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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA,**
9 **FOR THE COUNTY OF LOS ANGELES**

10 SHELBY CHARGIN, an Individual,

11 Plaintiff,

12 vs.

13 GREATER THAN DISTRIBUTION LLC, a
14 California Limited Liability Company;
15 GREATER MUSIC GROUP LLC, a
16 California Limited Liability Company;
17 PAULA MOORE, an Individual; COVE
18 LEVY, an Individual; and DOES 1-20,
19 inclusive,

20 Defendants.

Case Number: **26STCV09656**

COMPLAINT FOR:

- (1) Violation of Civil Code § 51.7;
- (2) Violation of Civil Code § 52.1;
- (3) Sexual Assault;
- (4) Discrimination Based on Disability;
- (5) Associational Discrimination Based on Sexual Orientation;
- (6) Discrimination Based on Sex and/or Gender;
- (7) Harassment Based on Sex and/or Gender;
- (8) Retaliation in Violation of FEHA;
- (9) Failure to Take all Reasonable Steps to Prevent and/or Remedy Harassment, Discrimination and/or Retaliation;
- (10) Violation of Labor Code § 98.6;
- (11) Violation of Labor Code § 232.5;
- (12) Violation of Labor Code § 1102.5;
- (13) Violation of Labor Code § 6310;
- (14) Wrongful Termination in Violation of Public Policy;
- (15) Violation of Labor Code §§ 201-203;
- (16) Violation of Labor Code § 204;
- (17) Violation of Labor Code §§ 226.7(A) & 512;
- (18) Violation of Labor Code §§ 510 & 1194;
- (19) Violation of Labor Code § 1197;
- (20) Violation of Labor Code §§ 2800 & 2802;
- (21) Defamation;
- (22) Private Attorney General Act; and
- (23) Failure to Permit Inspection of Personnel and Payroll Records.

Jury Trial Demanded

1 Plaintiff, Shelby Chargin (“Plaintiff”), hereby alleges as follows:
2

3 **JURISDICTION AND VENUE**

4 1. This Court has jurisdiction over this action pursuant to California Constitution Article VI,
5 § 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to
6 other courts." The statutes under which this action is brought do not specify any other basis for
7 jurisdiction.

8 2. Plaintiff has exhausted her administrative remedies by the timely request of a Right to
9 Sue notice from the California Civil Rights Department within three years of the events alleged herein.

10 3. Plaintiff has exhausted her administrative remedies by the timely submission of her
11 claims through the Labor and Workforce Development Agency less than one year after the events alleged
12 herein, providing notice of the same to all parties simultaneously, and the filing of this complaint more
13 than sixty-five days thereafter

14 4. This Court has jurisdiction over all Defendants because, based on information and belief,
15 each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise
16 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by
17 the California courts consistent with traditional notions of fair play and substantial justice.

18 5. Venue is proper in this Court because, upon information and belief, one or more of the
19 named Defendants reside, transact business, or have offices in this county and the acts and omissions
20 alleged herein took place in this county.

21
22 **THE PARTIES**

23 6. Plaintiff, Shelby Chargin, is and, at all times relevant hereto, was a resident of Los
24 Angeles County in the State of California.

25 7. Defendant, Greater than Distribution LLC (“GREATER THAN”), was and is, upon
26 information and belief, a limited liability company incorporated under California law, conducting
27 business within the state of California acting both as itself, and, with the other Defendants.
28

1 8. Defendant, Greater Music Group LLC (“GREATER MUSIC”), was and is, upon
2 information and belief, a limited liability company incorporated under California law, conducting
3 business within the state of California acting both as itself, and, with the other Defendants.

4 9. Plaintiff is informed and believes that Defendant, Paula Moore (“MOORE”), is, upon
5 information and belief, a resident of Los Angeles, County, California.

6 10. Plaintiff is informed and believes that Defendant, Cove Levy (“LEVY”), is, upon
7 information and belief, a resident of Los Angeles, County, California.

8 11. At all times, GREATER THAN, GREATER MUSIC, MOORE, LEVY and DOES 1-20
9 shall hereinafter be collectively referred to as “Defendants.”

10 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
11 the fictitious names DOES 1-20 but prays for leave to amend and serve such fictitiously names
12 Defendants pursuant to California Code of Civil Procedure § 474, once their names and capacities
13 become known.

14 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1–20 are the partners,
15 joint ventures, parent companies, owners, shareholders, or managers or employees of the other
16 defendants and, therefore, were acting on behalf of said defendants.

17 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
18 omissions alleged herein were performed by, or are attributable to, all Defendants, each acting as the
19 agent for the other, with legal authority to act on the other’s behalf. The acts of Defendants were in
20 accordance with, and represent the official policy of Defendants.

21 15. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto
22 and mentioned herein, each Defendant sue herein (both named and DOE Defendants) was the agent,
23 servant, employer, joint venturer, joint employer, contractor, contractee, partner, division owner,
24 subsidiary, division, alias, and/or alter ego with and/or of each of the remaining Defendants and was, at
25 all times, acting within the purpose and scope of such agency, servitude, employment, contract,
26 ownership, subsidiary, alias and/or alter ego and with the authority, consent, approval, control, influence
27 and ratification of each remaining Defendant sued herein.

16. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

FACTUAL ALLEGATIONS

17. GREATER MUSIC and GREATER THAN are music distribution and entertainment companies based in Santa Monica, California. At all times relevant hereto, GREATER MUSIC and GREATER THAN employed dozens of people within the State of California and this County, and was an employer within the meaning of the California Labor Code, applicable Industrial Welfare Commission Wage Orders, and Government Code § 12926, and was therefore subject to the requirements of the Fair Employment and Housing Act (“FEHA”), Government Code § 12940 et seq. Plaintiff is informed and believes, and thereon alleges, that GREATER MUSIC and GREATER THAN operated through related entities, which together directed and benefited from Plaintiff’s labor.

18. On or about August 1, 2024, Defendants hired Plaintiff as Director of Marketing, Artist and Brand Strategy. Notwithstanding this title, Plaintiff's actual duties were consistent with those performed by non-salaried, hourly, and otherwise non-exempt workers, including assisting MOORE with whatever she requested, setting up and tearing down events, handling artist and brand support, performing graphic design, video editing, content management, and social media posting, and carrying out the hands-on operational work required to keep Defendants' tours, events, and promotional activities running. Plaintiff's work was practical, production-oriented, deadline-driven, and task-based, rather than managerial in character. At all times while employed by Defendants, Plaintiff was a loyal and diligent worker who performed her duties competently and to Defendants' satisfaction.

19. From on or about August 2024 to approximately June 25, 2025, Plaintiff performed work for the sole and direct benefit of Defendants' various entities, including GREATER MUSIC and GREATER THAN. While performing work for Defendants' direct and sole benefit, Defendants collectively served as Plaintiff's joint employers in that they shared and/or exercised control over

1 Plaintiff's wages, hours, duties, supervision, discipline, assignments, travel, reimbursement practices,
2 and separation from employment.

3 20. At all times while performing work for Defendants' sole and direct benefit, Defendants
4 willfully misclassified Plaintiff as an independent contractor and/or as exempt from overtime so they
5 could avoid their legal obligations to compensate Plaintiff properly for all hours worked, including
6 overtime hours, avoid paying minimum wages for all compensable time, avoid providing meal and rest
7 periods or premium pay in lieu thereof, avoid furnishing accurate itemized wage statements, avoid
8 reimbursing Plaintiff for all necessary business-related expenses, avoid providing employment-related
9 benefits and protections owed to employees, and avoid incurring payroll taxes, Workers' Compensation
10 obligations, and other costs required by California law.

11 21. At all relevant times, Plaintiff met the criteria for employee status under California law
12 and, therefore, should have been classified as Defendants' joint employee. Defendants controlled
13 Plaintiff in all material respects, including the requirements, duties, responsibilities, manner, means,
14 timing, and location of the work she performed for Defendants' direct and sole benefit. Plaintiff worked
15 a regular schedule dictated by Defendants, remained under their control, accepted assignments from
16 them, and was subject to discipline. At no time did Plaintiff operate through her own corporation or
17 independent enterprise, and at no time did she perform services as part of an independently established
18 trade, occupation, or business separate from Defendants' operations.

19 22. At no time did Plaintiff have the power to hire or fire employees, determine rates of pay,
20 formulate company policy, bind Defendants in matters of significance, control budgets, or make the sort
21 of high-level discretionary decisions necessary to qualify for any executive, administrative, or
22 managerial exemption. At no time did Plaintiff customarily and regularly direct the work of two or more
23 employees within the meaning of California wage law, nor did she make personnel recommendations
24 given particular weight. Rather, Defendants provided Plaintiff with assignments, supervised her on a
25 daily basis, and consistently dictated what had to be done, when it had to be done, where it had to be
26 done, and how quickly it had to be accomplished.

27 23. At no time did Plaintiff possess meaningful discretion as to the hours she would work. At
28 no time did she possess the genuine ability to decline assignments without risk of criticism or discipline.

1 At no time did she possess the ability to perform work for Defendants' competitors. On the contrary,
2 during the relevant time period, Plaintiff worked solely and exclusively for Defendants' benefit, and
3 Defendants precluded Plaintiff from accepting work that would in any way compete with, interfere with,
4 or detract from the work Defendants required her to perform.

5 24. As a result of Defendants' and MOORE's policies, procedures, and practices applicable
6 to Plaintiff's work, Plaintiff typically spent approximately 80% to 90% of her working time performing
7 hourly, operational, production, administrative, and otherwise non-exempt duties, not managerial ones.
8 Her work centered on execution, not management; on carrying out directives, not formulating policy;
9 and on doing the work herself, not directing others to do it.

10 25. For example, although Plaintiff bore a "Director" title, her day-to-day work consisted of
11 hands-on and production-heavy tasks such as building out artist strategy components at Defendants'
12 direction, running and producing events, creating and editing content, performing graphic design and
13 video editing, handling social media-related duties, carrying equipment, setting up and tearing down
14 tents and event spaces, and remaining on her feet for long hours during tours and live events. Plaintiff's
15 physical requirements included lifting approximately 30 to 40 pounds and being on her feet for
16 approximately 12 hours during tour jobs. These are not the primary duties of a bona fide executive
17 employee.

18 26. At all times, Plaintiff's actual daily duties, as described herein, made Plaintiff a non-
19 exempt employee under the laws of the State of California. While working as Director of Marketing,
20 Artist and Brand Strategy, Plaintiff never met the qualifications of being exempt from overtime
21 compensation under any applicable California exemption, including but not limited to the executive,
22 administrative, or professional exemptions, and therefore should have been paid overtime wages and
23 afforded all protections applicable to non-exempt employees. Despite the fact that Plaintiff spent well in
24 excess of 50% of her working time performing non-exempt duties, Defendants misclassified Plaintiff as
25 exempt and failed and refused to pay her overtime wages despite the substantial overtime hours she
26 worked each and every week. Instead, Plaintiff was paid a fixed amount regardless of how many hours
27 she worked.

1 27. As an illegally misclassified independent contractor and/or exempt employee, Plaintiff
2 consistently worked in excess of eight (8) hours in a day and more than forty (40) hours in a workweek,
3 for which no overtime compensation was paid by Defendants. On average, Plaintiff worked between
4 forty-five (45) and one hundred and twelve (112) hours per week and/or between nine (9) and sixteen
5 (16) hours per day, five (5) to seven (7) days per week, all for Defendants' sole benefit. Although
6 Defendants may have attempted to characterize some of Plaintiff's work as "project-based," Plaintiff in
7 fact worked continuously, remained on call, and performed work whenever and wherever Defendants
8 demanded it.

9 28. During the "Scouting for Stars Tour," Plaintiff's hours became particularly extreme. For
10 example, beginning approximately February 15, 2025, Plaintiff started tour work involving
11 approximately 12-hour days; from March 9 through March 13, 2025, Plaintiff worked approximately
12 16-hour days; and from March 14, 2025 through June 2025, Plaintiff continued working approximately
13 12-hour days, often while traveling and working live events for extended stretches, including
14 approximately 30 straight days with only two off days, while still continuing to work. Defendants never
15 paid Plaintiff overtime for these substantial excess hours.

16 29. However, at all relevant times, Defendants paid Plaintiff only a set salary or flat amount
17 untethered to the actual number of hours worked, and effectively compensated her as though she worked
18 only a standard workweek. Consequently, Plaintiff was never paid lawful overtime wages for the
19 additional five (5) to seventy-two (72) overtime hours she worked per week, on average, while employed
20 by Defendants.

21 30. As a direct result of Defendants' failure to pay Plaintiff compensation for all hours
22 worked beyond forty (40) hours per week and beyond eight (8) hours per day, Plaintiff's effective hourly
23 wages for the uncompensated hours she worked often fell below the applicable minimum wage,
24 including Santa Monica's minimum wage rates. Consequently, in addition to failing to pay Plaintiff all
25 overtime wages owed, Defendants also failed to pay Plaintiff all minimum wages owed to her under
26 California law and applicable local ordinances.

27 31. At all times while employed by Defendants, Plaintiff was rarely, if ever, provided or
28 permitted to take lawful meal periods. There was no policy or actual practice in place that allowed

1 Plaintiff to take a compliant, uninterrupted 30-minute off-duty meal period before the end of the fifth
2 hour of work or a second compliant meal period before the end of the tenth hour of work. Rather, it was
3 Defendants' and/or MOORE's policy, practice, and expectation that Plaintiff, like other workers, could
4 only try to eat when she had finished the substantial number of tasks assigned to her and when things
5 were not "busy," which was almost never. Because of understaffing, excessive assignments, travel
6 obligations, and constant demands from Defendants, Plaintiff was usually denied meal periods
7 altogether.

