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KATHRYN NUNEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

KATHRYN NUNEZ, an individual,
and as an aggrieved employee on behalf of
the State of California and all other
aggrieved employees,

Plaintiff,

vs.

AIMES CONSULTING INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendant(s).

Case No.: 26CUB02508

**COMPLAINT FOR DAMAGES
AND REPRESENTATIVE ACTION**

- 1) Failure to Pay Minimum and Straight-Time Wages (Lab. Code §§ 1194, 1197, 1198)
- 2) Failure to Pay Overtime Wages (Lab. Code § 510)
- 3) Meal Period Violations (Lab. Code §§ 226.7, 512)
- 4) Rest Period Violations (Lab. Code § 226.7)
- 5) Failure to Furnish Accurate Itemized Wage Statements (Lab. Code §§ 226(a), 226(e))
- 6) Failure to Pay All Wages Due Upon Separation (Lab. Code §§ 202, 203)
- 7) Failure to Reimburse Business Expenses (Lab. Code § 2802)
- 8) FEHA — Sexual Harassment (Government Code § 12940(j))
- 9) FEHA — Retaliation (Gov. Code § 12940(h))
- 10) FEHA — Failure to Prevent Discrimination, Harassment, and Retaliation (Gov. Code § 12940(k))
- 11) Retaliation in Violation of Labor Code § 1102.5
- 12) Retaliation in Violation of Labor Code § 98.6

- 13) Wrongful Termination in Violation of Public Policy
14) Unfair Business Practices (Bus. & Prof. Code § 17200 et seq.)
15) PAGA Civil Penalties (Lab. Code § 2699 et seq.)

Jury Trial Demanded as to Individual Claims Only

Plaintiff KATHRYN NUNEZ, on behalf of herself and, as to the representative claim under PAGA, the State of California and other aggrieved employees, complains and alleges as follows:

1. Plaintiff Kathryn Nunez (“Plaintiff” or “Ms. Nunez”) brings this action individually and as a representative action on behalf of the State of California and all aggrieved employees pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698 through 2699.8, against Defendants AIMES Consulting Inc. (“AIMES Consulting”), and DOES 1 through 50, inclusive (collectively, “Defendants”).

2. This action arises from Defendants’ compensation, timekeeping, meal-period, rest-break, wage-statement, reimbursement, recordkeeping, and final-pay practices during Plaintiff’s employment as a non-exempt, hourly Direct Support Staff in Bakersfield, California. The action further arises from Defendants’ sexual harassment of Plaintiff, Defendants’ failure to take all reasonable steps to prevent such harassment, and Defendants’ unlawful retaliation against Plaintiff for opposing and reporting workplace practices she reasonably believed to be unlawful—including wage-and-hour violations, sexual harassment, requesting reassignment away from her harasser, and reporting resident-safety and shift-communication concerns she reasonably believed implicated legal or regulatory compliance—culminating in Plaintiff’s termination on July 31, 2025.

3. Defendants maintained common policies and practices that resulted in unpaid minimum and straight-time wages, unpaid overtime wages, missed and noncompliant meal and

1 rest periods, unreimbursed business expenses, inaccurate wage statements, incomplete payroll
2 records, untimely wage payments, and incomplete final wages. Plaintiff is informed and believes,
3 and on that basis alleges, that these practices were applied across the Bakersfield location to other
4 non-exempt, hourly employees, including direct support staff/professional, and other hourly staff.

5 4. Plaintiff also seeks civil penalties under PAGA for the Labor Code and Wage Order
6 violations described in the March 31, 2026, PAGA notice served on the Labor and Workforce
7 Development Agency (“LWDA”) and Defendants. More than the statutory response period has
8 elapsed, and Plaintiff is informed and believes that neither the LWDA nor Defendants provided a
9 response that would preclude this representative action.
10

11 **PARTIES**

12 5. Plaintiff is, and at all relevant times was, an individual residing in California.
13 Plaintiff was employed by Defendants in California as a non-exempt, hourly-paid Direct Support
14 Staff from approximately August 12, 2024, through July 31, 2025.
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16 6. Plaintiff is informed and believes, and on that basis alleges, that Defendant AIMES
17 Consulting Inc. (“AIMES Consulting”) is and was at all relevant times a corporation authorized to
18 do business in California and engaged in the business of operating the property located at 3806
19 Laborde Pl. in Bakersfield, California (the “Property”). AIMES Consulting issued Plaintiff’s
20 wages and was Plaintiff’s employer at the Property during the relevant period.
21

22 7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
23 DOES 1 through 50, inclusive, and therefore sues such defendants by fictitious names. Plaintiff
24 will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
25 informed and believes, and on that basis alleges, that each Doe Defendant was responsible in some
26 manner for the occurrences alleged herein and proximately caused Plaintiff’s injuries and damages.
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8. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times each Defendant was the agent, employee, partner, joint venturer, alter ego, parent, subsidiary, affiliate, successor, predecessor, representative, joint employer, and/or co-conspirator of every other Defendant, and in doing the things alleged herein was acting within the course and scope of that relationship and with the knowledge, consent, authorization, and ratification of the others.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this action because Plaintiff seeks statutory damages, restitution, penalties, injunctive and other equitable relief, attorneys' fees, costs, and civil penalties under PAGA.

10. Venue is proper in this Court because Plaintiff worked in Kern County, Defendants did business in Kern County, the worksite is located in Bakersfield, California, and the obligations and liabilities alleged herein were incurred, arose, and were breached in Kern County.

PAGA ADMINISTRATIVE EXHAUSTION

11. On March 31, 2026, Plaintiff, through counsel, submitted a written PAGA notice to the LWDA via online submission and served the notice on Defendants AIMES Consulting by certified mail, as required by Labor Code section 2699.3.

