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Arpita Sharma

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO**

ARPITA SHARMA, an individual,

Plaintiff,

vs.

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR
UNIVERSITY, a California public
entity; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25-CIV-06835

- 1. AGE DISCRIMINATION IN VIOLATION OF GOV'T CODE §12940, et seq.;**
- 2. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 3. WRONGFUL TERMINATION IN VIOLATION OF AGE DISCRIMINATION LAWS;**
- 4. RETALIATION IN VIOLATION OF GOV'T CODE §12940, et seq.;**
- 5. FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF GOV'T CODE §12940(k);**
- 6. FAILURE TO PAY FOR MEAL PERIODS NOT PROVIDED IN VIOLATION OF LAB CODE §512;**
- 7. FAILURE TO PAY FOR REST PERIODS NOT PROVIDED IN VIOLATION OF LABOR CODE §226.7;**
- 8. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED BUSINESS EXPENSES IN VIOLATION OF LAB CODE §2802;**
- 9. WAITING TIME PENALTIES IN VIOLATION OF LAB CODE §203;**
- 10. HARASSMENT DUE TO AGE IN VIOLATION OF GOV'T CODE §12940, et seq.;**

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- 11. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
 - 12. NEGLIGENT HIRING, SUPERVISION, AND RETENTION;
 - 13. UNFAIR COMPETITION IN VIOLATION OF BUS. & PROF. CODE §17200, et seq.;
 - 14. BREACH OF EMPLOYMENT CONTRACT; AND
 - 15. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING.

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DEMAND FOR A JURY TRIAL

14 Plaintiff ARPITA SHARMA hereby brings this Complaint and alleges as follows:

15 1. Plaintiff Arpita Sharma brings this action against The Board of Trustees of the
16 Leland Stanford Junior University arising from unlawful age discrimination, wrongful
17 termination, and wage and hour violations that occurred during and following her employment
18 as a Clinical Research Coordinator Assistant from October 26, 2019 through September 9,
19 2024. Ms. Sharma, who was laid off approximately twenty days before her fiftieth birthday,
20 was subjected to age-based discriminatory comments, was terminated in violation of the
21 defendant's own layoff and hiring preference policies, and was denied proper meal periods, rest
22 periods, and business expense reimbursements during her employment. Despite her five years
23 of service and excellent qualifications, Ms. Sharma was passed over for rehire in favor of
24 younger, less qualified candidates in violation of California's Fair Employment and Housing
25 Act and Labor Code provisions.

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JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to California Constitution
Article VI, Section 10, and Code of Civil Procedure Section 410.10, as this action arises under

1 the laws of the State of California, including but not limited to the California Fair Employment
2 and Housing Act (Government Code Section 12900 et seq.), the California Labor Code, and
3 California common law. The amount in controversy exceeds the jurisdictional limits of this
4 Court.

5 3. Venue is proper in this Court pursuant to Code of Civil Procedure Section 395(a)
6 because Defendant THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR
7 UNIVERSITY conducts business in San Mateo County, California, Plaintiff is a resident of San
8 Mateo County, California, and a substantial portion of the acts and omissions giving rise to this
9 action occurred in San Mateo County, California, where Plaintiff was employed by Defendant
10 at Stanford University.

11 **PARTIES**

12 4. Plaintiff ARPITA SHARMA is and, at all times relevant to the matters alleged
13 herein, has been over the age of 18 and a resident of San Mateo County, California.

14 5. Plaintiff is informed and believes and thereon alleges that Defendant THE
15 BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY is a
16 California public entity organized pursuant to the laws of the State of California, is authorized
17 to do business and is doing business in the State of California, and operates Stanford University
18 and its various departments, programs, and facilities throughout California.

