

FILED

01/27/2026

K. Bieker
Executive Officer and Clerk
Joan Foster

MATTHEW GUTIERREZ, SBN 271206
mg@lawyersforlegal.com
LAWYERS FOR LEGAL RIGHTS LLP
6077 Coffee Road, Suite 4
Bakersfield, CA 93308
Telephone: (323) 676-6676
E-service: service@lawyersforlegal.com

Attorneys for Plaintiff, BRIANNE KLIPFEL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

[UNLIMITED CIVIL]

BRIANNE KLIPFEL, an individual,

Plaintiff,

vs.

LENNAR ASSOCIATES MANAGEMENT,
LLC, a limited liability company; LENNAR
CORPORATION, a corporation; and DOES 1
through 5, inclusive,

Defendants.

Case No.: 2025CUOE055373

*Assigned for All Purposes to the Hon. Judge
Ronda McKaig in Dept. 42*

FIRST AMENDED COMPLAINT FOR:

- 1. Labor Code § 98.6 Retaliation**
- 2. Wrongful Discharge in Violation of Public Policy**
- 3. Labor Code § 203 Waiting Time Penalty**
- 4. Private Attorneys General Act**

Complaint filed: December 10, 2025
Trial date: None Set

Plaintiff, BRIANNE KLIPFEL, alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to hear the subject matter of this complaint. This Court also has jurisdiction over each defendant, as the unlawful business acts alleged herein occurred in California. Plaintiff's claims arise out of and are related to all Defendant's contacts with California.

2. Venue is proper in any county in which an aggrieved employee worked and Labor Code violations allegedly occurred. Venue is proper in this Court because some or all of the violations of law and unlawful practices alleged herein occurred and are occurring in the County of Ventura.

PARTIES

3. Plaintiff is an individual who, at all relevant times, has resided in the State of California.

4. Defendant LENNAR CORPORATION ("LENNAR CORPORATION") is a corporation that conducted, and is conducting, business in the State of California.

5. Defendant LENNAR ASSOCIATES MANAGEMENT, LLC ("LENNAR ASSOCIATES"), is a limited liability company that conducted, and is conducting, business in the State of California.

6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1-5, inclusive, and therefore sues these defendants by such fictitious names and capacities. Plaintiff will seek leave to amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and on that basis alleges that each fictitiously named Defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiff's injuries were proximately caused by the conduct of such defendant.

7. All of the Defendants, including DOES 1-5, are alleged to be co-conspirators with each other, in that each agreed to participate, and participated in, the furtherance of the objective of civil wrongs as alleged in this Complaint.

8. Plaintiff is informed and believes and thereupon alleges that at all times material herein, each defendant was completely dominated and controlled by its, his or her co-Defendants, each was the agent, representative, and alter ego of the others, and all aided and abetted the wrongful acts of the others.

9. Plaintiff is informed and believes and thereupon alleges that at all times material herein, each of the Defendants was the agent, employee and/or joint venturer of, or working in concert with, co-Defendants and was acting within the course and scope of such agency, employment, and/or joint venture or concerted activity. To the extent that said conduct and omissions were perpetrated by certain Defendants, Plaintiff is informed and believes and thereupon alleges that the remaining Defendant and/or Defendants confirmed and ratified said conduct and omissions.

10. Plaintiff is informed and believes and on that basis alleges that at all times relevant herein, the corporate Defendants, and each of them, had the right to control, and controlled, Plaintiff's

1 wages, hours and working conditions, and has the right to control the manner in which Plaintiff
2 performed work duties, including but not limited to supervision of work, engaged Plaintiff, suffered and
3 permitted Plaintiff to work, and they were employers, joint employers, or co-employers of Plaintiff at all
4 relevant times alleged herein.

5 11. Plaintiff is informed and believes and on that basis alleges that at all times relevant herein,
6 the Defendant, and each of them, were an integrated enterprise in that they had an interrelation of
7 operations, centralized control of labor relations, common management, and common ownership or
8 financial control.

9 12. At all times pertinent hereto, California Civil Code section 3294(a) provided that as to
10 defendants who have been guilty of oppression, fraud, or malice, the plaintiff, in addition to the actual
11 damages, may recover exemplary damages for the sake of example and by way of punishing said
12 defendants.

13 13. At all times pertinent hereto, California Civil Code section 3294(a) provided that an
14 employer shall be liable for damages pursuant to subdivision (a) if the employer authorized or ratified
15 the wrongful conduct for which the damages are awarded or was personally guilty of oppression, fraud,
16 or malice.

17 GENERAL ALLEGATIONS

18 14. Defendants jointly employed Plaintiff in California from at least around April 2015 to
19 October 2, 2025. As a company-wide policy and practice, Defendants prohibited its employees from
20 having additional outside employment, business consulting, or other business activities, even if there
21 was no conflict of interest.