12. The PAGA notice set forth the facts and theories of California Labor Code violations alleged against Defendants, including violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1198, and 2802, and the applicable IWC Wage Order No. 5-2001.

13. More than 65 calendar days have elapsed since the PAGA notice was submitted to the LWDA. The LWDA has not provided notice that it intends to investigate the alleged violations.

1 Defendants have not submitted any cure notice or proposal to cure, have not cured any alleged
2 violation for which cure is permitted, and have not otherwise responded in a manner that bars this
3 action.

4 14. Plaintiff has satisfied all prerequisites to maintaining a PAGA action pursuant to
5 Labor Code section 2699.3 and is authorized to commence this civil action to recover civil
6 penalties on behalf of the State of California and all Aggrieved Employees.

7 15. The “Aggrieved Employees” include Plaintiff and all other current and former
8 aggrieved employees of Defendant AIMES Consulting Inc. who were employed in California as
9 non-exempt or hourly-paid employees at any time within the applicable statutory period (the
10 “Aggrieved Employees”).
11

12 16. Plaintiff will provide to the LWDA, through the PAGA Filing Portal, a file-stamped
13 copy of this Complaint, including the case number assigned by the Court, within 10 days following
14 commencement of this action.
15

16 **FEHA ADMINISTRATIVE EXHAUSTION**

17 17. Plaintiff has exhausted the administrative prerequisites applicable to her FEHA
18 claims. Plaintiff timely submitted an intake form and/or administrative complaint to the California
19 Civil Rights Department on June 24, 2026, and thereafter received an immediate Right-to-Sue
20 notice on June 24, 2026. A true and correct copy of the Right-to-Sue notice is attached hereto as
21 Exhibit A.
22

23 18. This Complaint is timely filed within the applicable statute of limitations period.

24 **GENERAL ALLEGATIONS**

25 19. At all relevant times, each Defendant was an employer within the meaning of the
26 California Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order
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No. 5-2001. Defendants employed Plaintiff and other non-exempt, hourly-paid employees in California and were subject to all applicable provisions of the California Labor Code and IWC Wage Orders.

20. Plaintiff and the Aggrieved Employees were non-exempt, hourly-paid employees who regularly worked more than eight hours in a workday and/or more than forty hours in a workweek. Plaintiff was paid an hourly wage of \$18.50.

21. Defendants maintained common, uniform policies and practices applicable to Plaintiff and the Aggrieved Employees that resulted in the Labor Code violations described herein.

22. Plaintiff's duties included assisting clients with activities of daily living, room cleanliness, medications, basic cooking and independent-living skills, and monitoring resident safety and behavior throughout the shift.

23. At all relevant times, Defendants typically scheduled Plaintiff and the Aggrieved Employees to work at least five days per week and at least eight hours per day. Plaintiff and the Aggrieved Employees regularly worked more than eight hours in a workday and more than forty hours in a workweek.

MEAL AND REST PERIOD PRACTICES

24. Defendants maintained policies and practices that resulted in noncompliant meal and rest periods. Plaintiff and the Aggrieved Employees were subject to workloads, staffing levels, client care, and continuous client supervision demands that made it difficult or impossible to take compliant meal and rest periods and/or required Plaintiff and Aggrieved Employees to remain available at all times during their shifts, even during breaks.

25. On limited occasions when a break opportunity arose, it was routinely interrupted by client care needs and understaffing. Plaintiff and the Aggrieved Employees did not clock out

1 for meal periods, but their meal periods were automatically deducted and/or unpaid even when a
2 compliant meal period was not provided. When Plaintiff and the Aggrieved Employees worked
3 more than ten hours in a day, Defendants did not provide a compliant second meal period.

4 26. Defendants failed to authorize and permit duty-free rest periods. Plaintiff and the
5 Aggrieved Employees did not receive compliant ten-minute rest periods. Because of understaffing
6 and client demands, rest periods were effectively omitted, interrupted, or cut short.

7 27. When Plaintiff brought her break violation concerns to management,
8 management's response was that staff simply had to remain available due to lack of adequate
9 personnel. Upon information and belief, Human Resources expressly informed employees that
10 breaks could only be taken "when [clients are] eating or sleeping."

12 **UNREIMBURSED BUSINESS EXPENSES**

13 28. Defendants required Plaintiff and the Aggrieved Employees to use their personal
14 cellular phones for work-related purposes, including downloading and using a Telegram
15 application to photograph client meals, document completed chores record client medical
16 appointments, and post ongoing notes regarding client activities and care. Defendants required
17 Plaintiff and the Aggrieved Employees to have their personal cellular phone on their person at all
18 times during their shift. Defendants provided only a flat reimbursement of \$5.00, which was not
19 adequate to cover actual expenses incurred.
20

21 **WAGE STATEMENT AND RECORDKEEPING PRACTICES**

22 29. Because Defendants failed to pay all hours worked, failed to pay overtime, and
23 failed to pay meal and rest period premiums, the wage statements furnished to Plaintiff and the
24 Aggrieved Employees did not accurately reflect all hours worked, all wages earned, all applicable
25 rates of pay, or all premium wages due.
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1 30. Defendants failed to maintain accurate payroll and time records. Meal periods were
2 not accurately recorded as Plaintiff and Aggrieved Employees did not clock out for lunch. Rather,
3 Management automatically deducted meal periods in the timekeeping system even when work
4 continued during all or part of the period. Additionally, Defendants utilized a manual, paper-based
5 timekeeping system.