19 6. Plaintiff is ignorant of the true names and capacities of the defendants sued
20 herein as DOES 1 through 100, inclusive, and therefore Plaintiff sues these defendants by such
21 fictitious names and capacities. Plaintiff will amend this Complaint to show their true names
22 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
23 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
24 individual person, corporation, or other business entity who owned, controlled, or managed the
25 business for which Plaintiff worked and/or who directly or indirectly exercised operational
26 control over the wages, hours, and working conditions of Plaintiff. These DOE Defendants held
27 ownership, officer, director and/or executive positions with the remaining Defendants, and
28 acted on behalf of the remaining Defendants, which included decision-making responsibility

1 for, and establishment of, illegal employment practices and policies for Defendants which have
2 damaged Plaintiff.

3 7. Plaintiff is informed and believes and thereon alleges that at least some of the
4 Defendant DOES 1 through 100 are, and at all times relevant hereto were, persons, corporations
5 or other business entities organized and existing under and by virtue of the laws of the State of
6 California, and are/were qualified to transact and conduct business in the State of California,
7 and did transact and conduct business in the State of California, and are thus subject to the
8 jurisdiction of the State of California. Specifically, said DOES 1 through 100 maintain offices,
9 operate businesses, employ persons, and conduct business in, and engaged in unlawful
10 employment practices and policies in the County of San Mateo and throughout California.

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

16 9. Plaintiff is informed and believes and thereon alleges that at all times relevant,
17 Defendants established the wages, hours and other terms and conditions of Plaintiff's
18 employment to such a degree that Plaintiff was their employee.

19 10. An employer or other person acting on behalf of an employer, who violates, or
20 causes to be violated, a provision regulating minimum wages or hours and days of work in an
21 order of the Industrial Welfare Commission may be held liable as the employer for that
22 violation. (Lab. Code §558.1(a).) The term "other person acting on behalf of an employer" is
23 limited to a natural person who is an owner, director, officer, or managing agent of the
24 employer, and the term "managing agent" has the same meaning as in C.C.P. §3294(b). (Lab.
25 Code. §558.1(b).)

26 11. Plaintiff is further informed and believes, and thereon alleges, that each of the
27 fictitiously named Defendants aided and assisted the named Defendants in committing the
28 wrongful acts alleged herein, and that Plaintiff's damages were proximately caused by each.

1 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 12. From October 26, 2019 through September 9, 2024, Defendant THE BOARD
3 OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY employed Plaintiff
4 as a Clinical Research Coordinator Assistant at Stanford University in California at a starting
5 salary of \$62,000 per year.

6 13. Plaintiff's job duties included talking to patients about projects and enrolling
7 them in clinical research studies, as well as taking samples and specimens for use in research
8 projects.

9 14. Plaintiff worked full-time hours initially, Monday through Friday, with work
10 hours generally from 8:00 am to 2:00 pm, though times varied. Plaintiff's direct supervisor was
11 Dr. Ray Kim, who served as Chief and head of the department.

12 15. Plaintiff is a highly educated and qualified employee, holding a BA, Masters,
13 MBA, and PhD degrees. At the time of her hiring in October 2019, Plaintiff was 45 years old.

14 16. During her employment, Plaintiff was later reduced to part-time hours, working
15 approximately 6 hours daily and 30 hours weekly, with her salary correspondingly reduced to
16 \$45,000 per year.

17 17. As a salaried employee working reduced hours, Plaintiff was required to fill out
18 and submit timesheets rather than use a clock in/out system to track her work hours.

19 18. At all times relevant herein, Industrial Welfare Commission Wage Order No. 4
20 (8 Cal. Code Regs. §11040) established minimum standards pertaining to wages, hours, and
21 working conditions for all persons employed in professional, technical, clerical, mechanical,
22 and similar occupations.

23 **DISCRIMINATORY TREATMENT AND HOSTILE WORK ENVIRONMENT**

24 19. In or around June 2023, Dr. Stephen Rogalle, an assistant professor employed by
25 Defendant, made an age-based discriminatory comment to Plaintiff, stating that she was
26 probably going to have a tough time getting along with her co-worker due to her age and being
27 raised in another country.

