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10 Attorneys for Plaintiff, Travis Shawn Phillips

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA,**
12 **FOR THE COUNTY OF LOS ANGELES**

13 TRAVIS SHAWN PHILLIPS, an Individual,
14 Plaintiff,
15 vs.
16 THE STEPPING STONES GROUP LLC, a
17 Delaware Limited Liability Company;
18 CANDACE ZHAO, an Individual; and DOES
19 1-20, inclusive,
20 Defendants.

Case Number: **26STCV25679**

COMPLAINT FOR:

1. Violation of *Civil Code* §52.1;
2. Retaliation and/or Wrongful Termination in Violation of *Labor Code* §1102.5;
3. Retaliation and/or Wrongful Termination in Violation of *Labor Code* §6310;
4. Wrongful Termination in Violation of Public Policy; and
5. Private Attorneys General Act.

Jury Trial Demanded

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1 Plaintiff, Travis Shawn Phillips (“Plaintiff”), hereby alleges as follows:
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3 **JURISDICTION AND VENUE**

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

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

12 3. On April 23, 2026, Plaintiff timely submitted his claims to the Labor and Workforce
13 Development Agency, thereby exhausting his administrative remedies, less than one year after the
14 events alleged herein. Plaintiff simultaneously provided notice to the required parties, and this
15 Complaint is being filed more than sixty-five days thereafter.

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

20 **THE PARTIES**

21 5. Plaintiff, Travis Shawn Phillips, has, at all times relevant to this action, resided in the
22 County of Los Angeles in the State of California.

23 6. Defendant, The Stepping Stones Group LLC (“SSG”) was and is upon the information
24 and belief, a Delaware Limited Liability Company doing business within the State of California as itself,
25 and at all times hereinafter mentioned, is an employer whose employees are engaged in commerce
26 throughout this county and the State of California.

27 7. Defendant, Candace Zhao (“ZHAO”) was and is, upon information and belief, a citizen
28 of the State of California domiciled in Los Angeles County, California.

1 8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
2 the fictitious names DOES 1–20 but prays for leave to amend and serve such fictitiously named
3 Defendants pursuant to *Code of Civil Procedure* § 474, once their names and capacities become known.

4 9. Plaintiff is informed and believes, and thereon alleges, that DOES 1–20 are the partners,
5 joint ventures, parent companies, owners, shareholders, or managers or employees of Defendants and,
6 therefore, were acting on behalf of Defendants.

7 10. SSG, ZHAO and DOES 1-20 shall collectively be referred to as “Defendants.”

8 11. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants are in
9 some manner intentionally, negligently, or otherwise responsible for the acts, occurrences, or
10 transactions alleged herein.

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

15 13. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto
16 and mentioned herein, each Defendant sued herein (both named and DOE Defendants 1-20) was the
17 expressly and/or implicitly authorized agent, business-entity agent, servant, employer, partner, joint
18 venturer, integrated enterprise, joint employer, business-entity employer, authorized agent, contractor,
19 contractee, partner, division owner, subsidiary, principal, division, alias, successor in interest, and/or
20 alter ego with and/or of each of the remaining Defendants and was, at all times material hereto, acting
21 within the purpose and scope of such agency, servitude, partnership, employment, integrated enterprise,
22 contract, venture, ownership, subsidiary, principal, alias, and/or alter ego and with the authority,
23 consent, approval, control, influence, and ratification of each remaining Defendant herein.

24 14. At all times herein mentioned, Defendants, and each of them, including DOES 1–20,
25 ratified each and every act or omission complained of herein, and/or committed such actions themselves
26 on behalf of themselves and/or, with authorization, on behalf of each other.

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FACTUAL ALLEGATIONS

15. Defendant SSG is an organization that provides therapeutic, behavioral, and special education services to children. Its core services include school-based support, behavioral health, early intervention services, and special education. At all relevant times, SSG was and is an employer with thousands of employees, including at least a hundred within Los Angeles County alone.