6 **UNTIMELY PAYMENT OF WAGES DURING EMPLOYMENT**

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8 31. Plaintiff and the Aggrieved Employees were paid on a recurring twice-monthly
9 schedule. On occasions during Plaintiff's employment, Defendants failed to timely pay earned
10 wages. In addition, Defendants' practices resulted in the untimely payment of all wages earned
11 within each pay period. Defendants' failure to timely pay wages violated Labor Code section 204
12 and constitutes an unlawful business practice under Business and Professions Code section 17200.
13 The same conduct also supports Plaintiff's representative PAGA claim for civil penalties, as
14 alleged below.

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16 **SEXUAL HARASSMENT**

17 32. Plaintiff is, and at all relevant times was, a member of a protected class under FEHA
18 based on her sex.

19 33. During her employment, Plaintiff was subjected to ongoing, unwanted sexual
20 comments and advances from a resident known as "Anna." On one specific occasion, Anna
21 directed a sexually charged comment toward Plaintiff and a coworker named Emily, stating "damio
22 besito," which translates to "give me a little kiss," and then physically approached Plaintiff and
23 made unwanted and non-consensual physical contact with her breast. Plaintiff described the
24 contact by stating that Anna "broke my boob." Upon information and belief, such incidents
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1 occurred during periods when Anna was experiencing behavioral difficulties, or Anna's "bad
2 days."

3 34. Plaintiff verbally reported these incidents to Stephanie (Behavior Staff) and to the
4 On-Call Supervisor(s) on or about July 2025. Rather than taking meaningful corrective action,
5 management's response was limited to advising Plaintiff to "give [Anna] space" and stating that
6 "[the company] can't do anything." Plaintiff further requested to be reassigned away from Anna's
7 care; however, management denied her request and insisted she remain assigned to Anna. No
8 intervention or meaningful corrective action was ever implemented.
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10 35. Plaintiff is informed and believes, and on that basis alleges, that prior to her
11 termination, a resident known as "Tyra Green" made false accusations against Plaintiff, claiming
12 that Plaintiff had dragged her by the arms. Plaintiff denied the allegations. Furthermore, Plaintiff's
13 coworker, Emily, provided a written statement corroborating Plaintiff's account of events.
14

15 36. Plaintiff is informed and believes, and on that basis alleges, that notwithstanding
16 Plaintiff's denial and Emily's corroborating statement, Defendants suspended Plaintiff for one (1)
17 week pending investigation, from July 21, 2025, through July 28, 2025. On July 31, 2025,
18 Defendants terminated Plaintiff's employment, citing "client safety" as justification and claiming
19 that Plaintiff's account did not match other witness statements.
20

21 37. Plaintiff is informed and believes, and on that basis alleges, that approximately one
22 (1) week following her termination, video evidence surfaced that directly contradicted the
23 allegations against Plaintiff and demonstrated that the accusations were false. Despite this
24 exculpatory evidence, Defendants declined to reinstate or rehire Plaintiff, further demonstrating
25 that her termination was pretextual in nature. As a direct result of this termination, the adverse
26 employment action now appears on Plaintiff's background check, materially impairing her ability
27 to secure future employment in caregiving roles.
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(a) Verbally reporting the sexual harassment and physical assault by resident Anna to Stephanie (Behavior Staff) and On-Call Supervisors.

(c) Reporting to management the failure to provide compliant meal and rest periods.

39. Plaintiff is informed and believes, and on that basis alleges, AIMES Consulting's company policy required verbal communication between shifts regarding resident incidents. However, this policy was inconsistently applied and routinely ignored. Instead of receiving verbal briefings from outgoing shift employees, Plaintiff was required to rely on reading daily logs to learn about incidents that had occurred with residents during prior shifts. When Plaintiff raised these communication deficiencies with supervisors and on-call leads, she was directed to "write in the book" and was given assurances that corrective action would be taken. No meaningful changes were ever implemented.

1 41. On or about July 2025, Plaintiff verbally reported her incidents with Anna and
2 requested reassignment. Defendants then suspended Plaintiff for one (1) week pending
3 investigation, from July 21, 2025, through July 28, 2025, for an alleged incident with another
4 resident Tyra. Despite corroborating statements from Emily and exculpatory video evidence,
5 Defendants terminated Plaintiff on July 31, 2025, and refused to reinstate/rehire her. The temporal
6 proximity between Plaintiff's protected activity and her termination and the pretextual nature of
7 the stated reason for termination demonstrate that the actual reason for Plaintiff's discharge was
8 retaliation for Plaintiff's protected activity.
9

10 **SEPARATION AND FINAL PAY**

11 42. Defendants issued Plaintiff a final paycheck on July 30, 2025. The final paycheck
12 did not include all wages then due and owing, including unpaid straight-time wages, unpaid
13 overtime wages, and meal and rest period premium wages. Defendants also failed to reimburse
14 Plaintiff for necessary business expenses incurred during her employment, including required
15 personal cellular phone.
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17 43. Defendants' failure to pay all wages due at separation was willful.

18 44. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
19 damages and other harm in an amount according to proof.
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21 **FIRST CAUSE OF ACTION**

22 **Failure to Pay Minimum and Straight-Time Wages for All Hours Worked**

23 (Individual Claim – Lab. Code §§ 1194, 1197, 1198; IWC Wage Order No. 5-2001)

24 45. Plaintiff realleges and incorporates by reference each and every allegation set forth
25 above as though fully set forth herein.
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1 46. California Labor Code sections 1194, 1197, and 1198, and the applicable IWC
2 Wage Order No. 5-2001, require employers to pay non-exempt employees at least the applicable
3 minimum wage and all wages owed for all hours worked, including all time during which the
4 employee is subject to the employer's control.