20. Plaintiff promptly reported this discriminatory comment to Defendant's Human Resources department in June 2023.

21. Despite Plaintiff's complaint about age discrimination, Defendant failed to take any corrective action or respond meaningfully to address the discriminatory conduct.

22. Plaintiff observed that she was the only Clinical Research Coordinator Assistant in her age group (approaching 50), while approximately 90% of clinical research coordinator assistants employed by Defendant were in their twenties.

WAGE AND HOUR VIOLATIONS

23. During her employment, Defendant failed to provide Plaintiff with adequate rest periods as required by California law. Plaintiff received rest breaks only "sometimes," and whether she received breaks varied depending on her work assignment.

24. Although Plaintiff was entitled to meal periods during her shifts, she received only one 30-minute meal break daily, which was "sometimes" interrupted depending on the work assigned to her by Defendant.

25. Defendant required Plaintiff to clock out for meal breaks even when she was not actually taking lunch, which occurred "sometimes" during her employment.

26. Defendant required Plaintiff to use her personal cellphone for work-related purposes but failed to reimburse her for these mandatory business expenses.

27. While Defendant did reimburse Plaintiff for stamps she was required to purchase for work purposes, the failure to reimburse for cellphone usage constituted a violation of California Labor Code requirements.

28. Pursuant to the California Labor Code, on or about September 8, 2025, Plaintiff filed a notice with the Labor and Workforce Development Agency (LWDA) of their intent to pursue claims against Defendants under the Private Attorney General Act (PAGA). As such, Plaintiff reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint to add a cause of action pursuant to PAGA under Labor Code §§2699 et seq.

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1 **LAYOFF AND TERMINATION**

2 29. On June 19, 2024, Defendant notified Plaintiff that she was being laid off from
3 her position. This layoff notice was given approximately twenty days before Plaintiff's fiftieth
4 birthday on October 1, 2024.

5 30. Defendant's stated reason for the layoff was that "the professor she was assigned
6 to work with was leaving for another job."

7 31. However, Plaintiff is informed and believes that Defendant's actual reason for
8 laying her off was to avoid paying increased health insurance costs associated with employees
9 over the age of 50.

10 32. The timing of the layoff, occurring just before Plaintiff's milestone fiftieth
11 birthday, evidences Defendant's discriminatory intent based on age.

12 33. Defendant's layoff violated its own internal policies regarding seniority and
13 layoff procedures. Despite Plaintiff's five years of service and seniority, she was laid off while
14 newer employees who were still on probation and performed the same role were retained by
15 Defendant.

16 34. Plaintiff believes she was the only employee laid off during this reduction in
17 force.

18 35. Plaintiff's last day of work was July 19, 2024, though her official termination
19 date was September 9, 2024.

20 36. The termination meeting on September 9, 2024, included Dr. Ray Kim, Deitria
21 Chapman from Defendant's employee and labor relations department, and Sheila Bautista from
22 Human Resources.

23 **POST-TERMINATION DISCRIMINATION**

24 37. Following her layoff, Defendant has a policy providing laid-off employees with
25 a one-year hiring preference for new positions.

26 38. Plaintiff applied for multiple positions with Defendant during this preference
27 period and was told by hiring managers that she was fully qualified for the positions.
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39. Despite being fully qualified and having hiring preference rights, Plaintiff was passed over for these positions, which instead went to younger and less qualified candidates.

40. Plaintiff is informed and believes that Defendant's refusal to rehire her, despite her qualifications and preference rights, was motivated by age discrimination and constituted retaliation for her previous complaints about discriminatory treatment.

41. As a result of Defendant's unlawful conduct, Plaintiff has suffered and continues to suffer economic damages, including lost wages, benefits, and other compensation, as well as non-economic damages including emotional distress, humiliation, and damage to her professional reputation.

42. Plaintiff has been actively searching for full-time employment since her termination but has only been able to secure part-time work, resulting in ongoing financial hardship.

