 165. At all times relevant herein, Plaintiff was willing to participate in an interactive process
12 to determine whether reasonable accommodations could be made.

13 166. In doing the acts alleged herein, Employer Defendant and DOES 1 through 100, and each
14 of them, were substantially motivated by Plaintiff's actual/perceived disabilities, need for
15 accommodations, and/or need for legally protected finite medical leave.

16 167. Employer Defendant's failure to engage in a good-faith interactive process was a
17 substantial factor in causing Plaintiff's harm.

18 168. At all times relevant herein, Plaintiff believes and further alleges that Defendants and/or
19 its agents/representatives failed to timely, properly, and/or completely investigate, prevent, or
20 remedy the unlawful conduct Plaintiff was routinely subjected to, and instead ratified and
21 condoned the unlawful behavior.

22 169. Prior to the initiation of this lawsuit, Plaintiff filed a timely complaint against each named
23 Defendant with the CCRD pursuant to Cal. Gov. Code § 12900 et seq. and has received Right to
24 Sue notices in a California Superior Court pursuant to Cal. Gov. Code § 12965(b). Attached
25 hereto and incorporated herein as Exhibit "A" are said Complaints and by reference hereto are
26 made a part hereof. Attached hereto and incorporated herein as Exhibit "B" are said Right to Sue
27 notices and by reference hereto are made a part hereof. Plaintiff has therefore exhausted
28 Plaintiff's administrative remedies under the Cal. Gov. Code.

170. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or externally, and suffered, among other things, emotional distress including, but not limited to, shock, pain, discomfort and/or anxiety.

171. As a further legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff has been forced and/or will be forced to incur expenses for medical care, X-rays, and/or laboratory costs during the period of Plaintiff's disability, and is informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

172. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to Plaintiff's damage in an amount which is at present unascertained. Plaintiff will pray leave of court to show the total amount of loss of earnings at the time of trial.

173. As a further direct and legal result of the acts and conduct of Defendants and DOES 1 through 100, and each of them, Plaintiff has been caused, and did suffer, and continues to suffer severe and permanent emotional and mental distress and anguish, humiliation, embarrassment, fright, shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

174. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Employer Defendant and DOES 1 through 100, and with the express knowledge, consent, and/or ratification of managerial agents and employees of Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and

exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

175. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal. Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorney's fees, and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

176. As a result of Defendants' failure to initiate and participate in the good-faith interactive process, as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs of said suit as specifically provided in Cal. Gov. Code § 12965(b).

177. The FEHA also provides remedies, including but not limited to, declaratory and injunctive relief. As such, Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants' unlawful conduct.

178. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

IX.

NINTH CAUSE OF ACTION

For Whistleblower Violations

[California Labor Code § 1102.5]

Against Employer Defendant & DOES 1 Through 100, Only

179. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as though duly set forth in full herein.

180. Defendants retaliated against Plaintiff for blowing the whistle/complaining about/protesting against Defendants' unlawful activities, including but not limited to Defendants' harassment, discrimination, and retaliation against Plaintiff due to Plaintiff's sex/gender as well as actual/perceived disability(ies); failure to pay wages; failure to reimburse necessary business expenditures; and for providing an unsafe workplace, where Plaintiff had reasonable cause to believe Plaintiff's employer was violating the law.

181. It is a violation of the California whistleblower statute, Cal. Labor Code § 1102.5, and public policy to unlawfully retaliate/punish/discharge or deny opportunities to an employee for refusing to violate the law and/or for protesting unlawful activities to a government agency or his/her employer.

182. Plaintiff was a whistleblower pursuant to Cal. Labor Code § 1102.5, as Plaintiff engaged in the following protected activities, among others:

a) Plaintiff complained to Employer Defendant and its relevant managers and supervisors, including HR Director Hernandez and HR Specialist Wendy Zuniga (“HR Specialist Zuniga”), who had authority over Plaintiff and/or authority to investigate, discover, or correct the violation or noncompliance of the following, among others: Defendants’ harassment, discrimination, and retaliation against Plaintiff due to her sex/gender as well as Plaintiff’s actual/perceived disability(ies); failure to pay wages; and for providing an unsafe workplace.

b) Plaintiff protested Defendants’ business practice of failing to reimburse its employees for expenses incurred as a result of performing mandatory job duties.

183. However, as a direct result of Plaintiff engaging in legally protected activity and complaining about and protesting against the aforesaid violations of law (or Plaintiff’s reasonable belief that laws were being violated), Defendants retaliated against Plaintiff through the following actions, among others:

a) Treating Plaintiff differently, disparately, and negatively because of her complaints, reducing Plaintiff’s total compensation, denying Plaintiff’s time off requests, denying Plaintiff benefits, denying Plaintiff opportunities, unfairly disciplining Plaintiff, overly monitoring and scrutinizing Plaintiff, and transferring Plaintiff’s schedules to less-desirable shifts.

b) Ultimately, Plaintiff was wrongfully terminated by Employer Defendant due to her complaints regarding Defendants’ unlawful activity.

c) At least through December 22, 2022, and continuing, Employer Defendant failed and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any

capacity or investigate Plaintiff's complaints and take appropriate remedial actions, despite Plaintiff's requests.

184. California Labor Code § 1102.5 declares:

(a) An employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

(b) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

(c) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

185. Employer Defendant violated Cal. Labor Code § 1102.5(a) as it made, adopted, and enforced rules, regulation and policies preventing Plaintiff from disclosing information to government and law enforcement agency, or to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, where Plaintiff had reasonable cause to believe Plaintiff's employer was violating the law.

186. Employer Defendant violated Cal. Labor Code § 1102.5(b) as it retaliated against Plaintiff for protesting Defendants' unlawful actions to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the

violation or noncompliance, because Employer Defendant felt Plaintiff may complain to a government or law enforcement agency or to a person with authority over the employee.

187. Plaintiff was retaliated against through the aforesaid acts by Employer Defendant at least in part because of Plaintiff's refusal to participate in an activity that would result in a violation of state or federal statutes (or Plaintiff reasonably believed to be in violation). Employer Defendant was thus in violation of Cal. Labor Code § 1102.5(c).