5 47. At all relevant times, Defendants maintained policies and practices that resulted in
6 the failure to pay Plaintiff minimum and straight-time wages for all hours worked. Defendants
7 required or permitted off-the-clock work, including work performed during recorded/unrecorded
8 meal periods and rest periods due to staffing levels and client care demands.

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10 48. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
11 damages in an amount to be proven at trial, including unpaid minimum wages and unpaid straight-
12 time wages, prejudgment interest, liquidated damages pursuant to Labor Code section 1194.2 to
13 the extent based on unpaid minimum wages, and reasonable attorney's fees and costs of suit
14 pursuant to Labor Code section 1194.

15 **SECOND CAUSE OF ACTION**

16 **Failure to Pay Overtime Wages**

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18 (Individual Claim – Lab. Code § 510; IWC Wage Order No. 5-2001)

19 49. Plaintiff realleges and incorporates by reference each and every allegation set forth
20 above as though fully set forth herein.

21 50. California Labor Code section 510 and the applicable IWC Wage Order require
22 employers to pay non-exempt employees overtime compensation at one and one-half times the
23 regular rate of pay for all hours worked in excess of eight hours in a workday or forty hours in a
24 workweek and double the regular rate of pay where applicable.
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1 51. Plaintiff regularly worked shifts long enough to incur overtime. Defendants
2 nevertheless maintained policies and practices that resulted in unpaid overtime, including off-the-
3 clock work, work performed during recorded/unrecorded meal periods and rest periods, and
4 automatic deductions of meal periods.

5 52. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
6 damages in an amount to be proven at trial, including unpaid overtime wages, interest, reasonable
7 attorney's fees, and costs.
8

9 **THIRD CAUSE OF ACTION**

10 **Meal Period Violations**

11 (Individual Claim – Lab. Code §§ 226.7, 512, 1198; IWC Wage Order No. 5-2001)

12 53. Plaintiff realleges and incorporates by reference each and every allegation set forth
13 above as though fully set forth herein.
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15 54. California Labor Code sections 226.7, 512, and 1198, and applicable IWC Wage
16 Order No. 5-2001, require employers to provide non-exempt employees with a first uninterrupted,
17 duty-free, thirty-minute meal period no later than the end of the fifth hour of work, and a second
18 uninterrupted, duty-free, thirty-minute meal period when an employee works more than ten hours
19 in a day. Employees are entitled to one additional hour of pay at the regular rate of compensation
20 for each workday in which a compliant meal period is not provided.
21

22 55. Defendants maintained policies and practices whereby Plaintiff and other
23 Aggrieved Employees frequently were required or pressured to work during all or part of meal
24 periods because of workload, understaffing, and client care demands. Meal periods were rarely, if
25 ever, provided. On limited occasions, when an opportunity to take a break arose, such meal periods
26 were routinely interrupted. Plaintiff and the Aggrieved Employees did not clock out for meal
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1 periods, but their meal periods were automatically deducted and/or unpaid even when a compliant
2 meal period was not provided. When Plaintiff and the Aggrieved Employees worked more than
3 ten hours in a day, Defendants did not provide a compliant second meal period.

4 56. Defendants did not pay Plaintiff and the Aggrieved Employees the meal period
5 premium wages required by Labor Code section 226.7(c) for each day a compliant meal period
6 was not provided.

7 57. As a direct and proximate result, Plaintiff has suffered damages including unpaid
8 meal period premium wages, interest, attorney's fees, and costs.
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10 **FOURTH CAUSE OF ACTION**

11 **Rest Period Violations**

12 (Individual Claim – Lab. Code § 226.7; IWC Wage Order No. 5-2001)

13 58. Plaintiff realleges and incorporates by reference each and every allegation set forth
14 above as though fully set forth herein.
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16 59. California Labor Code section 226.7 and the applicable IWC Wage Order require
17 employers to authorize and permit non-exempt employees to take a net ten-minute, uninterrupted,
18 duty-free rest period for every four hours worked or major fraction thereof.

19 60. Defendants failed to authorize and permit Plaintiff to take compliant rest periods.
20 Because of chronic workload, understaffing, and client care demands, rest periods were effectively
21 omitted, interrupted, or cut short. Defendants also failed to pay rest period premium wages for
22 days on which compliant rest periods were not authorized or permitted.
23

24 61. As a direct and proximate result, Plaintiff has suffered damages including unpaid
25 rest period premium wages, interest, attorney's fees, and costs.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Itemized Wage Statements**

3 (Individual Claim – Lab. Code §§ 226(a), 226(e))

4 62. Plaintiff realleges and incorporates by reference each and every allegation set forth
5 above as though fully set forth herein.
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7 63. California Labor Code section 226(a) requires employers to furnish employees with
8 accurate, itemized wage statements showing, among other things, gross wages earned, total hours
9 worked, net wages earned, all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each rate, and the inclusive dates of the pay period.

11 64. Defendants failed to furnish Plaintiff with accurate and complete itemized wage
12 statements showing, among other things, total hours worked, all applicable rates of pay, gross
13 wages earned, net wages earned, and other required information. Defendants failed to accurately
14 report all applicable rates and corresponding hours and failed to accurately reflect gross and net
15 wages earned, including wages owed for unpaid straight-time, overtime, and meal and rest period
16 premium wages.
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18 65. Defendants knowingly and intentionally failed to provide Plaintiff with accurate
19 and complete wage statements because the statements omitted or misstated hours worked,
20 applicable rates of pay, premium wages owed, and other required information.
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22 66. As a direct and proximate result, Plaintiff suffered injury in that she could not
23 promptly and easily determine from the wage statement alone the wages owed to her, the
24 applicable rates of pay, the hours worked at each rate, and whether she had been properly paid.

