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10 Individually and on behalf of all other similarly situated employees

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

KYLI BROWN, individually and on behalf of
all other similarly situated employees,

Plaintiff,

vs.

WINDWALKER SECURITY PATROL,
INC., a California Corporation; RICHARD
VALLADAO EDWARDS, an individual;
BLANCA BERENICE EDWARDS,
individually and doing business as
ASSERTIVE PROTECTIVE SERVICE; and
DOES 2 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0010634

CLASS ACTION

**SECOND AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Failure to Accommodate in Violation of FEHA
10. Discrimination in Violation of FEHA
11. Retaliation
12. Interference in Violation of CFRA
13. Wrongful Termination in Violation of Public Policy
14. Private Attorneys General Act

DEMAND FOR JURY TRIAL

Plaintiff KYLI BROWN ("Plaintiff"), on behalf of herself and all other similarly situated employees, hereby files this Second Amended Complaint against Defendants WINDWALKER

1 SECURITY PATROL, INC., a California Corporation, RICHARD VALLADAO EDWARDS, an
2 individual, BLANCA BERENICE EDWARDS, individually and doing business as ASSERTIVE
3 PROTECTIVE SERVICE, and DOES 2-100, inclusive (hereinafter all collectively referred to as
4 "Defendants"). On information and belief, Plaintiff allege the following:

5 INTRODUCTION

6 1. This is a class action and a Private Attorneys General Act ("PAGA") lawsuit brought by
7 Plaintiff for overtime wages, minimum wages, meal and rest period violations, wage statement
8 violations, waiting time penalties, failure to reimburse expenses, and unfair competition. Plaintiff is also
9 brings individual claims for failure to accommodate and discrimination in violation of Fair Employment
10 and Housing Act, Government Code section 12900 *et seq.* ("FEHA"), retaliation, and interference in
11 violation of the California Family Rights Act ("CFRA"), and wrongful termination in violation of public
12 policy.

13 JURISDICTION AND VENUE

14 2. The San Joaquin County Superior Court has jurisdiction in this matter pursuant to
15 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
16 Labor Code, California Business and Professions Code, Wage Order No. 4, and the California
17 Government Code.

18 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
19 Defendants reside in San Joaquin County. In addition, some of the wrongful acts and violations of law
20 asserted herein occurred within San Joaquin County, and Defendants' obligation to pay wages arose in
21 San Joaquin County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
22 (1984).

23 4. For all causes of action falling within the FEHA Plaintiff has exhausted administrative
24 remedies by filing a claim with the Civil Rights Department (previously known as Department of Fair
25 Employment and Housing) against Defendants concerning all claims asserted against Defendants herein.
26 Plaintiff received notice of the right to sue Defendants from the Department and is filing this lawsuit
27 within one (1) year of receiving the right to sue notice.
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5. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself and other similarly situated employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on approximately October 6, 2023. Plaintiff provided facts and legal bases for her claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00 filing fee. The October 6, 2023, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of herself and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees include, but are not limited to, the following: all non-exempt employees who worked, or continue to work, for Defendants in California at any time between October 6, 2022, to the present.

PARTIES

6. KYLI BROWN is an individual over the age of eighteen (18) and is a resident of the State of California.

7. On information and belief, Plaintiff alleges, WINDWALKER SECURITY PATROL, INC., is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

8. On information and belief, Plaintiff alleges, RICHARD VALLADAO EDWARDS, is now and/or at all times mentioned in this Complaint was an individual and the owner and operator of an industry, business and/or facility doing business in the State of California. On information and belief, Plaintiff alleges that RICHARD VALLADAO EDWARDS is an owner, director, officer, and/or managing agent of WINDWALKER SECURITY PATROL, INC., and a managing agent of ASSERTIVE PROTECTIVE SERVICE responsible for causing the violations outlined in the first through seventh causes of action. As such RICHARD VALLADAO EDWARDS is individually

liable pursuant to California Labor Code section 558.1. Pursuant to California Labor Code section 558.1, WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS individually and doing business as ASSERTIVE PROTECTIVE SERVICE, and RICHARD VALLADAO EDWARDS are jointly and severally liable for each cause of action asserted herein. On information and belief, Plaintiff alleges that RICHARD VALLADAO EDWARDS trained subordinate staff to implement and carry out the policies and practices identified herein. As a result, whether directly or indirectly, RICHARD VALLADAO EDWARDS caused the violations identified herein. RICHARD VALLADAO EDWARDS was responsible for the violations stated herein as he was in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead.

9. On information and belief Plaintiff alleges BLANCA BERENICE EDWARDS is now and/or at all times mentioned in this Complaint was an individual and doing business as ASSERTIVE PROTECTIVE SERVICE in the State of California. On information and belief, Plaintiff alleges, BLANCA BERENICE EDWARDS, is an individual over the age of eighteen (18) and is a resident of the State of California. On information and belief, Plaintiff alleges that BLANCA BERENICE EDWARDS is an owner, director, officer, and/or managing agent of WINDWALKER SECURITY PATROL, INC., and doing business as ASSERTIVE PROTECTIVE SERVICE responsible for causing the violations outlined in the first through seventh causes of action. As such BLANCA BERENICE EDWARDS is individually liable pursuant to California Labor Code section 558.1. Pursuant California Labor Code section 558.1, WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS doing business as ASSERTIVE PROTECTIVE SERVICE and RICHARD VALLADAO EDWARDS are jointly and severally liable for each cause of action asserted herein. On information and belief, Plaintiff alleges that BLANCA BERENICE EDWARDS trained subordinate staff to implement and carry out the policies and practices identified herein. As a result, whether directly or indirectly, BLANCA BERENICE EDWARDS caused the violations identified herein. BLANCA BERENICE EDWARDS was responsible for the violations stated herein as he was in a position of authority with the power and

responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead.

