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By Y. Tarasyuk, Deputy Clerk

Attorney for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

FARAH JOHNSON,

Plaintiff,

vs.

WHOLISTIC KIDS & FAMILIES, INC. (a
California corporation), DR. PEJMAN
KATIRAEI (an individual) and DOES 1
through 25, inclusive,

Defendants.

Case No. **23ST CV 26732**

COMPLAINT

1. Discrimination on the Basis of Disability
2. Failure to Accommodate Disability
3. Failure to Engage in the Interactive Process to Accommodate Disability
4. Retaliation Under California Family Rights Act
5. Retaliation Under FEHA
6. Wrongful Termination
7. Failure to Authorize and Permit Rest Periods
8. Untimely Payment of Final Wages
9. Failure to Provide Accurate Itemized Wage Statements
10. Violation of California Business & Professions Code

DEMAND FOR TRIAL BY JURY

Plaintiff Farah Johnson (hereinafter "Plaintiff") brings this action against Wholistic Kids & Families, Inc. (hereinafter "Wholistic"), Dr. Pejman Katiraei, and/or Does 1 through 25, inclusive. Wholistic, Dr. Katiraei, and Does 1 through 25 are hereinafter collectively referred to herein as "Defendants." Plaintiff complains and alleges as follows on the basis of personal knowledge and/or information and belief.

THE PARTIES

1
2 1. Plaintiff is, and at all times mentioned in this complaint was, a resident of
3 Los Angeles County, California.

4 2. Plaintiff is informed and believes and on that basis alleges that Wholistic is a
5 corporation organized and existing under the laws of California with its principal place of
6 business in Santa Monica, California, which is in Los Angeles County.

7 3. Wholistic is, and was at all times mentioned in this complaint, authorized to
8 conduct business in California. Wholistic's place of business, where the below-described
9 incidents took place, was in Los Angeles County at 1821 Wilshire Boulevard, Suite 501,
10 Santa Monica, CA 90403.

11 4. Plaintiff worked for Wholistic from January 21, 2019 until her involuntary
12 termination on August 16, 2023. During the time period relevant to this complaint,
13 Plaintiff worked as a Medical Administrative Assistant.

14 5. Dr. Pejman Katiraei is an owner or co-owner and managing agent of
15 Wholistic, and upon information and belief, Dr. Katiraei resides in Los Angeles County.

16 6. Defendants terminated Plaintiff's employment for unlawful reasons in
17 violation of the California Fair Employment and Housing Act (the "FEHA," California
18 Government Code section 12900, et seq.) and California public policy.

19 7. The names and capacities of DOES 1 through 25, inclusive ("DOES") are
20 unknown to Plaintiff at this time and Plaintiff therefore sues such DOE defendants under
21 fictitious names. Plaintiff is informed and believes, and thereupon alleges, that each
22 Defendant designated as a DOE is in some manner highly responsible for the occurrences
23 alleged herein, and that Plaintiff's injuries and damages, as alleged herein, were
24 proximately caused by the conduct of such DOE defendants. Plaintiff will seek leave of the
25 court to amend this complain to allege the true names and capacities of such DOE
26 defendants when ascertained.

27 8. Plaintiff is informed and believes, and thereon alleges, that each and every
28 one of the acts and omissions alleged herein were performed by, and/or attributable to, all

1 Defendants, each acting as agents and/or employers, and/or under the direction and
2 control of, each of the other Defendants, and that said acts and failure to act were within
3 the course and scope of said agency, employment, and/or direction and control.

4 9. Plaintiff is informed and believes, and based thereon alleges, that each
5 Defendant acted in all respects pertinent to this action as the agent of the other
6 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent
7 thereto, and the acts of each Defendant are legally attributable to the other Defendants.

8 10. As a direct and proximate cause of the unlawful of Defendants, Plaintiff has
9 suffered, and continues to suffer, from loss of earnings in amounts as yet unascertained,
10 but subject to proof at trial, and within the jurisdiction of this Court.

11 11. All Defendants were responsible for the events and damages alleged herein,
12 including on the following bases: (a) Defendant committed the acts alleged; (b) at all
13 relevant times, one or more of the Defendants was the agent or employee, and/or acted
14 under the control or supervision of one or more of the remaining Defendants, and in
15 committing the acts alleged, acted within the course and scope of such agency and
16 employment and/or is or are otherwise liable for Plaintiff's damages; (c) at all relevant
17 times, there existed a unity of ownership and interest between or among two or more of the
18 defendants such that any individuality and separateness between or among those
19 defendants has ceased, and Defendant are the alter egos of one another. Defendants
20 exercised domination and control over one another to such an extent that any individuality
21 or separateness of Defendants does not, and at all times herein mentioned did not, exist.
22 Adherence to the fiction of the separate existence of Defendants would permit abuse of the
23 corporate privilege and would sanction fraud and promote injustice. All actions of all
24 Defendants were taken by employees, supervisors, executives, officers, and directors
25 during employment with all Defendants, were taken on behalf of all Defendants, and were
26 engaged in, authorized, ratified, and approved of by all other Defendants.