25 67. Pursuant to Labor Code section 226(e), Plaintiff is entitled to recover the greater of
26 all actual damages or statutory damages of \$50 for the initial pay period in which a violation
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1 occurred and \$100 for each violation in a subsequent pay period, not to exceed an aggregate of
2 \$4,000, together with costs and reasonable attorney's fees.

3 68. Plaintiff therefore seeks all relief available under Labor Code section 226, including
4 statutory damages, costs, reasonable attorney's fees, and injunctive relief as authorized by law.

5 **SIXTH CAUSE OF ACTION**

6 **Failure to Pay All Wages Due Upon Separation; Waiting Time Penalties**

7 (Individual Claim – Lab. Code §§ 201, 203)

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9 69. Plaintiff realleges and incorporates by reference each and every allegation set forth
10 above as though fully set forth herein.

11 70. California Labor Code section 201(a) requires that when an employer discharges
12 an employee, all wages earned and unpaid at the time of discharge are due and payable
13 immediately.

14
15 71. Defendants discharged Plaintiff on July 31, 2025. Although Defendants issued a
16 final paycheck on July 30, 2025, the final paycheck did not include all wages then due and owing,
17 including unpaid straight-time wages, unpaid overtime wages, and meal and rest period premium
18 wages. Defendants also failed to separately reimburse Plaintiff for necessary business expenses,
19 including required personal cellular phone, as alleged above.

20
21 72. Defendants' failure to pay all wages due at separation was willful within the
22 meaning of Labor Code section 203. As a result, Plaintiff is entitled to waiting time penalties equal
23 to her daily rate of wages for each day that wages remained unpaid, up to a maximum of thirty
24 days, together with prejudgment interest and costs.

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EIGHTH CAUSE OF ACTION

Sexual Harassment in Violation of FEHA

(Individual Claim – Gov. Code § 12940(j))

77. Plaintiff realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein.

78. At all relevant times, Government Code section 12940(j) made it an unlawful employment practice for an employer to harass an employee because of sex. An employer may be liable for harassment by nonemployees if the employer, or its agents or supervisors, knew or should have known of the conduct and failed to take immediate and appropriate corrective action. .

79. At all relevant times, Plaintiff was a member of protected classes under FEHA based on her sex. Plaintiff was qualified for her position and was performing competently in the position she held.

80. During her employment, Plaintiff was subjected to ongoing, unwanted sexual comments and advances from a resident known as "Anna." On one specific occasion, Anna directed a sexually charged comment toward Plaintiff and a coworker named Emily, stating "damio besito," which translates to "give me a little kiss," and then physically approached Plaintiff and made unwanted and non-consensual physical contact with her breast. Plaintiff described the contact by stating that Anna "broke my boob." Upon information and belief, such incidents occurred during periods when Anna was experiencing behavioral difficulties, or Anna's "bad days."

81. The harassing conduct was sufficiently severe or pervasive to alter the conditions of Plaintiff's employment and create a working environment that a reasonable person in Plaintiff's position would find, and that Plaintiff did find, intimidating, hostile, and abusive.

82. Defendants and their managing agents knew or should have known of the harassing conduct and failed to take immediate and appropriate corrective action.

83. As a direct and proximate result of Defendants' unlawful harassment, Plaintiff has suffered and continues to suffer damages, including emotional distress, humiliation, mental anguish, lost wages and benefits, and other consequential harm, in an amount according to proof.

84. Defendants' conduct was undertaken by, ratified by, or known to managing agents of Defendants, was malicious, oppressive, and/or fraudulent, and was undertaken with conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive and exemplary damages in an amount sufficient to punish Defendants and deter similar conduct. Plaintiff is also entitled to recover reasonable attorney's fees and costs pursuant to Government Code section 12965.

NINTH CAUSE OF ACTION

Retaliation in Violation of FEHA

(Individual Claim – Gov. Code § 12940(h))

85. Plaintiff realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein.

86. At all relevant times, Government Code section 12940(h) made it an unlawful employment practice for an employer to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under FEHA or because the person has filed a complaint, testified, or assisted in any proceeding under FEHA.

87. Plaintiff engaged in FEHA protected activity during her employment by (1) verbally reporting the sexual harassment and physical assault by resident Anna to Stephanie (Behavior Staff) and On-Call Supervisors on or around July 2025; and (2) requesting reassignment away from her harasser.

1 88. Defendants took adverse employment actions against Plaintiff because of her
2 protected activity by terminating Plaintiff's employment on July 31, 2025, under the pretext of
3 "client safety" based on a resident's false accusation that Ms. Nunez had dragged a resident Tyra
4 by the arms. Ms. Nunez denied the allegation, and her co-worker Emily provided a corroborating
5 statement. Critically, video evidence that surfaced within one week of the termination proved the
6 accusation was false, yet AIMES Consulting refused to reinstate Ms. Nunez. This refusal, in the
7 face of exculpatory evidence, further demonstrates that the stated reason for termination was
8 pretextual and that the true motivation was retaliation for Ms. Nunez's protected activity.
9

10 89. Plaintiff's protected activity was a substantial motivating factor in Defendants'
11 adverse employment actions, as evidenced by the pretextual nature of the stated reason for
12 termination.