16. In or around February 2025, Plaintiff was hired by SSG as a Registered Behavior Technician and Behavior Therapist. While working for SSG, Plaintiff's job duties included providing one on one care to special needs children on the autism spectrum. Plaintiff ran programs designed to streamline behaviors in children to make their school and home lives better. Plaintiff also provided classroom support to teachers that he was assigned to work with. While employed by SSG Plaintiff primarily worked at McKinley Elementary School in Long Beach, California. At all times, while employed by SSG, Plaintiff was a successful, productive, loyal and devoted employee, performing his duties to Defendants' expectations and satisfaction. At all relevant times, Defendant ZHAO was employed by SSG as a Board-Certified Behavior Analyst and supervisor who exercised supervisory authority over Plaintiff's scheduling and work assignments. ZHAO acted on behalf of SSG in connection with Plaintiff's employment, scheduling, assignments, complaints, and requests for reassignment.

17. In approximately April 2025, Plaintiff was assigned to work one on one with a child with autism who had been identified as a "high-maintenance child" requiring the care of more than one aide at a time. Plaintiff was assigned to work with the child on a dedicated basis with another Behavior Therapist; however, when the other therapist went to lunch or called out and no replacement was provided, Plaintiff was required to work with the child alone.

18. The child consistently engaged in aggressive and violent behaviors which posed a serious threat to Plaintiff's health and safety. For example, the child often bit Plaintiff so harshly that he broke skin and drew blood. The child also often rubbed bodily fluids onto Plaintiff causing frequent illness. The child pulled and yanked Plaintiff's hair causing him pain. The child also hit Plaintiff. At all times while Plaintiff worked with the child during his employment, Plaintiff repeatedly complained to SSG's supervisors and managing agents, including ZHAO, about the abuse that he was experiencing. Plaintiff's complaints to ZHAO included complaints concerning the child's repeated violent conduct, the injuries

1 and illnesses Plaintiff was suffering as a result of the assignment, and the unsafe working conditions
2 created thereby. Plaintiff reasonably believed that the conditions he reported were unsafe and unlawful
3 and violated laws, rules and/or regulations concerning workplace health and safety. ZHAO, as Plaintiff's
4 supervisor responsible for scheduling and assignments, had authority to address, correct and/or escalate
5 Plaintiff's complaints on behalf of SSG.

6 19. Plaintiff became ill approximately three times between April 2025 and June 2025. Each
7 illness required Plaintiff to take time off work to tend to his health. Each time, Plaintiff informed his
8 supervisor ZHAO that he was sick and that he believed the source of exposure was the child.

9 20. Plaintiff and other employees at SSG complained to SSG's managing agents about the
10 child's violent acts, but these complaints were largely ignored and not taken seriously. In fact, after
11 receiving multiple complaints about the child's biting, SSG simply gave Plaintiff protective sleeves for
12 his arms. Thus, at all times, SSG condoned, enabled and ratified the child's violent acts, including the
13 violent work environment the child's conduct created.

14 21. In or around late April 2025, after weeks of enduring violent acts, Plaintiff requested that
15 ZHAO reassign him to another child. ZHAO failed to grant Plaintiff's request. Approximately one week
16 later Plaintiff made a second request to ZHAO to be reassigned. This request was also not granted.
17 Plaintiff continued requesting that ZHAO remove him from the assignment, making approximately six
18 to eight requests for reassignment during the course of his assignment with the child. Despite Plaintiff
19 repeatedly communicating his safety concerns and requesting removal from the hazardous assignment,
20 ZHAO failed to permanently reassign Plaintiff away from the child as requested.

21 22. On or around May 8, 2025, due to SSG's negligence and its ratification and enabling of
22 this violent work environment, a specific incident predictably occurred in which the child grabbed
23 Plaintiff's earring and ripped it from his ear resulting in the tearing of Plaintiff's left earlobe.

24 23. Immediately after the battery of Plaintiff at work, Plaintiff informed SSG's managers and
25 supervisors, including ZHAO. ZHAO instructed Plaintiff concerning SSG's work-injury reporting
26 procedure, after which Plaintiff was referred for medical treatment. Plaintiff sought emergency medical
27 care and was treated for a laceration to his external ear and placed off work. Plaintiff submitted a
28 medical report of the injuries to his external ear.

1 24. Plaintiff was not the first employee to be sent to the hospital following injury caused by
2 this child. Therefore, at all times, SSG's managers and managing agents were aware of the child's
3 violent tendencies and propensity to cause bodily injury.