8 32. Even when Plaintiff managed to eat something while working, her purported meal periods
9 were on-duty, interrupted, cut short, and never relieved her of all duties for anywhere close to 30 minutes.
10 During tours and events, Plaintiff remained responsible for event coordination, communications, content
11 tasks, artist support, and related operational duties, and was expected to remain available and responsive
12 at all times. Thus, any supposed meal break was not a lawful off-duty meal period, but merely working
13 while trying to eat.

14 33. One particularly telling example occurred on or about April 12, 2025. Plaintiff was
15 suffering severe menstrual symptoms related to Polycystic Ovary Syndrome (PCOS), bled through her
16 undergarments, was not permitted to use the bathroom in the green room because artists were using it to
17 change costumes, had to walk over one mile to another bathroom, could not go obtain tampons, and still
18 was expected to stay and work through load-out. This incident exemplifies that Defendants did not
19 merely fail to formalize break policies; they maintained working conditions in which lawful meal and
20 rest breaks were not realistically possible.

21 34. At all times while employed by Defendants, Plaintiff was also rarely, if ever, provided or
22 permitted to take lawful rest periods. While employed by Defendants, there was no policy or actual
23 practice in place ensuring employees were authorized and permitted to take duty-free ten-minute rest
24 periods for every four hours worked or major fraction thereof. Plaintiff was only allowed to attempt to
25 take a rest period when business permitted. As a result of understaffing, travel demands, the substantial
26 number of tasks assigned to Plaintiff, and Defendants' expectation that Plaintiff remain continuously
27 available, Plaintiff was almost never allowed to take a rest period of at least ten uninterrupted minutes.

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1 Even when Plaintiff attempted to pause from work, she was interrupted and required to resume work-
2 related duties.

3 35. As a requirement of Plaintiff's job, Defendants demanded that Plaintiff use her personal
4 cellular phone and laptop computer as part of the work she performed for Defendants' sole benefit.
5 Defendants required Plaintiff to use her personal cellular phone to receive work-related calls and text
6 messages, communicate with artists and coworkers, and manage social media accounts. Defendants
7 required Plaintiff to use her personal laptop for work-related communications, graphic design, video
8 editing, content management, and other work tasks. Additionally, because a large portion of Plaintiff's
9 job required travel to different locations related to musical performances, tour stops, and promotional
10 events, Plaintiff was required to incur travel-related expenses such as airline flights, lodging, meals, and
11 rideshare expenses. At all relevant times, Defendants knew or should have known that Plaintiff was
12 incurring and not being reimbursed for these expenses because Defendants themselves required and
13 relied upon Plaintiff's use of her phone, laptop, internet, transportation, and lodging to perform the work
14 they assigned.

15 36. Despite incurring significant necessary expenditures as a direct result of performing work
16 for Defendants' sole and direct benefit, Defendants failed to reimburse Plaintiff for the cost of her laptop,
17 failed to reimburse her for her cellular phone expenses, failed to reimburse costs associated with internet
18 service, and failed to reimburse travel expenses incurred while working for Defendants. Plaintiff incurred
19 valid work-related travel expenses that remained unpaid, causing financial hardship and strain. Thus,
20 Plaintiff sustained unpaid business expenses that Defendants must reimburse.

21 37. At all relevant times, Defendants knew or should have known that Plaintiff was not
22 receiving all minimum wages, overtime wages, meal periods, rest periods, and/or reimbursement owed
23 to her because Defendants' owners, principals, officers, agents, supervisors, and employees witnessed
24 Plaintiff working such hours, required Plaintiff to work such hours, assigned Plaintiff so much work that
25 she could not feasibly take lawful breaks, required Plaintiff to travel and use personal tools to do her job,
26 and knowingly maintained understaffed operations to save labor costs despite the foreseeable
27 consequences those practices caused. Despite such knowledge, Defendants, including MOORE and
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1 other managing agents, later made and/or caused to be made false statements concerning Plaintiff's
2 performance, conduct, and alleged policy violations in connection with her discipline and termination.

3 38. At no time during or after Plaintiff's employment did Defendants provide Plaintiff with
4 an accurate itemized wage statement in writing showing, among other things, the applicable inclusive
5 dates of the pay period, total hours worked, regular and overtime hours worked, applicable hourly rates,
6 gross wages earned, net wages earned, or a breakdown of deductions taken from her wages. Plaintiff did
7 not clock in or out, and Defendants nonetheless failed to furnish wage statements accurately reflecting
8 the hours they knew or should have known she worked.

9 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned,
10 Defendants were advised by lawyers and/or other professionals knowledgeable about California labor
11 and employment law, wage and hour compliance, personnel practices, and the requirements imposed by
12 California law. Despite such knowledge, Defendants knowingly and intentionally misclassified Plaintiff
13 as exempt and/or as an independent contractor, refused to pay Plaintiff all minimum and overtime wages
14 owed, failed to timely pay wages during employment and at separation, failed to provide lawful meal
15 and rest periods or premium compensation in lieu thereof, failed to reimburse Plaintiff for necessary
16 business expenses, failed to provide accurate itemized wage statements, and failed to provide
17 employment protections and benefits mandated under California law.

18 40. As a direct and proximate result of Defendants' violations of California law, Plaintiff has
19 been damaged and is owed, among other things, unpaid minimum wages, unpaid overtime wages,
20 premium wages for missed meal and rest periods, unpaid business expense reimbursement, liquidated
21 damages where available, waiting time penalties, wage statement penalties, statutory penalties,
22 compensatory damages, interest, attorneys' fees, and costs.

23 41. Moreover, from August 2024 through February 2025, and continuing thereafter, Plaintiff
24 made routine complaints to Defendants that she was not being paid on time, that she was not being paid
25 properly, and that Defendants had failed to reimburse her for incurred business expenses. Plaintiff would
26 reach out when she had not been paid by the expected time, including around the 5th of the month, and
27 she made such complaints verbally and/or by text to MOORE. Plaintiff also discussed wages and late
28

1 payments with coworkers and others during the tour because workers were concerned about not being
2 paid.

3 42. Plaintiff thereby engaged in protected activity under California law, including but not
4 limited to complaining about unpaid wages, late wages, unreimbursed expenses, unlawful labor
5 practices, unsafe and hostile working conditions, and discussing wages and compensation with
6 coworkers and others. Defendants were aware of Plaintiff's protected activity. For example, on or about
7 April 26, 2025, Plaintiff discussed wage rates and late payment concerns with coworkers and others
8 because she was worried people were not being paid, and on or about May 6, 2025, her coworkers told
9 Plaintiff she was not allowed to discuss how much everyone was being paid or late payments, after which
10 MOORE warned Plaintiff about such discussions.

11 43. At all relevant times, Plaintiff also belonged to protected classes under FEHA, including
12 sex and gender, and medical condition and/or disability, including but not limited to conditions related
13 to her reproductive health such as PCOS, of which Defendants were aware or should have been aware.
14 Plaintiff was also associated with, and/or perceived to be associated with, individuals within the
15 LGBTQ+ community, including through her expressed identity, relationships, and advocacy, thereby
16 placing her within FEHA's protections against associational discrimination. Instead of protecting
17 Plaintiff and ensuring a workplace free from discrimination, harassment, retaliation, and coercion,
18 Defendants subjected Plaintiff to and/or permitted her to be subjected to unlawful treatment because of
19 her protected characteristics and protected activities.

20 44. On or about March 29, 2025, Plaintiff's coworker, LEVY, began, and/or by then had
21 already engaged in, a pattern and practice of sexually harassing Plaintiff. LEVY's sexual harassment
22 occurred during travel assignments and throughout Plaintiff's employment with Defendants. Such
23 harassment was unsolicited, unwanted, objectively offensive, because of Plaintiff's sex and/or gender,
24 and sufficiently severe and/or pervasive to alter the conditions of Plaintiff's employment, interfere with
25 her work performance, and create a work environment that was hostile, intimidating, offensive,
26 oppressive, and abusive both to a reasonable person in Plaintiff's circumstances and to Plaintiff herself.

27 45. For example, on or about March 29, 2025, after LEVY asked Plaintiff what she was doing
28 after work and Plaintiff responded that she was going to a bar known to frequented by homosexual

1 clientele, LEVY made an unwelcome sexual advance by propositioning Plaintiff: "You don't have to go
2 to the gay bar, you can come back to my room." LEVY's conduct was sexual in nature, unwelcome, and
3 offensive, and constituted an unwanted sexual advance directed at Plaintiff because of her sex and/or
4 gender, including conduct that was triggered by and responsive to Plaintiff's sexual orientation and/or
5 perceived associations, thereby reinforcing the hostile environment. Plaintiff immediately promptly
6 reporting the conduct to Defendants' management.

7 46. Thereafter, Plaintiff complained of LEVY's harassing conduct to her supervisor, the Vice
8 President of Marketing, who instructed Plaintiff to report it to Defendants' CEO, MOORE. Later that
9 week, Plaintiff reported LEVY's harassing conduct to MOORE, who stated that she would handle it.
10 Defendants thereby had actual notice of LEVY's unlawful conduct yet failed to protect Plaintiff from
11 further harm.

12 47. Nonetheless, LEVY's sexually harassing conduct escalated to greater and more
13 significant examples of offensive, coercive, and physically intrusive conduct. On or about April 12,
14 2025, LEVY covered Plaintiff's eyes with a blanket in a coercive and threatening manner. LEVY also
15 made further sexually charged and discriminatory remarks to Plaintiff, including statements to the effect
16 of, "I've never dated white women before. Maybe I should start," when Plaintiff was alone. LEVY's
17 conduct included unwanted physical interference and conduct placing Plaintiff in reasonable
18 apprehension of imminent harmful or offensive contact, and thus constituted sexual assault, violated
19 Plaintiff's right to bodily integrity, and further contributed to the hostile work environment.

20 48. Plaintiff did not solicit or invite LEVY's conduct and regarded it as undesirable,
21 offensive, and threatening. Plaintiff reported the foregoing incidents to coworkers and management, and
22 learned that LEVY had engaged in similar harassing behavior toward other female employees. Despite
23 this, Defendants failed to take immediate and appropriate corrective action, failed to conduct a
24 reasonable and adequate investigation, failed to prevent further harassment, and instead required Plaintiff
25 to continue working in circumstances where she remained exposed to LEVY during travel assignments
26 and related work activities.

27 49. In addition to LEVY's conduct, Plaintiff was subjected to discriminatory and hostile
28 comments and treatment because of her protected characteristics. MOORE criticized Plaintiff for

1 allegedly “shoving the LGBT community” down her throat and questioned how such matters pertained
2 to an artist’s branding. Plaintiff also was subjected to derogatory remarks, including being referred to as
3 a “double stuffed Oreo,” which Plaintiff reasonably perceived as degrading, discriminatory, and part of
4 the broader hostile environment. These remarks reinforced to Plaintiff that Defendants viewed her
5 protected characteristics and her associations with and/or advocacy for members of the LGBTQ+
6 community with hostility rather than neutrality.

7 50. At all relevant times, Plaintiff suffered from a medical condition and/or disability,
8 including but not limited to PCOS and related reproductive health conditions, which at times caused
9 significant symptoms affecting her physical condition and bodily functions. Defendants were aware of,
10 or should have been aware of, Plaintiff’s condition, including through observable symptoms and
11 circumstances requiring basic workplace accommodations such as access to restroom facilities, time to
12 attend to personal medical needs, and reasonable flexibility in work conditions. Despite such knowledge,
13 Defendants failed to engage in any good faith interactive process, failed to provide reasonable
14 accommodations, and instead required Plaintiff to continue working under conditions that exacerbated
15 her condition and denied her access to basic necessities. Defendants’ conduct constituted discrimination
16 on the basis of disability and/or medical condition in violation of FEHA.

17 51. After Plaintiff complained about sexual harassment, discrimination, late and unpaid
18 wages, unreimbursed expenses, unlawful labor practices, and unsafe and hostile working conditions,
19 Defendants subjected Plaintiff to adverse actions. These actions included increased hostility, scrutiny,
20 and criticism; attempts to remove Plaintiff from the tour; instructions that she was not allowed to discuss
21 wages and late payments; the making and publication of false and disparaging accusations regarding
22 Plaintiff’s conduct and performance; pretextual accusations of poor conduct, misconduct, and
23 confidentiality breaches; curtailment of duties; demands for the return of equipment; and, ultimately,
24 termination of Plaintiff’s employment.

25 52. For example, after Plaintiff complained about LEVY’s harassment and the discomfort of
26 being housed in circumstances involving LEVY, and after Plaintiff complained of wage issues and
27 related unlawful treatment, Defendants issued a disciplinary communication accusing Plaintiff of
28 providing false information, disclosing confidential information, disrupting work, retaliating against the

1 CEO, failing to provide deliverables, and engaging in unsatisfactory performance. These statements were
2 false, known by Defendants to be false at the time they were made, and were communicated to other
3 employees and individuals within Defendants' organization who did not have a legitimate need to know
4 such information. Plaintiff alleges these accusations were false, pretextual, and retaliatory. Plaintiff
5 responded in writing that her most recent communications with Defendants had concerned her
6 discomfort staying at an Airbnb with LEVY, whom she had previously reported for sexual harassment,
7 and also noted unpaid reimbursements and expenses Defendants had failed to cover.