188. When Plaintiff was subjected to the adverse employment actions identified above, Employer Defendant and DOES 1 through 100, and each of them, were substantially motivated by Plaintiff's complaints of violations of state and/or federal law (or Plaintiff's reasonable belief that a law(s) was being violated), and said complaints were substantial motivating factors and/or reasons in the decision to subject Plaintiff to the aforesaid retaliatory, adverse employment actions, in violation of Cal. Labor Code § 1102.5.

189. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or externally, and suffered, among other things, emotional distress including, but not limited to, shock, pain, discomfort and/or anxiety.

190. As a further legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff has been forced and/or will be forced to incur expenses for medical care, X-rays, and/or laboratory costs during the period of Plaintiff's disability, and is informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

191. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to Plaintiff's damages in an amount which is at present unascertained. Plaintiff will pray leave of court to show the total amount of loss of earnings at the time of trial.

192. As a further direct and legal result of the acts and conduct of Defendants and DOES 1 through 100, and each of them, Plaintiff has been caused, and did suffer, and continues to suffer severe and permanent emotional and mental distress and anguish, humiliation, embarrassment, fright, shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

193. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Employer Defendant and DOES 1 through 100, and with the express knowledge, consent, and/or ratification of managerial agents and employees of Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

194. Plaintiff is entitled to a civil penalty up to ten thousand dollars (\$10,000) for each violation of Cal. Lab. Code § 1102.5.

195. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal. Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorney's fees, and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

196. As a result of the unlawful acts of Defendants and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in Cal. Code of Civil Procedure § 1021.5. Plaintiff's action enforces important rights affecting the public interest by bringing forth this lawsuit to ensure Defendants refrain from unlawfully retaliating against employees for blowing the whistle, thereby conferring a significant benefit on the general public's health and well-being as a result. The necessity and

1 financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to
2 reasonable attorneys' fees and costs under Cal. Code of Civil Procedure § 1021.5.

3 197. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

4 X.

5 **TENTH CAUSE OF ACTION**

6 **For Unsafe Workplace Violations**

7 **[California Labor Code §§ 6300 et seq. and 6400 et seq.]**

8 **Against Employer Defendant & DOES 1 Through 100, Only**

9 198. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as
10 though duly set forth in full herein.

11 199. Defendants maintained and/or forced Plaintiff to work in an unsafe workplace, in which
12 Plaintiff's health, life, safety, security, and well-being were at risk due to the various conduct
13 directed towards Plaintiff including, among others:

14 a) On or about November 29, 2022, Plaintiff and two co-workers were subjected to
15 inappropriate actions and comments by Defendant Juan. Defendant Juan came near the
16 female restroom and asked Plaintiff and the two co-workers to "take pictures with him."
17 When they refused, Defendant Juan threatened that "he knew where [Plaintiff] worked if
18 he didn't get paid," threatening and insinuating that Defendant Juan would visit the
19 females again if he was not properly compensated for his work.

20 b) Plaintiff immediately reported Defendant Juan's inappropriate behavior to Human
21 Resources, providing specific details which included:

22 Subject: Sexual Assault in Woodland Hills

23 Message: Please contact me as soon as possible we felt uncomfortable
24 having a person from Maintenance come in and was trying to make us
25 take pictures with him his name is Juan, he was sent from Felipe. This
26 incident happen 11/29 around The Supervisor, myself and a key holder felt
27 uncomfortable.
28

1 c) Despite HR Director Michelle Hernandez's ("HR Director Hernandez") assurance
2 that the matter would be investigated, Employer Defendant failed to take any remedial
3 measures.

4 d) Instead of conducting an investigation regarding Plaintiff's claims, Defendants
5 subjected Plaintiff to adverse employment actions including but not limited to reducing
6 her total compensation, denying her time off requests, denying her benefits, and
7 transferring her schedules to less-desirable shifts, ultimately leading up to her wrongful
8 termination on or about December 22, 2022.

9 e) At least through December 22, 2022, and continuing, Employer Defendant failed
10 and/or refused to rehire/reinstate Plaintiff and/or offer Plaintiff employment in any
11 capacity or investigate Plaintiff's complaints and take appropriate remedial actions.

12 200. Although Plaintiff complained regarding the aforesaid unlawful actions, nothing was
13 done to remedy the situation.

14 201. At all times herein mentioned, the public policy of the State of California, as codified,
15 expressed and mandated in Cal. Labor Code §§ 6300 et seq. requires all employers take
16 reasonable steps to provide a safe and secure workplace and to adopt safe practices and
17 procedures.

18 202. As alleged herein, the unlawful conduct of Defendants, as aforementioned, forced
19 Plaintiff to work in an unsafe workplace in which Plaintiff's safety and well-being were in
20 jeopardy.

21 203. Plaintiff was subsequently retaliated against and wrongfully terminated from Plaintiff's
22 employment on or about December 22, 2022 due, at least in part, to Plaintiff's complaints and
23 protests against the unsafe workplace Plaintiff was subjected to, in direct violation of Cal. Labor
24 Code § 6310, which generally declares:

25 Any employee who is discharged, threatened with discharge, demoted, suspended,
26 or in any other manner discriminated against in the terms and conditions of
27 employment by his or her employer because the employee has made a bona fide
28 oral or written complaint to the division, other governmental agencies having
statutory responsibility for or assisting the division with reference to employee
safety or health, his or her employer, or his or her representative, of unsafe
working conditions, or work practices, in his or her employment or place of

employment, or has participated in an employer-employee occupational health and safety committee, shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer. Any employer who willfully refuses to rehire, promote, or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by law, is guilty of a misdemeanor.

204. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or externally, and suffered, among other things, emotional distress including, but not limited to, shock, pain, discomfort and/or anxiety.

205. As a further legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff has been forced and/or will be forced to incur expenses for medical care, X-rays, and/or laboratory costs during the period of Plaintiff's disability, and/or is informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

206. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to Plaintiff's damages in an amount which is at present unascertained. Plaintiff will pray leave of court to show the total amount of loss of earnings at the time of trial.

207. As a further direct and legal result of the acts and conduct of Defendants and DOES 1 through 100, Plaintiff has been caused, and did suffer, and continues to suffer severe and permanent emotional and/or mental distress and/or anguish, humiliation, embarrassment, fright, shock, pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

208. Defendants failed to investigate Plaintiff's complaints about and protests against the unsafe workplace. Instead, Defendants knowingly maintained, ratified, and condoned the unsafe workplace.