22 15. Plaintiff exercised her rights afforded to engage in additional lawful profession, trade, or
23 business. Defendants wrongfully terminated her employment because she exercised her rights afforded
24 to engage in additional lawful profession, trade, or business.

25 16. Defendants also have a policy, pattern and practice of willfully not providing final
26 payment of wages on the date of discharge and did not provide Plaintiff with her final pay on the date of
27 her discharge. Thus, Defendants violated Labor Code sections 201-203.

28 ///

FIRST CAUSE OF ACTION

LABOR CODE § 98.6 RETALIATION

(AGAINST ALL DEFENDANTS AND DOES 1-5)

17. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

18. “A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee . . . because of the exercise by the employee or applicant for employment on behalf of themselves or others of any rights afforded them.” Cal. Lab. Code § 98.6(a).

19. “Any employee who is discharged, threatened with discharge, demoted, suspended, retaliated against, subjected to an adverse action, or in any other manner discriminated against in the terms and conditions of their employment because the employee engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee has made a bona fide complaint or claim to the division pursuant to this part, or because the employee has initiated any action or notice pursuant to Section 2699 shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by those acts of the employer. If an employer engages in any action prohibited by this section within 90 days of the protected activity specified in this section, there shall be a rebuttable presumption in favor of the employee’s claim.” Cal. Lab. Code § 98.6(b)(1).

20. Plaintiff exercised Plaintiff’s rights to engage in additional lawful profession, trade, or business. Defendants terminated Plaintiff’s employment in retaliation.

21. Plaintiff was harmed by Defendants’ conduct.

22. As a direct and proximate result of the actions of Defendants, and each of them, Plaintiff suffered damages in an amount according to proof at trial, and in excess of this Court’s minimal jurisdiction.

23. The conduct of Defendants constituted oppression, fraud, malice and was motivated by hostility and ill will, thereby entitling Plaintiff to an award of punitive damages against Defendant in an amount appropriate to punish and make an example of said Defendant.

24. Defendants ordered, authorized, approved, and/or ratified the conduct herein alleged with intent to retaliate against Plaintiff in violation of fundamental public policies.

25. In doing, ordering, authorizing, approving, and ratifying the acts, policies, and practices alleged herein, Defendants acted in conscious and intentional disregard for the rights, health, and welfare of Plaintiff.

26. Defendants acted with oppression, as such term is defined in Civil Code section 3294(c)(2), in that Defendants engaged in despicable conduct that subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights.

27. Defendants acted with malice, as such term is defined in Civil Code section 3294(c)(1), in that Defendants engaged in despicable conduct carried out with a willful and conscious disregard for Plaintiff's rights.

28. Pursuant to Civil Code section 3294, as a consequence of Defendants, Plaintiff is entitled to recover actual damages, as well as exemplary damages against Defendants, in an amount deemed by the trier of fact sufficient to punish, deter, and make an example of said Defendants.

SECOND CAUSE OF ACTION

WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY

(AGAINST ALL DEFENDANTS AND DOES 1-5)

29. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

30. Defendants' discharge of Plaintiff violated fundamental public policies articulated in the California Constitution, Business and Professions Code, Labor Code, and applicable case law.

31. Plaintiff's engagement in additional lawful profession, trade, or business played substantial or motivating roles in Defendants' decision to discharge Plaintiff.

32. Plaintiff was harmed by Defendant's conduct.

33. As a direct and proximate result of the actions of Defendant, and each of them, Plaintiff suffered damages in an amount according to proof at trial, and in excess of this Court's minimal jurisdiction.

34. The conduct of Defendants, and their managing agents and employees, constituted

oppression, fraud, malice and was motivated by hostility and ill will, thereby entitling Plaintiff to an award of punitive damages against Defendants in an amount appropriate to punish and make an example of said Defendants.

35. Plaintiff is informed, believes, and thereon alleges that Defendants, by and through their respective corporate officers, directors, and managing agents, ordered, authorized, approved, and/or ratified the conduct herein alleged with intent to discriminate against Plaintiff in violation of fundamental public policies.

36. Plaintiff is informed, believes, and thereon alleges that in doing, ordering, authorizing, approving, and ratifying the acts, policies, and practices alleged herein, Defendants, by and through their officers, directors and managing agents acted in conscious and intentional disregard for the rights, health, and welfare of Plaintiff.

37. Defendants acted with oppression, as such term is defined in Civil Code section 3294(c)(2), in that they engaged in despicable conduct that subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights.

38. Defendants acted with malice, as such term is defined in Civil Code section 3294(c)(1), in that they engaged in despicable conduct carried out with a willful and conscious disregard for Plaintiff's rights.