4 25. On or around May 12, 2025, Plaintiff returned to work. Upon his return, Plaintiff was
5 assigned to work with another child. This assignment lasted for approximately a week before Plaintiff
6 was reassigned to the child who had battered him on a rotation with two other technicians. During this
7 time, Plaintiff was informed by a teacher that SSG had created this schedule because it was planning to
8 assign Plaintiff to work with the child for the summer school session.

9 26. After learning of SSG's plan, in consideration of his health and safety, Plaintiff
10 approached ZHAO again and requested that she not assign him to the violent child. Despite Plaintiff's
11 repeated safety complaints and requests for reassignment, ZHAO did not grant Plaintiff's request.

12 27. On or around June 5, 2025, Plaintiff's car was stolen. He sent an email to SSG's Human
13 Resources representatives informing them of the same. Plaintiff informed them that due to the extra
14 costs associated with no longer having a car and the stress caused by the child, he would be unable to
15 work for the remainder of the spring school semester. SSG's Human Resources representative responded
16 to Plaintiff's email, thereby acknowledging receipt. The HR representative told Plaintiff that they would
17 inform the local management team to assist Plaintiff, but no one followed up with him regarding his
18 time off request.

19 28. When Plaintiff did not show up to work following his request for time off and complaint
20 about the stressful working environment caused by the violence that he was subjected to, one of
21 Plaintiff's supervisors accused him of abandoning his job. Plaintiff informed the supervisor of his stolen
22 car and the formal email request he sent to Human Resources for time off.

23 29. On or around mid-June 2025, after taking about a week off from work, Plaintiff returned
24 for the summer school session. Upon his return for the summer school session, SSG, through its
25 managing agents and supervisors, including ZHAO, began to retaliate against Plaintiff as a direct result
26 of Plaintiff's repeated complaints concerning the violent, unsafe and unlawful working environment, his
27 reporting of his work-related injury and illnesses, and his repeated requests to be removed from the
28 hazardous assignment.

1 30. Plaintiff noticed that he was being micromanaged by supervisors. ZHAO was among the
2 supervisors who subjected Plaintiff to heightened scrutiny following his complaints and requests for
3 reassignment. On one such instance, Plaintiff was verbally admonished for failing to wear a nametag
4 despite the fact that most Behavioral Technicians did not wear nametags. On one occasion Plaintiff was
5 verbally admonished for not appearing busy enough while watching over children. On or around July
6 17, 2025, ZHAO pulled Plaintiff aside and verbally admonished him for cellphone usage during the
7 child's lunch break and thereafter memorialized the admonishment by email, despite other Behavioral
8 Technicians also using their phones in the same manner.

9 31. On August 15, 2025, SSG committed its final act of retaliation against Plaintiff by
10 wrongfully terminating his employment.

11 32. At all times, SSG's supposed rationale for Plaintiff's termination – i.e., that he had too
12 many absences and was unreliable – was false and SSG and those responsible for Plaintiff's termination
13 knew that to be the case, but still published and relied on that fraudulent rationale nonetheless so to
14 disguise their malice and retaliatory animus while wrongfully terminating Plaintiff. At all times, the
15 child's assault and battery of Plaintiff was a direct byproduct of SSG's own acts and/or omissions in the
16 workplace, resulting in an unsafe, dangerous and unlawful work environment where Plaintiff was
17 assaulted and battered.

18 33. Despite the fact that SSG knew or should have known of the unsafe, dangerous and
19 unlawful work environment the child's conduct created and fostered, SSG chose not to act, investigate,
20 or remedy the environment. Instead, once the violence had escalated to a tipping point due to its
21 negligence and/or knowing inaction, SSG took adverse employment actions against Plaintiff as the
22 scapegoat. Indeed, SSG directly retaliated against and wrongfully terminated Plaintiff in direct response
23 to his complaints of the unlawful and unsafe workplace, i.e. the unremedied assault and battery he was
24 subjected to while at work. Likewise, despite personally receiving Plaintiff's repeated complaints
25 concerning the unsafe working conditions and his requests for reassignment, ZHAO failed to remove
26 Plaintiff from the hazardous assignment and thereafter subjected Plaintiff to heightened scrutiny and
27 discipline after he continued complaining and advocating for his own workplace safety.