1 209. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
2 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
3 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
4 managerial agents and employees of Employer Defendant and DOES 1 through 100, and with
5 the express knowledge, consent, and/or ratification of managerial agents and employees of
6 Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and
7 exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil
8 Code § 3294(a) and (b).

9 210. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
10 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal.
11 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,
12 medical and related expenses for care and procedures both now and in the future, attorneys' fees,
13 and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court
14 to amend when ascertained.

15 211. As a result of the aforesaid acts of Defendants and DOES 1 through 100, and each of
16 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
17 specifically provided in Cal. Code of Civil Procedure § 1021.5. Plaintiff's action enforces
18 important rights affecting the public interest by bringing forth this lawsuit to ensure Employer
19 Defendant, as employers, take reasonable steps to provide a safe and secure workplace and to
20 adopt safe practices and procedures, thereby conferring a significant benefit on the general
21 public's health and well-being as a result. The necessity and financial burden of this private
22 enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys' fees and
23 costs under Cal. Code of Civil Procedure § 1021.5.

24 212. As a result of the acts of Defendants DOES 1 through 100, and each of them, as alleged
25 herein, Plaintiff is entitled to damages, wages, and/or civil penalties as specifically provided by
26 Cal. Labor Code §§ 6300, 6310, 6400, 6427, and 6428 et seq.

27 213. Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants'
28 unlawful conduct.

214. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

XI.

ELEVENTH CAUSE OF ACTION

Failure to Pay Wages

[California Labor Code § 201]

Against Employer Defendant & DOES 1 Through 100, Only

215. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as though duly set forth in full herein.

216. Throughout Plaintiff's employment, Plaintiff protested Employer Defendant's continuous practice of violating the California Labor Code by failing to properly pay her wages based on her exempt, salaried employee status. Indeed, the Company further ignored Ms. Alfaro's numerous requests for copies of the Company's employee handbook and policies.

217. By way of example, Plaintiff's written requests to Human Resources included, but are not limited to, the following:

a) On or about February 13, 2022, Plaintiff reported, "I am following up on how the salary works here in this company. I worked more than 74 hours these two weeks and I'm my paycheck it only says 74. I would like to know why I am missing the hours on my paycheck I work from home replying to staff and I get phone calls from work as well and I am not getting paid for the hours worked? I would really like to know, What's going on?"

b) On or about April 27, 2022, Plaintiff reported, "I have attached pictures of my actual hours compared to my paid hours. Can you please assist me with the time I was not paid for?"

c) On or about July 29, 2022, Plaintiff reported, "I have reviewed my paycheck and was not paid my salary, is there a reason I have not been paid? I would like to request what the Company views how salary is used. I was also not paid for some hours I worked throughout my leave. I was in the chat a lot and was able to make the schedule during that time."

1 d) On or about August 26, 2022, Plaintiff reported, "I have had several issues with
2 my pay. I am salary and again my paycheck does not show the 80 hours. As a salary
3 employee my rate does not change so is there a reason why there is many mistakes?"

4 e) On or about August 26, 2022, Plaintiff reported, "Please send me the handbook of
5 how salary is viewed in the company because I do not just work on the clock I also work
6 off the clock. I asked for [the handbook] before and never received one. I have also been
7 paid for days off before, I do not understand what changed this time around please send
8 me the handbook at your earliest convenience. I also want to verify the amount that is
9 being exchanged for work hourly."

10 f) On or about August 31, 2022, Plaintiff reported, "I am following up with the retro
11 pay, my hourly pay that was completely wrong this period, and my missing hours from
12 this period."

13 g) On or about September 9, 2022, Plaintiff reported, "I just checked my paycheck I
14 am still missing money from my hourly from last paycheck which would be roughly
15 close to \$300 dollars besides the 8 hours missing."

16 h) Despite her numerous complaints, the Company continued to improperly deduct
17 from Plaintiff's wages, asked for "proof" that she worked from home, and failed to
18 reimburse her for using her personal cell phone to conduct work-related calls. By way of
19 example, on or about August 26, 2022, HR Specialist Zuniga egregiously informed
20 Plaintiff, "As a salary employee you are required to work your 5 days a week at a
21 minimum of 40 hrs for the work week... On the days that you were off do you have
22 documentation confirming that you worked, answering phone calls, emails?"

23 218. Employer Defendant's violation of this Labor Code was intentional.

24 219. As a direct result of the conduct, act and omissions of Defendants and DOES 1 through
25 100, and each of them, Plaintiff has been harmed and damaged in an amount to be shown at the
26 time of trial, together with prejudgment interest thereon from the time owed until paid, all within
27 an amount within the jurisdictional limits of this Court.

28 220. Plaintiff is entitled to all penalties provided by Cal. Labor Code § 203, among others.

221. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Employer Defendant and DOES 1 through 100, and with the express knowledge, consent, and ratification of managerial agents and employees of Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

222. As a result of the unlawful acts of Defendants and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in Cal. Code of Civil Procedure § 1021.5. Plaintiff's action enforces important rights affecting the public interest by bringing forth this lawsuit to ensure Defendants refrain from failing to properly compensate their employees, thereby conferring a significant benefit on the general public's health and well-being as a result. The necessity and financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys' fees and costs under Cal. Code of Civil Procedure § 1021.5.

223. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

XII.

TWELFTH CAUSE OF ACTION

For Failure to Reimburse

[California Labor Code § 2802 et seq.)

Against Employer Defendant & DOES 1 Through 100, Only

224. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as though duly set forth in full herein.

225. Plaintiff incurred out-of-pocket work-related expenses as a direct consequence of the discharge of Plaintiff's duties during the course of Plaintiff's employment.

226. However, Employer Defendant failed and refused to reimburse Plaintiff for these work-related expenses, expenditures, or losses incurred by Plaintiff in direct consequence of Plaintiff's

1 duties.

2 227. As such, Employer Defendant was in violation of Cal. Labor Code § 2802, which
3 declares:

4 a) An employer shall indemnify his or her employee for all necessary
5 expenditures or losses incurred by the employee in direct consequence of the
6 discharge of his or her duties, or of his or her obedience to the directions of the
7 employer, even though unlawful, unless the employee, at the time of obeying the
8 directions, believed them to be unlawful.