8 53. On or about June 23, 2025, Defendants terminated Plaintiff's employment under the
9 pretext of contract termination. In doing so, Defendants relied upon and republished the foregoing false
10 accusations regarding Plaintiff's alleged misconduct and performance as justification for her
11 termination. The timing, circumstances, and sequence of events demonstrate that Defendants' stated
12 reasons were pretext and that Defendants terminated Plaintiff because she opposed and complained about
13 unlawful harassment, discrimination, retaliation, wage violations, reimbursement violations, and unsafe
14 and hostile work conditions, and because she engaged in activities protected by FEHA and the Labor
15 Code, including discussing wages. Defendants' false statements had a natural tendency to injure Plaintiff
16 in her profession and to harm her reputation within the workplace and in her field. Shortly thereafter,
17 Defendants attempted to reduce Plaintiff's work to only a handful of June dates and asserted a final
18 compensation figure that did not include all wages, overtime, and reimbursements owed, further
19 evidencing Defendants' ongoing attempt to minimize and evade their wage obligations.

20 54. Defendants' conduct, as alleged herein, violated fundamental public policies of the State
21 of California, including but not limited to those embodied in Government Code § 12940 et seq.; Labor
22 Code §§ 98.6, 201–203, 204, 226, 226.7, 232.5, 2802, 510, 512, 1102.5, 1194, 1197, and 6310; and Civil
23 Code §§ 43, 51.7, and 52.1.

24 55. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
25 continues to suffer substantial harm, including lost wages, unpaid compensation, unpaid overtime,
26 unpaid minimum wages, missed-break premiums, unreimbursed business expenses, waiting time
27 penalties, wage statement penalties, damage to her professional reputation and standing in her industry,
28

1 emotional distress, anxiety, humiliation, fear, loss of enjoyment of life, and other economic and non-
2 economic damages in an amount according to proof.

3 56. At all times, Defendants' conduct, as described above, was enacted maliciously,
4 fraudulently and in total disregard and oppression of Plaintiff's rights and welfare. As a result of these
5 circumstances, Plaintiff has been damaged economically by the loss of both her current and future
6 employment, benefits, and income with Defendants, as well as other opportunities for income and/or
7 benefits. As a direct result of Defendants' conduct, Plaintiff has also been damaged non-economically,
8 including both emotionally and physically, now and in the foreseeable future. The full extent of
9 Plaintiff's damages, all of which exceed the jurisdictional minimum, will be subject to a matter of proof.

10
11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF CIVIL CODE § 51.7**

13 **(AGAINST ALL DEFENDANTS AND DOES 1-20)**

14 57. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
15 allegations contained in this complaint, and incorporates them by reference into this cause of action as
16 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

17 58. At all times herein, California Civil Code § 43 provides that "every person has, subject
18 to the qualifications and restrictions provided by law, the right of protection from bodily restraint or
19 harm, from personal insult, from defamation, and from injury to her personal relations." Plaintiff's rights
20 to personal security, bodily integrity, and freedom from bodily restraint or harm, as protected under Civil
21 Code § 43, were implicated and violated by Defendants' conduct as alleged herein.

22 59. At all times herein, California Civil Code § 51.7 provides that all persons have the right
23 to be free from any violence, or intimidation by threat of violence, committed against their persons
24 because of protected characteristics, including, but not limited to, sex, gender, and/or sexual orientation.

25 60. At all times relevant hereto, Civil Code § 51.7 was in full force and effect, and binding
26 on Defendants, and each of them, and provides that all persons within the jurisdiction of this state have
27 the right to be free from any violence, or intimidation by threat of violence, committed against their
28

1 persons or property because of protected characteristics, including, but not limited to, sex, gender, and/or
2 sexual orientation, or because another person perceives them to have one or more of those characteristics.

3 61. At all times, Defendants' refusal to take corrective action and provide protection from
4 harassment, assault and/or potential continued acts of workplace violence, including sexual assault,
5 violates the law because Plaintiff was acting during the course and scope of her employment when she
6 was subjected to such unlawful conduct. Defendants failed to provide a workplace free from violence
7 and bodily harm as related to Plaintiff's sex, gender, and/or sexual orientation, thereby denying Plaintiff
8 protection in any way against harassment, violence and/or continued risks of workplace violence
9 pertaining to her sex, gender, and/or sexual orientation, all in direct violation of California Civil Code
10 §§ 43 and 51.7 and related provisions. Defendants' conduct deprived Plaintiff of her right to be free from
11 bodily restraint, harm, and offensive physical contact, and placed Plaintiff in reasonable apprehension
12 of imminent harmful or offensive contact, thereby violating her personal security interests protected
13 under Civil Code § 43. By way of example, LEVY targeted Plaintiff after learning of her sexual
14 orientation by making sexually explicit propositions, including inviting Plaintiff to his room instead of
15 going to a gay bar, and thereafter engaged in escalating conduct, including physically interfering with
16 Plaintiff by covering her eyes with a blanket without her consent, conduct which was coercive,
17 intimidating, and physically intrusive.

18 62. The Constitution and laws of both the United States and California protect the rights of
19 an individual to be employed and work in an environment free of workplace violence, threats of violence
20 and/or harassment. As alleged hereinabove, Defendants violated and interfered with Plaintiff's right to
21 work in an environment free of violence and intimidation, including on the basis of her protected status
22 and/or protected employment activities, not only by failing to protect her from unlawful harassment
23 and/or acts of violence, but also in punishing her for attempting to protect herself from the same.
24 Defendants retaliated against and wrongfully terminated Plaintiff, at least in part, for reporting, resisting
25 and/or complaining of the unlawful sexual harassment, sexual assault and/or other unlawful violent acts
26 in the workplace. Defendants, including MOORE, had actual knowledge of LEVY's conduct through
27 Plaintiff's complaints yet failed to take immediate corrective action and instead required Plaintiff to
28

1 continue working in close proximity to LEVY, including during travel assignments and employer-
2 controlled environments, thereby ratifying and perpetuating the intimidation and risk of violence.

3 63. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
4 continues to suffer actual, consequential and incidental financial losses, including without limitation,
5 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
6 in her field and damage to her professional reputation, the exact amount of which is not yet known and
7 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
8 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an
9 amount according to proof.

10 64. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
11 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
12 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
13 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
14 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof. Plaintiff
15 experienced fear, intimidation, and apprehension as a result of LEVY's conduct, which would cause a
16 reasonable person to feel threatened and unsafe.

17 65. The conduct of Defendants in violating Civil Code § 51.7 subjected Plaintiff to cruel and
18 unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
19 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
20 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
21 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
22 ratified by officers, directors or managing agents of the corporation and/or was the result of the
23 application of unlawful, malicious or oppressive policies and procedures. As a consequence of the
24 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
25 damages in a sum to be shown according to proof pursuant to Civil Code § 3294. Such conduct includes
26 Defendants' knowing failure to intervene and protect Plaintiff after receiving notice of ongoing sexually
27 motivated and physically intimidating conduct.

66. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she is entitled to recover pursuant to Civil Code § 52(b). Plaintiff further seeks statutory damages, actual damages, and punitive damages as permitted under Civil Code § 52.

SECOND CAUSE OF ACTION
VIOLATION OF CIVIL CODE § 52.1
(AGAINST ALL DEFENDANTS AND DOES 1-20)

67. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this claim.

68. At all times herein, California Civil Code § 43 provides that “every person has, subject to the qualifications and restrictions provided by law, the right of protection from bodily restraint or harm, from personal insult, from defamation, and from injury to her personal relations.” Plaintiff’s rights to personal security, bodily integrity, and freedom from bodily restraint or harm, as protected under Civil Code § 43, were interfered with by Defendants’ conduct as alleged herein.

69. At all times herein, California Civil Code § 52.1 (the “Bane Act”) provides a private right of action where a person interferes, or attempts to interfere, by threats, intimidation, or coercion, with the exercise or enjoyment of rights secured by the Constitution or laws of the United States or the State of California.

70. At all times relevant hereto, Civil Code § 52.1, also known as the Tom Bane Civil Rights Act (the “Bane Act”), was in full force and effect, and binding on Defendants, and each of them. The Bane Act provides that “Any individual whose exercise or enjoyment of rights secured by the Constitution or laws of the United States, or of rights secured by the Constitution or laws of this state, has been interfered with, or attempted to be interfered with ... may institute and prosecute in their own name and on their own behalf a civil action for damages ... to protect the peaceable exercise or enjoyment of the right or rights secured.”

71. At all times, Defendants' refusal to take corrective action and provide protection from harassment, assault and/or potential continued acts of workplace violence, including sexual assault,

1 violates the law because Plaintiff was acting during the course and scope of her employment when she
2 was subjected to such unlawful conduct. Therefore, Defendants not only failed to provide a workplace
3 free from violence and bodily harm, but enabled and encouraged the same, thereby denying Plaintiff
4 protection in any way against harassment, violence and/or continued risks of workplace violence,
5 including sexual assault, and, thus, interfering with Plaintiff's peaceable exercise and/or enjoyment of
6 her rights, all in direct violation California Civil Code §§ 43 & 52.1 and related provisions. Defendants,
7 through threats, intimidation, and coercion, interfered with Plaintiff's rights to bodily integrity, personal
8 security, and freedom from restraint and harmful or offensive contact, including placing Plaintiff in
9 reasonable apprehension of imminent harmful or offensive contact, as protected under Civil Code § 43.
10 By way of example, LEVY engaged in threats, intimidation, and coercion by making sexually charged
11 propositions toward Plaintiff after learning of her sexual orientation, including inviting Plaintiff to his
12 room, and thereafter engaging in physically intrusive conduct by covering Plaintiff's eyes with a blanket
13 without her consent, which restrained, disoriented, and intimidated Plaintiff, thereby interfering with her
14 bodily autonomy and sense of safety.

15 72. The Constitution and laws of both the United States and California protect the rights of
16 an individual to be employed and work in an environment free of workplace violence, threats of violence
17 and/or harassment. As alleged hereinabove, Defendants violated and interfered with Plaintiff's right to
18 work in an environment free of violence and intimidation, including on the basis of her protected status
19 and/or protected employment activities, not only by failing to protect her from unlawful harassment
20 and/or threats of violence, but also in punishing her for attempting to protect herself from the same.
21 Defendants retaliated against and wrongfully terminated Plaintiff, at least in part, for reporting, resisting
22 and/or complaining of unlawful sexual harassment, sexual assault and/or other unlawful acts of violence
23 in the workplace. Defendants, including MOORE, had actual knowledge of LEVY's conduct through
24 Plaintiff's complaints and nevertheless failed to take corrective action and instead required Plaintiff to
25 continue working in close proximity to LEVY, including during travel and in employer-controlled
26 environments, thereby subjecting Plaintiff to ongoing coercion and intimidation.

27 73. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
28 continues to suffer actual, consequential and incidental financial losses, including without limitation,

1 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
2 in her field and damage to her professional reputation, the exact amount of which is not yet known and
3 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
4 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an
5 amount according to proof.

6 74. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
7 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
8 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
9 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
10 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof. Plaintiff
11 experienced fear, coercion, and intimidation as a result of Defendants' conduct, which interfered with
12 her ability to freely perform her job and exist in the workplace without fear of harm.

13 75. The conduct of Defendants in failing to protect Plaintiff from workplace violence
14 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
15 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
16 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
17 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct
18 was engaged in, authorized or ratified by officers, directors or managing agents of the company and/or
19 was the result of the application of unlawful, malicious or oppressive policies. As a consequence of the
20 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
21 damages against Defendants in a sum to be shown according to proof at trial. Such conduct includes
22 Defendants' conscious disregard of Plaintiff's rights by knowingly allowing coercive and intimidating
23 conduct to continue after receiving notice.

24 76. Pursuant to Civil Code § 52.1, Plaintiff is entitled to recover statutory damages, actual
25 damages, punitive damages, injunctive relief, attorneys' fees, and costs.

1 **THIRD CAUSE OF ACTION**

2 **SEXUAL ASSAULT**

3 **(AGAINST GREATER THAN, GREATER MUSIC, LEVY, AND DOES 1-20)**

4 77. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
5 allegations contained in this complaint, and incorporates them by reference into this cause of action as
6 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

7 78. At all times herein, California *Civil Code* § 43 provides that “every person has, subject to
8 the qualifications and restrictions provided by law, the right of protection from bodily restraint or harm,
9 from personal insult, from defamation, and from injury to [her] personal relations.” At all times,
10 Defendants failed to provide a workplace free from violence and bodily harm, thereby denying Plaintiff
11 protection in any way against harassment, violence and/or continued risks of workplace violence
12 including sexual assault, in direct violation of California *Civil Code* § 43.

13 79. At all times, Defendants’ refusal to take corrective action and provide protection from
14 harassment, assault, and/or potential continued acts of workplace violence, including sexual assault,
15 violates the law because Plaintiff was acting during the course and scope of her employment when she
16 was subjected to such unlawful conduct.

17 80. In doing the acts herein alleged, Defendants, and each of them, acted with the intent to
18 cause an imminent apprehension of harmful or offensive contact. Said non-consensual sexual acts
19 include, but are not limited to, physical touching Plaintiff, including within a sexual context and/or
20 manner, without her permission or solicitation.

21 81. Defendants knew or should have known of the sexual assault, especially since such was
22 committed by managers and/or supervisors who were authorized by Defendants as its agents to act on
23 behalf of Defendants with authority over Plaintiff while committing such acts, thereby making
24 Defendants itself directly, strictly and vicariously liable for such unlawful conduct. Further, at all times,
25 Defendants failed to exercise reasonable care to prevent and promptly correct any future assault against
26 Plaintiff, at Defendants’ workplace and, indeed, retaliated against Plaintiff by wrongfully terminating
27 her. In so doing, Defendants ratified LEVY’s sexual assault of Plaintiff, thereby making Defendants, and
28 each of them, directly and strictly liable for the same.

1 82. At all times herein, pursuant to *Civil Code* § 43 and *Code of Civil Procedure* § 340.16,
2 Plaintiff's claims of sexual assault are also timely filed. Furthermore, by the aforesaid acts and conducts
3 of Defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages
4 pursuant to *Civil Code* § 3333 and *Code of Civil Procedure* § 340.16, including, but not limited to,
5 medical bills, attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will
6 seek leave of Court to amend when ascertained.