43. On September 8, 2025, Plaintiff filed an administrative complaint with the California Civil Rights Department (“CCRD”). On September 8, 2025, the CCRD issued to Plaintiff a Right to Sue Notice.

FIRST CAUSE OF ACTION

(Age Discrimination in Violation of Gov't Code §12940, et seq. Against All Defendants)

44. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

45. At all times relevant herein, Plaintiff was an employee of Defendant within the meaning of Government Code Section 12940, et seq., and was a member of a protected class as a person over the age of 40.

46. Defendant regularly employs five or more persons and is therefore subject to the provisions of the California Fair Employment and Housing Act.

47. Within the statutorily required time from the most recent act of discrimination, Plaintiff filed a charge of discrimination with the Department of Fair Employment and Housing and received a right to sue notice.

48. Defendant discriminated against Plaintiff because of her age by subjecting her to discriminatory comments, laying her off approximately twenty days before her fiftieth birthday,

1 violating layoff policies to terminate her while retaining younger employees with less seniority,
2 and refusing to rehire her despite hiring preference policies in favor of younger, less qualified
3 candidates.

4 49. Defendant's conduct in discriminating against Plaintiff because of her age was
5 intentional, deliberate, and in violation of Government Code Section 12940(a).

6 50. As a direct and proximate result of Defendant's age discrimination, Plaintiff has
7 suffered and continues to suffer substantial losses in income, earnings, and benefits and has
8 been damaged in her capacity to earn a salary, and she has lost and will continue to lose
9 employment benefits.

10 51. Defendant's age discrimination acts against Plaintiff as set forth herein are and
11 were unlawful and discriminatory in violation of Government Code Section 12940 et seq., and
12 resulted in damages and injury to Plaintiff, including but not limited to lost wages and benefits
13 according to proof at the time of trial, but in an amount not less than \$1,000,000.

14 52. As a direct and proximate result of Defendant's actions, Plaintiff has suffered
15 severe and serious injury to her person, all to her damage in a sum within the jurisdiction of this
16 Court and to be shown according to proof, but in an amount not less than \$1,000,000.

17 53. Defendant's conduct in discriminating against Plaintiff because of her age
18 subjected her to cruel and unjust hardship in conscious disregard of her rights, as it was
19 anticipated by Defendant that Plaintiff would be unable to find comparable employment in the
20 foreseeable future.

21 54. Plaintiff is informed and believes, and thereon alleges, that her termination and
22 failure to rehire by Defendant was done with the intent to cause her injury. As a consequence of
23 the aforesaid oppressive, malicious and despicable conduct, Plaintiff is entitled to an award of
24 punitive damages in a sum to be shown according to proof.

25 55. Pursuant to Government Code Section 12965(b), Plaintiff requests a reasonable
26 award of attorneys' fees and costs.

27 **SECOND CAUSE OF ACTION**

28 **(Wrongful Termination in Violation of Public Policy Against All Defendants)**

56. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

57. Plaintiff was Defendant's employee as that term is defined and used pursuant to California Labor Code Section 2750, et seq., and California Government Code Section 12940, et seq., and common law.

58. Defendant illegally terminated Plaintiff from her employment because of her age in violation of the public policy expressed in California law, including but not limited to Government Code §§12940 (a), Cal. Const. Art. 1, §8 (employment discrimination).

59. As a proximate result of this wrongful termination in violation of public policy, Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe emotional distress, worry, and fear all to Plaintiff's general damage according to proof at the time of trial, but in an amount not less than \$1,000,000.

60. As a proximate result of this wrongful termination in violation of public policy, Plaintiff was caused to suffer special damages of lost wages according to proof at the time of trial, but in an amount not less than \$500,000.

61. Defendant did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

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

THIRD CAUSE OF ACTION

(Wrongful Termination in Violation of Age Discrimination Laws Against All Defendants)

63. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

64. Defendant terminated Plaintiff's employment in violation of California's Fair Employment and Housing Act and federal age discrimination laws by laying her off due to her age and approaching fiftieth birthday.