9 b) All awards made by a court or by the Division of Labor Standards Enforcement
10 for reimbursement of necessary expenditures under this section shall carry interest
11 at the same rate as judgments in civil actions. Interest shall accrue from the date
12 on which the employee incurred the necessary expenditure or loss.

13 c) For purposes of this section, the term “necessary expenditures or losses” shall
14 include all reasonable costs, including, but not limited to, attorney’s fees incurred
15 by the employee enforcing the rights granted by this section.

16 228. Despite Employer Defendant’s legal obligation to reimburse Plaintiff for the necessary
17 expenditures incurred by Plaintiff in direct consequence of the discharge of Plaintiff’s duties,
18 Employer Defendant failed to do so.

19 229. As such, Plaintiff is entitled to damages and awards, with interest, pursuant to Cal. Labor
20 Code § 2802(b), (c), and as deemed appropriate by this Court.

21 230. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
22 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal.
23 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,
24 medical and related expenses for care and procedures both now and in the future, attorney’s fees,
25 and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court
26 to amend when ascertained.

27 231. As a result of the unlawful acts of Defendants and DOES 1 through 100, and each of
28 them, as alleged herein, Plaintiff is entitled to reasonable attorneys’ fees and costs of said suit as
specifically provided in Cal. Code of Civil Procedure § 1021.5. Plaintiff’s action enforces
important rights affecting the public interest by bringing forth this lawsuit to ensure Defendants
refrain from unlawfully retaliating against employees for blowing the whistle, thereby conferring

1 a significant benefit on the general public's health and well-being as a result. The necessity and
2 financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to
3 reasonable attorneys' fees and costs under Cal. Code of Civil Procedure § 1021.5.

4 232. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
5 court.

6 **XIII.**

7 **THIRTEENTH CAUSE OF ACTION**

8 **For Waiting Time Penalties**

9 **[California Labor Code § 203]**

10 **Against All Employer Defendant & DOES 1 Through 100, Only**

11 233. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
12 Complaint as though duly set forth in full herein.

13 234. Defendants willfully failed to pay Plaintiff all wages due as set forth above and owe her
14 wages in an amount to be ascertained at trial. Defendants' failure to pay the full amount due to
15 Plaintiff on termination of her employment violates the provisions of Cal. Labor Code §§ 200,
16 201, 206, and 216.

17 235. Defendants violated or caused to be violated this section of the Cal. Labor Code.

18 236. Pursuant to the Cal. Labor Code §§ 200 et seq., it is a violation of law for an employer to
19 fail to pay wages, immediately upon termination of an employee by the employer or within
20 seventy-two hours of the employee's quitting her employment and/or to forfeit an employee's
21 wages to the employer. Pursuant to Cal. Labor Code § 216, it is a misdemeanor for an employer
22 to keep the wages and not pay it to the employee either immediately or within seventy-two hours
23 of the employee's termination, depending on whether the employee was discharged or quit, as
24 after that time the pay becomes the property of the employee as a matter of law.

25 237. Pursuant to Cal. Labor Code § 558.1, any employer or other person acting on behalf of an
26 employer, who violates, or causes to be violated, Cal. Labor Code § 203, may be held liable as
27 the employer for such violation. The term 'other person acting on behalf of an employer' is
28 limited to a natural person who is an owner, director, officer, or managing agent of the employer.

1 238. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

2 **XIV.**

3 **FOURTEENTH CAUSE OF ACTION**

4 **For Unfair Business Practices**

5 **[California Business & Professions Code §§ 17200 et seq.]**

6 **Against Employer Defendant & DOES 1 Through 100, Only**

7 239. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
8 Complaint as though duly set forth in full herein.

9 240. Employer Defendant engaged in unfair, unlawful, fraudulent, deceptive, untrue, and/or
10 misleading business practices through the following actions, among others:

- 11 a) Employer Defendant failed to lawfully provide wages and reimburse expenses
12 that Plaintiff incurred as a result of completed required work duties, in violation of Cal.
13 Labor Code § 226.7.

14 241. Through the aforementioned acts, Employer Defendant engaged in unfair, unlawful,
15 fraudulent, deceptive, untrue, and/or misleading business practices in direct violation of Cal.
16 Bus. & Prof. Code § 17200, which prohibits conducting such business.

17 242. Employer Defendant's willful and/or reckless conduct constituted unfair business
18 practices and acts because the harm to the general public outweighed any utility that its conduct
19 may have produced.

20 243. As a direct result of the conduct, act and omissions of Defendants and DOES 1 through
21 100, and each of them, Plaintiff has been harmed and damaged in an amount to be shown at the
22 time of trial, together with prejudgment interest thereon from the time owed until paid, all within
23 an amount within the jurisdictional limits of this Court.

24 244. Plaintiff is also entitled to all penalties provided by Cal. Bus. & Prof. Code § 17206.

25 245. Additionally, Cal. Bus. & Prof. Code § 17205 declares, unless otherwise expressly
26 provided, the remedies or penalties provided by this chapter are cumulative to each other and to
27 the remedies or penalties available under all other laws of this state.

246. As a result of the retaliatory acts of Employer Defendant and DOES 1 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in Cal. Code of Civil Procedure § 1021.5. Plaintiff's action enforces important rights affecting the public interest by bringing forth this lawsuit to ensure Employer, as an employer, does not engage in unfair business practices, thereby conferring a significant benefit on the general public's health and well-being as a result. The necessity and financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to reasonable attorneys' fees and costs under Cal. Code of Civil Procedure § 1021.5.

247. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents and employees of Employer Defendant and DOES 1 through 100, and with the express knowledge, consent, and ratification of managerial agents and employees of Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil Code § 3294(a) and (b).

248. Plaintiff is entitled to both declaratory and injunctive relief as a result of Defendants' unlawful conduct.

249. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

XV.

FIFTEENTH CAUSE OF ACTION

For Wrongful Termination and Retaliation in Violation of Public Policy

Against Employer Defendants & DOES 1 Through 100, Only

250. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

251. Plaintiff was retaliated against due to Plaintiff's sex/gender, actual/perceived disability(ies), and/or Plaintiff's aforesaid legally protected activities (complaints/protests against the harassment, discrimination, among others) as aforesaid.

1 252. As such, Plaintiff was retaliated against for reasons that violate a public policy(s).