7 83. As a direct and proximate result of Defendants' conduct, Plaintiff suffered shock, pain,
8 discomfort, and anxiety. The exact nature and extent of said injuries are not known to the Plaintiff, who
9 will pray leave of Court to insert the same when they are ascertained. Plaintiff does not at this time know
10 the exact duration or permanence of said injuries, but is informed and believes, and thereon alleges, that
11 some of the said injuries are reasonably certain to be permanent in character.

12 84. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
13 continue to suffer severe and serious emotional distress and injury, including, but not limited to,
14 emotional trauma, physical trauma, physical manifestations of emotional distress, personal injuries, pain
15 and suffering, personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be
16 shown according to proof.

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

1 **FOURTH CAUSE OF ACTION**

2 **DISCRIMINATION BASED ON DISABILITY**

3 **(AGAINST GREATER THAN, GREATER MUSIC, AND DOES 1-20)**

4 86. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
5 allegations contained in this complaint, and incorporates them by reference into this cause of action as
6 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

7 87. At all times relevant to this action, Plaintiff had actual and/or perceived physical
8 disabilities and/or medical conditions within the meaning of Government Code § 12926(m) and the
9 California Fair Employment and Housing Act (FEHA), including but not limited to reproductive health
10 conditions such as PCOS and related symptoms affecting major bodily functions, and at all times hereto,
11 the FEHA was in full force and effect and was binding upon Defendants and each of them. At all times
12 relevant to this action, Defendants were aware of Plaintiff's disabilities and/or medical condition, as set
13 forth above, including through Plaintiff's observable symptoms, complaints, and the circumstances
14 requiring access to restroom facilities and basic accommodations during work and travel, and/or should
15 have been aware of the same, yet failed to take appropriate action.

16 88. At all times relevant hereto, Plaintiff was either performing or ready, willing, and able to
17 perform the essential duties and functions of her position and/or the positions sought or available. At all
18 times, Plaintiff was qualified and capable of performing the essential functions of her same position or
19 another vacant position with Defendants.

20 89. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 discriminated against Plaintiff on the basis of her actual or perceived disabilities and/or medical
22 condition, as described herein, by, inter alia, failing to provide reasonable accommodations, failing to
23 engage in a timely, good faith interactive process, requiring Plaintiff to work under conditions that
24 exacerbated her medical condition, denying Plaintiff access to basic necessities such as adequate
25 restroom access and time to attend to her condition, unjustifiably disciplining Plaintiff, subjecting
26 Plaintiff to excessive work demands and hours without regard to her condition, applying unlawful
27 policies to Plaintiff, wrongfully terminating her and/or committing other adverse employment actions
28 against Plaintiff. Plaintiff's disabilities and/or medical condition(s), whether actual, perceived, and/or

1 regarded as existing, were, at least, motivating reasons and/or factors in the decisions to subject Plaintiff
2 to the aforementioned employment actions. As a result of such conduct, Defendants are in violation of
3 the FEHA and Government Code § 12940(a).

4 90. As a direct, legal, and/or proximate result of the aforesaid acts of Defendants, Plaintiff
5 has suffered actual, consequential, and incidental financial losses, including without limitation, loss of
6 income, earnings, salary, benefits, the intangible loss of employment-related opportunities in her field,
7 and damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff
8 also claims such amounts as damages pursuant to Civil Code §§ 3287, 3288 and/or any other laws
9 providing for prejudgment interest, all in an amount according to proof.

10 91. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
11 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
12 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
13 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
14 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof.

15 92. The conduct of Defendants in discriminating against Plaintiff subjected Plaintiff to cruel
16 and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
17 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
18 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
19 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
20 ratified by officers, directors or managing agents of the corporation and/or was the result of the
21 application of unlawful, malicious or oppressive policies and procedures. As a consequence of the
22 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
23 damages in a sum to be shown according to proof pursuant to Government Code §§ 12965 & 12970.

24 93. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
25 is entitled to recover pursuant to Government Code § 12965.

FIFTH CAUSE OF ACTION

ASSOCIATIONAL DISCRIMINATION BASED ON SEXUAL ORIENTATION

(AGAINST GREATER THAN, GREATER MUSIC, AND DOES 1-20)

94. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this claim.

95. At all times herein mentioned, California Government Code § 12940 et seq. were in full force and effect and were binding on Defendants. Under the Fair Employment and Housing Act (“FEHA”), California Government Code §§ 12940 et seq. & 12926, and California Code of Regulations, Title 2, § 11039 et seq., it is an unlawful employment practice for an employer, because of the association with a member of a protected class, including sexual orientation, to refuse to hire or employ the person, to refuse to select the person for a training program leading to employment, to bar or discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment. FEHA further prohibits discrimination based on an individual’s association with, and/or perceived association with, persons of a particular sexual orientation, including through relationships, identity, expression, or advocacy.

96. At all times, Plaintiff performed her work for Defendants adequately as a dedicated employee. Plaintiff was associated with, and/or perceived by Defendants to be associated with, individuals within the LGBTQ+ community, including through her expressed identity, relationships, and advocacy. Defendants were aware of Plaintiff’s associations and/or perceived associations. Defendants discriminated against Plaintiff by wrongfully terminating her, refusing to re-hire and/or reinstate her, subjecting her to hostility and scrutiny, and taking other adverse employment actions, all, in part or whole, based on her association with and/or perceived association with individuals of a particular sexual orientation. For example, Defendants criticized Plaintiff for “shoving the LGBT community” down management’s throat and expressed hostility toward such associations, reflecting discriminatory animus. In so doing, and by discriminating against Plaintiff based on her association with a protected class, including sexual orientation, Defendants have violated the FEHA, California Government Code §§ 12940 et seq. and California Code of Regulations, Title 2, § 11039 et seq.

97. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer actual, consequential and incidental financial losses, including without limitation, loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in her field and damage to her professional reputation, the exact amount of which is not yet known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

98. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and continues to suffer severe and serious emotional distress and physical injuries, including, but not limited to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering, personal inconvenience, sickness and illness, all to Plaintiff's damages according to proof.

99. The conduct of Defendants in discriminating against Plaintiff subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or ratified by officers, directors or managing agents of the corporation and/or was the result of the application of unlawful, malicious or oppressive policies and procedures. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according to proof pursuant to Government Code §§ 12965 & 12970.

100. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she is entitled to recover pursuant to Government Code § 12965.

SIXTH CAUSE OF ACTION

DISCRIMINATION BASED ON SEX AND/OR GENDER

(AGAINST GREATER THAN, GREATER MUSIC, AND DOES 1-20)

101. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this claim.

1 102. Plaintiff is a member of protected classes, including her sex, gender, and/or gender
2 identity. The actions, as described in this Complaint constitute unlawful discrimination on the basis of
3 Plaintiff's sex and/or gender. At all times, Defendants discriminated against Plaintiff in terms of
4 disparate treatment based on Plaintiff's sex and/or gender. By way of example, LEVY targeted Plaintiff
5 with sexually charged comments and conduct because of her sex and/or gender, including conduct that
6 was sexual in nature and directed at Plaintiff as a woman, and Defendants thereafter treated Plaintiff less
7 favorably by failing to protect her, subjecting her to continued exposure to such conduct, and ultimately
8 terminating her employment.

9 103. The discrimination by Defendants, as described herein and above, created a hostile,
10 intimidating, and oppressive work environment for Plaintiff whereby the conditions of her employment
11 were adversely altered. Further, the discrimination impeded Plaintiff's progress and the enjoyment of
12 her employment with Defendants. The discriminatory work environment existed on a continuing and
13 ongoing basis up to Plaintiff's termination. Such adverse actions included, but were not limited to,
14 subjecting Plaintiff to discriminatory harassment, failing to take corrective action after complaints, and
15 terminating Plaintiff's employment, all of which were motivated, at least in part, by Plaintiff's sex and/or
16 gender.

17 104. At all times, Defendants knew, or should have known, that the conduct, acts, and failures
18 to act of Defendants and/or its employees, as described herein above, violated Plaintiff's rights under the
19 law. Likewise, Defendants knew, or in the exercise of reasonable care should have known, that unless
20 Defendants intervened to protect Plaintiff, and to adequately supervise, prohibit, discipline, and/or
21 otherwise penalize the conduct, acts, and failures to act of Defendants and others as described herein,
22 Defendants' failure to so protect, supervise, and intervene would have the effect of encouraging,
23 ratifying, condoning, increasing and/or worsening said conduct, acts, and failures to act. Defendants
24 failed to take such action and, thus, such ratification resulted. Defendants, including MOORE, had actual
25 knowledge of the discriminatory and sexually motivated conduct through Plaintiff's complaints, yet
26 failed to take immediate corrective action and instead required Plaintiff to continue working in
27 environments where such conduct persisted.

28

1 105. By engaging in the above-referenced acts and omissions stated herein, Defendants
2 discriminated against Plaintiff on account of her sex, gender, and/or sexual orientation in violation of the
3 FEHA and California Government Code § 12940 et seq. Defendants' conduct constituted unlawful
4 disparate treatment and adverse employment actions, including termination, and was a substantial
5 motivating factor in causing harm to Plaintiff.

6 106. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
7 continues to suffer actual, consequential and incidental financial losses, including without limitation,
8 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
9 in her field and damage to her professional reputation, the exact amount of which is not yet known and
10 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
11 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

12 107. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
13 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
14 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
15 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be shown
16 according to proof. Such distress was exacerbated by Defendants' discriminatory treatment and failure
17 to protect Plaintiff from known misconduct.

18 108. The conduct of Defendants in discriminating against Plaintiff because of her sex, gender,
19 and/or sexual orientation subjected Plaintiff to cruel and unjust hardship in conscious disregard of
20 Plaintiff's rights, as it was anticipated by Defendants that Plaintiff would suffer damages in the
21 foreseeable future. Plaintiff is informed and believes, and based thereon allege, that Defendants' conduct
22 against Plaintiff was done with an intent to cause injury to the Plaintiff. As a consequence of the aforesaid
23 oppressive, malicious and/or fraudulent conduct, Plaintiff is entitled to an award of punitive damages in
24 a sum to be shown according to proof pursuant to Government Code §§ 12965 & 12970. Such conduct
25 includes Defendants' knowing failure to address discriminatory conduct and their decision to terminate
26 Plaintiff after she complained.

27 109. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
28 is entitled to recover pursuant to California Government Code § 12965.

1 **SEVENTH CAUSE OF ACTION**

2 **HARASSMENT BASED ON SEX AND/OR GENDER**

3 **(AGAINST GREATER THAN, GREATER MUSIC, LEVY, AND DOES 1-20)**

4 110. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
5 allegations contained in this complaint, and incorporates them by reference into this cause of action as
6 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

7 111. All times relevant herein, the Fair Employment and Housing Act, as promulgated in
8 Government Code § 12940 et. Seq. and other state and federal statutes, including the California
9 Constitution and the Civil Rights Act as amended, prohibit harassment in employment based on any
10 protected category, including one's sex and/or gender. Government Code § 12940(j) specifically
11 prohibits harassment that is sufficiently severe or pervasive so as to alter the conditions of employment
12 and create a hostile, intimidating, or offensive working environment.

13 112. At all times relevant herein, the harassing acts of Defendants, LEVY and DOES 1-20,
14 mentioned in this Complaint against Plaintiff, which said Defendants ratified and/or approved of, and/or
15 which occurred in Plaintiff's presence due to LEVY's conduct and/or knowing inaction, thereby creating
16 a hostile work environment, were unwelcome and were committed and/or ratified by Defendants in their
17 capacity as Defendants' employees, officers, executives, supervisors, managers, agents or persons under
18 Defendants' control and were committed within the scope of their employment. Defendants' conduct,
19 including by Defendants, LEVY, as mentioned in this Complaint, subjected Plaintiff to harassment on
20 the basis of Plaintiff's sex and/or gender, and caused Plaintiff offense, embarrassment, humiliation,
21 shame, intimidation and emotional distress, all of which created an abusive, pervasive, severe and hostile
22 environment to which Plaintiff was directly subjected. By way of example, LEVY engaged in a pattern
23 of unwelcome conduct, including making sexually explicit and suggestive remarks toward Plaintiff as a
24 woman, including after learning of Plaintiff's identity and thereafter targeting her with sexualized
25 conduct, propositioning Plaintiff to accompany him to his room, making objectifying comments
26 regarding Plaintiff's race and dating preferences, and engaging in physically intrusive conduct, including
27 covering Plaintiff's eyes with a blanket without her consent. Such conduct was frequent, severe,

1 humiliating, and physically threatening, and unreasonably interfered with Plaintiff's work performance
2 and sense of safety.

3 113. At all times, Defendants knew or should have known of the sexual harassment, especially
4 since Plaintiff, and others, complained to Defendants of the same, yet Defendants failed to exercise
5 reasonable care to prevent and promptly correct any future harassing behavior against Plaintiff, and/or
6 others in Plaintiff's presence, thereby ratifying the sexual harassment. As a result, Defendants, and each
7 of them, are responsible for the sexually harassing conduct by LEVY and/or other employees of
8 Defendants during the time period of Plaintiff's employment with Defendants. Defendants, including
9 MOORE, had actual knowledge of the harassment through Plaintiff's complaints but failed to take
10 immediate corrective action, failed to separate Plaintiff from LEVY, and instead required Plaintiff to
11 continue working in close proximity to him, including during travel assignments and employer-
12 controlled environments.

13 114. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
14 continues to suffer actual, consequential and incidental financial losses, including without limitation,
15 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
16 in her field and damage to her professional reputation, the exact amount of which is not yet known and
17 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
18 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an
19 amount according to proof.