27 **JURISDICTION AND VENUE**

28 12. The Superior Court of the State of California has jurisdiction over this action

1 pursuant to California Constitution Article VI, section 10 which grants the Superior Court
2 “original jurisdiction in all cases except those given by statute to other trial courts.”

3 13. The Superior Court of the State of California has jurisdiction in this matter
4 because Plaintiff is a resident of the State of California. Moreover, upon information and
5 belief, at least one of the Defendants is a citizen of the state of California, the acts alleged
6 herein took place in California, and significant relief is being sought against Defendants,
7 whose violations of California law form a significant basis for Plaintiff’s claims. Further,
8 no federal question is at issue because the claims are based solely on California law and at
9 least one Defendant is a resident of any/or regularly conducts business in the State of
10 California, as well as its principal place of business is located within California.

11 14. Venue is proper in this judicial district and Los Angeles County because
12 Plaintiff worked for Wholistic in Los Angeles County. Wholistic maintains offices and
13 facilities and transacts business in Los Angeles County and Defendants’ illegal acts, which
14 are the subject of this action, occurred in Los Angeles County. Thus, a substantial portion
15 of the transactions and occurrences related to this action occurred in this county. Cal. Civ.
16 Proc. Code § 395.

17 15. At all relevant times herein, Wholistic employed Plaintiff, within the
18 meaning of California Government Code section 12926(d). Accordingly, this lawsuit is
19 properly venued in the County Superior Court pursuant to Government Code section
20 12965(b) and California Code of Civil Procedure section 395.

21 16. Prior to filing this action, Plaintiff timely exhausted her administrative
22 remedies by filing an administrative complaint with the Civil Rights Department and
23 receiving a right to sue letter on September 26, 2023.

24 **GENERAL ALLEGATIONS**

25 17. Plaintiff started working at Wholistic on January 21, 2019, as a Medical
26 Administrative Assistant.

27 18. Plaintiff became pregnant in 2022. On January, 27, 2023, Plaintiff’s doctor
28 restricted Plaintiff from work due to a pregnancy-related disability. Wholistic allowed this

1 leave of absence for pregnancy disability leave (“PDL”), a required by Cal. Civ. Gov. Code
2 section 12945.

3 19. Plaintiff gave birth to her daughter on February 23, 2023.

4 20. After the birth of her child, Plaintiff suffered from post-partum depression
5 and post-partum anxiety. She notified Defendants of this and requested and was granted
6 the maximum leave provided under the CFRA and the PDL.

7 21. While still on this leave, Plaintiff’s doctor advised her that she was not
8 cleared to return to work until September 25, 2022.

9 22. On July 12, 2023, Plaintiff notified practice owner, Dr. Pejman Katiraei, that
10 her therapist extended her leave until September. Dr. Katiraei responded on July 18, 2023,
11 “No worries. I am sorry you are still struggling like this. I hope you regain your health
12 soon. Let me know if you need any help in the meantime. Sound good.”

13 23. On July 26, 2023, Plaintiff received an email from Corrine Levenson,
14 Director of Operations at Wholistic, stating, “Your last day of work was on January 27,
15 2023. The allocated PDL was exhausted as of May 23, 2023. The allowed state time for
16 CFRA is 12 weeks, and this will end on August 15, 2023.” Ms. Levenson also advised
17 Plaintiff that there had not been a request for extended leave.

18 24. Plaintiff responded on July 26, 2023, by explaining that she had, in fact,
19 advised Dr. Katiraei of her need for extended leave, and she forwarded the medical
20 documentation to Ms. Levenson.

21 25. Having heard nothing from Defendants after two weeks, Plaintiff followed up
22 on August 7, 2023.

23 26. Ms. Levenson responded to Plaintiff that day: “We ‘the Practice’ understand
24 that your doctor has continued to have you out of work through September 25, 2023,
25 however, you will have exhausted all of the allocated time with both PDL and CFRA. Under
26 these permitted leaves of absences, we have been advised from our CAP Human Resources
27 and legal counsel, there is no additional time available or to be claimed past August 15,
28 2023, as you continue to experience pregnancy related disability.”

1 27. Ms. Levenson also advised: “We, ‘the Practice’ have considered if we could
2 reasonably accommodate additional leave, and have determined that we cannot.”

3 28. During further email correspondence that day, Plaintiff made clear that she
4 was seeking an accommodation for a disability, not further leave under CFRA or PDL.