1 65. The timing of Plaintiff's layoff, occurring approximately twenty days before her
2 milestone fiftieth birthday, combined with Defendant's discriminatory comments and failure to
3 follow its own layoff policies, demonstrates that Plaintiff's termination was motivated by age-
4 based animus.

5 66. Defendant's termination of Plaintiff in violation of age discrimination laws
6 constitutes wrongful termination and violates fundamental public policy protecting employees
7 from age-based discrimination.

8 67. As a direct and proximate result of this wrongful termination in violation of age
9 discrimination laws, Plaintiff has suffered substantial economic damages including lost wages,
10 benefits, and other compensation, as well as non-economic damages including emotional
11 distress, humiliation, and damage to her professional reputation.

12 68. Defendant's conduct was willful, intentional, and demonstrated a conscious
13 disregard for Plaintiff's rights, entitling her to punitive damages in an amount to be proven at
14 trial.

15 **FOURTH CAUSE OF ACTION**

16 **(Retaliation in Violation of Gov't Code §12940, et seq. Against All Defendants)**

17 69. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

18 70. Plaintiff engaged in protected activity under the California Fair Employment and
19 Housing Act by reporting age-based discriminatory comments made by Dr. Stephen Rogalle to
20 Defendant's Human Resources department in June 2023.

21 71. Defendant was aware of Plaintiff's protected activity and complaint about age
22 discrimination.

23 72. Following Plaintiff's complaint, Defendant failed to take any corrective action
24 and subsequently subjected Plaintiff to adverse employment actions, including laying her off
25 and refusing to rehire her despite hiring preference policies.

26 73. Defendant's adverse actions against Plaintiff, including her layoff and failure to
27 rehire, were causally connected to her protected activity of reporting age discrimination.
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82. Defendant's failure to prevent discrimination enabled the continuing discriminatory treatment of Plaintiff, including her ultimate layoff and failure to rehire based on age.

83. As a direct and proximate result of Defendant's failure to prevent discrimination, Plaintiff has suffered and continues to suffer substantial losses in income, earnings, and benefits and has been damaged in her capacity to earn a salary.

84. Defendant's failure to prevent discrimination as set forth herein was unlawful in violation of Government Code Section 12940(k) and resulted in damages and injury to Plaintiff, including but not limited to lost wages and benefits according to proof at the time of trial, but in an amount not less than \$1,000,000.

85. Pursuant to Government Code Section 12965(b), Plaintiff requests a reasonable award of attorneys' fees and costs.

SIXTH CAUSE OF ACTION

(Failure to Pay for Meal Periods Not Provided in Violation of Lab Code §512 Against All Defendants)

86. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

87. At all times relevant herein, Industrial Welfare Commission Wage Order No. 4 (8 Cal. Code Regs. §11040) and California Labor Code Section 512 required Defendant to provide Plaintiff with uninterrupted meal periods of not less than thirty minutes for each work period of more than five hours.

88. During Plaintiff's employment, Defendant failed to provide her with uninterrupted meal periods as required by law. Although Plaintiff received one 30-minute meal break daily, these breaks were "sometimes" interrupted depending on the work assigned to her by Defendant.

89. Defendant required Plaintiff to clock out for meal breaks even when she was not actually taking lunch, which occurred "sometimes" during her employment.

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1 98. Defendant's violations of rest period requirements were willful and constitute a
2 continuing course of conduct, entitling Plaintiff to recover the unpaid premium pay, interest
3 thereon, and reasonable attorneys' fees and costs.

4 **EIGHTH CAUSE OF ACTION**

5 **(Failure to Reimburse Employees for Required Business Expenses in Violation of Lab**
6 **Code §2802 Against All Defendants)**

7 99. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

8 100. California Labor Code Section 2802 requires employers to indemnify employees
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties.

11 101. During Plaintiff's employment, Defendant required Plaintiff to use her personal
12 cellphone for work-related purposes but failed to reimburse her for these mandatory business
13 expenses.