20 115. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
21 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
22 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
23 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
24 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof. Plaintiff
25 experienced ongoing fear, anxiety, and distress as a result of being subjected to repeated unwelcome and
26 physically intrusive conduct in the workplace.

27 116. The conduct of Defendants in harassing Plaintiff based on her sex and/or gender subjected
28 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by

1 Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and
2 believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent
3 to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged
4 in, authorized or ratified by officers, directors or managing agents of the corporation and/or was the
5 result of the application of unlawful, malicious or oppressive policies and procedures. As a consequence
6 of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of
7 punitive damages in a sum to be shown according to proof pursuant to Government Code §§ 12965 &
8 12970. Such conduct includes Defendants' knowing failure to take corrective action after receiving
9 complaints of ongoing harassment.

10 117. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
11 is entitled to recover pursuant to Government Code § 12965.

12 **EIGHTH CAUSE OF ACTION**

13 **RETALIATION IN VIOLATION OF FEHA**

14 **(AGAINST GREATER THAN, GREATER MUSIC, AND DOES 1-20)**

15 118. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
16 allegations contained in this complaint, and incorporates them by reference into this cause of action as
17 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

18 119. At all times relevant to this action, Government Code § 12940(h), and the FEHA, was in
19 full force and effect and was binding upon Defendants and each of them. These laws set forth in the
20 preceding paragraph require employers such as Defendants to refrain from retaliating against an
21 employee for engaging in a protected activity, including complaints related to discrimination,
22 harassment, and other conduct prohibited by FEHA, as well as reports and/or complaints of the ongoing
23 sexual harassment. Protected activities include, but are not limited to, opposing practices forbidden under
24 the FEHA, reporting harassment, discrimination, and/or sexual assault, and participating in, or being
25 perceived as participating in, investigations or complaints related thereto.

26 120. Plaintiff engaged in the protected activities, on multiple occasions, complaining of,
27 reporting and resisting the sexual harassment, including the sexual assault, she was subjected to in the
28

1 workplace. Plaintiff further complained to management, including MOORE, regarding LEVY's conduct
2 and the ongoing hostile work environment, and opposed such unlawful practices. Defendants, whether
3 partially or entirely motivated by Plaintiff engaging in these protected activities, as described above,
4 retaliated against Plaintiff by, inter alia, altering Plaintiff's work schedule, reducing her income
5 opportunities, wrongfully terminating her, banning her from Defendants' property and committing other
6 adverse employment actions against Plaintiff which negatively altered the terms and conditions of
7 Plaintiff's employment, all in violation of Government Code § 12940(h) and the FEHA. Such adverse
8 actions occurred in close temporal proximity to Plaintiff's protected complaints and under circumstances
9 giving rise to an inference of retaliatory motive, and were substantially motivated by Plaintiff's protected
10 activity, demonstrating a causal connection between Plaintiff's protected conduct and Defendants'
11 retaliatory actions.

12 121. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
13 continues to suffer actual, consequential and incidental financial losses, including without limitation,
14 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
15 in her field and damage to her professional reputation, the exact amount of which is not yet known and
16 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
17 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an
18 amount according to proof.

19 122. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
20 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
21 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
22 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
23 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof. Plaintiff's distress
24 was exacerbated by Defendants' retaliatory conduct following her complaints.

25 123. The conduct of Defendants in retaliating against Plaintiff subjected Plaintiff to cruel and
26 unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
27 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
28 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to

1 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
2 ratified by officers, directors or managing agents of the corporation and/or was the result of the
3 application of unlawful, malicious or oppressive policies and procedures. As a consequence of the
4 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
5 damages in a sum to be shown according to proof pursuant to Government Code §§ 12965 & 12970.
6 Such conduct includes Defendants' decision to terminate Plaintiff after she engaged in protected activity
7 and their failure to take corrective action despite knowledge of unlawful conduct.

8 124. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
9 is entitled to recover pursuant to Government Code § 12965.

10
11 **NINTH CAUSE OF ACTION**

12 **FAILURE TO TAKE ALL REASONABLE STEPS TO**
13 **PREVENT AND/OR REMEDY HARRASSMENT, DISCRIMINATION AND/OR**
14 **RETALIATION**

15 **(AGAINST GREATER THAN, GREATER MUSIC, AND DOES 1-20)**

16 125. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
17 allegations contained in this complaint, and incorporates them by reference into this cause of action as
18 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

19 126. At all times relevant to this action, Government Code § 12940(k), and the FEHA was in
20 full force and effect and was binding upon Defendants and each of them. Said statute imposes an
21 affirmative duty on employers to take all reasonable steps necessary to prevent discrimination,
22 harassment, and retaliation from occurring in the workplace.

23 127. In violation of Government Code § 12940(k), Defendants failed to take immediate and
24 appropriate corrective action to prevent and remedy the harassment, discrimination, and/or retaliation to
25 which Plaintiff was subjected on the basis of her sex and/or gender and protected activities under FEHA.
26 Specifically, Defendants failed to implement and/or enforce effective anti-harassment and anti-
27 retaliation policies, failed to adequately train supervisors and employees regarding their obligations
28 under FEHA, and failed to establish or follow reasonable complaint, investigation, and remediation

1 procedures, which not only failed to prevent harassment and/or retaliation in the workplace, but actually
2 enabled and created a harassing, retaliatory and hostile work environment. Likewise, by wrongfully
3 terminating Plaintiff, and/or otherwise retaliating against her based on her complaints and/or resistance
4 to the sexual harassment, Defendants failed to take immediate and appropriate corrective action to
5 prevent and/or remedy the harassment, discrimination, and retaliation to which Plaintiff was subjected.
6 By way of example, Defendants failed to implement effective anti-harassment policies, failed to conduct
7 a prompt, thorough, and impartial investigation after Plaintiff reported LEVY's conduct, failed to
8 discipline or remove LEVY from contact with Plaintiff, and instead required Plaintiff to continue
9 working in close proximity to LEVY, including during work-related travel and in employer-controlled
10 environments.

11 128. At all times, Defendants knew of their legal obligations to maintain legally compliant
12 policies and procedures, knew of their obligations to properly train their employees as to prohibited
13 discrimination, harassment, and retaliation, knew of the discrimination, harassment, and retaliation
14 directed toward Plaintiff and knew of their legal obligations to prohibit the same, but disregarded all
15 these duties and, instead, retaliated against Plaintiff and, ultimately, wrongfully terminated her. Rather
16 than taking reasonable steps to prevent or remedy harassment, discrimination, and/or retaliation,
17 Defendants continued to permit and ratify such unlawful conduct through the end of Plaintiff's
18 employment. Defendants, including MOORE, had actual knowledge of the unlawful conduct through
19 Plaintiff's complaints and nevertheless failed to take reasonable corrective measures, thereby ratifying
20 and exacerbating the unlawful conduct.

21 129. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
22 continues to suffer actual, consequential and incidental financial losses, including without limitation,
23 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
24 in her field and damage to her professional reputation, the exact amount of which is not yet known and
25 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
26 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an
27 amount according to proof.

130. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and continues to suffer severe and serious emotional distress and physical injuries, including, but not limited to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering, personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof. Such harm was a foreseeable consequence of Defendants' failure to take reasonable steps to prevent and correct known unlawful conduct.

131. The conduct of Defendants in failing to prevent and/or remedy harassment and/or retaliation subjected Plaintiff to cruel and unjust hardship in conscious disregard of her rights, as it was anticipated by Defendants that she would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that Defendants' conduct against her was done with an intent to cause injury to her. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or ratified by officers, directors or managing agents of the corporation and/or was the result of the application of unlawful, malicious or oppressive policies and procedures. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according to proof pursuant to Government Code §§ 12965 & 12970. Such conduct includes Defendants' conscious failure to act despite knowledge of ongoing harassment and retaliation.

132. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she is entitled to recover pursuant to Government Code § 12965.

TENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 98.6

(AGAINST GREATER THAN, GREATER MUSIC, AND DOES 1-20)

133. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this claim.

1 134. California Labor Code § 98.6 provides that an employer shall not “in any manner
2 discriminate, retaliate, or take any adverse action against any employee or applicant for employment”
3 because the employee has made a written or oral complaint that they are owed unpaid wages and/or
4 engaged in other protected activity under the California Labor Code, including but not limited to
5 complaints regarding wage and hour violations, unreimbursed business expenses, and unlawful labor
6 practices.

7 135. As alleged herein, and in violation of California Labor Code § 98.6, Defendant and DOES
8 1–20, and each of them, retaliated against Plaintiff and/or wrongfully terminated her employment,
9 whether in part or in whole, because of Plaintiff’s complaints of Defendant’s violations of the Labor
10 Code as such relates to the payment of wages, keeping of time records, wage statements, failure to
11 reimburse business expenses, and other unlawful labor practices, and because Plaintiff engaged in
12 protected activity including discussing wages and compensation with coworkers. thereby violating
13 California Labor Code § 98.6. There was a close temporal proximity between Plaintiff’s protected
14 activity and Defendants’ adverse actions, including discipline and termination, demonstrating a causal
15 connection.

16 136. As a direct, legal, and/or proximate result of Defendant’s conduct, Plaintiff has suffered
17 and continues to suffer actual, consequential and incidental financial losses, including without limitation,
18 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
19 in her field and damage to her professional reputation, the exact amount of which is not yet known and
20 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
21 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

22 137. As a direct and proximate result of Defendant’s conduct, Plaintiff has sustained and
23 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
24 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
25 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
26 and illness, etc. all to Plaintiff’s damages in an amount show to proof at trial.

27 138. The conduct of Defendant in retaliating against Plaintiff and/or wrongfully terminating
28 her subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff’s rights, as it was

1 anticipated by Defendant that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
2 informed and believes, and based thereon alleges, that Defendant's conduct against Plaintiff was done
3 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct
4 was engaged in, authorized, or ratified by officers, directors, or managing agents of the company and/or
5 was the result of unlawful, malicious, or oppressive policies. As a consequence of the aforesaid
6 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages
7 against Defendant in a sum to be shown according to proof at trial.

8 139. In addition to all lost wages, work benefits, incidental damages, consequential damages,
9 general damages and special damages owed by Defendant due to its unlawful conduct, pursuant to Labor
10 Code § 98.6(b)(3), Plaintiff is owed a civil penalty of \$10,000.

11 140. As a result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys
12 to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys' fees and
13 costs in connection therewith. Pursuant to Labor Code § 98.6, Plaintiff is entitled to recover reasonable
14 attorneys' fees and costs.

15
16 **ELEVENTH CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE § 232.5**

18 **(AGAINST GREATER THAN, GREATER MUSIC, AND DOES 1-20)**

19 141. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
20 allegations contained in this complaint, and incorporates them by reference into this cause of action as
21 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

22 142. At all relevant times, Labor Code §232.5 was in full force and effect and was binding
23 upon Defendants and each of them. This statute prohibits any employer from discharging, formally
24 disciplining, or otherwise discriminating against an employee who discloses information about working
25 conditions. "Working conditions" include, but are not limited to, wages, hours, workplace safety, and
26 the terms and conditions of employment.

27 143. As alleged herein, Plaintiff disclosed, on various occasions, information pertaining to
28 working conditions Plaintiff was subjected to as a result of her employment with Defendants, including,

1 but not limited to, late and unpaid wages, failure to pay overtime, failure to reimburse business expenses,
2 excessive work hours, and other unlawful wage-and-hour practices. Plaintiff further disclosed and
3 complained about unsafe and unlawful working conditions, including being subjected to ongoing sexual
4 harassment, sexual assault, and a hostile work environment, which impacted her working conditions and
5 safety in the workplace. Plaintiff also discussed wages and compensation practices with coworkers,
6 including concerns regarding late payment and nonpayment of wages, which constitutes protected
7 activity under Labor Code § 232.5.

8 144. As a consequence of Plaintiff's disclosures about the unlawful working conditions, as
9 alleged herein, Defendants took various adverse employment actions against Plaintiff, including, but not
10 limited to, termination, increased scrutiny, directives prohibiting discussion of wages, and other adverse
11 actions, according to a matter of proof at trial. In so doing, Defendants thereby violated Labor Code §
12 232.5. Such adverse actions were substantially motivated by Plaintiff's disclosures regarding
13 Defendants' unlawful working conditions and occurred shortly after Plaintiff made such disclosures,
14 demonstrating a causal connection between Plaintiff's protected activity and Defendants' conduct.

15 145. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
16 continues to suffer actual, consequential and incidental financial losses, including without limitation,
17 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
18 in her field and damage to her professional reputation, the exact amount of which is not yet known and
19 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
20 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

21 146. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
22 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
23 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
24 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
25 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof at trial. Such
26 distress was further exacerbated by Defendants' retaliatory conduct following Plaintiff's disclosures.

27 147. The conduct of Defendants in retaliating against and/or wrongfully terminating Plaintiff
28 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was

1 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
2 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
3 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct
4 was engaged in, authorized or ratified by officers, directors or managing agents of the corporation and/or
5 was the result of the application of unlawful, malicious or oppressive policies and procedures. As a
6 consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an
7 award of punitive damages in a sum to be shown according to proof pursuant to Civil Code § 3294.

8 148. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
9 attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys'
10 fees and costs in connection therewith. As a result, to the extent applicable and according to proof,
11 pursuant to Labor Code §§ 2699(g) and 2699.5, as well as Code of Civil Procedure §1021.5, Plaintiff is
12 entitled to recover attorneys' fees and costs.