10. Defendants DOES 2 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

11. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

13. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

14. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

15. Plaintiff brings the First through Eighth Causes of Action on behalf of herself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All non-exempt employees who worked, or continue to work, for Defendants in California at any time between October 6, 2019, to the present.

16. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class

members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as seventy-eight (78) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants maintained accurate payroll records;
- (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative class members were not paid all overtime wages owed;
- (3) Whether as a result of Defendants' policies and practices, Plaintiff and putative class members were not paid all wages owed;
- (4) Whether as a result of Defendants' policies and practices, Plaintiff and putative class members were not reimbursed for using personal cell phones for work purposes;
- (5) Whether Defendants failed to pay meal and rest period premiums for meal and rest period violations;
- (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative class members received all wages, due and owing, at the time of their termination or separation; and
- (7) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were not paid all

1 minimum wages owed, overtime wages owed, meal and rest period premiums, as a result
2 of Defendants' policies and practices resulting in inaccurate wage statements that did not
3 itemize the accurate minimum wages owed, overtime wages owed, meal and rest period
4 premiums, and sick leave accrued time/wages. Additionally, Defendants issued Plaintiff
5 and all members of the putative class wage statements that did not comply with Labor
6 Code section 226. As a result, Plaintiff and each member of the putative class will have
7 suffered the same type of harm and seek the same type of recovery based on the same
8 legal theories.

9 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
10 putative class. For all relevant times, Plaintiff resided in California and worked for
11 Defendants in California. Moreover, Plaintiff is an adequate representatives of the
12 putative class as Plaintiff has no interests that are adverse to those of putative class
13 members. Additionally, Plaintiff has retained counsel who has substantial experience in
14 complex civil litigation and wage and hour matters.

15 (e) Superiority: A class action is superior to other available means for the fair and efficient
16 adjudication of the controversy since individual joinder of all members of the putative
17 class is impracticable. Class action treatment will permit a larger number of similarly
18 situated persons to prosecute their common claims in a single forum simultaneously,
19 efficiently, and without the unnecessary duplication of effort and expense that numerous
20 individual actions would engender. Further, as damages suffered by each individual
21 member of the class may be relatively small, the expenses and burden of the individual
22 litigation would make it difficult or impossible for individual members of the class to
23 redress the wrongs done to them, and an important public interest will be served by
24 addressing the matter as a class action. The cost to the court system of adjudication of
25 such individualized litigation would be substantial. Individualized litigation would also
26 present the potential for inconsistent or contradictory judgments.

27 17. Plaintiff is unaware of any difficulties that are likely to be encountered in the
28 management of this action that would preclude its maintenance as a class action.

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22. Defendants further did not authorize and permit Plaintiff and similarly situated employees to take uninterrupted meal and rest periods. Defendants always required that Plaintiff and similarly situated employees take on duty meal and rest periods and to remain at their desk or station at all times. Plaintiff and similarly situated employees were not allowed to leave the work site during meal and rest periods and had to eat while they were working. Many times, RICHARD VALLADAO EDWARDS would ask Plaintiff and similarly situated employees to do certain tasks during their rest periods. Sometimes, RICHARD VALLADAO EDWARDS would tell similarly situated employees to take two five (5) minute breaks instead of the required ten (10) minute break. Furthermore, Defendants' written meal period policy was defective. The meal period policy states that an employee can take an on-duty meal period except when the employee's shift is not more than six (6) hours. The meal period policy does not advise employees that they are entitled to a second meal period if their shift is ten (10) hours or longer. Additionally, Defendants' written rest period policy is also defective because it states that if an employee works more than three- and one-half hours, the employee is entitled to a ten (10) minute break for every four (4) hours worked. The written rest policy does not state that employees are entitled to a ten (10) minute break if they work four (4) hours or a fraction of thereof. The rest period policy is confusing and confused employees as to when they were entitled to take the rest break. Defendants failed to pay Plaintiff and similarly situated employees meal and rest period premiums owed for non-compliant meal and rest periods.

23. Defendants also did not have a policy to reimburse Plaintiff and similarly situated employees for use of their personal cell phones for work purposes. Plaintiff and similarly situated employees used their personal cell phones to communicate with managers, supervisors, and other similarly situated employees regarding work issues. Similarly situated employees who were security guards used their cell phones to call and text the main office during their shift. They would text when they would start and finish the shift. Additionally, security guards would call 911 with their personal cell phones. Defendants did not reimburse Plaintiff and similarly situated employees for using their cell phone for work purposes.

24. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all overtime wages, minimum wages, and meal and rest period premiums owed, the wage statements

1 Defendants issued were defective. Specifically, Defendants did not accurately list total hours worked,
2 wages due, total missed meal and rest period premiums earned, accurate accrued sick hours, and the
3 corresponding rates of pay. Moreover, Defendants failed to provide Plaintiff and similarly situated
4 employees with the accurate accrual sick hours since accrual of sick hours is based on the number of
5 hours worked.

6 25. As a further result of Defendants' failure to pay Plaintiff and similarly situated employees
7 for all regular and overtime hours worked, failure to pay meal and rest period premiums, Defendants
8 failed to provide all final wages owed to Plaintiff and similarly situated employees within twenty-four
9 (24) hours of their termination or seventy-two (72) hours of their resignation.