5 29. Ms. Levenson nevertheless responded that Plaintiff’s employment would be
6 terminated if she did not return to work on August 15, 2023. Ms. Levenson added, “You
7 may want to consult with legal aid to have them explain to you the allocated leave of
8 absence with PDL and CFRA.”

9 30. On, August 8, 2023, Plaintiff responded that she believed this was
10 discriminatory on the basis of disability and that she did not believe that keeping her
11 position open until September 25, 2023, would cause an undue hardship. She explained
12 that this treatment was aggravating her post-partum depression and asked Defendants to
13 reconsider their position.

14 31. Defendants did not respond to that email or communicate with Plaintiff any
15 further about accommodating her disability until their letter dated August 22, 2023,
16 advising Plaintiff that her employment was terminated effective August 16, 2023.

17 32. Upon information and belief, Wholistic had plenty of staff to cover Plaintiff’s
18 duties for an additional couple of months and that it would have caused no undue hardship
19 to accommodate her disability with a brief additional leave.

20 33. Ms. Levenson discussed Plaintiff’s termination with three co-workers, Abby,
21 Fatima, and Reynalda. She told them that Plaintiff was terminated because she had used all
22 her leave, she was not entitled to any additional leave, and it was not for Ms. Levenson to
23 explain that to Plaintiff.

24 34. This confirmed that Defendants chose not to accommodate Plaintiff’s
25 disability *because* she had taken leave under the CFRA and PDL. Defendants were
26 unwilling to accommodate Plaintiff’s disability because she had exercised her rights under
27 the law to take leave.

28 35. Economic damages: As a consequence of Defendants’ conduct, Plaintiff has

1 suffered and will suffer harm, including lost past and future income and employment
2 benefits, damage to her career, and lost wages, overtime unpaid expenses, and penalties, as
3 well as interest on unpaid wages at the legal rate from and after each payday on which
4 those wages should have been paid, in a sum to be proven at trial.

5 36. Non-economic damages: As a consequence of Defendants' conduct, Plaintiff
6 has suffered and will suffer psychological and emotional distress, humiliation, and mental
7 and physical pain and anguish, in a sum to be proven at trial.

8 37. Punitive damages: Defendants' conduct constitutes oppression, fraud, and/or
9 malice under California Civil Code section 3294 and, thus, entitled Plaintiff to an award of
10 exemplary and/or punitive damages.

11 38. Malice: Defendants' conduct was committed with malice within the meaning
12 of California Civil Code section 3294, including that (a) defendants acted with intent to
13 cause injury to Plaintiff and/or acted with reckless disregard for Plaintiff's injury,
14 including by terminating Plaintiff's employment and/or taking other adverse job actions
15 against Plaintiff because of her disability and/or (b) Defendants' conduct was despicable
16 and committed in willful and conscious disregard of Plaintiff's rights, health, and safety,
17 including Plaintiff's right to be free of Describe what Defendant did wrong.

18 39. Oppression: In addition, and/or alternatively, Defendants' conduct was
19 committed with oppression within the meaning of California Civil Code section 3294,
20 including that Defendants' actions against Plaintiff because of her disability were
21 "despicable" and subjected Plaintiff to cruel and unjust hardship, in knowing disregard of
22 Plaintiff's rights to a workplace free of Describe what Defendant did wrong.

23 40. Fraud: In addition, and/or alternatively, Defendants' conduct, as alleged,
24 was fraudulent within the meaning of California Civil Code section 3294, including that
25 Defendant asserted false (pretextual) grounds for terminating Plaintiff's employment
26 and/or other adverse job actions, thereby to cause Plaintiff hardship and deprive her of
27 legal rights.

28 41. Attorney fees: Plaintiff has incurred and continues to incur legal expenses

1 and attorneys' fees.

2 42. Plaintiff generally worked shifts of at least eight hours.

3 43. For the entire time Plaintiff worked at Wholistic, she was not authorized or
4 permitted to take an uninterrupted rest period of at least 10 minutes for each four-hours of
5 work in the middle of each four-hour period.

6 44. Upon information and belief, Wholistic did not even have a rest break policy.

7 45. Plaintiff was not paid rest break premiums for any of the shifts she worked
8 without being able to take rest breaks in accordance with the law.

9 46. Because Defendants did not pay Plaintiff the rest break premiums to which
10 she was entitled, it failed to provide accurate itemized wage statements.

11 47. The issues described in paragraphs 42-46 above impact all other non-exempt
12 employees of Wholistic. Plaintiff submitted a notice to the Labor & Workforce
13 Development Agency ("LWDA") on September 27, 2023, and will amend this complaint to
14 add a claim under the Private Attorneys General Act, Cal. Lab. Code § 2698, et seq., if the
15 LWDA does not wish to pursue this matter.