13
14 **TWELFTH CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE § 1102.5**

16 **(AGAINST GREATER THAN, GREATER MUSIC, MOORE AND DOES 1–20)**

17 149. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
18 allegations contained in this complaint, and incorporates them by reference into this cause of action as
19 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

20 150. At all times herein mentioned, California Labor Code §§ 1102.5 et seq. were in full force
21 and effect and were binding on Defendants. Under Labor Code § 1102.5(a), it is unlawful for any
22 employer, or any person acting on its behalf to "make, adopt, or enforce any rule, regulation, or policy
23 preventing an employee from disclosing information to a government or law enforcement agency, to a
24 person with authority over the employee, or to another employee who has authority to investigate,
25 discover, or correct the violation or noncompliance, or from providing information to, or testifying
26 before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable
27 cause to believe that the information discloses a violation of state or federal statute, or a violation of or
28 noncompliance with a local, state, or federal rule or regulation. . . ."

1 151. At all times herein mentioned, under Labor Code § 1102.5(b), an employer, or any person
2 acting on its behalf, “shall not retaliate against an employee for disclosing information, or because the
3 employer believes that the employee disclosed or may disclose information, to a government. . . agency
4 [or] to a person with authority over the employee. . . if the employee has reasonable cause to believe that
5 the information discloses a violation of state or federal statute, or a violation of. . . a local, state, or federal
6 rule or regulation. . . .”

7 152. At all times herein mentioned, under Labor Code § 1102.5(c), an employer, or any person
8 acting on its behalf, “shall not retaliate against an employee for refusing to participate in an activity that
9 would result in a violation of state or federal statute, or a violation of or noncompliance with a local,
10 state, or federal rule or regulation.”

11 153. As fully elaborated above, while within the course and scope of her duties as Defendants’
12 employee, Plaintiff held a good faith belief, and had reasonable cause to believe, that Defendants,
13 inclusive of Defendants LEVY and MOORE, and DOES 1–20, who were supervisors and/or persons
14 with authority over Plaintiff, had engaged in unlawful business practices and/or conduct. Such unlawful
15 conduct included, but was not limited to, violations of California wage-and-hour laws (including failure
16 to pay wages, overtime, and reimburse expenses), unsafe working conditions, and violations of FEHA,
17 including sexual harassment and retaliation, all of which Plaintiff reasonably believed violated state
18 and/or federal law. At all times, Plaintiff disclosed such information to persons with authority over her,
19 including management such as MOORE, and opposed and reported such conduct, and/or resisted and/or
20 refused to engage in such unlawful practices. Plaintiff’s disclosures were made internally to individuals
21 with authority to investigate or correct the violations, and Plaintiff was not required to prove an actual
22 violation, only that she reasonably believed one occurred. Plaintiff further engaged in protected activity
23 by reporting and opposing such conduct and by retaining and informing Defendants of her retention of
24 counsel in connection with the unlawful work environment.

25 154. Whether in whole or, at least, in part because of her complaints of, reports of, disclosures
26 of, and/or refusal to participate in Defendants’ unlawful business practices and/or conduct, including but
27 not limited to the conduct described above, Defendants, including LEVY and MOORE, retaliated against
28 and wrongfully terminated Plaintiff, all in direct violation of Labor Code § 1102.5 et seq. Such retaliatory

1 conduct included, but was not limited to, altering Plaintiff's work conditions, reducing her opportunities,
2 issuing pretextual discipline, restricting her communications, and ultimately terminating her
3 employment, shortly after her protected disclosures, thereby demonstrating a causal connection between
4 Plaintiff's protected activity and Defendants' adverse actions.

5 155. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
6 continues to suffer actual, consequential and incidental financial losses, including without limitation,
7 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
8 in her field and damage to her professional reputation, the exact amount of which is not yet known and
9 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
10 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

11 156. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
12 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
13 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
14 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount according to proof.

15 157. The conduct of Defendants in retaliating against Plaintiff and wrongfully terminating her
16 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
17 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
18 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
19 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct
20 was engaged in, authorized, or ratified by officers, directors, or managing agents of the company and/or
21 was the result of unlawful, malicious, or oppressive policies. As a consequence of the aforesaid
22 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages
23 against Defendants in a sum to be shown according to proof at trial pursuant to Civil Code § 3294.

24 158. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
25 attorneys to prosecute her claims herein and has incurred and is expected to continue to incur attorneys'
26 fees and costs in connection therewith. As a result, to the extent applicable and according to proof,
27 Plaintiff is entitled to recover attorneys' fees and costs pursuant to Labor Code § 1102.5(j), and,
28 separately, civil penalties and attorneys' fees pursuant to Labor Code § 2699 et seq.

1
2 **THIRTEENTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 6310**

4 **(AGAINST GREATER THAN, GREATER MUSIC, AND DOES 1–20)**

5 159. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
6 allegations contained in this complaint, and incorporates them by reference into this cause of action as
7 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

8 160. At all times herein mentioned, California Labor Code § 6310 was in full force and effect,
9 and was binding on Defendants. Under Labor Code § 6310, it is unlawful for any employer to discharge
10 or discriminate against an employee in any manner because the employee made any oral or written
11 complaint to the employer or to a governmental or regulatory agency regarding the employee's belief
12 that the employer is unlawfully committing health or safety violations in the workplace. Protected
13 activity under this section includes complaints regarding unsafe working conditions, including
14 conditions that threaten the physical safety and well-being of employees.

15 161. At all times herein mentioned, believing Defendants to be in violation of various local
16 and state laws, Plaintiff submitted complaints to Defendants regarding the health and safety of
17 Defendants' employees, including her own, relating to unsafe working conditions, including being
18 subjected to sexual harassment, sexually threatening and physically intrusive conduct, and a hostile work
19 environment that created a risk to Plaintiff's physical safety and well-being. Plaintiff complained to
20 management, including MOORE, regarding LEVY's conduct and the unsafe and threatening conditions
21 created thereby, including conduct that placed Plaintiff in reasonable fear of physical harm and interfered
22 with her bodily integrity and safety while working in employer-controlled environments such as travel
23 assignments and shared lodging arrangements. In response, and, at least in part, as a result of these
24 complaints, Defendants retaliated against Plaintiff and, ultimately, wrongfully terminated Plaintiff in
25 violation of California Labor Code § 6310. Such retaliation included altering Plaintiff's working
26 conditions, failing to remove her from unsafe conditions, and continuing to require her to work in
27 proximity to the source of the safety risk, and ultimately terminating her employment shortly after her
28

1 complaints, demonstrating a causal connection between Plaintiff's protected activity and Defendants'
2 adverse actions.

3 162. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
4 continues to suffer actual, consequential and incidental financial losses, including without limitation,
5 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
6 in her field and damage to her professional reputation, the exact amount of which is not yet known and
7 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
8 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

9 163. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
10 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
11 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
12 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount according to proof.
13 Such harm was exacerbated by Defendants' retaliatory conduct following Plaintiff's complaints
14 regarding unsafe working conditions.

15 164. The conduct of Defendants in retaliating against Plaintiff and/or wrongfully terminating
16 her subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
17 anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is
18 informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
19 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct
20 was engaged in, authorized or ratified by officers, directors or managing agents of the company and/or
21 was the result of the application of unlawful, malicious or oppressive policies. As a consequence of the
22 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
23 damages against Defendants in a sum to be shown according to proof at trial. Such conduct includes
24 Defendants' conscious disregard of known safety risks to Plaintiff.

25 165. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
26 attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys'
27 fees and costs in connection therewith. As a result, to the extent applicable and according to proof,
28 pursuant to Labor Code §§ 2699(g) and 2699.5, Plaintiff is entitled to recover attorneys' fees and costs.

1 **FOURTEENTH CAUSE OF ACTION**

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

3 **(AGAINST GREATER THAN, GREATER MUSIC, AND DOES 1-20)**

4 166. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
5 allegations contained in this complaint, and incorporates them by reference into this cause of action as
6 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

7 167. At all relevant times mentioned in this complaint, Article I, Section 8 of the California
8 Constitution was in full force and effect and binding on Defendants. California law prohibits termination
9 or other adverse employment actions against employees for reasons that violate public policy.
10 Specifically, here, California requires that employers refrain from terminating a person and/or employee
11 for being part of a protected class and/or for engaging in protected activity, including but not limited to
12 those described under the FEHA, Government Code § 12940 et seq., Civil Code §§ 43, 51.7 & 52.1,
13 Labor Code §§ 98.6, 232.5, 1102.5 & 6310, and other statutes prohibiting unlawful harassment,
14 discrimination, retaliation, and unsafe working conditions, and other related statutes and common law.
15 These laws, statutes and their interpretative regulations inure to the benefit of the public at large, and
16 embody fundamental public policy of California and/or the United States. Such public policies include,
17 but are not limited to, protecting employees from discrimination, harassment, retaliation, unsafe working
18 conditions, and from being subjected to or reporting unlawful conduct in the workplace.

19 168. At all times herein mentioned, believing Defendants to be in violation of, including, but
20 not limited to, the California Fair Employment and Housing Act ("FEHA"), California Government
21 Code §§ 12940 et seq., Labor Code §§ 98.6, 232.5, 1102.5, 6310 and other sections of California's Labor
22 Code, Civil Code §§ 43, 51.7 & 52.1, and other applicable laws prohibiting sexual harassment, sexual
23 assault, retaliation, and unsafe working conditions, Plaintiff both resisted and submitted complaints
24 about unlawful conduct occurring within Defendants' business and/or workplace, including but not
25 limited to, sexual harassment, sexual assault, and unlawful retaliation. Plaintiff further reported such
26 conduct to management, including MOORE, and engaged in protected activity by retaining counsel to
27 address the unlawful work environment. On the basis of Plaintiff's complaints and/or her report of
28 obtaining legal representation to address the same, Defendants decided to wrongfully terminate Plaintiff

1 in direct contravention of well settled California public policy protecting her from the same. Defendants'
2 termination of Plaintiff was substantially motivated by Plaintiff's protected activities and her
3 membership in protected classes, and violated fundamental public policies embodied in the foregoing
4 statutes.

5 169. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
6 continues to suffer actual, consequential and incidental financial losses, including without limitation,
7 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
8 in her field and damage to her professional reputation, the exact amount of which is not yet known and
9 will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages
10 pursuant to Civil Code §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an
11 amount according to proof.

12 170. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
13 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
14 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
15 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
16 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof. Such harm was
17 a foreseeable result of Defendants' wrongful termination in violation of public policy.

18 171. The conduct of Defendants in wrongfully terminating Plaintiff subjected Plaintiff to cruel
19 and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
20 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
21 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
22 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
23 ratified by officers, directors or managing agents of the corporation and/or was the result of the
24 application of unlawful, malicious or oppressive policies and procedures. As a consequence of the
25 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
26 damages in a sum to be shown according to proof at trial. Such conduct includes Defendants' decision
27 to terminate Plaintiff after she engaged in protected activity and reported unlawful conduct.

1 172. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
2 is entitled to recover pursuant to Code of Civil Procedure §1021.5.

3
4 **FIFTEENTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE §§ 201-203**

6 **(AGAINST GREATER THAN, GREATER MUSIC, MOORE, AND DOES 1-20)**

7 173. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
8 allegations contained in this complaint, and incorporates them by reference into this cause of action as
9 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

10 174. At all times herein set forth, California Labor Code § 201 provides that if an employee
11 involuntarily ends their employment with an employer, the wages earned and unpaid at the time their
12 employment ends are due and payable at the time of the employee's termination. Similarly, California
13 Labor Code § 202 provides that if an employee voluntarily ends their employment with an employer, the
14 wages earned and unpaid at the time their employment ends are due and payable within seventy-two (72)
15 hours of the employee's separation of employment.

16 175. At all relevant times, Labor Code § 558.1 was in full force and effect and was binding
17 upon Defendants and each of them. This statute provides that "any ... person acting on behalf of an
18 employer, who violates, or causes to be violated" sections 201, 202 & 203 "may be held liable as the
19 employer for such violation." This includes any owner, director, officer, or managing agent of the
20 employer. Plaintiff is informed and believes, and thereupon alleges, that MOORE, and DOES 1-20, are
21 owners, directors, officers, and/or managing agents of the other Defendants, such that they are liable for
22 waiting time penalties as set forth above. MOORE had authority over payroll practices, termination
23 decisions, and final wage payments, and knowingly permitted the failure to timely pay Plaintiff's final
24 wages.

25 176. During the relevant time period, in violation of California Labor Code §§ 201 & 202,
26 Defendants failed to pay Plaintiff her wages earned and unpaid as of the day she was terminated and/or
27 within 72 hours of her last day of work. Such unpaid wages include, but are not limited to, all earned
28

1 wages, accrued but unused vacation wages, and any other compensation owed to Plaintiff at the time of
2 her separation.

3 177. California Labor Code § 203 provides that if an employer willfully fails to pay, without
4 abatement or reduction, in accordance with Labor Code §§ 201 & 202, any wages of the employee shall
5 continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is
6 commenced; but the wages shall not continue for more than thirty (30) days. Suit may be filed for these
7 penalties at any time before the expiration of the statute of limitations on an action for the wages from
8 which the penalties arise. Defendants' failure to timely pay Plaintiff was willful in that Defendants knew
9 wages were due and failed to pay them.

10 178. Pursuant to California Labor Code § 203, Plaintiff is entitled to recover from Defendants
11 the statutory penalty for each day she was not paid at her regular rate of pay for up to a thirty (30) day
12 maximum. Plaintiff is informed and believes that such penalties have accrued for the maximum statutory
13 period.

14 179. Plaintiff is entitled to recover all unpaid wages, and such general and special damages as
15 may be appropriate, as well as interest on all due and unpaid wages, accrued from the date that the wages
16 were due and payable, at the rate of interest specified in subdivision (b) of § 3289 of the Civil Code, and
17 an award of reasonable costs and reasonable attorneys' fees. To the extent permitted by law and
18 according to proof, Plaintiff seeks recovery of attorneys' fees and costs associated with the recovery of
19 unpaid wages.