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1 34. At all times, the dangerous work environment, which included consistent acts of violence
2 in the workplace, persisted despite SSG's ongoing knowledge of it. Instead of investigating and/or
3 remedying the persistent workplace violence, as it could've done without suffering from undue hardship,
4 SSG simply chose to ignore the hazards of the workplace and instead retaliate against and wrongfully
5 terminate Plaintiff for his complaints of the unlawful and unsafe working environment. SSG unlawfully
6 retaliated against Plaintiff, and wrongfully terminated him based on an unlawful and unsafe workplace
7 environment that SSG itself created, fostered and ratified. Plaintiff's oral and written complaints
8 concerning these conditions, including his complaints to ZHAO, constituted disclosures and complaints
9 concerning working conditions and workplace health and safety, and were made to persons with
10 authority over Plaintiff and/or authority to investigate, discover, correct, or otherwise address the
11 complained-of working conditions.

12 35. At all times, SSG's rationale for wrongfully terminating Plaintiff, i.e. unreliability and
13 absences was no more than a thinly veiled pretext made to mask the retaliatory motivations and malice
14 underlying Plaintiff's treatment and termination. In reality, Defendants retaliated against Plaintiff, and
15 SSG wrongfully terminated Plaintiff, because of his complaints of the violent, unsafe and unlawful work
16 environment. Had Plaintiff not engaged in such protected activity, Defendants would not have retaliated
17 against him and SSG would not have wrongfully terminated his employment.

18 36. At all times, Defendants each knew, or should have known, that the conduct, acts, and
19 failures to act of SSG and/or their owners, supervisors, agents and employees, as described herein above,
20 violated Plaintiff's rights under the law. Likewise, SSG knew, or in the exercise of reasonable care
21 should have known, that its failure to intervene to protect Plaintiff, and to adequately supervise, prohibit,
22 discipline and/or otherwise prevent the conduct, acts, and failures to act of SSG and others as described
23 herein, would have the effect of encouraging, ratifying, condoning, increasing and/or worsening said
24 conduct, acts, and failures to act, which is, in fact, what resulted.

25 37. At all times, Defendants' conduct, as described above, was enacted maliciously and in
26 total disregard and oppression of Plaintiff's rights and welfare through their managing agents. As a result
27 of these circumstances, Plaintiff has been, and continues to be, damaged economically by the loss of
28 both his current and future employment with SSG. Plaintiff has also been, and continues to be, severely

1 damaged both emotionally and physically through Defendants' unlawful conduct. The full extent of
2 Plaintiff's damages will be subject to a matter of proof at trial.

3
4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF *CIVIL CODE* § 52.1**

6 **(Against SSG and DOES 1-20)**

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

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

17 40. The Constitution and laws of both the United States and California protect the rights of
18 an individual to be employed and work in an environment free of workplace violence and unsafe working
19 conditions. As alleged hereinabove, Defendants violated and interfered with Plaintiff's right to work in
20 an environment free of violence and intimidation by failing to protect him from the child's repeated acts
21 of violence and thereafter retaliating against him for reporting the unsafe working conditions and injuries
22 he suffered as a result thereof. Plaintiff was wrongfully terminated for reporting and/or complaining that
23 he had been assaulted and battered at work and subjected to an unsafe and violent working environment,
24 which was unlawful under the Bane Act..

25 41. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
26 continues to suffer actual, consequential and incidental financial losses, including without limitation,
27 loss of income, earnings, salary and benefits, and the intangible loss of employment related
28 opportunities in his field and damage to his professional reputation, the exact amount of which is not yet

1 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
2 damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

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

7 43. The conduct of Defendants violating *Civil Code* § 52.1 subjected Plaintiff to cruel and
8 unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that
9 Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based
10 thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to
11 Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or
12 ratified by officers, directors or managing agents of the corporation and/or was the result of the
13 application of unlawful, malicious or oppressive policies and procedures. As a consequence of the
14 aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive
15 damages in a sum to be shown according to proof pursuant to *Civil Code* § 3294.

16 44. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he
17 is entitled to recover pursuant to *Civil Code* § 52.1(i).