14 102. The use of Plaintiff's personal cellphone for work purposes was necessary for the
15 discharge of her duties and constituted a business expense that should have been reimbursed
16 by Defendant.

17 103. As a direct and proximate result of Defendant's failure to reimburse Plaintiff for
18 required business expenses, Plaintiff has suffered damages in the amount of unreimbursed
19 cellphone expenses, to be proven at trial but not less than \$1,000,000.00.

20 104. Defendant's failure to reimburse business expenses was willful and knowing,
21 entitling Plaintiff to recover the unreimbursed expenses, interest thereon, and reasonable
22 attorneys' fees and costs.

23 **NINTH CAUSE OF ACTION**

24 **(Waiting Time Penalties in Violation of Lab Code §203 Against All Defendants)**

25 105. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

26 106. California Labor Code Section 203 requires employers to pay all wages due to
27 discharged employees immediately upon termination, and provides for waiting time penalties
28 when such wages are not timely paid.

107. Defendant failed to pay Plaintiff all wages due and owing at the time of her termination on September 9, 2024, including but not limited to unpaid premium pay for missed meal and rest periods and unreimbursed business expenses.

108. As a result of Defendant's willful failure to pay all wages due upon termination, Plaintiff is entitled to waiting time penalties equal to her daily wages for each day payment was delayed, up to a maximum of thirty days, pursuant to Labor Code Section 203.

109. The waiting time penalties due to Plaintiff amount to 30 days' pay calculated at her regular rate of pay.

TENTH CAUSE OF ACTION

(Harassment Due to Age in Violation of Gov't Code §12940, et seq. Against All Defendants)

110. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

111. Defendant, through its employees and agents, harassed Plaintiff because of her age by subjecting her to discriminatory comments and creating a hostile work environment based on her age.

112. Dr. Stephen Rogalle, an assistant professor employed by Defendant, made an age-based discriminatory comment to Plaintiff in June 2023, stating that she was probably going to have a tough time getting along with her co-worker due to her age and being raised in another country.

113. The harassment was sufficiently severe and pervasive to alter the conditions of Plaintiff's employment and create an abusive working environment based on her age.

114. Defendant knew or should have known of the harassing conduct, as Plaintiff reported the discriminatory comment to Human Resources, but failed to take immediate and appropriate corrective action.

115. The harassment was based on Plaintiff's membership in a protected class (age) and was unwelcome.

116. As a direct and proximate result of Defendant's harassment, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and

1 anguish, all to her damage in a sum according to proof, but in an amount not less than
2 \$1,000,000.

3 117. Defendant's conduct in harassing Plaintiff was intentional, oppressive, and
4 malicious with an evil and malevolent motive to injure Plaintiff, entitling Plaintiff to punitive
5 damages in an amount to be determined at trial.

6 118. Pursuant to Government Code Section 12965(b), Plaintiff requests a reasonable
7 award of attorneys' fees and costs.

8 **ELEVENTH CAUSE OF ACTION**

9 **(Intentional Infliction of Emotional Distress Against All Defendants)**

10 119. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

11 120. Defendant's conduct toward Plaintiff, including but not limited to making
12 discriminatory comments based on her age, laying her off immediately before her fiftieth
13 birthday, violating its own policies to terminate her while retaining younger employees, and
14 refusing to rehire her despite hiring preference policies, was extreme and outrageous.

15 121. Defendant intended to cause Plaintiff emotional distress, or acted with reckless
16 disregard of the probability that such distress would result from its conduct.

17 122. As a direct and proximate result of Defendant's extreme and outrageous conduct,
18 Plaintiff has suffered and continues to suffer severe emotional distress, including but not limited
19 to humiliation, anxiety, depression, and mental anguish.

20 123. Defendant's conduct was so extreme and outrageous as to exceed all bounds of
21 decency and was utterly intolerable in a civilized community.