10 26. Prior to taking medical/baby bonding leave, Plaintiff notified Defendants that she was
11 expecting a child in or around February 2023. Initially, Plaintiff informed Defendants that she planned
12 to come back on or about April 30, 2023. By January 2023, Plaintiff worked more than 1,250 hours for
13 Defendants, who employed more than 50 individuals at the time Plaintiff's made the requests for
14 medical disability and baby bonding leave outlined herein. Plaintiff was eligible to take up to eight (8)
15 weeks of disability and 12 weeks of leave under the CFRA at the end of her medical disability leave.
16 Plaintiff was expecting to have a baby on or around February 9, 2023. Plaintiff's physician placed
17 Plaintiff on leave due to medical reasons related to her pregnancy on or about January 4, 2023. Plaintiff
18 informed Defendants of the leave date and her expected delivery date. Plaintiff informed RICHARD
19 VALLADAO EDWARDS that she needed to take her time off prior to having the baby. Defendants
20 were aware of Plaintiff's medical leave and completed Plaintiff's medical leave disability form which
21 reported that Plaintiff's last day of work was January 3, 2023. However, Defendants required Plaintiff
22 to work during Plaintiff's medical leave because they did not have a replacement. As a result, Plaintiff
23 continued to work for Defendants until January 30, 2023.

24 27. January 30, 2023, was Plaintiff's last day of work. Plaintiff had to work that day because
25 there had been issues with the schedule and Defendants asked Plaintiff to fix the problem. Moreover, on
26 February 1, 2023, BLANCA BERENICE EDWARDS asked Plaintiff for help twice during that day. She
27 asked Plaintiff to call her and help her with issues at the office. However, Plaintiff had an emergency c-
28 section on February 2, 2023.

1 28. Even though Plaintiff was just one day removed from her c-section surgery, Defendants
2 contacted Plaintiff on February 3, 2023, to ask for help with the schedule. Plaintiff had to contact
3 BLANCA BERENICE EDWARDS via Facetime to walk her through how to open and restart the
4 schedule. This took approximately five (5) to fifteen (15) minutes.

5 29. On February 6, 2023, BLANCA BERENICE EDWARDS texted Plaintiff to ask her how
6 to activate an employee. Plaintiff called her and walked her through the steps to activate an employee.
7 Plaintiff spent approximately ten (10) to fifteen (15) minutes performing this task.

8 30. Again, on February 21, 2023, RICHARD VALLADAO EDWARDS contacted Plaintiff
9 via text to ask where health insurance folders were kept. During this day, BLANCA BERENICE
10 EDWARDS communicated with Plaintiff via text and telephone calls.

11 31. On March 6, 2023, BLANCA BERENICE EDWARDS texted Plaintiff in a group chat
12 when her return date is. On March 10, 2023, BLANCA BERENICE EDWARDS again texted Plaintiff
13 to ask her for the username and password for the WSP. Plaintiff forwarded the requested information.
14 On March 22, 2023, BLANCA BERENICE EDWARDS texted Plaintiff that BLANCA BERENICE
15 EDWARDS has commitments and that Defendants decided to hire someone to replace BLANCA
16 BERENICE EDWARDS at the office so that when Plaintiff comes back the new hire will be part of the
17 team. On April 1, 2023, BLANCA BERENICE EDWARDS texted Plaintiff and stated that Plaintiff has
18 not communicated well with them. On April 7, 2023, BLANCA BERENICE EDWARDS wanted to
19 know Plaintiff's new return date to work because she thought that Plaintiff was going to return to work
20 the first week of April 2023. Again, on April 10, 2023, BLANCA BERENICE EDWARDS texted
21 Plaintiff and stated that Kim Livingston informed them that Plaintiff was dealing with a medical issue.
22 Defendants asked Plaintiff to provide medical note. Defendants asked again regarding Plaintiff's new
23 return date. Plaintiff responded on the same day to Defendants and informed them that she anticipated to
24 return to work on May 1, 2023. Plaintiff later informed Defendants that her updated return date would
25 be July 2, 2023.

26 32. Upon her return to work, Plaintiff informed Defendants of her need to of
27 accommodations to breastfeed her son, including that these accommodations were advised by one of her
28 health care providers. The requested accommodations included using a wearable breast pump, which

1 would be entirely concealed from view and private, and the ability to breastfeed her son in the company
2 parking lot during her breaks. On July 3, 2023, BLANCA BERENICE EDWARDS asked Plaintiff how
3 often she had to pump throughout the day. Plaintiff informed her that she had to pump every two to
4 three hours. BLANCA BERENICE EDWARDS stated that pumping so often is inconvenient.

5 33. Plaintiff asked BLANCA BERENICE EDWARDS if she was able to go in her car to feed
6 her baby because her friend had agreed to help her and to bring her baby to Defendants' parking lot so
7 that the baby would be able to eat since he was tongue-tied and was not drinking from the bottle.
8 BLANCA BERENICE EDWARDS said no and informed Plaintiff that she can pump at the designated
9 room in the office even though it took Plaintiff fifteen (15) to twenty (20) minutes to pump versus ten
10 (10) minutes to breastfeed her baby. Defendants regularly permitted children to be present at the office
11 and permitted many employees to babysit their children before and throughout the time that Plaintiff
12 was employed by Defendants. In fact, Defendants allowed Plaintiff to care for and look after her older
13 son for five years while she worked there. Other employees cared for their children and grandchildren
14 and brought them to work daily. Defendants even had a "kiddie pool" at the property for the children
15 that were brought to work. BLANCA BERENICE EDWARDS and RICHARD VALLADAO
16 EDWARDS brought their own three children to work. Another employee's grandson was dropped off
17 by the school bus at the office every day and stayed there until the employee finished work.
18 Additionally, Defendants communicated to Plaintiff prior to delivering her child that they would allow
19 her to care for the infant for the first year if she completed her work. Thus, Defendants permitted
20 children in the workplace and allowed employees to provide on-site care for children. The workspace was
21 open to all the employees' children.