20
21 **SIXTEENTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 204**

23 **(AGAINST GREATER THAN, GREATER MUSIC, MOORE, AND DOES 1-20)**

24 180. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
25 allegations contained in this complaint, and incorporates them by reference into this cause of action as
26 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

27 181. At all times herein set forth, California Labor Code § 204 establishes the right of all
28 employees in the State of California to be paid wages in a timely fashion for their work. Specifically,

1 wages earned by an employee are required to be paid no less frequently than twice during each calendar
2 month on designated paydays.

3 182. At all relevant times, Labor Code § 558.1 was in full force and effect and was binding
4 upon Defendants and each of them. This statute provides that “any ... person acting on behalf of an
5 employer, who violates, or causes to be violated” section 204 “may be held liable as the employer for
6 such violation.” This includes any owner, director, officer, or managing agent of the employer. Plaintiff
7 is informed and believes, and thereupon alleges, that MOORE, and DOES 1–20, are owners, directors,
8 officers, and/or managing agents of the other Defendants, such that they are liable for the violations of
9 Labor Code § 204 as alleged herein. MOORE exercised control over payroll practices and knowingly
10 permitted the untimely payment of wages to Plaintiff.

11 183. At all times herein set forth, during the relevant time period, rather than paying Plaintiff
12 all of the wages Plaintiff was owed, Defendants consistently deprived Plaintiff of such wages.
13 Consequently, in violation of CA Labor Code § 204, Defendants failed to pay Plaintiff all of Plaintiff’s
14 wages earned throughout Plaintiff’s employment at the time they were due, i.e. on a bimonthly basis.
15 Such violations include, but are not limited to, late payment of earned wages, failure to include all earned
16 compensation in regular pay periods, and failure to timely compensate Plaintiff for all hours worked.

17 184. As a result of Defendants’ violations of California Labor Code § 204, Plaintiff is entitled
18 to recover all unpaid wages, and such general and special damages as may be appropriate, as well as
19 interest on all due and unpaid wages, accrued from the date that the wages were due and payable, at the
20 rate of interest specified in subdivision (b) of § 3289 of the Civil Code, and, to the extent recoverable
21 under applicable law, civil penalties, and all reasonable costs and attorneys’ fees incurred in pursuing
22 the same according to proof.

1 **SEVENTEENTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 226.7(A) & 512**

3 **(AGAINST GREATER THAN, GREATER MUSIC, MOORE, AND DOES 1-20)**

4 185. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
5 allegations contained in this complaint, and incorporates them by reference into this cause of action as
6 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

7 186. At all times herein set forth, Labor Code § 218 authorizes employees to sue directly for
8 any wages or penalties due to them under the California Labor Code. Labor Code § 226.7 provides for
9 the recovery of premium wages for missed meal and rest periods.

10 187. At all relevant times, Labor Code § 558.1 was in full force and effect and was binding
11 upon Defendants and each of them. This statute provides that “any ... person acting on behalf of an
12 employer, who violates, or causes to be violated” sections 226.7 & 512 “may be held liable as the
13 employer for such violation.” This includes any owner, director, officer, or managing agent of the
14 employer. Plaintiff is informed and believes, and thereupon alleges, that MOORE, and DOES 1–20, are
15 owners, directors, officers, and/or managing agents of the other Defendants, such that they are liable for
16 the violations of Labor Code §§ 226.7 and 512 as set forth herein. MOORE exercised control over
17 scheduling, staffing, and break policies and knowingly permitted the failure to provide compliant meal
18 and rest periods.

19 188. At all times herein set forth, the California Industrial Wage Commission Order and Labor
20 Code §§ 226.7(a) and 512 were applicable to Plaintiff’s employment by Defendants.

21 189. At all times herein set forth, Labor Code § 226.7(a) provides that no employer shall
22 require an employee to work during any meal or rest period mandated by an applicable order of the
23 California Industrial Welfare Commission.

24 190. At all times herein set forth, Labor Code § 512(a) provides that an employer may not
25 employ an employee for a work period of more than five (5) hours per day without providing the
26 employee with a meal period of not less than thirty (30) minutes, except that if the total work period per
27 day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent
28 of both the employer and the employee. The applicable Industrial Wage Commission Wage Orders

1 provide that unless the employee is relieved of all duty during her or her thirty minute meal period, the
2 meal period shall be considered an "on duty" meal period that is counted as hours worked.

3 191. At all times set forth, California Labor Code § 512(a) further provides that an employer
4 may not employ an employee for a work period of more than ten (10) hours per day without providing
5 the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours
6 worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of
7 the employer and the employee only if the first meal period was not waived. The applicable Industrial
8 Wage Commission Wage Orders provide that unless the employee is relieved of all duty during her or
9 her thirty minute meal period, the meal period shall be considered an "on duty" meal period that is
10 counted as hours worked.

11 192. During the relevant time period, Defendants required Plaintiff to work in excess of eight
12 (8) hours without providing two uninterrupted ten (10) minute rest periods. During the relevant time
13 period, Defendants required Plaintiff to work during rest periods and failed to compensate Plaintiff for
14 working without taking her rest breaks every workday. Defendants did so despite Plaintiff's complaints
15 of the same. Defendants' conduct violates applicable orders of the California Industrial Wage
16 Commission, and Labor Code §§ 226.7(a). Defendants failed to authorize and permit compliant rest
17 periods and failed to provide premium wages in lieu thereof.

18 193. During the relevant time period, Plaintiff, who was scheduled to work for a period of time
19 in excess of six (6) hours and who did not waive her legally-mandated meal periods by mutual consent,
20 was required to work for periods longer than five (5) hours without a meal period of not less than thirty
21 (30) minutes. Likewise, Plaintiff, who was scheduled to work in excess of ten (10) hours but not longer
22 than twelve (12) hours, and who did not waive her legally mandated meal periods by mutual consent,
23 was required to work in excess of ten (10) hours without receiving a second meal period of not less than
24 thirty (30) minutes. Defendants failed to relieve Plaintiff of all duty during meal periods and failed to
25 provide timely, compliant meal periods.

26 194. At all times, within the relevant time period, Defendants required Plaintiff to work during
27 meal and rest periods and failed to compensate Plaintiff for her work performed during meal and rest
28

1 periods. Defendants did so despite Plaintiff's complaints of the same. Defendants further failed to pay
2 Plaintiff one hour of premium wages for each day a compliant meal or rest period was not provided.

3 195. Defendants' conduct violates applicable orders of the California Industrial Wage
4 Commission, and California Labor Code §§ 226.7(a) and 512(a).

5 196. Pursuant to California Labor Code §§ 226.7(b) & 1194 and Civil Code §§ 3287(b) and
6 3289, Plaintiff is entitled to recover from Defendants one additional hour of pay at the employee's
7 regular rate of compensation for each work day that the meal or rest period was not provided, interest on
8 such compensation not paid, costs and attorneys' fees, and any other relief the court deems appropriate.
9 Such compensation constitutes wages.

10
11 **EIGHTEENTH CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE §§ 510 & 1194**

13 **(AGAINST GREATER THAN, GREATER MUSIC, MOORE, AND DOES 1-20)**

14 197. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
15 allegations contained in this complaint, and incorporates them by reference into this cause of action as
16 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

17 198. At all times herein set forth, Labor Code § 218 authorizes employees to sue directly for
18 any wages or penalties due to them under the California Labor Code. Labor Code § 1194 further provides
19 employees with a private right of action to recover unpaid overtime compensation.

20 199. At all times herein set forth, the California Industrial Wage Commission Order and Labor
21 Code § 510 were applicable to Plaintiff's employment by Defendants.

22 200. At all relevant times, Labor Code § 558.1 was in full force and effect and was binding
23 upon Defendants and each of them. This statute provides that "any ... person acting on behalf of an
24 employer, who violates, or causes to be violated" sections 510 & 1194 "may be held liable as the
25 employer for such violation." This includes any owner, director, officer, or managing agent of the
26 employer. Plaintiff is informed and believes, and thereupon alleges, that MOORE, and DOES 1-20, are
27 owners, directors, officers, and/or managing agents of the other Defendants, such that they are liable for
28 the overtime violations alleged herein. MOORE exercised control over payroll practices, scheduling,

1 and compensation policies and knowingly permitted the failure to properly compensate Plaintiff for
2 overtime hours worked.

3 201. At all times herein set forth, Labor Code § 510 provides that no employer shall require
4 an employee to work in excess of eight hours in one workday and in excess of forty hours in one
5 workweek at less than one and one-half times the regular rate of pay for the employee. Furthermore, no
6 employer shall require an employee to work on the seventh day of work in any one workweek at less
7 than one and one-half times the regular rate of pay for the employee. Labor Code § 510 further requires
8 double time compensation under applicable circumstances.

9 202. During the relevant time period, Defendants had required Plaintiff to work in excess of
10 eight (8) hours in a workday and of forty (40) hours in one workweek. Plaintiff routinely worked
11 overtime hours, including shifts exceeding eight (8) hours per day and/or forty (40) hours per week,
12 without receiving proper overtime compensation.

13 203. During the relevant time period, Defendants failed to compensate Plaintiff at the required
14 overtime rate when she worked overtime. Defendants further failed to properly calculate the regular rate
15 of pay by excluding non-discretionary compensation and/or all hours worked, thereby resulting in
16 underpayment of overtime wages.

17 204. Defendants' conduct violates applicable orders of the California Industrial Wage
18 Commission, and Labor Code §§ 510.

19 205. Pursuant to Labor Code § 1194, Plaintiff is entitled to recover from Defendants back pay
20 plus interest, reasonable attorney's fees, and costs of suit. Plaintiff is further entitled to recover all unpaid
21 overtime wages at the applicable premium rates according to proof.

22
23 **NINETEENTH CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE § 1197**

25 **(AGAINST GREATER THAN, GREATER MUSIC, MOORE, AND DOES 1-20)**

26 206. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
27 allegations contained in this complaint, and incorporates them by reference into this cause of action as
28 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

1 207. At all times herein set forth, Labor Code § 218 authorizes employees to sue directly for
2 any wages or penalties due to them under the California Labor Code. Labor Code §§ 1194 and 1194.2
3 further provide employees with a private right of action to recover unpaid minimum wages, including
4 liquidated damages.

5 208. At all relevant times, Labor Code § 558.1 was in full force and effect and was binding
6 upon Defendants and each of them. This statute provides that “any ... person acting on behalf of an
7 employer, who violates, or causes to be violated” section 1197 “may be held liable as the employer for
8 such violation.” This includes any owner, director, officer, or managing agent of the employer. Plaintiff
9 is informed and believes, and thereupon alleges, MOORE, and DOES 1–20, are owners, directors,
10 officers, and/or managing agents of the other Defendants, such that they are liable for the minimum wage
11 violations alleged herein. MOORE exercised control over payroll practices and knowingly permitted the
12 failure to pay Plaintiff for all hours worked.

13 209. At all times herein set forth, the California Industrial Wage Commission Order and Labor
14 Code § 1197 were applicable to Plaintiff’s employment by Defendants.

15 210. At all times herein set forth, California Labor Code § 1197 provides that the minimum
16 wage for employees fixed by the Industrial Wage Commission (“IWC”) is the minimum wage to be paid
17 to employees, and the payment of a less wage than the minimum so fixed is unlawful.

18 211. California Labor Code § 1182.12 provided and/or provides that the minimum wage
19 required to be paid to employees of all industries. During the relevant time period, Defendants regularly
20 failed to pay Plaintiff the applicable minimum wage for all hours worked, including but not limited to
21 time worked off-the-clock, during meal and rest periods, and/or for all compensable work time
22 performed. Defendants further failed to properly record and compensate all hours worked, resulting in
23 compensation that, when averaged across all hours worked, fell below the applicable minimum wage.
24 As a result, Plaintiff was not paid at least the minimum wage for each hour worked in violation of
25 California Labor Code § 1197.

26 212. Pursuant to California Labor Code §§ 1194 and 1194.2(a), Plaintiff is entitled to recover
27 the unpaid balance of her minimum wage compensation as well as interest, costs, and attorney’s fees,
28 and liquidated damages in an amount equal to the minimum wages unlawfully unpaid plus interest.

1
2 **TWENTIETH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 2800 & 2802**

4 **(AGAINST GREATER THAN, GREATER MUSIC, MOORE, AND DOES 1-20)**

5 213. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
6 allegations contained in this complaint, and incorporates them by reference into this cause of action as
7 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

8 214. At all times herein set forth, Labor Code § 218 authorizes employees to sue directly for
9 any wages or other amounts due to them under the California Labor Code. Labor Code § 2802 further
10 provides employees with a private right of action to recover all necessary expenditures or losses incurred
11 by the employee in direct consequence of the discharge of their duties, including reasonable attorneys'
12 fees and costs.

13 215. At all relevant times, Labor Code § 558.1 was in full force and effect and was binding
14 upon Defendants and each of them. This statute provides that "any ... person acting on behalf of an
15 employer, who violates, or causes to be violated" provisions regulating wages and working conditions
16 "may be held liable as the employer for such violation." This includes any owner, director, officer, or
17 managing agent of the employer. Plaintiff is informed and believes, and thereupon alleges, Defendants
18 MOORE, and DOES 1–20, are owners, directors, officers, and/or managing agents of the other
19 Defendants, and exercised control over policies and practices regarding expense reimbursement and
20 payroll. MOORE knowingly caused, permitted, and/or failed to prevent Defendants' failure to reimburse
21 Plaintiff for necessary business-related expenditures incurred in the course and scope of her employment.

22 216. At all times herein set forth, California Labor Code § 2800 requires employers to
23 indemnify their employees for losses caused by the employer's want of ordinary care. California Labor
24 Code § 2802 requires employers to reimburse their employees for all necessary expenditures or losses
25 incurred by the employee in direct consequence of the discharge of their duties.