2 253. At all times relevant herein, Plaintiff was employed by Employer Defendant.

3 254. At all times herein mentioned, the public policy of the State of California, as codified,
4 expressed and mandated by Cal. Gov. Code §§ 12920 and 12940 et seq., was to prohibit
5 employers from harassing, discriminating, and retaliating against and/or wrongfully terminating
6 any individual on the grounds of their sex/gender, actual/perceived disability(ies), and
7 association with individuals of a certain protected classes. This public policy of the State of
8 California is designed to protect all employees and to promote the welfare and well-being of the
9 community at large. The policy inures to the benefit of the public and is fundamental and
10 substantial.

11 255. At all times herein mentioned, the public policy of the State of California, as codified,
12 expressed and mandated by Cal. Gov. Code § 12940 et seq., was to prohibit employers from
13 failing to engage in the mandatory good-faith interactive process with disabled employees to
14 determine the extent of their disabilities and determine how they could be reasonably
15 accommodated. This public policy of the State of California is designed to protect all employees
16 and to promote the welfare and well-being of the community at large. The policy inures to the
17 benefit of the public and is fundamental and substantial.

18 256. At all times herein mentioned, the public policy of the State of California, as codified,
19 expressed and mandated by Cal. Gov. Code § 12940 et seq., was to prohibit employers from
20 failing to provide reasonable accommodations to disabled employees. This public policy of the
21 State of California is designed to protect all employees and to promote the welfare and well-
22 being of the community at large. The policy inures to the benefit of the public and is fundamental
23 and substantial.

24 257. At all times herein mentioned, the public policy of the State of California, as codified,
25 expressed and mandated by Cal. Labor Code § 6300 et seq. and 6400 et seq, among others, was
26 to prohibit employers from partaking in unsafe workplace violations. This public policy of the
27 State of California is designed to protect all employees and to promote the welfare and well-
28 being of the community at large.

258. At all times herein mentioned, the public policy of the State of California, as codified, expressed and mandated by Cal. Labor Code § 1102.5 prohibited discrimination and/or retaliation against employees blowing the whistle about their employers' unlawful activities. This public policy of the State of California is designed to protect all employees and to promote the welfare and well-being of the community at large.

259. At all times herein mentioned, the public policy of the State of California, as codified, expressed and mandated by Cal. Civil Code § 1750 prohibited unfair or deceptive business practices and/or retaliation against employees blowing the whistle regarding violations of the aforesaid. This public policy of the State of California is designed to protect all employees and to promote the welfare and well-being of the community at large.

260. At all times herein mentioned, the public policy of the State of California, as codified, expressed and mandated by Cal. Bus. & Prof. Code § 17200 et seq., among others, was to prohibit employers from partaking in unfair business practices. This public policy of the State of California is designed to protect all employees and to promote the welfare and well-being of the community at large.

261. At all times herein mentioned, the public policy of the State of California, as codified, expressed and mandated by Cal. Labor Code § 2802 et seq., among others, was to prohibit employers from failing to reimburse employees for out-of-pocket work-related expenses as a direct consequence of the discharge of the employee's duties. This public policy of the State of California is designed to protect all employees and to promote the welfare and well-being of the community at large.

262. Accordingly, the actions of Defendants and DOES 1 through 100, in retaliating against Plaintiff on the grounds alleged and described herein were wrongful and do not promote the welfare and well-being of the community at large.

263. As a direct and legal result of the acts and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff was rendered sick, sore, lame, disabled and/or disordered, both internally and/or externally, and suffered, among other things, emotional distress including, but not limited to, shock, pain, discomfort and/or anxiety.

1 264. As a further legal result of the acts and omissions of Defendants and DOES 1 through
2 100, and each of them, Plaintiff has been forced and/or will be forced to incur expenses for
3 medical care, X-rays, and/or laboratory costs during the period of Plaintiff's disability, and/or is
4 informed and believes, and thereon alleges, that Plaintiff will in the future be forced to incur
5 additional expenses of the same nature, all in an amount which is at present unknown. Plaintiff
6 will pray leave of court to show the exact amount of said expenses at the time of trial.

7 265. Prior to the occurrence of the incidents, Plaintiff was an able-bodied individual, but since
8 said incidents has been unable to engage fully in Plaintiff's occupation, and/or is informed and
9 believes, and thereon alleges, that Plaintiff will be fully and/or partially incapacitated and/or
10 unable to perform Plaintiff's usual work for an indefinite period of time in the future, all to
11 Plaintiff's damages in an amount which is at present unascertained. Plaintiff will pray leave of
12 court to show the total amount of loss of earnings at the time of trial.

13 266. As a further direct and legal result of the acts and conduct of Defendants and DOES 1
14 through 100, as aforesaid, Plaintiff has been caused, and did suffer, and continues to suffer
15 severe emotional and/or mental distress and anguish, humiliation, embarrassment, fright, shock,
16 pain, discomfort and/or anxiety. The exact nature and extent of said injuries is presently
17 unknown to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

18 267. The aforementioned acts of Defendants and DOES 1 through 100, and each of them, were
19 willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
20 and conscious disregard of the rights, welfare and safety of Plaintiff, and were done by
21 managerial agents and employees of Employer Defendant and DOES 1 through 100, and with
22 the express knowledge, consent, and ratification of managerial agents and employees of
23 Employer Defendant and DOES 1 through 100, thereby justifying the awarding of punitive and
24 exemplary damages in an amount to be determined at the time of trial pursuant to Cal. Civil
25 Code § 3294(a) and (b).

26 268. By the aforesaid acts and conduct of Defendants and DOES 1 through 100, and each of
27 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to Cal.
28 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,

1 medical and related expenses for care and procedures both now and in the future, attorneys' fees,
2 and/or other pecuniary loss not presently ascertained, for which Plaintiff will seek leave of court
3 to amend when ascertained.

4 269. As a result of the unlawful acts of Defendants and DOES 1 through 100, and each of
5 them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as
6 specifically provided in Cal. Code of Civil Procedure § 1021.5. Plaintiff's action enforces
7 important rights affecting the public interest by bringing forth this lawsuit to ensure Defendants
8 refrain from unlawfully and wrongfully terminating their employees, thereby conferring a
9 significant benefit on the general public's health and well-being as a result. The necessity and
10 financial burden of this private enforcement, as well as the interest of justice, entitles Plaintiff to
11 reasonable attorneys' fees and costs under Cal. Code of Civil Procedure § 1021.5.