16 **FIRST CAUSE OF ACTION**

17 **Discrimination on the Basis of Disability**

18 **(Violation of the FEHA, Cal. Gov't Code § 12940(a))**

19 **(Against Wholistic, and DOES 1 to 25, Inclusive)**

20 48. Plaintiff incorporates by reference, and realleges as if fully stated herein,
21 each and every allegation set forth above.

22 49. Plaintiff, a disabled employee, was a member of a protected class within the
23 meaning of the FEHA and is entitled to its guarantees of full and equal access to
24 employment. See Cal. Gov't Code § 12926.1.

25 50. The FEHA provides that the opportunity to seek, obtain, and hold
26 employment without discrimination because of, inter alia, disability is a civil right. See Cal.
27 Gov't Code §§ 12921(a).

28 51. The purpose of the FEHA is to protect and safeguard the right and

1 opportunity of all persons to seek, obtain, and hold employment without discrimination or
2 abridgment on the account of, inter alia, a person's disability. The FEHA recognizes that
3 the practice of denying employment opportunities and discriminating in terms of
4 employment substantially and adversely affects the interest of employees, employers, and
5 the public in general. See Cal. Gov't Code § 12920.

6 52. The FEHA makes it an unlawful employment practice for an employer to
7 discriminate against an employee "in terms, conditions, or privileges of employment" on
8 the basis of the employee's disability. Cal. Gov't Code § 12940(a).

9 53. Plaintiff has post-partum depression and post-partum anxiety, which
10 interfere with several major life activities, including working. Therefore, Plaintiff suffers
11 from a mental disability covered under the FEHA.

12 54. Defendant subjected Plaintiff to unlawful termination because of her
13 disability in violation of California Government Code section 12940(a).

14 55. As a proximate result of Defendants' willful, knowing, and intentional
15 discrimination against Plaintiff, Plaintiff has sustained and continues to sustain
16 substantial losses of earnings and other employment benefits, and has suffered and
17 continues to suffer humiliation, damage to reputation, emotional distress, and physical and
18 mental pain and anguish, causing damages in a sum according to proof.

19 56. Plaintiff has incurred and continues to incur legal expenses and attorneys'
20 fees. Pursuant to California Government Code section 12965(b), Plaintiff is entitled to
21 recover reasonable attorneys' fees and costs (including expert costs) in an amount
22 according to proof.

23 57. Defendants committed the acts herein despicably, maliciously, fraudulently,
24 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and
25 evil motive amounting to malice, and in conscious disregard of Plaintiff's rights. Plaintiff is
26 thus entitled to punitive damages from Defendants in an amount according to proof.

27 **SECOND CAUSE OF ACTION**

28 **Failure to Accommodate Disability**

(Violation of the FEHA, Cal. Gov't Code § 12940(m))
(Against Wholistic and DOES 1 to 25, Inclusive)

58. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

59. Under the FEHA, an employer that is aware of an employee who has a disability has an affirmative duty to make reasonable accommodations for that disability. See Cal. Gov't Code § 12940(m). The duty arises even if the employee has not requested reasonable accommodation.

60. Plaintiff has post-partum depression and post-partum anxiety, which interfere with several major life activities, including working. Therefore, Defendants knew that Plaintiff was suffering from a disability covered under the FEHA.

61. Defendant was aware of Plaintiff's disability and need for accommodation because she advised them in writing that she had post-partum depression and post-partum anxiety and required an additional leave of absence.

62. Plaintiff was able to perform the essential job duties of her position with Defendants with reasonable accommodation for her disability. At all times during Plaintiff's employment with Defendants, Plaintiff was otherwise qualified to do her job.

63. Plaintiff asserted rights pursuant to the FEHA, requesting reasonable accommodation from Defendants for her disability, including, but not limited to a leave of absence. Defendants failed to provide Plaintiff with reasonable accommodations for her disability.

64. As a proximate result of Defendants' willful, knowing, and intentional conduct, Plaintiff has sustained and continues to sustain substantial losses of earnings and employment benefits.

65. As a proximate result of Defendants' willful, knowing, and intentional conduct, Plaintiff has suffered and continues to suffer humiliation, damage to reputation, emotional distress, and physical and mental pain and anguish, causing damage in a sum according to proof.

66. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to California Government Code section 12965(b), Plaintiff is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

67. Defendants committed the acts herein despicably, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to malice, and in conscious disregard of the rights of Plaintiff. Plaintiff is thus entitled to punitive damages from Defendants in an amount according to proof.

THIRD CAUSE OF ACTION

Failure to Engage in the Interactive Process to Accommodate Disability

(Violation of the FEHA, Cal. Gov't Code § 12940(n))

(Against Wholistic and DOES 1 to 25, Inclusive)

68. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

69. It is unlawful under the FEHA for an employer to fail to engage in a timely, good faith, interactive process to determine effective reasonable accommodations for an employee with a known disability. See Cal. Gov't Code §§ 12940(n); 12926.1(e).