22 124. As a result of Defendant's intentional infliction of emotional distress, Plaintiff
23 has suffered damages in an amount to be proven at trial, but not less than \$1,000,000.

24 **TWELFTH CAUSE OF ACTION**

25 **(Negligent Hiring, Supervision, and Retention Against All Defendants)**

26 125. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

27 126. Defendant negligently hired, supervised, and retained employees and agents who
28 engaged in discriminatory and harassing conduct toward Plaintiff.

127. Defendant knew or should have known that its employees and agents, including Dr. Stephen Rogalle, had propensities to engage in discriminatory conduct based on age.

128. Despite knowledge of such propensities, Defendant failed to adequately supervise these employees and failed to take appropriate corrective action when discriminatory conduct was reported.

129. Defendant's negligent hiring, supervision, and retention of employees who engaged in discriminatory conduct was a proximate cause of Plaintiff's damages.

130. As a direct and proximate result of Defendant's negligent hiring, supervision, and retention, Plaintiff has suffered damages including lost wages, emotional distress, and other compensatory damages in an amount to be proven at trial, but not less than \$500,000.

THIRTEENTH CAUSE OF ACTION

(Unfair Competition in Violation of Bus. & Prof. Code §17200, et seq. Against All Defendants)

131. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

132. California Business and Professions Code Section 17200 et seq. prohibits acts of unfair competition, which shall mean and include any "unlawful and unfair business practices."

133. Defendant's conduct as alleged herein has been and continues to be unfair, unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure Section 1021.5.

134. Plaintiff is a "person" within the meaning of California Business and Professions Code Section 17204, and therefore has standing to bring this suit for restitution.

135. Through the conduct alleged herein, Defendant acted contrary to public policies protecting employees from age discrimination and ensuring proper payment of wages, and has thus engaged in unlawful and/or unfair business practices in violation of California Business and Professions Code Sections 17200 et. seq., depriving Plaintiff of the rights, benefits, and privileges guaranteed to employees under California law.

136. Defendant regularly and routinely violated the following statutes and regulations with respect to Plaintiff:

- 1 a. California Government Code Section 12940 et seq. (age discrimination,
2 harassment, retaliation, and failure to prevent discrimination);
3 b. California Labor Code Sections 226.7 and 512 (failure to provide meal and rest
4 periods);
5 c. California Labor Code Section 2802 (failure to reimburse business expenses);
6 d. California Labor Code Section 203 (waiting time penalties); and
7 e. California Labor Code Section 218.5 (failure to compensate for all hours
8 worked).

9 137. By engaging in these business practices, which are unfair business practices
10 within the meaning of California Business and Professions Code Sections 17200 et seq.,
11 Defendant harmed Plaintiff and gained an unfair competitive edge. Under California Business
12 and Professions Code Section 17203, Plaintiff is entitled to obtain restitution of these funds.

13 **FOURTEENTH CAUSE OF ACTION**

14 **(Breach of Employment Contract Against All Defendants)**

15 138. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

16 139. An employment contract existed between Plaintiff and Defendant, whether
17 express or implied, which included terms regarding Plaintiff's employment, compensation,
18 layoff procedures, and hiring preference policies.

19 140. The employment contract included Defendant's policies regarding layoff
20 procedures based on seniority and hiring preferences for laid-off employees.

21 141. Defendant breached the employment contract by laying off Plaintiff in violation
22 of seniority-based layoff policies and by failing to provide her with hiring preference as
23 promised in Defendant's policies.

24 142. Plaintiff performed all conditions, covenants, and promises required on her part
25 to be performed under the employment contract.

26 143. As a direct and proximate result of Defendant's breach of the employment
27 contract, Plaintiff has suffered damages including lost wages, benefits, and other compensation
28 in an amount to be proven at trial, but not less than \$500,000.

1 **FIFTEENTH CAUSE OF ACTION**

2 **(Breach of Covenant of Good Faith and Fair Dealing Against All Defendants)**

3 144. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

4 145. In every contract, there is an implied covenant of good faith and fair dealing that
5 neither party will do anything to injure the right of the other to receive the benefits of the
6 agreement.