39. Pursuant to Civil Code section 3294, as a consequence of Defendants, by and through their owners, officers, directors and managing agents' promulgation and enforcement of the oppressive and malicious workplace policies and practices described hereinabove, Plaintiff is entitled to recover actual damages, as well as exemplary damages against Defendants, in an amount deemed by the trier of fact sufficient to punish, deter, and make an example of said Defendants.

THIRD CAUSE OF ACTION

LABOR CODE § 203 WAITING TIME PENALTY

(AGAINST ALL DEFENDANTS AND DOES 1-5)

40. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

41. Defendants willfully failed to timely pay Plaintiff all of Plaintiff's owed wages on

Plaintiff's last date of work, in violation of Labor Code section 201, and failed to pay Plaintiff the additional continuing wages as a penalty from the original due date, in violation of California Labor Code section 203.

42. Plaintiff has been harmed by Defendants's conduct and is entitled to a statutory waiting time penalty, in an amount according to proof at trial, interest thereon, and costs.

FOURTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS AND DOES 1-5)

43. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

44. Pursuant to the California Labor Code Private Attorneys General Act ("PAGA"), "Notwithstanding any other provision of law, any provision of [the California Labor Code] that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a). "For all provisions of [the California Labor Code] except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions." Cal. Lab. Code § 2699(f).

45. This PAGA suit "is fundamentally a law enforcement action." *Arias v. Super. Ct.*, 46 Cal. 4th 969, 986 (2009); *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348, 386-387 (2014) ("[E]very PAGA action, whether seeking penalties for Labor Code violations as to only one aggrieved employee—the plaintiff bringing the action—or as to other employees as well, is a representative action on behalf of the state."); *Williams v. Super. Ct.*, 3 Cal. 5th 531, 538 (2017) ("a PAGA suit, essentially a qui tam action filed on behalf of the state to assist it with labor law enforcement"). An employee who brings such an action is acting as an agent of state enforcement agencies. *Kim v. Reins Intl. Cal., Inc.*, 9 Cal.5th 73, 81 (2020).

46. A PAGA "violation" includes, and is used in these allegations to mean, a failure to comply

1 with any requirement of the Labor Code. Cal. Lab. Code § 22.

2 47. This PAGA action is intended to “remediate present violations and deter future ones.”
3 *Williams*, 3 Cal. 5th at 546. The relevant period for the following PAGA allegations in this cause of
4 action is from October 28, 2024, to present and ongoing.

5 48. An employer shall not discharge an employee or in any manner discriminate, retaliate, or
6 take any adverse action against any employee or applicant for employment because of the exercise by
7 the employee on behalf of themselves of any rights afforded them. Lab. Code § 98.6(a). Here, Plaintiff
8 exercised her rights afforded to engage in lawful outside employment. Defendants terminated her
9 employment because she exercised her rights afforded to engage in lawful outside employment. Thus,
10 Defendants violated Labor Code section 98.6 triggering imposition of its civil penalty provision. On
11 information and belief, Defendants also did this to other aggrieved employees. The relevant period of
12 the foregoing allegations for this notice is from one year preceding the original PAGA letter, to present
13 and ongoing.

14 49. Defendants also have a policy, pattern and practice of willfully not providing final
15 payment of wages on the date of discharge and did not provide Plaintiff with her final pay on the date of
16 her discharge. Thus, Defendants violated Labor Code sections 201-203. Defendants also did this to
17 other aggrieved employees. Labor Code Sections 201-203 do not provide for their own self-contained
18 civil penalty within the statute. Thus, Labor Code Section 2699(f)(2) applies. The relevant period of the
19 foregoing allegations for this notice is from one year preceding the original PAGA letter, to present and
20 ongoing.

21 50. Defendants also have a policy, pattern and practice of not furnishing itemized wage
22 statements to their employees and did not furnish itemized wage statements to Plaintiff. Defendants also
23 have a policy, pattern and practice of not keeping and maintaining itemized wage statements of their
24 employees. Thus, Defendants violated Labor Code section 226. Defendants also did this to other
25 aggrieved employees. Labor Code Section 226 does not provide for its own self-contained civil penalty
26 within the statute. Thus, Labor Code Section 2699(f)(2) applies. Defendants also failed to keep
27 itemized wage statement records of the foregoing. Labor Code Section 226 does not provide for its own
28 self-contained “civil” penalty within the statute. Thus, Labor Code Section 2699(f)(2) applies. The

relevant period of the foregoing allegations for this notice is from one year preceding the original PAGA letter, to present and ongoing.