70. Under the FEHA, employers who are aware that an employee has a disability have an affirmative duty to engage in the interactive process to identify and provide reasonable accommodations for such disability. The duty arises even if the employee has not requested reasonable accommodation. In particular, employers are obligated to initiate a timely, good-faith interactive process to accommodate an employee's disability when the employer has become aware of the possible need for an accommodation.

71. The FEHA requires a timely, good faith, interactive process between an employer and an employee with a known disability, which includes the exchange of essential information “without delay or obstruction of the process.” Cal. Code Regs., tit. 2, § 11069(a).

1 72. As part of a timely, good-faith interactive process, an employer “shall
2 analyze the particular job involved and the essential functions of the job.” See Cal. Code
3 Regs., tit. 2, § 11069(c)(5). An employer “shall identify potential accommodations and
4 assess the effectiveness each would have in enabling the applicant to have an equal
5 opportunity to ... perform the essential function of the position held.” Cal. Code Regs., tit.
6 2, § 11069(c)(7). An employer “shall either grant the applicant or employee’s requested
7 accommodation, or reject it after due consideration, and initiate discussion with the
8 applicant or employee regarding alternative accommodations.” Cal. Code Regs., tit. 2, §
9 11069(c)(1).

10 73. Defendants knew that Plaintiff was suffering from post-partum depression
11 and post-partum anxiety, which are disabilities covered under California Government Code
12 section 12926(j). Specifically, Plaintiff advised both Dr. Katiraei and Ms. Levenson of this
13 in writing.

14 74. Defendants failed to engage in the interactive process with Plaintiff to
15 determine what accommodations would enable Plaintiff to perform the essential functions
16 of her position. Instead, Defendants simply terminated Plaintiff’s employment. Ms.
17 Levenson told other workers at Wholistic that Wholistic would not accommodate Plaintiff
18 with a brief leave of absence and that Ms. Levenson was not obligated to discuss this with
19 Plaintiff.

20 75. Defendants’ conduct violated the FEHA’s requirement to engage in a timely,
21 good faith interactive process in response to Plaintiff’s requests for reasonable
22 accommodation. See Cal. Gov’t Code § 12940(n).

23 76. As a proximate result of Defendants’ willful, knowing, and intentional
24 conduct, Plaintiff has sustained and continues to sustain substantial losses of earnings and
25 employment benefits.

26 77. As a proximate result of Defendants’ willful, knowing, and intentional
27 conduct, Plaintiff has suffered and continues to suffer humiliation, damage to reputation,
28 emotional distress, and physical and mental pain and anguish, causing damage in a sum

1 according to proof.

2 78. Plaintiff has incurred and continues to incur legal expenses and attorneys'
3 fees. Pursuant to California Government Code section 12965(b), Plaintiff is entitled to
4 recover reasonable attorneys' fees and costs (including expert costs) in an amount
5 according to proof.

6 79. Defendants committed the acts herein despicably, maliciously, fraudulently,
7 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and
8 evil motive amounting to malice, and in conscious disregard of the rights of Plaintiff.
9 Plaintiff is thus entitled to punitive damages from Defendants in an amount according to
10 proof.

11 **FOURTH CAUSE OF ACTION**

12 **Retaliation Under California Family Rights Act ("CFRA")**

13 **(Cal. Gov't Code § 12945.2(k))**

14 **(Against Wholistic and DOES 1 to 25, Inclusive)**

15 80. Plaintiff incorporates by reference, and realleges as if fully stated herein,
16 each and every allegation set forth above.

17 81. Wholistic directly employed five or more employees.

18 82. At all times relevant to this action, Plaintiff worked for Defendants for more
19 than one year and had in excess of 1250 hours of service during the 12-month period
20 immediately preceding her need for leave. Plaintiff required a leave to baby bonding, and
21 Plaintiff provided Wholistic notice of this need for leave by email.

22 83. CFRA states that "[i]t shall be an unlawful employment practice for an
23 employer to ... discharge, fine, suspend, expel, or discriminate against, any individual
24 because of ... [the] individual's exercise of the right to family care and medical leave
25 provided by [CFRA]." Cal. Gov't Code § 12945.2(k)(1).

26 84. After Plaintiff took protected leave and then requested an accommodation for
27 her disability, Defendants discriminated and retaliated against Plaintiff by refusing to
28 consider any accommodation for Plaintiff because she had already taken CFRA leave, and

1 then by terminating her employment.

2 85. As a proximate result of Defendants' willful, knowing, and intentional
3 conduct, Plaintiff has sustained and continues to sustain substantial losses of earnings and
4 other employment benefits, and has suffered and continues to suffer humiliation, damage
5 to reputation, emotional distress, and physical and mental pain and anguish, causing
6 damage in a sum according to proof.