18
19 **SECOND CAUSE OF ACTION**

20 **RETALIATION AND/OR WRONGFUL TERMINATION**

21 **IN VIOLATION OF *LABOR CODE* § 1102.5**

22 **(Against All Defendants and DOES 1-20)**

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

26 46. At all times herein mentioned, California *Labor Code* §§ 1102.5 et seq. were in full force
27 and effect and were binding on Defendants. Under *Labor Code* § 1102.5(a), it is unlawful for any
28 employer, or any person acting on its behalf to "make, adopt, or enforce any rule, regulation, or policy

1 preventing an employee from disclosing information to a government or law enforcement agency, to a
2 person with authority over the employee, or to another employee who has authority to investigate,
3 discover, or correct the violation or noncompliance, or from providing information to, or testifying
4 before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable
5 cause to believe that the information discloses a violation of state or federal statute, or a violation of or
6 noncompliance with a local, state, or federal rule or regulation. . . .”

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

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

17 49. As fully elaborated above, while within the course and scope of his duties as SSG’s
18 employee, Plaintiff was subjected to unsolicited, unlawful physical violence, including assault and
19 battery, as well as other unsafe and unlawful working conditions. At all times herein mentioned, Plaintiff
20 reasonably believed the violent and unsafe working conditions to violate applicable state and federal
21 workplace health and safety laws, rules and/or regulations. Plaintiff repeatedly reported and complained
22 about these conditions to SSG and ZHAO, including the child’s repeated physical attacks, Plaintiff’s
23 resulting injuries and illnesses, and his requests to be removed from the unsafe assignment. ZHAO was a
24 person with authority over Plaintiff and acted on behalf of SSG with respect to Plaintiff’s scheduling and
25 work assignments. As a direct result of Plaintiff’s disclosures and complaints, ZHAO failed to remove
26 Plaintiff from the hazardous assignment and thereafter subjected Plaintiff to heightened scrutiny and
27 discipline, while SSG ultimately wrongfully terminated Plaintiff’s employment. In so doing, Defendants
28 retaliated against Plaintiff in violation of California *Labor Code* § 1102.5 et seq. As fully elaborated

1 above, while within the course and scope of his duties as Defendant's employee, Plaintiff was subjected
2 to unsolicited, unlawful physical violence, including assault and battery, as well as other unsafe and
3 unlawful working conditions. At all times herein mentioned, Plaintiff reasonably believed these persons
4 to be in violation of local, state, and federal laws and regulations including California Labor Code §§
5 232.5 & 6310, Civil Code §§ 43 & 52.1 and other related civil and administrative statutes, regulations
6 and/or laws, including those propagated and/or enforced by the Occupational Safety and Health
7 Administration. Based on such reasonable beliefs, Plaintiff resisted, reported to and complained to SSG
8 about conduct which he believed to be in violation of California Labor Code §§ 232.5 & 6310, Civil
9 Code §§ 43 & 52.1 and other related civil and administrative statutes, regulations and/or laws, including
10 those propagated and/or enforced by the Occupational Safety and Health Administration relating to
11 workplace safety and/or prohibition of violence or intoxication in the workplace. In response, and as a
12 direct result of Plaintiff's resistance, complaints, refusal to engage in unlawful activity, and/or the
13 perception that Plaintiff would disclose such violations to a governmental agency, SSG retaliated against
14 Plaintiff by wrongfully terminating his employment in direct violation of California Labor Code §
15 1102.5 et seq.

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

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

26 52. The conduct of Defendants in retaliating against Plaintiff and SSG's wrongful termination
27 of Plaintiff subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as
28 it was anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff

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

7 53. As a result of the wrongful acts of Defendants, Plaintiff has been forced to hire attorneys
8 to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys' fees and
9 costs in connection therewith. As a result, Plaintiff is entitled to recover attorneys' fees and costs
10 pursuant to *Labor Code* § 1102.5(j) and/or *Code of Civil Procedure* § 1021.5. Additionally, as against
11 SSG only, Plaintiff is entitled to recover applicable civil penalties pursuant to *Labor Code* § 2699 for
12 violations of *Labor Code* § 1102.5 identified in *Labor Code* § 2699.5, together with attorneys' fees and
13 costs pursuant to *Labor Code* § 2699(k)(1).