12 270. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

13 **XVI.**

14 **SIXTEENTH CAUSE OF ACTION**

15 **For Civil Penalties Under PAGA**

16 **[California Labor Code §§ 2698, 2699; Private Attorneys General Act ("PAGA")]**

17 **Against Employer Defendant & DOES 1 Through 100, Only**

18 271. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
19 Complaint as though duly set forth in full herein.

20 272. Plaintiff is an "aggrieved employee" under the Labor Code Private Attorneys General Act
21 ("PAGA"), as Plaintiff is or was employed by Employer Defendant during the applicable
22 statutory period and suffered one or more of the Cal. Labor Code violations set forth herein.
23 Accordingly, Plaintiff seeks to recover, on behalf of Plaintiff and all other aggrieved current and
24 former employees of Defendants, the civil penalties provided by PAGA, plus reasonable
25 attorneys' fees and costs.

26 273. Plaintiff seeks to recover the PAGA civil penalties through a representative action
27 permitted by PAGA and the California Supreme Court in, among other authorities, Arias v.
28

1 Superior Court, (2009) 46 Cal.4th 969. According to the same authorities, class certification of
2 the PAGA allegations described herein is not required.

3 274. California Labor Code § 2699(a) and (g), as well as Cal. Labor Code §§ 210, 226.3, 558,
4 1174.5 and 1197.1 authorizes aggrieved employees such as Plaintiff, on behalf of herself and
5 other current and former employees within the statutory period, to bring a civil action to recover
6 civil penalties pursuant to the procedures specified in Cal. Labor Code § 2699.3.

7 275. Plaintiff complied with the procedures for bringing suit specified in Cal. Labor Code
8 § 2699.3. Specifically, on or about January 4, 2023, Plaintiff gave written notice to the California
9 Labor and Workforce Development (“LWDA”) and to Employer Defendants of the specified
10 provisions of the Cal. Labor Code alleged to have been violated and those included below
11 (“PAGA Notice”). Plaintiff is informed and believes that, to date, the LWDA has still not elected
12 to investigate, pursuant to Amaral v. Cintas Corp. No. 2, (2008) 163 Cal.App.4th 1157.

13 276. During the period beginning one (1) year preceding the filing of the Complaint in this
14 Action (the “Civil Penalty Period”), Defendants violated, *inter alia*, Cal. Labor Code §§ 200,
15 201, 203, 204, 226, 226.7, 227.3, 510, 512, 2810.5 and the applicable Wage Order(s), among
16 other things. In connection with the violations of Cal. Labor Code §§ 200, 201, 203, 204, 226,
17 226.7, 227.3, 510, 512, 2810.5, Plaintiff seeks to represent only non-exempt current and former
18 employees of Defendants working in California from one (1) year prior to filing the PAGA
19 Notice with the LWDA through the present. In connection with the violation of Cal. Labor Code
20 §§ 227 et seq., and 2810.5, Plaintiff seeks to represent all current and former employees of
21 Defendants working in California from one (1) year prior to filing the PAGA Notice with the
22 LWDA through the present. Collectively, the employees that Plaintiff plans to represent shall be
23 referred to as “Aggrieved Employees.”

24 277. For at least four (4) years prior to the filing of this action and continuing to the present,
25 Employer Defendants have, at times, failed to pay overtime wages to Plaintiff and Aggrieved
26 Employees, or some of them, in violation of California state wage and hour laws as a result of,
27 without limitation, Plaintiff and Aggrieved Employees working over eight (8) hours per day,
28 forty (40) hours per week, and seven consecutive work days in a work week without being

properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to, at times, accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Aggrieved Employees including, without limitation, due to failure to account for skill differential pay.

278. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiff and Aggrieved Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to, at times, provide compensation for such unprovided meal periods as required by California wage and hour laws due to, without limitation, assigning tasks to employees during what should be an uninterrupted meal period.

279. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay Plaintiff and Aggrieved Employees, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Cal. Labor Code §§ 201 and 202, including for, without limitation, Defendants' occasional failing to pay overtime wages and premium wages.

280. For at least one (1) year prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to furnish Plaintiff and Aggrieved Employees, or some of them, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by Cal. Labor Code § 226(a). As a result thereof, Defendants have occasionally failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

281. Plaintiff, on Plaintiff's own behalf and on behalf of Aggrieved Employees, pursuant to Cal. Bus. & Prof. Code §§ 17200 through 17208, also seeks (an) injunction(s) prohibiting

1 Defendants from further violating the Cal. Labor Code and requiring the establishment of
2 appropriate and effective means to prevent further violations, as well as all monies owed but
3 withheld and retained by Defendants to which Plaintiff and Aggrieved Employees are entitled, as
4 well as restitution of amounts owed.

5 282. California Labor Code § 204, requires and required that: “[l]abor performed between the
6 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th
7 day of the month during which the labor was performed, and labor performed between the 16th
8 and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day
9 of the following month.”

10 283. California Labor Code § 210(a) states that “[i]n addition to, and entirely independent and
11 apart from, any other penalty provided in this article, every person who fails to pay the wages of
12 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
13 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars
14 (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or
15 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
16 percent of the amount unlawfully withheld.”

17 284. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges,
18 that Employer Defendant had and have a consistent policy or practice of failing to pay Plaintiff
19 and during their employment on a timely basis as per Cal. Labor Code § 204.

20 285. As a direct and proximate result of the herein-described Cal. Labor Code violations, and
21 pursuant to Cal. Labor Code § 210, Plaintiff and other Aggrieved Employees are entitled to
22 recover civil penalties for Defendants’ violations of Cal. Labor Code § 204, in the amount of one
23 hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and
24 two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in
25 connection with each payment that was made in violation of Cal. Labor Code § 204.

26 286. California Labor Code § 226.3 states that “[a]ny employer who violates subdivision (a) of
27 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
28 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee

1 for each violation in a subsequent citation, for which the employer fails to provide the employee
2 a wage deduction statement or fails to keep the records required in subdivision (a) of Section
3 226.”

4 287. California Labor Code § 226.3 further provides that “[t]he civil penalties provided for in
5 this section are in addition to any other penalty provided by law.”