7 86. Plaintiff has incurred and continues to incur legal expenses and attorneys'
8 fees. Pursuant to California Government Code section 12965(b), Plaintiff is entitled to
9 recover reasonable attorneys' fees and costs (including expert costs) in an amount
10 according to proof.

11 87. Defendants committed the acts herein despicably, maliciously, fraudulently,
12 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and
13 evil motive amounting to malice, and in conscious disregard of Plaintiff's rights. Plaintiff is
14 thus entitled to punitive damages from Defendants in an amount according to proof.

15 **FIFTH CAUSE OF ACTION**

16 **Retaliation under FEHA**

17 **(Cal. Gov't Code § 12940(h))**

18 **(Against Wholistic and DOES 1 to 25, Inclusive)**

19 88. Plaintiff incorporates by reference, and realleges as if fully stated herein,
20 each and every allegation set forth above.

21 89. Employers are required by law to "allow an employee disabled by pregnancy,
22 childbirth, or a related medical condition to take a leave for a reasonable period of time not
23 to exceed four months and thereafter return to work." Cal. Gov't Code § 12945(a)(1). They
24 are also required "to provide reasonable accommodation for an employee for a condition
25 related to pregnancy, childbirth, or a related medical condition, if the employee so requests,
26 with the advice of the employee's health care provider." Cal. Gov't Code § 12945(a)(3).

27 90. It is unlawful for an employer to discharge or otherwise discriminate against
28 any person for exercising her rights under the FEHA. Cal. Gov. Code § 12940(h).

1 91. Plaintiff was disabled by pregnancy and/or a related medical condition, and
2 on the advice of her health care provider, requested and took under Cal Gov. Code § 12945.

3 92. Because Plaintiff exercised her rights to take leave for her pregnancy-related
4 disability, Defendants did not consider providing any additional leave as an
5 accommodation for her disability and then terminated her employment. Defendants
6 retaliated against Plaintiff for having taken PDL and then requesting an accommodation for
7 her disability.

8 93. These circumstances can constitute unlawful retaliation under Cal Gov. Code
9 § 12940(h). *Sanchez v. Swissport, Inc.*, 213 Cal. App. 4th 1331, 1341 (2013).

10 94. As a proximate result of Defendants' willful, knowing, and intentional
11 conduct, Plaintiff has sustained and continues to sustain substantial losses of earnings and
12 other employment benefits, and has suffered and continues to suffer humiliation, damage
13 to reputation, emotional distress, and physical and mental pain and anguish, causing
14 damage in a sum according to proof.

15 95. Plaintiff has incurred and continues to incur legal expenses and attorneys'
16 fees. Pursuant to California Government Code section 12965(b), Plaintiff is entitled to
17 recover reasonable attorneys' fees and costs (including expert costs) in an amount
18 according to proof.

19 96. Defendants committed the acts herein despicably, maliciously, fraudulently,
20 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and
21 evil motive amounting to malice, and in conscious disregard of Plaintiff's rights. Plaintiff is
22 thus entitled to punitive damages from Defendants in an amount according to proof.

23 **SIXTH CAUSE OF ACTION**

24 **Wrongful Termination**

25 **(Against Wholistic and DOES 1 to 25, inclusive)**

26 97. Plaintiff incorporates by reference, and realleges as if fully stated herein,
27 each and every allegation set forth above.

28 98. Under California law, it is unlawful for an employer to terminate an employee

1 in violation of a fundamental public policy of the United States of America and/or the State
2 of California.

3 99. Defendants' decision to terminate Plaintiff was substantially motivated by
4 Plaintiff's protected status in blatant violation of the public policy protections set forth in
5 the FEHA. Plaintiff is informed and believes that Defendants' managing agents made the
6 decision to terminate Plaintiff and that Defendants ratified their decision.

7 100. As a proximate result of Defendants' willful, knowing, and intentional
8 conduct, Plaintiff has sustained and continues to sustain substantial losses of earnings and
9 other employment benefits, and has suffered and continues to suffer humiliation, damage
10 to reputation, emotional distress, and physical and mental pain and anguish, causing
11 damage in a sum according to proof.

12 101. Defendants committed the acts herein despicably, maliciously, fraudulently,
13 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and
14 evil motive amounting to malice, and in conscious disregard of Plaintiff's rights. Plaintiff is
15 thus entitled to punitive damages from Defendants in an amount according to proof.

16 **SEVENTH CAUSE OF ACTION**

17 **(Failure to Authorize and Permit Rest Periods in Violation of Wage Order No. 4, subd.**

18 **12(A) and (B) and 226.7(b) and (c)**

19 **(Against All Defendants)**

20 102. Plaintiff incorporates by reference, and realleges as if fully stated herein,
21 each and every allegation set forth above.

22 103. IWC Order 4, subdivisions 12(A) and (B) and California Labor Code sections
23 226.7(b) and (c) apply to employment by Defendants.