26 217. During the relevant time period, Defendants required Plaintiff to incur and pay for
27 vehicle, mileage, internet, laptop and/or cellular phone costs and/or expenses while discharging
28 Plaintiff's duties for Defendants' benefit without providing Plaintiff any reimbursement for such

1 business-related expenses. Such expenses were necessary for Plaintiff to perform her job duties and were
2 incurred as a direct consequence of Defendants' requirements and expectations. Defendants knew or
3 should have known that Plaintiff was incurring such expenses and failed to reimburse Plaintiff for the
4 same.

5 218. Accordingly, Defendants violated Labor Code §§ 2800 & 2802 by failing to indemnify
6 and reimburse Plaintiff for all necessary business-related expenses incurred in the discharge of her duties
7 as Defendants' employee.

8 219. Pursuant to California Labor Code § 2802, Plaintiff is entitled to recover from Defendants
9 reimbursement of the full amount of all business-related expenses incurred in the course of Plaintiff's
10 job duties, plus interest, reasonable attorneys' fees, costs and any other relief the Court deems
11 appropriate, all in an amount according to proof.

12 **TWENTY-FIRST CAUSE OF ACTION**

13 **DEFAMATION**

14 **(AGAINST GREATER THAN, GREATER MUSIC, MOORE, AND DOES 1-20)**

15 220. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
16 allegations contained in this complaint, and incorporates them by reference into this cause of action as
17 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

18 221. During Plaintiff's employment, Defendants, including MOORE, made both in writing
19 and verbally certain untrue statements about Plaintiff, including, but not limited to, statements that
20 Plaintiff engaged in misconduct, including using profanity while on-duty, disclosing confidential
21 information, disrupting work, retaliating against management, failing to provide deliverables, and
22 performing poorly. These untrue statements were made by Defendants, including MOORE, to each other
23 and to other employees of Defendants, including individuals who did not have a legitimate business need
24 to know such information. Moreover, Defendants, including MOORE, knowingly made these false
25 accusations against Plaintiff, all as part of Defendants' intentional efforts to retaliate against Plaintiff for
26 complaining of Defendants' unlawful wage practices and other unlawful conduct.
27
28

1 222. At all times, Defendants, including MOORE, knew their statements regarding Plaintiff's
2 alleged conduct and supposed violations of policy to be false and disparaging of Plaintiff, or acted with
3 reckless disregard for the truth or falsity of such statements. Despite the knowledge of the falsity of such
4 statements, Defendants published these false statements and, worse, relied on these intentionally false
5 and disparaging statements to retaliate against, suspend, and wrongfully terminate Plaintiff. At all times,
6 Defendants made such false statements against Plaintiff as acts of retaliation simply because they no
7 longer wanted to employ Plaintiff due to her protected activity and opposition to Defendants' unlawful
8 conduct.

9 223. Defendants, including MOORE, made, drafted, and executed communications supporting
10 Plaintiff's unjustified suspension and wrongful termination, including written disciplinary and
11 termination-related communications, which published the false statements that Plaintiff had engaged in
12 misconduct and poor performance, among other knowingly false accusations. At all times, Defendants'
13 stated reasons for suspending and wrongfully terminating Plaintiff were false and pretextual rationales
14 meant to disguise Defendants' malice and retaliatory motives. At the time of Plaintiff's suspension and
15 wrongful termination, Defendants knew Plaintiff had complied with Defendants' policies and practices
16 and that Plaintiff was a competent and effective employee. Regardless, and despite knowing the falsity
17 of their statements, Defendants published them anyway.

18 224. On information and belief, Defendants, including MOORE, caused to be published false
19 and unprivileged communications to third parties which directly and intentionally injured Plaintiff in her
20 personal, business, and professional reputation. On information and belief, Defendants made knowing
21 and intentional untrue statements to third parties, including non-managerial employees of Defendants
22 who had no legitimate need to know such information. Defendants drafted and executed written
23 documents related to Plaintiff's discipline and wrongful termination which published and communicated
24 the false statement that Plaintiff was suspended and wrongfully terminated because she was a "poor
25 performer" and engaged in misconduct, when, in fact, Plaintiff was a competent employee and was
26 actually suspended and wrongfully terminated because she refused to engage in, and/or complained
27 about, Defendants' unlawful, harassing, discriminatory, and/or retaliatory conduct.

28

1 225. Such statements made by Defendants, including MOORE, as alleged above, were
2 patently false and known to be false at the time they were made. Defendants had no reasonable basis for
3 believing the defamatory statements to be true and, in fact, knew the statements to be false. Regardless,
4 Defendants, including MOORE, published these false statements knowingly. As a result of publishing
5 said statements, and as further acts of retaliation, Defendants then relied on such false statements to
6 suspend and wrongfully terminate Plaintiff, damaging Plaintiff as a result.

7 226. With actual knowledge of the falsity of the statements made, as described herein,
8 Defendants published the defamatory statements to third parties nonetheless, evidencing such statements
9 were made with actual malice. To the extent any defamatory statements were or could have been
10 protected by a qualified privilege, Defendants' actual malice, retaliatory motives, and over-publication
11 despite knowledge of the falsity of such statements, all as described herein, destroyed any such qualified
12 privilege the statements may otherwise enjoy.

13 227. The parties, including Defendants themselves, their managers and/or their decision
14 makers, hearing such statements, understood them and believed them to be true because of the
15 authoritative credibility of Defendants, and because of Plaintiff's status as an employee who was
16 supervised by Defendants.

17 228. The false statements published by Defendants were libelous or slanderous per se pursuant
18 to California Civil Code §§ 46(3) and 46(5).

19 229. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
20 continues to suffer actual, consequential, and incidental financial losses, including without limitation
21 loss of income, earnings, salary, and benefits, and the intangible loss of employment-related
22 opportunities in her field and damage to her professional reputation, the exact amount of which is not
23 yet known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts
24 as damages pursuant to Civil Code §§ 3287, 3288 and/or other statutes providing for prejudgment
25 interest.

26 230. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained
27 and continues to suffer emotional injuries, emotional distress, and physical injuries, including related
28

1 emotional and physical trauma, pain and suffering, personal inconvenience, sickness and illness, etc., all
2 to Plaintiff's damages in an amount to be shown according to proof at trial.

3 231. The conduct of Defendants in publishing false and defamatory statements to third parties,
4 as described herein, subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
5 rights, as it was anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future.
6 Plaintiff is informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff,
7 as described herein, was done with an intent to cause injury to Plaintiff. Moreover, the malicious,
8 fraudulent, and/or oppressive conduct was engaged in, authorized or ratified by officers, directors, or
9 managing agents of the corporation, including MOORE, and/or was the result of the application of
10 unlawful, malicious, or oppressive policies and procedures. As a consequence of the aforesaid
11 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages in a
12 sum to be shown according to proof at trial.

13 232. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
14 is entitled to recover pursuant to Code of Civil Procedure § 1021.5.

15
16 **TWENTY-SECOND CAUSE OF ACTION**

17 **PRIVATE ATTORNEY GENERAL ACT**

18 **(AGAINST GREATER THAN, GREATER MUSIC, AND DOES 1-20)**

19 233. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
20 allegations contained in this complaint, and incorporates them by reference into this cause of action as
21 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

22 234. Plaintiff was and is an "aggrieved employee" within the meaning of Labor Code § 2699(c)
23 because she was employed by Defendants and personally suffered one or more of the Labor Code
24 violations alleged herein.

25 235. Plaintiff seeks civil penalties only for violations personally suffered by Plaintiff and by
26 other aggrieved employees arising from the same alleged Labor Code violations, consistent with Labor
27 Code § 2699(a), as amended.

1 236. Defendants violated multiple provisions of the California Labor Code by engaging in
2 unlawful employment practices, including, but not limited to:

- 3 • Labor Code § 232.5 by retaliating against Plaintiff for disclosing and discussing working
4 conditions;
- 5 • Labor Code § 1102.5 by retaliating against Plaintiff for disclosing and opposing conduct
6 she reasonably believed violated state and/or federal law; and
- 7 • Labor Code § 6310 by retaliating against Plaintiff for reporting unsafe working
8 conditions.

9 237. Defendants maintained and enforced centralized policies, practices, and customs,
10 including discouraging or prohibiting employees from discussing wages, failing to investigate
11 complaints of unlawful conduct, and requiring employees to continue working in unsafe conditions,
12 which resulted in the above violations.

13 238. Plaintiff also engaged in protected activity by reporting unlawful conduct and unsafe
14 working conditions, including sexual harassment, retaliation, and other unlawful workplace conduct.
15 Rather than remedying these violations, Defendants subjected Plaintiff to adverse employment actions,
16 including suspension and termination.

17 239. On or about December 31, 2025, Plaintiff provided written notice to the LWDA
18 identifying the specific Labor Code violations alleged herein, specifically Labor Code §§ 232.5, 1102.5,
19 and 6310, along with the facts and theories supporting such violations to the California Labor and
20 Workforce Development Agency (“LWDA”) and to Defendants pursuant to Labor Code § 2699.3.

21 240. More than sixty-five (65) calendar days have elapsed since Plaintiff provided notice to
22 the LWDA, and the LWDA has not provided notice of its intent to investigate or prosecute the alleged
23 violations. Accordingly, Plaintiff has satisfied all conditions precedent to the commencement of this
24 action pursuant to Labor Code § 2699.3.

25 241. As a direct and proximate result of Defendants’ Labor Code violations, Plaintiff and other
26 aggrieved employees are entitled to recover civil penalties as provided by Labor Code § 2699(f), and by
27 the specific Labor Code provisions that expressly provide for penalties. For violations not otherwise
28 penalized, Plaintiff seeks civil penalties in the amount of \$100 per aggrieved employee per pay period

1 for the initial violation and \$200 per aggrieved employee per pay period for each subsequent violation,
2 subject to any applicable statutory limitations or reductions.

3 242. Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to Labor
4 Code § 2699(g)(1). Plaintiff and other aggrieved employees are also entitled to their statutory share of
5 any civil penalties recovered in this action pursuant to Labor Code § 2699(i).

6
7 **TWENTY-THIRD CAUSE OF ACTION**

8 **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS**
9 **(AGAINST GREATER THAN, GREATER MUSIC, AND DOES 1-20)**

10 243. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
11 allegations contained in this complaint, and incorporates them by reference into this cause of action as
12 though fully set forth herein, excepting those allegations which are inconsistent with this claim.

13 244. Labor Code § 1198.5 requires an employer, within thirty (30) days of a written request
14 therefore, to inspect or receive a copy of an employee's personnel and payroll records. An employer's
15 failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

16 245. Labor Code § 226(c) requires an employer, within twenty-one (21) days of a written
17 request therefore, to inspect or receive a copy of an employee's payroll records. An employer's failure
18 to do so subjects the employer to a \$750.00 penalty, payable to the employee, pursuant to Labor Code §
19 226(f).

20 246. Labor Code § 432 requires an employer, upon request, to give an employee a copy of any
21 instrument signed by the employee relating to the obtaining or holding of employment.

22 247. On July 14, 2025, Plaintiff made a written request to inspect or receive a copy of her
23 personnel file and payroll records from Defendants, which Defendants received.

24 248. Defendants failed and refused to, and continue to fail and refuse to, permit Plaintiff's
25 inspection of her personnel and payroll records, and, thus, failed to, and has continued to fail to, provide
26 a copy of Plaintiff's personnel and payroll records to her, within the time required by Labor Code §
27 1198.5 and § 226(c), or ever.

249. As a result of Defendants' failure and refusal to comply with Labor Code § 1198.5, including their ongoing failure to produce and/or make available Plaintiff's personnel file, Plaintiff seeks a Court order, including any appropriate injunctive or declaratory relief, requiring the immediate production of her personnel file, in addition to Plaintiff's entitlement to recover from Defendants a civil penalty of \$750.00.

250. As a result of Defendants' failure and refusal to comply with Labor Code § 226(c), including its ongoing failure to produce and/or make available Plaintiff's personnel file, Plaintiff seeks a Court order, including any appropriate injunctive or declaratory relief, requiring the immediate production of her personnel file, in addition to Plaintiff's entitlement to recover from Defendants a civil penalty of \$750.00.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants and DOES 1 through 20, each of them, in an amount according to proof, as follows:

1. For general damages, in the amount of no less than \$5,000,000, according to proof;
2. For special damages, in the amount of no less than \$5,000,000, according to proof;
3. For actual, consequential, and incidental damages, in the amount of no less than \$5,000,000, according to proof;
4. For past and/or future economic damages, including all past and/or future lost earnings, wages, and/or benefits, in the amount of no less than \$5,000,000, according to proof;
5. For past and/or future non-economic damages, including all past and/or future physical injuries, emotional distress, pain, suffering, physical trauma, etc., in the amount of no less than \$5,000,000, according to proof;
6. For punitive and exemplary damages in amount necessary to punish Defendants to deter any future similar unlawful conduct, according to proof;

- 1 7. For all compensation and/or statutory penalties owed, including as required under *Labor*
2 *Code*, among any other penalties owed arising from the causes of action pled herein;
3 8. For an injunction, ordering Defendants to comply with the requirements of *Labor Code*;
4 9. For prejudgment interest, according to proof;
5 10. For reasonable attorneys' fees and costs of suit incurred herein through the date of final
6 judgment;
7 11. For experts' costs and fees incurred herein through the date of final judgment; and
8 12. For such other and further relief as the Court may deem just and proper.

9
10 Dated: March 25, 2026


DANIEL J. FRIEDMAN, ESQ.
EMPLOYEE JUSTICE LEGAL GROUP, P.C.
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