7 146. Defendant breached the implied covenant of good faith and fair dealing by
8 engaging in conduct designed to deprive Plaintiff of the benefits of her employment, including
9 but not limited to discriminating against her based on age, retaliating against her for reporting
10 discrimination, and terminating her employment in bad faith.

11 147. Defendant's conduct was done in bad faith and was designed to frustrate
12 Plaintiff's rights under the employment relationship.

13 148. As a direct and proximate result of Defendant's breach of the implied covenant
14 of good faith and fair dealing, Plaintiff has suffered damages including lost wages, benefits, and
15 other compensation in an amount to be proven at trial, but not less than \$500,000.

16 149. Defendant's breach of the implied covenant of good faith and fair dealing was
17 done with malice, oppression, or fraud, entitling Plaintiff to punitive damages in an amount to
18 be proven at trial.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in Plaintiff's
21 favor and against Defendants, and each of them, as follows:

22 1. For compensatory damages for age discrimination, wrongful termination,
23 retaliation, and harassment in violation of Government Code Section 12940 et seq., according
24 to proof at the time of trial, but in an amount not less than \$1,000,000;

25 2. For lost wages, salary, benefits, and other compensation from the date of
26 termination through trial and continuing thereafter, according to proof at the time of trial, but in
27 an amount not less than \$500,000;
28

1 3. For compensation of one hour at the regular rate of pay for each meal period
2 denied or interrupted in violation of California Labor Code Sections 226.7 and 512 and IWC
3 Wage Order No. 4, according to proof, but in an amount not less than \$1,000,000;

4 4. For compensation of one hour at the regular rate of pay for each rest period
5 denied in violation of California Labor Code Section 226.7 and IWC Wage Order No. 4,
6 according to proof, but in an amount not less than \$1,000,000;

7 5. For reimbursement of business expenses, specifically personal cellphone usage
8 required for work purposes, in violation of California Labor Code Section 2802, according to
9 proof at the time of trial, but in an amount not less than \$1,000,000;

10 6. For payment to Plaintiff of waiting time penalties pursuant to California Labor
11 Code Section 203, in an amount equal to Plaintiff's daily rate of pay at the time of termination,
12 multiplied by the total amount of days elapsed between the date of termination and payment of
13 all wages due, up to a maximum of 30 days' pay, according to proof, but in an amount not less
14 than \$1,000,000;

15 7. For general damages for emotional distress, humiliation, mental anguish, and
16 loss of enjoyment of life according to proof at the time of trial, but in an amount not less than
17 \$1,000,000;

18 8. For damages for intentional infliction of emotional distress according to proof at
19 the time of trial, but in an amount not less than \$1,000,000;

20 9. For damages for negligent infliction of emotional distress according to proof at
21 the time of trial, but in an amount not less than \$500,000;

22 10. For restitution and disgorgement of profits pursuant to California Business and
23 Professions Code Section 17200 et seq.;

24 11. For punitive and exemplary damages against Defendants for their oppressive,
25 fraudulent, and malicious conduct in an amount to be determined at trial;

26 12. For reasonable attorneys' fees and costs pursuant to California Government Code
27 Section 12965(b);
28

1 13. For reasonable attorneys' fees and costs pursuant to California Labor Code
2 Section 2802;

3 14. For reasonable attorneys' fees and costs pursuant to California Code of Civil
4 Procedure Section 1021.5;

5 15. For prejudgment interest on all amounts found to be due and owing;

6 16. For such other and further relief as this Court deems just and proper.

7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiff ARPITA SHARMA demands trial by jury in this action of all issues so triable.

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11 LIPELES LAW GROUP, APC

12 Date: September 8, 2025

13
14 By:  _____

15 Kevin A. Lipeles
16 Attorneys for Plaintiff
17 Arpita Sharma
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