24 104. IWC Wage Order 4, subdivision 12(A), provides that "[e]very employer shall
25 authorize and permit all employees to take rest periods, which insofar as practicable shall
26 be in the middle of each work period" and that the "rest period time shall be based on the
27 total hours worked daily at the rate of ten (10) minutes rest time per four (4) hours or
28 major fraction thereof unless the total daily work time is less than three and one-half (3.5)

1 hours.”

2 105. At all relevant times, California Labor Code section 226.7(b) provides that no
3 employer shall require an employee to work during any meal or rest period mandated by an
4 applicable order of the California IWC.

5 106. During the relevant time period, Defendants required Plaintiff to work more
6 than three and one-half (3.5) hours without authorizing or permitting a ten (10) minute rest
7 period for each four (4) hour work period.

8 107. During the relevant time period, Defendants willfully required Plaintiff to
9 work during rest periods, failed to allow her to take any rest period and/or failed to
10 authorize and permit her to take uninterrupted, duty-free rest breaks.

11 108. Pursuant to the applicable IWC Wage Order 4, subdivision 12(B) and
12 California Labor Code section 226.7(c), Defendant should have paid one additional hour of
13 pay at regular rate of compensation for each workday that a rest period was not authorized
14 and permitted.

15 109. Labor Code section 558.1(a) provides that “[a]ny employer or other person
16 acting on behalf of an employer, who violates, or causes to be violated, any provision
17 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
18 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194,
19 or 2802, may be held liable as the employer for such violation.”

20 110. Labor Code section 558.1(b) explains that “For purposes of this section, the
21 term ‘other person acting on behalf of an employer’ is limited to a natural person who is an
22 owner, director, officer, or managing agent of the employer....”

23 111. As the owner and managing agent of Wholistic, Dr. Katiraei is personally
24 liable for failure to authorize and permit rest periods and failure to pay premium pay.

25 112. Defendants intentionally and willfully failed to provide Plaintiff with her rest
26 periods, and failed to premium pay.

27 113. Defendants’ conduct violates the applicable IWC Wage Order, subdivisions
28 12(A) and (B) and California Labor Code section 226.7(b) and (c).

1 **EIGHTH CAUSE OF ACTION**

2 **(Untimely Payment of Final Wages in Violation of California Labor Code §§ 201, 202, and**
3 **203)**

4 **(Against All Defendants)**

5 114. Plaintiff incorporates by reference, and realleges as if fully stated herein,
6 each and every allegation set forth above.

7 115. California Labor Code sections 201 and 202 provide that if an employer
8 discharges an employee, the wages earned and unpaid at the time of discharge are due and
9 payable immediately, and if an employee quits his or her employment, his or her wages
10 shall become due and payable not later than seventy-two hours thereafter, unless the
11 employee has given seventy-two hours' notice of his or her intention to quit, in which case,
12 the employee is entitled to his or her wages at the time of quitting.

13 116. Plaintiff's employment at Wholisitc was terminated by involuntary
14 discharge. Defendants intentionally and willfully failed to pay Plaintiff upon termination
15 all of her wages, including premium pay as required by law.

16 117. This failure to pay earned and unpaid wages is a violation of California Labor
17 Code sections 201 and 202.

18 118. California Labor Code section 203 provides that if an employer willfully fails
19 to pay wages owed, in accordance with sections 201 and 202, then the wages of the
20 employee shall continue as a penalty ("waiting time penalty") from the due date thereof at
21 the same rate or until paid or until an action is commenced; but the wages shall not
22 continue for more than thirty (30) days.

23 119. Wages have been due and owing for more than 30 days since termination of
24 employment, and Defendants' failure to pay was willful. Thus, Defendants are liable to for
25 30 days' pay.

26 120. Labor Code section 558.1(a) provides that "[a]ny employer or other person
27 acting on behalf of an employer, who violates, or causes to be violated, any provision
28 regulating minimum wages or hours and days of work in any order of the Industrial Welfare

Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

121. Labor Code section 558.1(b) explains that “For purposes of this section, the term ‘other person acting on behalf of an employer’ is limited to a natural person who is an owner, director, officer, or managing agent of the employer....”

122. As the owner and managing agent of Wholistic, Dr. Katiraei is personally liable for causing the violation of Labor Code section 203.

NINTH CAUSE OF ACTION

(Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor Code § 226(a))

(Against All Defendants)

123. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

124. California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

125. An employer’s obligation under Labor Code section 226(a) to report wages includes an obligation to report premium pay for missed breaks. *Naranjo*, 13 Cal. 5th at 121.

126. Defendants failed to provide Plaintiff with complete and accurate wage

1 statements. The deficiencies include, but are not limited to the failure to reflect premium
2 pay due to Plaintiff.