22 34. Similarly, there were no restrictions or prohibitions limiting the general public, let alone
23 Plaintiff and her child, from being present in the parking lot outside of Defendants' business. The gate
24 that provides access to the parking lot is open during the day and there is no required security check for
25 individuals to enter.

26 35. During that same week, RICHARD VALLADAO EDWARDS was talking about another
27 employee who was on maternity leave and said that that employee would come back to work right away
28 and that she would not "milk her maternity leave like some people", referring to Plaintiff. RICHARD

1 VALLADAO EDWARDS' inappropriate comments made Plaintiff feel very uncomfortable and
2 discriminated against for taking her maternity leave and baby bonding.

3 36. During this time, Plaintiff's milk supply decreased. Plaintiff's lactation consultant
4 explained to Plaintiff that she was too stressed, and that Plaintiff needed to pump more often, every hour
5 to help increase her milk supply. As a result, Plaintiff purchased a wearable pump that she could place
6 under her shirt and pump while working. This way, Plaintiff was able to pump more often and produce
7 more milk. However, BLANCA BERENICE EDWARDS told Plaintiff to stop using the wearable pump
8 because BLANCA BERENICE EDWARDS felt it was inappropriate even though it was entirely
9 concealed from view. BLANCA BERENICE EDWARDS refused to accommodate Plaintiff and
10 ordered her to only pump in the supply room that she had designated as a lactation room for Plaintiff.
11 However, all the employees at the office had the code for the supply room. BLANCA BERENICE
12 EDWARDS wrote Plaintiff up for using the wearable pump. She wrote a letter stating that Plaintiff was
13 not supposed to use the wearable pump and pump at her desk while working but could only pump in the
14 designated lactation room despite the restriction making it so Plaintiff would have to pump less often
15 and decrease her milk supply. The method of pumping Plaintiff had to use in the supply room was less
16 efficient, took longer, and stopped Plaintiff from working efficiently since she could sit at her desk
17 working while pumping. It also resulted in longer periods of time pumping which meant that Plaintiff
18 would be more pressed for time and pressured to do her work in a shorter period of time, which
19 increased her stress and negatively affected her milk supply. Plaintiff felt that she would have been able
20 to pump more milk, more often using the wearable pump. Additionally, the wearable pump was less
21 painful to use, more comfortable and did not force Plaintiff to be isolated in one room without access to
22 her desk and computer.

23 37. Furthermore, Plaintiff started suffering from clogged ducts from not pumping as often as
24 needed. Consequently, Plaintiff had to use ice packs to relieve the pain. However, the first time that
25 BLANCA BERENICE EDWARDS saw Plaintiff wearing an ice pack, she stated that "I am not even a
26 man and my eyes are clearly drawn to your chest." BLANCA BERENICE EDWARDS asked Plaintiff
27 to wear higher neck shirts to cover up. However, Plaintiff was wearing a V-neck shirt and not an open
28 top shirt. Both the wearable pump and the ice packs were placed under her shirt.

1 38. Consequently, Plaintiff felt that Defendants were retaliating against her for taking
2 maternity leave and for pumping milk while working at the office. Plaintiff was very stressed and
3 worried because she felt torn between taking care of her newborn while also trying not to get fired from
4 her job. Plaintiff became very anxious and stressed between taking care of her baby and trying not to
5 lose her job.

6 39. On August 11, 2023, Plaintiff left work in tears after RICHARD VALLADAO
7 EDWARDS continually cursed and berated her. Plaintiff contacted her physician on the same day and
8 Plaintiff's physician placed her out of work up to August 15, 2023. Plaintiff sent her doctor's note to
9 Defendants. Defendants provided Plaintiff with a check on August 18, 2023, and, on August 23, 2023,
10 Plaintiff received notice that Defendants had terminated her medical health insurance. Thus, Defendants
11 had terminated Plaintiff while Plaintiff was looking for treatment.

12 40. Plaintiff is informed and believes that RICHARD VALLADAO EDWARDS was a
13 managing agent for ASSERTIVE PROTECTIVE SERVICE. RICHARD VALLADAO EDWARDS
14 was responsible for creating, and electing to implement WINDWALKER SECURITY PATROL,
15 INC.'s, payroll and compensation policies and practices or that RICHARD VALLADAO EDWARDS
16 was aware of such policies and practices and ratified them. RICHARD VALLADAO EDWARDS was
17 responsible for creating, and electing to implement ASSERTIVE PROTECTIVE SERVICE's, payroll
18 and compensation policies and practices or that RICHARD VALLADAO EDWARDS was aware of
19 such policies and practices and ratified them. Plaintiff is informed and believes that BLANCA
20 BERENICE EDWARDS was an officer of WINDWALKER SECURITY PATROL, INC., during the
21 time that Plaintiff worked for Defendants. Plaintiff is informed and believes that BLANCA BERENICE
22 EDWARDS was doing business as ASSERTIVE PROTECTIVE SERVICE during the time period that
23 Plaintiff worked for Defendants. BLANCA BERENICE EDWARDS was responsible for creating and
24 electing to implement WINDWALKER SECURITY PATROL, INC.'s payroll and compensation
25 policies and practices or that BLANCA BERENICE EDWARDS was aware of such policies and
26 practices and ratified them. BLANCA BERENICE EDWARDS was responsible for creating and
27 electing to implement ASSERTIVE PROTECTIVE SERVICE's, payroll and compensation policies and
28

1 practices or that BLANCA BERENICE EDWARDS was aware of such policies and practices and
2 ratified them.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**
5 **FAILURE TO PAY OVERTIME WAGES**
6 **(As to all Defendants)**

7 41. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 40 as though fully
8 set forth herein.