14
15 **THIRD CAUSE OF ACTION**
16 **RETALIATION AND/OR WRONGFUL TERMINATION**
17 **IN VIOLATION OF *LABOR CODE* § 6310**
18 **(Against All Defendants and DOES 1-20)**

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

22 55. At all times herein mentioned, California *Labor Code* § 6310 was in full force and effect,
23 and was binding on Defendants. Under *Labor Code* § 6310, no person shall discharge or in any manner
24 discriminate against an employee because the employee made any oral or written complaint to his or her
25 employer, or his or her representative, concerning unsafe working conditions or practices in the
26 employee's employment or place of employment.

27 56. At all times herein mentioned, California *Labor Code* § 6310 was in full force and effect,
28 and was binding on Defendants. Under *Labor Code* § 6310, it is unlawful to discharge or discriminate

1 against an employee in any manner because the employee made oral or written complaints concerning
2 workplace health or safety conditions and/or reported a work-related injury or illness.

3 57. At all times herein mentioned, Plaintiff reasonably and in good faith believed that the
4 violent and unsafe working conditions to which he was subjected violated applicable workplace health
5 and safety laws, rules and/or regulations. Plaintiff repeatedly complained to SSG and ZHAO about the
6 child's violent conduct, including biting, hitting, hair pulling, exposure to bodily fluids, Plaintiff's
7 resulting illnesses and injuries, and his repeated requests to be removed from the unsafe assignment.
8 Plaintiff also reported his May 8, 2025 work-related ear injury to SSG and ZHAO. In response to
9 Plaintiff's safety complaints and injury reports, ZHAO failed to remove Plaintiff from the hazardous
10 assignment and thereafter subjected him to heightened scrutiny and discipline, while SSG ultimately
11 wrongfully terminated Plaintiff's employment. In so doing, Defendants retaliated against Plaintiff in
12 violation of California *Labor Code* § 6310.

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

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

23 60. The conduct of Defendants in retaliating against Plaintiff and SSG's wrongful termination
24 of Plaintiff subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as
25 it was anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff
26 is informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done
27 with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct
28 was engaged in, authorized, or ratified by officers, directors, or managing agents of the company and/or

1 was the result of unlawful, malicious, or oppressive policies. As a consequence of the aforesaid
2 oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages
3 against Defendants in a sum to be shown according to proof at trial pursuant to *Civil Code* § 3294.

4 61. As a result of the wrongful acts of Defendants, Plaintiff has been forced to hire attorneys
5 to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys' fees and
6 costs in connection therewith. As a result, Plaintiff is entitled to recover attorneys' fees and costs
7 pursuant to *Code of Civil Procedure* § 1021.5. Additionally, as against SSG only, Plaintiff is entitled to
8 recover applicable civil penalties pursuant to *Labor Code* § 2699 for violations of *Labor Code* § 6310
9 identified in *Labor Code* § 2699.5, together with attorneys' fees and costs pursuant to *Labor Code* §
10 2699(k)(1).

11 **SECOND CAUSE OF ACTION**

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

13 **(Against SSG and DOES 1-20)**

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

17 63. At all relevant times mentioned in this complaint, Article I, Section 8 of the California
18 Constitution was in full force and effect and binding on Defendants. California law prohibits termination
19 or other adverse employment actions against employees for reasons that violate public policy.
20 Specifically, here, California requires that employers refrain from terminating a person and/or employee
21 for engaging in protected activity, including complaining about and reporting unsafe and unlawful
22 working conditions and work-related injuries and illnesses, including but not limited to those described
23 under *Labor Code* §§ 232.5, 1102.5 & 6310, *Civil Code* §§ 43 & 52.1 and other related criminal, civil
24 and administrative statutes, regulations and/or laws, including those propagated and/or enforced by the
25 Occupational Safety and Health Administration. These laws, statutes and their interpretative regulations
26 inure to the benefit of the public at large, and embody fundamental public policy of the State of California
27 and/or the United States.
28