13 90. As a direct and proximate result of Defendants' unlawful retaliation, Plaintiff has
14 suffered and continues to suffer damages, including lost past and future wages, lost benefits, lost
15 employment opportunities, emotional distress, humiliation, mental anguish, and other
16 consequential harm, in an amount according to proof.
17

18 91. Defendants' conduct was undertaken by, ratified by, or known to managing agents
19 of Defendants, was malicious, oppressive, and/or fraudulent, and was undertaken with conscious
20 disregard of Plaintiff's rights, entitling Plaintiff to punitive and exemplary damages in an amount
21 sufficient to punish Defendants and deter similar conduct. Plaintiff is also entitled to recover
22 reasonable attorney's fees and costs pursuant to Government Code section 12965.
23

24 ///

25 ///

26 ///

TENTH CAUSE OF ACTION

Failure to Prevent Harassment and Retaliation in Violation of FEHA

(Individual Claim – Gov. Code § 12940(k))

92. Plaintiff realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein.

93. At all relevant times, Government Code section 12940(k) made it an unlawful employment practice for an employer to fail to take all reasonable steps necessary to prevent harassment and retaliation from occurring.

94. Plaintiff was subjected to unlawful harassment and retaliation on the basis of sex and protected activity, as alleged above.

95. Defendants failed to take all reasonable steps necessary to prevent the harassment and retaliation described herein. Among other things, Defendants knew of the conduct and failed to take any adequate corrective action. Management's response was limited to advising Plaintiff to "give [Anna] space" and stating that "[the company] can't do anything." When Plaintiff requested reassignment, AIMES Consulting denied her request and required her to continue working in direct proximity to her harasser.

96. As a direct and proximate result of Defendants' failure to take all reasonable steps to prevent harassment and retaliation, Plaintiff has suffered and continues to suffer damages, including lost past and future wages, lost benefits, lost employment opportunities, emotional distress, humiliation, mental anguish, and other consequential harm, in an amount according to proof. Plaintiff is also entitled to recover reasonable attorney's fees and costs pursuant to Government Code section 12965.

///

ELEVENTH CAUSE OF ACTION

Retaliation in Violation of Labor Code § 1102.5

(Individual Claim – Labor Code § 1102.5)

97. Plaintiff realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein.

98. California Labor Code section 1102.5(b) prohibits an employer from retaliating against an employee for disclosing information to a person with authority over the employee, or to another employee who has the authority to investigate, discover, or correct the violation or noncompliance, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

99. Plaintiff engaged in activity protected by Labor Code section 1102.5(b) when she reported wage-and-hour violations, sexual harassment and assault, and resident-safety/shift-communication concerns that she reasonably believed disclosed violations of state or federal statutes, rules, or regulations.

100. Plaintiff had reasonable cause to believe that the conduct she disclosed violated state and federal law, including but not limited to the California Labor Code, the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, and applicable health-and-safety laws and regulations.

101. Defendants took adverse employment action against Plaintiff, including termination of employment.

102. Plaintiff's protected activity was a contributing factor in Defendants' adverse employment actions, as evidenced by the pretextual nature of the stated reason for termination.

1 Defendants cannot demonstrate by clear and convincing evidence that they would have taken the
2 same action for legitimate, independent reasons.

3 103. As a direct and proximate result of Defendants' retaliation, Plaintiff has suffered
4 and continues to suffer damages, including lost wages and benefits, lost employment opportunities,
5 emotional distress, and other harm, in an amount according to proof. Plaintiff is also entitled to
6 civil penalties pursuant to Labor Code section 1102.5(f), reasonable attorney's fees pursuant to
7 Labor Code section 1102.5(j), and all other relief available under law.

8
9 104. Defendants' acts were undertaken with malice, oppression, and/or fraud, and with
10 conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive and exemplary damages in
11 an amount sufficient to deter Defendants and others similarly situated.

12 **TWELFTH CAUSE OF ACTION**

13 **Retaliation in Violation of Labor Code § 98.6**

14 (Individual Claim – Labor Code § 98.6)

15
16 105. Plaintiff realleges and incorporates by reference each and every allegation set forth
17 above as though fully set forth herein.

18 106. Labor Code section 98.6 prohibits an employer from discharging, retaliating
19 against, or taking adverse action against an employee because the employee made a written or oral
20 complaint that wages are owed, exercised rights under the Labor Code or IWC Wage Orders, or
21 made bona fide complaints relating to rights under the jurisdiction of the Labor Commissioner.

22
23 107. Plaintiff engaged in activity protected by Labor Code section 98.6 by reporting
24 Defendants' failure to provide compliant meal and rest periods and other wage-and-hour
25 violations.

1 108. Defendants terminated Plaintiff's employment within approximately ninety (90)
2 days of Plaintiff's protected activity and because of that activity.

3 109. As a direct and proximate result, Plaintiff has suffered damages, including lost
4 wages and benefits, emotional distress, and other harm, and is entitled to all remedies available
5 under Labor Code section 98.6, including civil penalties of up to \$10,000 per violation.

6 **THIRTEENTH CAUSE OF ACTION**

7 **Wrongful Termination in Violation of Public Policy**

8 (Individual Claim)

9
10 110. Plaintiff realleges and incorporates by reference each and every allegation set forth
11 above as though fully set forth herein.

12 111. California has established fundamental public policies, embodied in constitutional
13 and statutory provisions, that prohibit employers from terminating employees for (a) opposing or
14 complaining about discrimination and harassment, (b) complaining about unpaid wages or other
15 wage-and-hour violations, and (c) reporting or refusing to participate in unlawful or unsafe
16 practices, including falsification of required record.

17
18 112. Plaintiff's termination followed directly from good-faith protected complaints
19 regarding harassment and labor violations.

20 113. Defendants terminated Plaintiff's employment on July 31, 2025, because of her
21 protected complaints.