9 42. During the period Plaintiff was employed by Defendants, Defendants were required to
10 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
11 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
12 hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 4, section (3)(A);
13 Cal. Lab. Code §§ 510, 1194.

14 43. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
15 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
16 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
17 worked at their regular rate of pay.

18 44. Plaintiff and similarly situated employees were not exempt from overtime protections
19 employees under the California Wage Orders and Labor Code.

20 45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
21 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
22 the extent pertinent as if set forth here in full.

23 **SECOND CAUSE OF ACTION**
24 **FAILURE TO PAY MINIMUM WAGES**
25 **(As to all Defendants)**

26 46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully
27 set forth herein.

28 47. For the period preceding the filing of this Complaint, Defendants were required to
compensate Plaintiff and similarly situated employees with at least California's applicable minimum for

every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code § 1194.

48. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

52. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

53. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

54. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the

1 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
2 rights to all meal periods throughout their employment.

3 55. Defendants further failed to pay Plaintiff and similarly situated employees the
4 applicable meal period premiums for any such missed meal breaks.

5 56. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
6 employees have been damaged as stated in the section below entitled "DAMAGES," which is
7 incorporated here to the extent pertinent as if set forth here in full.

8 **FOURTH CAUSE OF ACTION**
9 **REST PERIOD VIOLATIONS**
(As to all Defendants)

10 57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully
11 set forth herein.

12 58. An employer must provide an employee a rest period in accordance with the
13 applicable Wage Order and California Labor Code section 226.7.

14 59. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an
15 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
16 four (4) hours or a major fraction thereof.

17 60. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
18 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
19 they worked more than four (4) hours or a major fraction thereof.

20 61. Defendants further failed to pay Plaintiff and similarly situated employees the
21 applicable rest period premiums for any such missed rest periods.

22 62. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
23 employees have been damaged as stated in the section below entitled "DAMAGES," which is
24 incorporated here to the extent pertinent as if set forth here in full.

25 **FIFTH CAUSE OF ACTION**
26 **WAGE STATEMENT VIOLATIONS**
(As to all Defendants)

27 63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully
28 set forth herein.

1 64. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
2 statement to an employee, semimonthly or at the time of each payment of wages, showing:

3 *(1) gross wages earned, (2) total hours worked by the employee, except for*
4 *any employee whose compensation is solely based on a salary and who is*
5 *exempt from payment of overtime under subdivision (a) of Section 515 or*
6 *any applicable order of the Industrial Welfare Commission, (3) the*
7 *number of piece-rate units earned and any applicable piece rate if the*
8 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
9 *all deductions made on written orders of the employee may be aggregated*
10 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*
11 *period for which the employee is paid, (7) the name of the employee and*
12 *the last four digits of his or her social security number or an employee*
13 *identification number other than a social security number, (8) the name*
14 *and address of the legal entity that is the employer and, if the employer is*
15 *a farm labor contractor, as defined in subdivision (b) of Section 1682, the*
16 *name and address of the legal entity that secured the services of the*
17 *employer, and (9) all applicable hourly rates in effect during the pay*
18 *period and the corresponding number of hours worked at each hourly rate*
19 *by the employee. The deductions made from payment of wages shall be*
20 *recorded in ink or other indelible form, properly dated, showing the*
21 *month, day, and year, and a copy of the statement and the record of the*
22 *deductions shall be kept on file by the employer for at least three years at*
23 *the place of employment or at a central location within the State of*
24 *California.*

25 65. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
26 itemized statement or failed to provide an accurate and complete itemized statement showing the
27 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
28 accurately itemize all regular hours worked, overtime and double time hours worked and
corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately
itemize Plaintiff's and similarly situated employees' total hours worked due to Defendants' not
counting off-the-clock hours, as well as time spent responding to calls and texts after or before the
shift, and nonpayment of meal and rest period premiums. Plaintiff and similarly situated employees
were not able to promptly and easily determine their total hours worked from their paystubs alone.
Additionally, Plaintiff and similarly situated employees suffered confusion over whether they
received all wages owed and were prevented from effectively challenging information on their wage
statements.

66. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

67. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 66 as though fully set forth herein.

68. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

69. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

70. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

71. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

72. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees used their cell phones for work purposes because Defendants called and texted Plaintiff after or before her shifts and Plaintiff responded to such calls at all times. Additionally, Defendants knew that similarly situated employees used their cell phones because they had to text or call Defendants when they began their shift and when they finished their shift. Moreover, Defendants knew that Plaintiff worked off the clock because Plaintiff would respond to Defendants calls after working hours. Defendants also knew that Plaintiff and similarly situated employees worked over eight (8) hours per day and were not allowed to leave their desk or workstation because Mr. Edwards had informed all similarly situated employees of Defendants' requirement of having all similarly situated employees remain at their station during meal and rest periods. As a result, Defendants knew

1 that they owed Plaintiff and similarly situated employees meal and rest period premiums. Such conduct
2 shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants
3 still refused to pay the remaining wages owed.