1 64. At all relevant times mentioned in this complaint, California *Labor Code* §§ 232.5, 1102.5
2 & 6310, *Civil Code* §§ 43 & 52.1 and other related criminal, civil and administrative statutes, regulations
3 and/or laws, including those propagated and/or enforced by the Occupational Safety and Health
4 Administration, were in full force and effect and binding on Defendants, making it unlawful to
5 discriminate and/or retaliate against an employee based on, among other protected acts, the employee
6 complaining/reporting about unsafe or unlawful working conditions and/or unlawful activities in the
7 workplace. During Plaintiff's employment with SSG, Plaintiff complained and/or reported about the
8 violent, unlawful and unsafe working conditions to which he was subjected, including the child's
9 repeated physical attacks and Plaintiff's resulting injuries and illnesses. Due to Plaintiff's protected
10 activities, as described herein, SSG made the decision to wrongfully terminate Plaintiff without a
11 legitimate reason, but based on the false pretext that Plaintiff was unreliable or had been unjustifiably
12 absent. At all times, SSG's wrongful termination of Plaintiff's employment violated California statutes
13 and/or common law that inure to the benefit of the public at large and are a statement of California public
14 policy, including, but not limited to *Labor Code* §§ 232.5, 1102.5 & 6310, *Civil Code* §§ 43 & 52.1 and
15 other related criminal, civil and administrative statutes, regulations and/or laws, including those
16 propagated and/or enforced by the Occupational Safety and Health Administration. Thus, Plaintiff is
17 informed and believes and thereon alleges that SSG violated public policy by wrongfully terminating his
18 employment for reasons that violate the public policy of the State of California.

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

25 66. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
26 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
27 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
28 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness

1 and illness, *etc.* all to Plaintiff's damages in an amount to be shown according to proof at trial.

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

11 68. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he
12 is entitled to recover pursuant to *Code of Civil Procedure* §1021.5.

13
14 **FIFTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **(Against SSG and DOES 1-20)**

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

20 70. Under *Labor Code* § 2699, Plaintiff, as an aggrieved employee, may bring an action
21 against Defendants, on behalf of himself and other current or former employees, seeking statutory civil
22 penalties for Defendants' violations of the California *Labor Code*.

23 71. Plaintiff was an aggrieved employee within the meaning of *Labor Code* § 2699(a), as
24 Defendants committed multiple California *Labor Code* violations against him, as previously pleaded in
25 this Complaint.

26 72. On April 24, 2026, more than 65 calendar days before filing this Complaint, Plaintiff
27 gave written notice by online filing with the Labor and Workforce Development Agency and provided
28 notice via certified mail to Defendants of the specific provisions of the California *Labor Code* that

Defendants violated, thereby satisfying the requirements of *Labor Code* § 2699.3.

73. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency indicating its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action pursuant to *Labor Code* § 2699.3.

74. As a direct and proximate result of Defendants' *Labor Code* violations, as set forth in this Complaint, Plaintiff is entitled to the civil penalties authorized by *Labor Code* § 2699, including the civil penalties provided under *Labor Code* § 2699(f) for violations of *Labor Code* provisions that do not otherwise expressly provide for a civil penalty, and the applicable civil penalties provided by those *Labor Code* provisions that expressly provide for a penalty, all according to proof.

75. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to *Labor Code* § 2699(k)(1), and 35% of the recovered civil penalties shall be distributed to the aggrieved employees pursuant to *Labor Code* § 2699(m).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against all Defendants, including DOES 1-20, as follows:

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

1 6. For punitive and exemplary damages, in amount sufficient to adequately punish
2 Defendants, and each of them, so to deter any future unlawful conduct by them, according to proof;

3 7. For all compensation and/or statutory penalties owed, including as required under the
4 *Labor Code*, provided that all PAGA penalties and any statutory penalties imposed solely upon an
5 employer are sought against SSG only;

6 8. For prejudgment interest, according to proof;

7 9. For reasonable attorneys' fees and costs of suit incurred herein through the date of final
8 judgment;

9 10. For experts' costs and fees incurred herein through the date of final judgment; and

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

11
12
13 Dated: August 14, 2026



KAVEH S. ELIHU, ESQ.

DANIEL J. FRIEDMAN, ESQ.

RANDI P. WISE, ESQ.

EMPLOYEE JUSTICE LEGAL GROUP, P.C.
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