22
23 114. As a direct and proximate result of Defendants' wrongful termination, Plaintiff has
24 suffered and continues to suffer damages, including past and future lost wages and benefits, lost
25 employment opportunities, emotional distress, and other harm, in an amount according to proof.

1 115. Defendants' acts were undertaken with malice, oppression, and/or fraud, and with
2 conscious disregard of Plaintiff's rights. Plaintiff is informed and believes, and on that basis
3 alleges, that Defendants' conduct was carried out, authorized, and/or ratified by one or more
4 officers, directors, or managing agents of Defendants, entitling Plaintiff to punitive and exemplary
5 damages in an amount sufficient to punish Defendants and deter similar conduct.

6 **FOURTEENTH CAUSE OF ACTION**

7 **Unfair Business Practices**

8 (Individual Claim – Bus. & Prof. Code § 17200 et seq.)
9

10 116. Plaintiff realleges and incorporates by reference each and every allegation set forth
11 above as though fully set forth herein.

12 117. California Business and Professions Code section 17200 et seq. prohibits any
13 unlawful, unfair, or fraudulent business act or practice.

14 118. Defendants' policies and practices as alleged herein, including their failure to pay
15 all wages owed, their failure to provide compliant meal and rest periods, their failure to reimburse
16 necessary business expenses, their failure to furnish accurate itemized wage statements, their
17 failure to timely pay wages, and their other unlawful wage-and-hour practices, constitute unlawful,
18 unfair, and/or fraudulent business practices within the meaning of Business and Professions Code
19 section 17200.
20

21 119. Defendants' practices were unlawful in that they violated the California Labor Code
22 and applicable IWC Wage Orders as described above. Defendants' practices were unfair in that
23 they offend established public policy and are substantially injurious to Plaintiff.
24

25 120. As a direct and proximate result of Defendants' unfair business practices, Plaintiff
26 has suffered injury in fact and has lost money or property, including unpaid wages and
27
28

1 unreimbursed business expenses. Plaintiff seeks restitution and such equitable relief as is available
2 under Business and Professions Code section 17200 et seq.

3 121. As a direct result of Defendants' unlawful and unfair business practices, Defendants
4 obtained money and property that rightfully belong to Plaintiff and retained an unfair competitive
5 advantage over law-abiding employers.

6 122. Plaintiff seeks restitution, equitable relief, and all other relief available under
7 Business and Professions Code section 17203.
8

9 **FIFTEENTH CAUSE OF ACTION**

10 **PAGA Civil Penalties**

11 (Representative Claim – Lab. Code § 2699 et seq.)

12 123. Plaintiff realleges and incorporates by reference each and every allegation set forth
13 above as though fully set forth herein.
14

15 124. Plaintiff brings this representative action on behalf of the State of California and all
16 aggrieved employees, defined as all persons who worked for Defendants in California as non-
17 exempt or hourly-paid employees in Bakersfield, California, at any time from March 31, 2025,
18 through July 31, 2025 (the "Aggrieved Employees"). Plaintiff alleges that, during the relevant
19 period, Defendants maintained common and uniform policies and practices that resulted in the
20 Labor Code and wage order violations alleged in this Complaint.
21

22 125. Plaintiff has standing to pursue civil penalties in a representative capacity because
23 she was employed by Defendants and personally suffered each of the Labor Code violations
24 alleged herein.

25 126. Plaintiff satisfied the required pre-suit notice and exhaustion procedures by
26 submitting written notice to the state labor agency through its online filing system on March 31,
27
28

2026, and by providing notice to Defendants by certified mail. Plaintiff's notice identified the specific Labor Code provisions at issue and included the facts and theories supporting the alleged violations. More than the required waiting period elapsed after submission of the notice, the agency did not provide notice of its intent to investigate within the statutory timeframe, and Defendants did not timely and fully cure in a manner that would bar some or all of the civil penalties sought in this action.

127. Defendants violated the following provisions of the California Labor Code and applicable IWC Wage Order with respect to Plaintiff and the Aggrieved Employees, subjecting Defendants to civil penalties under Labor Code sections 2699(a) and/or 2699(f), including sections 558 and 226.3 where applicable, and subject to Labor Code section 2699(i) and any other applicable statutory limitations:

- (a) Labor Code sections 1194, 1197, and 1198 – Failure to pay minimum and straight-time wages for all hours worked;
- (b) Labor Code section 510 – Failure to pay overtime wages;
- (c) Labor Code sections 226.7 and 512 – Failure to provide compliant meal periods and failure to pay meal period premiums;
- (d) Labor Code section 226.7 – Failure to authorize and permit compliant rest periods and failure to pay rest period premiums;
- (e) Labor Code section 226(a) – Failure to furnish accurate itemized wage statements;
- (f) Labor Code section 2802 – Failure to reimburse necessary business expenses;
- (g) Labor Code section 204 – Failure to timely pay wages during employment;
- (h) Labor Code section 1174(d) – Failure to maintain accurate payroll and time records; and

1 (i) Labor Code sections 201 and 203 – Failure to pay all wages due upon separation and
2 waiting-time penalties, to the extent recoverable under PAGA and subject to Labor Code
3 section 2699(i).

4 128. Plaintiff therefore seeks all recoverable civil penalties under Labor Code sections
5 2699(a) and 2699(f), including sections 558 and 226.3 where applicable and subject to Labor Code
6 section 2699(i), together with reasonable attorneys' fees and costs and such injunctive relief as
7 may be authorized by Labor Code section 2699(k)(1).
8

9 129. Civil penalties recovered in this action shall be distributed in the manner provided
10 by Labor Code section 2699(m).