51. “Any employer who violates subdivision (a) of section 226 shall be subject to a civil penalty in the amount” set forth in Labor Code section 226.3 for failing to provide the employee a wage deduction statement or failing “to keep the records required in subdivision (a) of Section 226.” Lab. Code § 226.3. This section “sets out a civil penalty for all violations of section 226.” *Raines v. Coastal Pacific Food Distribs., Inc.*, 23 Cal. App. 5th 667, 675 (2018). “[A] representative PAGA claim for civil penalties for a violation of section 226(a) does not require proof of injury or a knowing and intentional violation. This is true even though these two elements are required to be proven when bringing an individual claim for damages or statutory penalties under section 226(e).” *Raines*, at 670 (emphasis added). Because Defendants violated California Labor Code section 226(a), Defendants are subject to civil penalties under section 226.3 applicable to Plaintiff and other current and former aggrieved employees. The relevant period of the foregoing allegations for this notice is from one year preceding the original PAGA letter, to present and ongoing.

Exhaustion of Administrative Remedies

52. On October 28, 2025, Plaintiff provided notice to the California Labor and Workforce Development Agency (“LWDA”), pursuant to Labor Code § 2699.3, detailing the specific provisions of the foregoing Labor Code sections that have been violated, including the facts and theories to support the violations. The LWDA file number is LWDA-CM-1134693-25. The notice was sent by certified mail on or about October 28, 2025, to Defendant LENNAR ASSOCIATES’ Manager Mark Sustana, (9214 8902 6089 5003 8610 21.). Plaintiff submitted a \$75.00 fee to the LWDA.

53. The LWDA has not, within 65 days of Plaintiff’s Notice of violations of the Labor Code, sent Plaintiff notice that it intends to investigate the violations. Thus, Plaintiff has exhausted Plaintiff’s administrative remedies, pursuant to Labor Code section 2699.3(a), as a prerequisite to assert a civil action, for civil penalties pursuant to Labor Code section 2699. Defendant has not sent any notice to the LWDA attempting to cure the alleged violations of Labor Code statutes not enumerated in Labor Code section 2699.5. Thus, Plaintiff has exhausted Plaintiff’s administrative remedies, pursuant to Labor Code section 2699.3(c), as a prerequisite to assert a civil action, for civil penalties pursuant to

1 Labor Code section 2699.

2 54. On November 21, 2025, Plaintiff submitted a supplemental notice (“Supplemental PAGA
3 Notice”) in LWDA file number LWDA-CM-1134693-25 to the LWDA pursuant to Labor Code §
4 2699.3, detailing the specific provisions of the California Labor Code that have been violated, including
5 the facts and theories to support the violations. The notice was sent to Defendants by certified mail on
6 or about November 21, 2025, (9214 8902 6089 5004 4483 20) and (9214 8902 6089 5004 4483 13).

7 55. The LWDA has not, within 65 days of Plaintiff’s Supplemental PAGA Notice of
8 violations of the Labor Code, sent Plaintiff notice that it intends to investigate the violations. Thus,
9 Plaintiff has exhausted Plaintiff’s administrative remedies, pursuant to Labor Code section 2699.3(a), as
10 a prerequisite to assert a civil action, for civil penalties pursuant to Labor Code section 2699.

11 Defendant has not sent any notice to the LWDA attempting to cure the alleged violations of Labor Code
12 statutes not enumerated in Labor Code section 2699.5. Thus, Plaintiff has exhausted Plaintiff’s
13 administrative remedies, pursuant to Labor Code section 2699.3(c), as a prerequisite to assert a civil
14 action, for civil penalties pursuant to Labor Code section 2699.

15 **PRAYER**

16 WHEREFORE, Plaintiff prays:

- 17 1. For civil penalties pursuant to the California Labor Code §§ 2698 et seq.
18 2. For compensatory special damages in an amount in excess of this Court’s minimal
19 jurisdiction, according to proof at the time of trial, or \$1 million on default.
20 3. For compensatory general damages in an amount in excess of this Court’s minimal
21 jurisdiction, according to proof at the time of trial, or \$1 million on default.
22 4. For statutory penalties pursuant to the California Labor Code.
23 5. For exemplary and punitive damages in an amount deemed sufficient by trier or fact to
24 punish, deter, and make an example of Defendant in an amount according to proof at the time of trial,
25 motion, or default.
26 6. For injunctive relief in the form of an order enjoining the Defendant from continuing
27 violations of employee’s rights to engage in additional lawful profession, trade, or business.
28 7. For reasonable attorneys’ fees pursuant to the California Labor Code and Code of Civil

1 Procedure.

2 8. For costs of suit including expert witness fees.

3 9. For prejudgment interest.

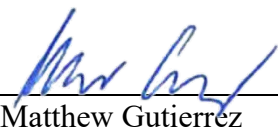
4 10. For such other and further relief as the Court may deem proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff BRIANNE KLIPFEL hereby demands a trial by jury.

7 Dated: January 27, 2026

LAWYERS FOR LEGAL RIGHTS LLP

8
9 By:  _____

10 Matthew Gutierrez

11 Attorney for Plaintiff, BRIANNE KLIPFEL
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28