6 288. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges,
7 that Defendants, and each of them, had and have a policy or practice of failing to comply with
8 Cal. Labor Code § 226(a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
9 with itemized wage statements that accurately reflect gross wages earned; total hours worked;
10 net wages earned; the name and address of each employer with whom they have been placed to
11 work; all applicable hourly rates in effect during the pay period and the corresponding number of
12 hours worked at each hourly rate; the legal name of the employer and/or the name and address of
13 the legal entity securing the employer’s services if the employer is a farm labor contractor and
14 other such information as required by Cal. Labor Code § 226(a).

15 289. As a direct and proximate result of the herein-described Cal. Labor Code violations, and
16 pursuant to Cal. Labor Code § 226.3, Plaintiff and other Aggrieved Employees are entitled to
17 recover civil penalties for Defendants’ violation of Cal. Labor Code § 226(a) in the amount of
18 two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial
19 violation, and one thousand dollars (\$1000) for each Aggrieved Employee per pay period for
20 each subsequent violation.

21 290. California Labor Code § 558(a) states: “Any employer or other person acting on behalf of
22 an employer who violates, or causes to be violated... any provision regulating hours and days of
23 work in any of the Industrial Welfare Commission shall be subject to a civil penalty as follows:
24 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay
25 period for which the employee was underpaid in addition to an amount sufficient to recover
26 underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each
27 underpaid employee for each pay period for which the employee was underpaid in addition to an
28

amount sufficient to recover underpaid wages; (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

291. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Employer Defendants, and each of them, violated, or caused to be violated, the Cal. Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during their employment and after their employment separation; and receive accurate, itemized wage statements.

292. As a direct and proximate result of the herein-described Cal. Labor Code violations, and pursuant to Cal. Labor Code § 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants’ herein-described Cal. Labor Code violations in the amount fifty dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars.

293. California Labor Code § 1174(b) states that every person employing labor in California is required to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

294. California Labor Code § 1174(c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

295. California Labor Code § 1174(d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less

1 than three years. An employer shall not prohibit an employee from maintaining a personal record
2 of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

3 296. California Labor Code § 1174.5 states that, “[a]ny person employing labor who willfully
4 fails to maintain the records required by subdivision (c) of [Cal. Labor Code] Section 1174 or
5 accurate and complete records required by subdivision (d) of [Cal. Labor Code] Section 1174, or
6 to allow any member of the commission or employees of the division to inspect records pursuant
7 to subdivision (b) of [Cal. Labor Code] Section 1174, shall be subject to a civil penalty of five
8 hundred dollars (\$500).”

9 297. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges,
10 that Defendants, and each of them, have willfully failed to maintain the records required by Cal.
11 Labor Code 1174(c), failed to maintain accurate and complete records required by Cal. Labor
12 Code 1174(d), and/or failed to allow inspection of records as required by Cal. Labor Code
13 1174(b).

14 298. As a direct and proximate result of the herein-described Cal. Labor Code violations, and
15 pursuant to Cal. Labor Code § 1174.5, Plaintiff and other Aggrieved Employees are entitled to
16 recover civil penalties for Defendants’ herein-described Cal. Labor Code violations in the
17 amount of five hundred dollars (\$500) per violation per Aggrieved Employee.

18 299. California Labor Code § 2699(f), provides that for all provisions of the Cal. Labor Code
19 “except those for which a civil penalty is specifically provided, there is established a civil
20 penalty for a violation of these provisions, as follows:... (2) If, at the time of the alleged
21 violation, the person employs one or more employees, the civil penalty is one hundred dollars
22 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
23 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

24 300. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges,
25 that Defendants, and each of them, violated the Cal. Labor Code sections described herein,
26 including, without limitation, for the failure to: pay overtime wages; provide meal and rest
27 periods or compensation in lieu thereof; provide accurate, itemized wage statements; pay timely
28 wages during employment and after the cessation of the employment relationship; reimburse

Aggrieved Employees for costs incurred in furtherance of their work duties as required under Cal. Labor Code § 2802; provide notice as required under Cal. Labor Code § 2810.5; paying employees all owed paid time off and vacation time owed by separation at the proper rate of pay; placing restraints on competition, whistleblowing and freedom of speech; and entitling Plaintiff and other Aggrieved Employees to civil penalties for each of these Cal. Labor Code violations in the amounts set forth in Cal. Labor Code § 2699(f).

301. As a direct and proximate result of the herein-described Cal. Labor Code violations, and pursuant to Cal. Labor Code section 2699(g), among other authorities, Plaintiff and similarly Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of the herein and therein described Cal. Labor Code violations during the Civil Penalty Period in the amount of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred dollars (\$200) for each Aggrieved Employee per pay period for each subsequent violation.

302. Moreover, Plaintiff and Aggrieved Employees are also entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

XVII.

SEVENTEENTH CAUSE OF ACTION

For Failure to Provide Employee Personnel Files

[California Labor Code §§ 432, 1198.5]

Against Employer Defendant & DOES 1 Through 100, Only

303. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

304. Through her counsel, via letters dated January 12, 2023 and February 13, 2023, Plaintiff sent a written request to receive copies of her employee personnel file and any instrument she signed during her employment with Employer Defendant.

305. California Labor Code § 432 declares that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he/she shall be given a copy of the instrument upon request.

306. Further, Cal. Labor Code § 1198.5(a) declares that every employee has the right to inspect the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

307. Defendants failed to abide by Cal. Labor Code § 432 to timely provide Plaintiff with copies of any instruments she signed.

308. Plaintiff's letters dated January 12, 2023 and February 13, 2023, specifically stated: "...pursuant to Cal. Labor Code § 432, Ms. Alfaro requests copies of all documents she signed relating to obtaining and retaining employment with you. Ms. Alfaro also requests copies of documents in her personnel file related to her performance and any grievances concerning her pursuant to Cal. Labor Code § 1198.5(a). Section 1198.5(a) authorizes Ms. Alfaro's representatives to receive copies of said documents."

309. However, Defendants failed to timely provide an inspection of said files.

310. As such, Plaintiff is entitled to the remedies and penalties provided by Cal. Labor Code § 1198.5(k), which declares:

If an employer fails to permit a current or former employee, or his or his representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

311. Plaintiff is also entitled to costs and attorney's fees for instituting this action pursuant to Cal. Labor Code § 1198.5(l).