3 127. Because of Defendants' violation of California Labor Code section 226(a),
4 Plaintiff has suffered injury and damage to her statutorily protected rights.

5 128. Plaintiff was denied both her right to receive, and her protected interest in
6 receiving, accurate and itemized wage statements pursuant to California Labor Code
7 section 226(a).

8 129. Missed break premium pay constitutes wages for purposes of Labor Code
9 section 203. *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 117 (2022).

10 130. Because Defendants' failure to provide accurate itemized wage statement
11 was knowing and intentional, Plaintiff is entitled to recover from Defendants the greater of
12 their actual damages caused by Defendants' violation of Labor Code Section 226(a), or an
13 aggregate penalty not to exceed four thousand dollars, pursuant to Labor Code section
14 226(e).

15 131. Labor Code section 558.1(a) provides that "[a]ny employer or other person
16 acting on behalf of an employer, who violates, or causes to be violated, any provision
17 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
18 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194,
19 or 2802, may be held liable as the employer for such violation."

20 132. Labor Code section 558.1(b) explains that "For purposes of this section, the
21 term 'other person acting on behalf of an employer' is limited to a natural person who is an
22 owner, director, officer, or managing agent of the employer...."

23 133. As the owner and managing agent of Wholistic, Dr. Katiraei is personally
24 liable for failing to provide accurate wage statements.

25 **TENTH CAUSE OF ACTION**

26 **(Violation of the California Business & Professions Code §§ 17200, et seq.)**

27 **(Against Wholistic and DOES 1 to 25, Inclusive)**

28 134. Plaintiff incorporates by reference, and realleges as if fully stated herein,

1 each and every allegation set forth above.

2 135. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful, and harmful to Plaintiff, to the general public, and to Defendants' competitors.
4 Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
5 within the meaning of Code of Civil Procedure section 1021.5.

6 136. Defendants' activities as alleged herein are violations of California law, and
7 constitute unlawful business acts and practices in violation of California Business &
8 Professions Code section 17200, et seq.

9 137. A violation of California Business & Professions Code section 17200, et seq.
10 may be predicated upon the violation of any state or federal law. In the instant case, it is
11 Defendants' policies and practices of requiring Plaintiff to work through rest periods and
12 not paying premium pay in violation of the California Labor Code.

13 138. As a result of the above-described violations of California law, Defendants
14 unlawfully gained an unfair advantage over other businesses.

15 139. Plaintiff has been personally injured by Defendants' unlawful business acts
16 and practices alleged herein, including but not necessarily limited to the loss of money.

17 140. Pursuant to California Business & Professions Code section 17200, et seq.,
18 Plaintiff is entitled to restitution of the wages and reimbursements Defendants withheld
19 during the period that commences four years prior to the filing of this Complaint; an award
20 of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5; and an
21 award of costs.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff, Farah Johnson prays for judgment against Defendants as follows:

- 24 a. That the Court declare, adjudge, and decree that Defendants terminated Plaintiff in
25 violation of public policy, violated Cal. Gov. Code §§ 12940(a), 12940(h),
26 12040(m), 12940(n), 12945.2(k), IWC Wage Order No. 4, subd. 12(A) and
27 (B)Labor Code §§ 226.7(b) and (c), Lab Code §§ 201-203, Lab. Code § 226(a), and
28 Bus. & Prof. Code §§ 17200, et. seq.;

- 1 b. For general and special damages according to proof;
2 c. For statutory damages and penalties under Cal. Lab. Code 203 and Cal Lab. Code
3 226(e);
4 d. For punitive damages under Cal. Civ. Code § 3294 in an amount to be determined by
5 the Court according to proof;
6 e. For unpaid premium wages under Cal. Lab. Code § 226.7(c);
7 f. For statutory penalties under Cal. Lab. Code § 226(h);
8 g. For restitution under Business & Professions code § 17200, et. seq.
9 h. For an award of costs under Cal. Gov. Code 12965, Cal. Civ. Proc. § 1032, and Cal.
10 Lab. Code § 218.5;
11 i. For an award of reasonable attorneys' fees under Cal Gov. Code 12965, Cal. Lab.
12 Code § 218.5, Cal. Lab. Code § 225(e), Cal. Code Civ. Proc. § 1021.5.
13 j. For an award of pre-judgment and post-judgment interest for the maximum amount
14 allowed by law on all damages awarded under Cal. Civ. Code §§ 3288; Cal. Code
15 Civ. Proc. 685.010; and
16 k. For any and all other relief the Court deems just and proper.

17 **REQUEST FOR JURY TRIAL**

18 Plaintiff hereby demands a trial by jury on all issues.

19
20 Dated: November 1, 2023

Respectfully submitted,
ADVANTAGE ADVOCATES, P.C.

21
22
23
24 By: _____



Amy S. Ramsey
Attorney for Plaintiff