4 73. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
5 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
6 thirty (30) days for Defendants' failure to pay all wages due.

7 **SEVENTH CAUSE OF ACTION**
8 **FAILURE TO REIMBURSE EXPENSES**
9 **(As to all Defendants)**

10 74. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 73 as though fully
11 set forth herein.

12 75. California Labor Code section 2802(a) states that "An employer shall indemnify his or
13 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
14 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
15 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
16 unlawful."

17 76. Defendants required Plaintiff and similarly situated employees to use their cell phones for
18 work purposes to communicate with Defendants, managements, and/or supervisors regarding work
19 issues and scheduling, but failed to reimburse them for such use. Plaintiff and similarly situated
20 employees used their personal cell phones to communicate with managers, supervisors, and other
21 similarly situated employees regarding work issues. Similarly situated employees who were security
22 guards used their cell phones to call and text the main office during their shift as well as to call 911 if
23 there were any security emergencies.

24 77. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
25 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
26 the extent pertinent as if set forth here in full.
27
28

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION

(As to WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS
individually and doing business as ASSERTIVE PROTECTIVE SERVICE and DOES 2 to 100)

78. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 77 as though fully set forth herein.

79. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

80. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

81. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

82. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 245 *et seq.*, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
FAILURE TO ACCOMMODATE IN VIOLATION OF FEHA

(As to WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS
individually and doing business as ASSERTIVE PROTECTIVE SERVICE and DOES 2 to 100)

83. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 82 as though fully set forth herein.

1 84. Plaintiff is, and was, at all times material herein, employed by Defendants and protected
2 by the FEHA as established in Government Code sections 12940 *et. seq.*

3 85. Defendants are a covered “employer” under government Code section 12926(d).

4 86. Plaintiff is and was, at all times material herein, a qualified individual with a disability
5 and with a record of disability under the FEHA who, with reasonable accommodation, could perform the
6 essential functions of her position with Defendants without undue hardship to Defendants and without
7 endangering the health or safety of herself or others. Plaintiff was limited in performing major life
8 activities including working and breastfeeding as a result of her medical conditions arising from
9 childbirth and breastfeeding.

10 87. However, Defendants failed to accommodate Plaintiff’s actual and perceived disability
11 and her request for accommodation based on her disability. On the advice of her health care provider,
12 Plaintiff sought to wear a concealable and wearable breast pump that would allow her to express milk
13 more often to alleviate clogged ducts and a decreasing milk supply. Plaintiff also sought to feed her
14 child in a public parking lot during her breaks to serve this same purpose. Defendants did not
15 accommodate these requests, instead Defendants chose to implement an alternative that did not allow
16 Plaintiff to express milk as often or effectively as needed, causing the pain, stress, and discomfort
17 associated with and exacerbating her conditions to remain. Defendant did not make a good faith effort
18 to engage in an interactive process to identify and make a reasonable accommodation for Plaintiff’s
19 disability.

20 88. As a direct and proximate result of the willful, knowing, and intentional discrimination
21 against Plaintiff, and the failure to act by Defendants, Plaintiff has suffered mental distress, anguish, and
22 indignation. Plaintiff suffered damages legally caused by the Defendants’ acts as stated in the section
23 below entitled “DAMAGES,” which is incorporated herein to the extent pertinent as if set forth here in
24 full.

25 89. Defendants’ acts, alleged herein, including terminating her instead of accommodating her
26 disability, are malicious, oppressive, despicable, and in conscious disregard of Plaintiff’s rights. As
27 such, punitive damages are warranted against Defendants in order to punish and make an example of
28 their actions.

90. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 89 as though fully set forth herein.

92. Plaintiff needed to pump milk to maintain the requisite supply to feed her baby and needed to use a wearable pump in order to pump more often to increase her milk production. Defendants discriminated against Plaintiff when they retaliated against her and failed to accommodate her by refusing her requests to breastfeed her baby in the parking lot during pumping breaks and further did not allow Plaintiff to use her wearable breast-feeding pump which she wore under her shirt. Defendants discriminated against Plaintiff by writing her up for using the wearable pump, and by not allowing Plaintiff to wear an ice pack under her shirt when her ducts were clogged. Defendants' discriminatory behavior caused great pain, hardship, and mental stress for Plaintiff, whose baby was tongue-tied and only able to breast feed. Plaintiff's baby at the time was not able to drink milk from a bottle because of his medical condition.

94. Defendants' acts, alleged herein, including terminating her instead of accommodating her disability, are malicious, oppressive, despicable, and in conscious disregard of Plaintiff's rights. As

1 such, punitive damages are warranted against Defendants in order to punish and make an example of
2 their actions.

3 **ELEVENTH CAUSE OF ACTION**
4 **RETALIATION**

5 **(As to WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS**
6 **individually and doing business as ASSERTIVE PROTECTIVE SERVICE and DOES 2 to 100)**

7 95. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 94 as though fully
8 set forth herein.

9 96. Defendants are “employers” in the State of California, as defined in the Cal. Gov’t Code
10 § 12926(d). Plaintiff was an “employee” as defined by the FEHA. *See* Cal. Gov’t Code § 12926(c).
11 Under the FEHA, it is unlawful to discriminate against a person based on sex. Cal. Gov’t Code §
12 12926(o). “Sex” also includes but is not limited to “pregnancy or medical condition related to
13 pregnancy”, “childbirth or medical condition related to childbirth”, and “breastfeeding or medical
14 condition related to breastfeeding.” Cal. Gov’t Code § 12926 subd. (r)(1)(A)(B)(C). Employees cannot
15 be retaliated against for requesting an accommodation. *See* Cal. Gov’t Code § 12940(m)(2).