312. Plaintiff also prays for damages and remedies as this Court deems appropriate.

WHEREFORE, PLAINTIFF JENNIFER ALFARO prays for judgment against the Defendants, and each of them, as follows:

1. For general damages in an amount within the jurisdictional limits of this Court;
2. For special damages in an amount within the jurisdictional limits of this Court;
3. For medical expenses and related items of expense, according to proof;
4. For loss of earnings, according to proof;

5. For consequential and incidental damages according to proof;
6. For prejudgment interest according to proof;
7. For declaratory relief;
8. For injunctive relief;
9. For damages, penalties and attorneys' fees and costs of suit as provided for by Cal. Gov. Code §§ 12926.1, 12940, and 12965(b);
10. For damages, penalties and costs of suit as provided for by Cal. Labor Code §§ 203, 204, 210, 226, 432, 1174, 1198.5, 6300, 6310, and 6400;
11. For civil penalties for each violation of Cal. Lab. Code §§ 226.3, 1102.5, 2699, and 6427;
12. For punitive and exemplary damages as provided for by Cal. Civil Code § 3294;
13. For damages, penalties and costs of suit as provided for by Cal. Civil Code § 3333;
14. For civil penalties as provided for by Cal. Bus. & Prof. Code §§ 17200 and 17206;
15. For damages, penalties and reasonable attorneys' fees and costs of suit against Employer Defendant as provided for by Cal. Code of Civil Procedure § 1021.5, according to proof;
16. For such other and further relief as the Court may deem just and proper.

Dated: March 28, 2023

AKHAVAN & ASSOCIATES

By: 
BARDIA AARON AKHAVAN, ESQ.
Attorney for PLAINTIFF
JENNIFER ALFARO

EXHIBIT A

**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

Jennifer Alfaro

CRD No. 202303-20089828

Complainant,

vs.

Kids Empire Woodland Hills LLC
6400 Owensmouth Avenue
Woodland Hills, CA 91367

Juan Unknown
6400 Owensmouth Avenue
Woodland Hills, CA 91367

Respondents

1. Respondent **Kids Empire Woodland Hills 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 **Juan Unknown** individual as Co-Respondent(s).

3. Complainant **Jennifer Alfaro**, resides in the City of **Encino**, State of **CA**.

4. Complainant alleges that on or about **December 22, 2022**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, sexual harassment-hostile environment, sexual harassment- quid pro quo.

Complainant was discriminated against because of complainant's sex/gender, sexual harassment- hostile environment, sexual harassment- quid pro quo, disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was terminated, laid off, forced to quit, denied hire or promotion, reprimanded, suspended, demoted, asked impermissible non-job-related questions, denied any employment benefit or privilege, denied work opportunities or assignments, denied or forced to transfer, denied accommodation for a disability.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, participated as a witness in a discrimination or harassment complaint, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, laid off, forced to quit, denied hire or promotion, reprimanded, suspended, demoted, asked impermissible non-job-related questions, denied any employment benefit or privilege, denied work opportunities or assignments, denied or forced to transfer, denied accommodation for a disability, denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Additional Complaint Details: Ms. Alfaro was subjected to disparate treatment due to her actual/perceived disability(ies) and requests for accommodations.

On or about July 11, 2022, Ms. Alfaro received a positive COVID-19 test result. She immediately notified Human Resources and began quarantining to help prevent the spread of COVID-19. In response, HR Director Hernandez egregiously told Ms. Alfaro, that a home test was “not a valid form of result that Kids Empire accepts” and that Ms. Alfaro’s “absences are not approved until the valid test results/documentation are submitted.”

On or about December 1, 2022, Ms. Alfaro received another positive COVID-19 test result. She immediately notified Human Resources, stating, “I have all the symptoms and [am] very weak. I will send the results as soon as I receive them.” Ms. Alfaro further indicated her desire to return to work stating on December 1, 2022, “I cannot work like this as much I would love to [work] I cannot” and on December 11, 2022, “I no longer have any symptoms. Can I return to work?”

Employers who are aware of an employee’s disabilities have an affirmative duty to make reasonable accommodations for such disabilities. Under the FEHA, an employer must engage in an informal dialogue with an employee who is actually or even perceived to be disabled to determine whether an effective and reasonable accommodation is possible. This dialogue is designed to assess the extent of the employee’s limitations before the company may deem them unable to work and is legally mandated even where the employee is not actually disabled. This duty arises even if the employee has not requested any accommodation.

Instead of engaging in the interactive process to determine how Ms. Alfaro could be accommodated, as aforementioned, the Company wrongfully terminated her employment just a few days later on December 22, 2022 with no reason documented on her termination paperwork.

Further, around November 29, 2022, Ms. Alfaro and two co-workers were subjected to inappropriate actions and comments by Worker Juan. Worker Juan came near the female restroom and asked Ms. Alfaro and the two co-workers to “take pictures with him.” When

1 they refused, Worker Juan threatened that “he knew where [Ms. Alfaro] worked if he didn’t
2 get paid,” threatening and insinuating that Worker Juan would visit the females again if he
3 was not properly compensated for his work. Ms. Alfaro immediately reported the incident to
4 Human Resource, providing specific details which included:

5 Subject: Sexual Assault in Woodland Hills

6 Message: Please contact me as soon as possible we felt uncomfortable having a person
7 from Maintenance come in and was trying to make us take pictures with him his name is
8 Juan, he was sent from Felipe. This incident happen 11/29 around The Supervisor, myself
9 and a key holder felt uncomfortable.

10 Despite HR Director Michelle Hernandez’s (“HR Director Hernandez”) assurance that the
11 matter would be investigated, the Company failed to take any remedial measures, thereby
12 ratifying and condoning Worker Juan’s behavior.

1 VERIFICATION

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

5 On March 28, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Encino, CA

EXHIBIT B



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

March 28, 2023

Jennifer Alfaro

c/o Akhavan & Associates: A Professional Law Corporation 15760 Ventura Boulevard
Suite #950
Encino, CA 91436

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202303-20089828
Right to Sue: Alfaro / Kids Empire Woodland Hills LLC et al.

Dear Jennifer Alfaro:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective March 28, 2023 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.

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