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff Kathryn Nunez prays for judgment against Defendants as
13 follows:
14

15 ***As to the Individual Claims (First through Fourteenth Causes of Action):***

- 16 1. Unpaid minimum wages, straight-time wages, and overtime wages, in an amount to be
17 proven at trial;
- 18 2. Meal period premium wages and rest period premium wages, in an amount to be proven at
19 trial;
- 20 3. Liquidated damages pursuant to Labor Code section 1194.2, in an amount equal to unpaid
21 minimum wages and interest thereon;
- 22 4. Waiting time penalties pursuant to Labor Code section 203;
- 23 5. Statutory damages pursuant to Labor Code section 226(e), and injunctive relief pursuant to
24 Labor Code section 226(h), as applicable;
25
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6. Restitution pursuant to Business and Professions Code section 17203 of all money or property acquired or withheld by means of unfair competition;
7. Reimbursement of all necessary business expenses pursuant to Labor Code section 2802;
8. Compensatory damages for past and future lost wages, benefits, and employment opportunities, and for emotional distress, humiliation, mental anguish, and other consequential harm caused by Defendants' harassment, retaliation, failure to prevent, and wrongful termination, in an amount according to proof;
9. Punitive and exemplary damages on the Eighth through Thirteenth Causes of Action, to the extent permitted by law, in an amount sufficient to punish Defendants and deter similar conduct;
10. Civil penalties pursuant to Labor Code sections 98.6 and 1102.5(f);
11. Prejudgment interest as permitted by law;
12. Reasonable attorney's fees and costs of suit pursuant to Government Code section 12965, Labor Code sections 226(e), 1102.5(j), 1194, and 2802(c), Code of Civil Procedure section 1021.5, and any other applicable law;
13. Equitable relief, including restitution under Business and Professions Code section 17203, and any injunctive or other equitable relief available to Plaintiff individually under applicable law;

As to the PAGA Claim (Fifteenth Cause of Action):

14. Civil penalties pursuant to Labor Code sections 2699(a) and 2699(f), including Labor Code sections 558 and 226.3 where applicable, in an amount to be proven at trial, subject to proof and any applicable statutory limitations, to be distributed 65% to the LWDA and 35% to Aggrieved Employees;
15. Injunctive relief as authorized by Labor Code section 2699(k)(1), where appropriate;

1 16. Reasonable attorney's fees and costs pursuant to Labor Code section 2699(k)(1);

2 *As to All Claims:*

3 17. Such other and further relief as the Court deems just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff KATHRYN NUNEZ demands a jury trial as to the First through Fourteenth
6 Causes of Action and all issues triable by jury thereunder. Plaintiff's Fifteenth Cause of Action for
7 civil penalties under PAGA is to be tried by the Court.
8

9
10 Dated: June 29, 2026

THE JHP FIRM, APC

11
12
13
14 BY:



Armig Khodanian, Esq.
Attorneys for PLAINTIFF,
KATHRYN NUNEZ

Exhibit "A"



Civil Rights Department

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

June 24, 2026

armig khodanian
507 North Central Ave., #2A
Glendale, CA 91203

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202606-35860025
Right to Sue: Nunez / AIMS CONSULTING INC.

Dear armig khodanian:

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

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

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

Sincerely,

Civil Rights Department



Civil Rights Department

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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 24, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202606-35860025
Right to Sue: Nunez / AIMES CONSULTING INC.

To All Respondent(s):

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

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

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

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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June 24, 2026

Kathryn Nunez
507 North Central Ave., #2A
Glendale, 91203

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202606-35860025
Right to Sue: Nunez / AIMES CONSULTING INC.

Dear Kathryn Nunez:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 24, 2026 because an immediate Right to Sue notice was requested.

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

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



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

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

Sincerely,

Civil Rights Department

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

In the Matter of the Complaint of

Kathryn Nunez

CRD No. 202606-35860025

Complainant,

vs.

AIMES CONSULTING INC.
7850 White Lane
Bakersfield, CA 93309

Respondents

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

2. Complainant **Kathryn Nunez**, resides in the City of **Glendale**, State of .

3. Complainant alleges that on or about **July 31, 2025**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, sexual harassment.

Complainant was discriminated against because of complainant's sex/gender and as a result of the discrimination was terminated, suspended, denied any employment benefit or privilege, other, denied or forced to transfer.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was terminated, reprimanded, suspended, denied any employment benefit or privilege, denied or forced to transfer.

Additional Complaint Details: Complainant believes the discrimination, harassment, and retaliation occurred because of Complainant's sex/gender and because Complainant reported and opposed sexual harassment.

1 During Complainant's employment, Complainant was subjected to unwanted sexual
2 comments and unwanted physical contact by a resident known as "Anna," including a
3 sexually charged comment meaning "give me a little kiss" and unwanted, non-consensual
4 contact with Complainant's breast. Complainant reported the conduct to Behavior
5 Staff/Stephanie and on-call supervisors and requested reassignment away from Anna.
6 Management did not take meaningful corrective action, denied Complainant's reassignment
7 request, and required Complainant to continue working near Anna.

8 Shortly after Complainant's reports and reassignment request, AIMES Consulting
9 suspended and terminated Complainant on July 31, 2025, using "client safety" as the stated
10 reason. Complainant denied the accusation, a coworker corroborated Complainant's
11 account, and video evidence later contradicted the accusation, but AIMES refused to
12 reinstate or rehire Complainant. Complainant believes the stated reason was pretext and
13 that Complainant was suspended and terminated because Complainant reported sexual
14 harassment, opposed unlawful conduct, and requested protection from further harassment.
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1 VERIFICATION

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

6 On June 24, 2026, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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Glendale, CA