16 97. Plaintiff needed to pump milk to maintain the requisite supply to feed her baby and
17 needed to use a wearable pump in order to pump more often to increase her milk production.
18 Defendants retaliated against Plaintiff by writing her up for using the wearable pump, seeking to use her
19 breaks to breast feed her child in a public parking lot, and by not allowing Plaintiff to wear an ice pack
20 under her shirt when her ducts were clogged. Defendants’ retaliatory behavior caused great pain,
21 hardship, and mental stress for Plaintiff, whose baby was tongue-tied and only able to breast feed.
22 Plaintiff’s baby at the time was not able to drink milk from a bottle because of his medical condition.

23 98. As a direct and proximate result of the willful, knowing, and intentional discrimination
24 against Plaintiff, and the failure to act by Defendants, Plaintiff has suffered mental distress, anguish, and
25 indignation. Plaintiff suffered damages legally caused by the Defendants’ acts as stated in the section
26 below entitled “DAMAGES,” which is incorporated herein to the extent pertinent as if set forth here in
27 full.

28 99. Defendants’ acts, alleged herein, including terminating her instead of accommodating her
disability, are malicious, oppressive, despicable, and in conscious disregard of Plaintiff’s rights. As

1 such, punitive damages are warranted against Defendants in order to punish and make an example of
2 their actions.

3 **TWELFTH CAUSE OF ACTION**
4 **INTERFERENCE IN VIOLATION OF CFRA**
5 **(As to WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS**
6 **individually and doing business as ASSERTIVE PROTECTIVE SERVICE and DOES 2 to 100)**

7 100. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 99 as though fully
8 set forth herein.

9 101. Defendants are “employers” in the State of California, as defined in the CFRA. Cal.
10 Gov’t Code § 12945.2(b)(3). Plaintiff was an “employee” as defined by the CFRA. *See* Cal. Gov’t
11 Code § 12945.2(a). Under CFRA, an employee is entitled to leave for family care and medical leave for
12 a period of up to twelve (12) weeks in any 12-month period, which includes leave for the birth of a
13 child. *See* Cal. Gov’t. Code § 12945.2(a), (b)(4).

14 102. Employers have a duty to notify the employee of their eligibility for CFRA leave. An
15 employer is prohibited from interfering with, restraining, or denying the exercise of, or the attempt to
16 exercise, any right provided under the CFRA. *See* Cal. Gov’t Code § 12945.2(q). An employer may be
17 equitably estopped to plead the defense of ineligibility if (1) the employer misled an employee
18 concerning the employee’s entitled to leave, by either affirmative misrepresentation or silence (2) the
19 employee reasonably relied on the employer’s misrepresentation or silence and (3) the employee
20 suffered harm from the employer’s actions. *See Kosakow v. New Rochelle Radiology Associates, P.C.*
21 *274 F.3d 706, 725 (2d Cir. 2001); see also Olofsson v. Mission Linen Supply, 211 Cal.App.4th 1236,*
22 *1245-46 (2012).*

23 103. Plaintiff submitted approved medical/baby bonding leave paperwork to Defendants.
24 Plaintiff’s managers did not accommodate to the terms of Plaintiff’s leave and contacted Plaintiff
25 numerous times during her approved leave. Furthermore, Defendants required Plaintiff to return to work
26 before Plaintiff’s leave had been expunged. Defendants continued to text Plaintiff during her approved
27 leave to respond to different questions and to help with different office tasks, schedules, and
28 assignments. Plaintiff was even required to call on Facetime the day after her c-section operation to help
with scheduling and walk Defendants through how to open and restart the schedule.

1 104. Defendant's acts were wanton, willful, intentional, malicious and were a conscious and a
2 reckless disregard for the rights and sensibilities of Plaintiff and, therefore, warrant punitive damages.

3 105. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the
4 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
5 here in full.

6 **THIRTEENTH CAUSE OF ACTION**
7 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
8 **(As to WINDWALKER SECURITY PATROL, INC., BLANCA BERENICE EDWARDS**
9 **individually and doing business as ASSERTIVE PROTECTIVE SERVICE and DOES 2 to 100)**

10 106. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 105 as though
11 fully set forth herein.

12 107. A Wrongful Termination claim exists where the employer either intentionally created or
13 knowingly permitted working conditions that were so intolerable or aggravated at the time of the
14 employee's resignation that a reasonable employee would realize that a reasonable person in the
15 employee's position would be compelled to resign. *Turner v. Anheuser-Busch, Inc.*, 7 Cal.4th 1238,
16 1251 (1994). Wrongful Termination is a doctrine that transforms what is ostensibly a resignation into a
17 firing. *See id.*

18 108. Defendants' insistence and discriminatory practices that stopped Plaintiff from using a
19 wearable pump at her desk to pump milk for her infant, stopped Plaintiff from breastfeeding her baby
20 who was tongue-tied during her breaks in the parking lot, that did not allow Plaintiff to use ice packs
21 under her shirt at the office, stopped providing Microsoft word application to Plaintiff to allow her to
22 complete her daily tasks, along with the yelling, harassing and intimidating from Mr. Edwards, was
23 effectively a termination of Plaintiff. Plaintiff's request for mental help from her medical provider and
24 from the worker's compensation insurance provider, simply acknowledged the fear, harassment,
25 discrimination, and stress that Defendants had put Plaintiff through to make sure that Plaintiff resigned
26 from her job. Plaintiff felt that her termination was imminent if Plaintiff continued to work there and to
27 keep pumping milk for her baby. Plaintiff did not want to resign but felt forced to leave and ask for help
28 on August 11, 2023, because of the threats, harassment, intimidation and demands that Defendants
made.

1 109. Violation of the FEHA and/or CFRA can support a claim of wrongful termination in
2 violation of public policy. *See Faust v. California Portland Cement Co.*, 150 Cal.App.4th 864, 886
3 (2007).

4 110. Defendant's acts were wanton, willful, intentional, malicious and were a conscious and a
5 reckless disregard for the rights and sensibilities of Plaintiff and, therefore, warrant punitive damages.

6 111. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the
7 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth
8 here in full.

9 **FOURTEENTH CAUSE OF ACTION**
10 **PRIVATE ATTORNEYS GENERAL ACT**
(As to all Defendants)

11 112. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 111 as though
12 fully set forth herein.

13 113. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
14 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
15 current and former employees:

- 16 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime
17 Wages)
- 18 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay
19 Minimum Wages)
- 20 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B)
21 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 22 • Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest
23 Periods or Pay Premiums in Lieu Thereof)
- 24 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 25 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 26 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 27 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
28 Work in Any Industrial Welfare Commission Order)

- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

114. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

115. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

116. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

1 5. As to the Fourth Cause of Action:

- 2 a. Wages in an amount to be proven at trial;
- 3 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 4 section 1021.5;

5 6. As to the Fifth Cause of Action:

- 6 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 7 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 8 violation occurred and one hundred dollars (\$100.00) per employee for each
- 9 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 10 (\$4,000.00);
- 11 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 12 226(e);

13 7. As to the Sixth Cause of Action:

- 14 a. The daily rate of pay multiplied by thirty (30) days for each formerly employed
- 15 putative class member for Defendants' failure to pay all wages due;
- 16 b. For any initial violations, \$100 for each failure to pay each employee;
- 17 c. For each subsequent violation or any willful or intentional violations \$200 for
- 18 each failure to pay each employee, plus 25 percent of the amount unlawfully
- 19 withheld;

20 8. As to the Seventh Cause of Action:

- 21 a. An amount to be proven at trial;
- 22 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

23 9. As to the Eighth Cause of Action:

- 24 a. Unpaid wages as proven at trial;

25 10. As to the Ninth, Tenth, and Twelfth Causes of Action:

- 26 a. For compensatory damages, including lost and future wages, earnings, and
- 27 benefits, and all other sums of money, together with interest thereon, according to
- 28 proof at trial;

- 1 b. For a money judgment for mental pain and anguish and emotional distress
2 according to proof;
- 3 c. For punitive damages;
- 4 d. For reasonable attorneys' fees and costs pursuant to the FEHA.
- 5 11. As to the Eleventh and Thirteenth Causes of Action:
- 6 a. For compensatory damages, including lost wages, earnings, retirement benefits
7 and other employee benefits, and all other sums of money, together with interest
8 on these amounts, according to proof;
- 9 b. For a money judgment for mental pain and anguish and emotional distress,
10 according to proof;
- 11 c. For an award of punitive damages, according to proof;
- 12 d. For reasonable attorneys fees and costs as provided for by law
- 13 12. As to the Fourteenth Cause of Action:
- 14 b. For civil penalties as provided in the Labor Code for each enumerated
15 violation;
- 16 c. For those Labor Code sections where there is no civil penalty provided for their
17 violation, the default penalty provided in Labor Code section 2699(f): for any
18 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
19 period; For any subsequent violation, two hundred dollars (\$200) for each
20 aggrieved employee per pay period;
- 21 d. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 22 e. For any other remedies as allowed by law and/or deemed appropriate by the
23 Court;
- 24 13. For such other and further relief as this Court may deem just and proper,
25 including, but not limited to:
- 26 a. Wages as proved at trial;
- 27 b. Injunctive and Declaratory relief;
- 28 c. Attorney's fees and costs as provided for by law; and

d. Interest.

Dated: May 8, 2024

Shimoda & Rodriguez Law, PC

By: _____


Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

1 *Brown v. Windwalker Security Patrol, Inc., et al.*
2 *San Joaquin County Superior Court of California STK-CV-UOE-2023-0010634*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On May 8, 2024, I served the following documents on the party below:

9 • **SECOND AMENDED COMPLAINT FOR DAMAGES**

10 NUEMILLER & BEARDSLEE 11 Lisa Blanco Jimenez (SBN 234671) 12 3121 W. March Lane, Suite 100 13 Stockton, CA 95219 14 Stockton, California 95201 15 Telephone: (209) 948-8200 16 Facsimile: (209) 948-4910 17 Email: ljimenez@neumiller.com mtong@neumiller.com dsupnet@neumiller.com jteczon@neumiller.com	
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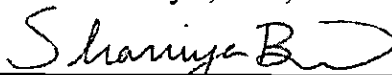
17 [] [By Mail] I am familiar with my employer's practice for the collection and
18 processing of correspondence for mailing with the United States Postal Service
19 and that each day's mail is deposited with the United States Postal Service that
20 same day in the ordinary course of business. On the date set forth above, I served
21 the aforementioned document(s) on the parties in said action by placing a true
22 copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for
23 collection and mailing on this date, following ordinary business practices, at Elk
24 Grove, California, addressed as set forth above.

25 [] [By Personal Service] By personally delivering a true copy thereof to the office
26 of the addressee above.

27 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
28 above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct, and that this declaration was executed on May 8, 2024, at Salt Lake City, Utah.

3 
4 _____
5 Shaniya Baird
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