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NALLELY TOSCANO MCGEE

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

NALLELY TOSCANO MCGEE, an individual,
individually and on behalf of other aggrieved
employees pursuant to the Private Attorneys
General Act,

Plaintiff,

v.

CANYON LAKE PROPERTY OWNERS
ASSOCIATION, a California nonprofit mutual
benefit corporation, and DOES 1 to 50,
inclusive,

Defendant.

Case No.: **CVRI 2604590**

**PLAINTIFF'S COMPLAINT AND
REPRESENTATIVE ACTION FOR
DAMAGES AND CIVIL PENALTIES**

1. Sexual Harassment – Hostile Work Environment (Gov. Code §§ 12923, 12940(j));
2. Failure to Prevent Sexual Harassment (Gov. Code § 12940(k));
3. Failure to Investigate/Take Corrective Action (Gov. Code § 12940(j)(1));
4. Constructive Discharge in Violation of Public Policy;
5. Intentional Infliction of Emotional Distress;
6. Failure to Pay All Overtime Wages (Lab. Code §§ 510, 1194);
7. Failure to Pay Minimum Wage (Lab. Code §§ 1194, 1197, 1197.1);
8. Failure to Provide Meal Breaks (Lab. Code §§ 226.7, 512);
9. Failure to Provide Rest Breaks (Lab. Code §§ 226.7, 512);
10. Failure to Provide Accurate Wage Statements (Lab. Code §§ 226);
11. Failure to Reimburse Business Expenses (Lab. Code §§ 2802);
12. Unfair Competition (Cal. Bus. & Prof. Code § 17200);

13. Civil Penalties Under the Private Attorneys General Act (Lab. Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

Plaintiff NALLELY TOSCANO MCGEE (hereinafter "MCGEE" or "Plaintiff"), individually, and on behalf of the State of California and other aggrieved employees, and complains against Defendant CANYON LAKE PROPERTY OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, and DOES 1 to 50 (hereinafter "Defendant"), and pleads upon information and belief as follows:

JURISDICTION AND VENUE

1. This is a civil action seeking recovery of damages pursuant to Government Code §§ 12923 and 12940 and related provisions of the Fair Employment and Housing Act ("FEHA") for sexual harassment and hostile work environment, failure to prevent sexual harassment, and failure to investigate and take corrective action; common law causes of action for constructive discharge in violation of public policy and intentional infliction of emotional distress; California Labor Code violations pursuant to Labor Code §§ 510, 1194, 1197, 1197.1, 226.7, 512, 226, and 2802 for failure to pay all overtime wages, failure to pay minimum wage, failure to provide meal breaks, failure to provide rest breaks, failure to provide accurate itemized wage statements, and failure to reimburse business expenses; unfair competition pursuant to Business and Professions Code § 17200; and civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698, *et seq.*

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. At all relevant times herein, Plaintiff NALLELY TOSCANO MCGEE was a resident of Riverside County, California. The claims, transactions, and obligations complained of herein occurred within Riverside County, California. Venue is therefore proper in this Court.

1 4. At all relevant times herein, Defendant CANYON LAKE PROPERTY OWNERS
2 ASSOCIATION is a California corporation with its principal place of business located at 31512
3 Railroad Canyon Road, Canyon Lake, CA 92587, in Riverside County, California. Defendant
4 owns, maintains offices, manages, employs individuals, transacts business, has agents, or is
5 otherwise found within the County of Riverside, and is within the jurisdiction of this Court for
6 purposes of service of process.

7 5. The true names and capacities of DOES 1 through 50, inclusive, whether
8 individual, corporate, associate, or otherwise, are unknown to Plaintiff at the time of filing this
9 Complaint. Plaintiff therefore sues said Defendants by fictitious names and will seek leave of
10 Court to amend this Complaint to show their true names and capacities when ascertained.
11 Plaintiff is informed and believes, and thereon alleges, that each DOE Defendant is in some
12 manner responsible for the events and happenings set forth herein and proximately caused injury
13 and damages to Plaintiff as alleged herein.

14 6. At all times herein mentioned, each Defendant was the agent, principal, partner,
15 associate, joint venturer, shareholder, director, member, co-conspirator, alter-ego, master, or
16 partner of each remaining co-Defendant, and was at all times acting within the course, purpose,
17 and scope of said agency, partnership, association, joint venture, employment, and/or conspiracy,
18 with the full knowledge, agreement, authorization, ratification, either express or implied,
19 permission, and/or consent of the remaining co-Defendants. Defendants are therefore liable,
20 vicariously and/or otherwise, jointly and severally, for the damages and injuries caused to
21 Plaintiff.

22 7. Defendants, and each of them, are individually, jointly, and severally liable as the
23 employer of Plaintiff because each Defendant directly or indirectly, or through an agent or
24 another person, employed or exercised control over Plaintiff's wages, hours, and working
25 conditions. The acts and omissions of each Defendant concurred and contributed to the acts and
26 omissions of every other Defendant in proximately causing the injuries and damages alleged
27 herein. Wherever this Complaint refers to "Defendant" or "Defendants," such allegations shall be
28 deemed to mean the acts of Defendants, and each of them, acting individually, jointly, and/or

severally.

8. At all times herein mentioned, Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every act or omission complained of herein, and aided and abetted the acts and omissions of each other Defendant, thereby proximately causing the damages alleged herein.

9. Venue as to each Defendant is proper in this judicial district pursuant to California Code of Civil Procedure sections 395(a) and 395.5, since at least some of the obligations, liabilities, and breaches complained of herein arose or occurred in Riverside County. Each Defendant either owns, maintains offices, manages, transacts business, has an agent or agents, or otherwise is found within Riverside County, and each Defendant is within the jurisdiction of this Court for purpose of service of process.

10. On July 28, 2026, Plaintiff exhausted her administrative remedies by timely filing and receiving her Right-to-Sue Letter from the California Civil Rights Department. Attached hereto as Exhibit A is a true and correct copy of Plaintiff's Right-to-Sue Notice.

11. On May 22, 2026, Plaintiff, individually and on behalf of other current and former aggrieved employees, provided written notice by online submission to the Labor and Workforce Development Agency ("LWDA") and by U.S. Certified Mail to Defendant of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories supporting the alleged violations, pursuant to Labor Code § 2699.3. Plaintiff has not received notice from the LWDA of its intent to investigate the alleged violations within sixty-five (65) calendar days of the postmark date of Plaintiff's notice, nor has Plaintiff received any notice of Defendant's intention to cure the alleged violations. Plaintiff has therefore satisfied the administrative prerequisites under Labor Code § 2699.3(a) to pursue civil penalties on behalf of herself and other aggrieved employees.

PARTIES

12. Plaintiff NALLELY TOSCANO MCGEE was Defendant's employee throughout the liability period. Plaintiff is an individual residing in the State of California, County of Riverside.

1 13. Defendant CANYON LAKE PROPERTY OWNERS ASSOCIATION is a
2 California corporation doing business in the State of California, with its principal place of
3 business located at 31512 Railroad Canyon Road, Canyon Lake, CA 92587, in the County of
4 Riverside. At all relevant times, Defendant regularly employed five or more persons, bringing it
5 within the provisions of the California Fair Employment and Housing Act ("FEHA").

6 14. At all relevant times, Defendant CANYON LAKE PROPERTY OWNERS
7 ASSOCIATION was the "employer" of Plaintiff within the meaning of all applicable California
8 laws and statutes, and directly or indirectly controlled or affected Plaintiff's working conditions,
9 wages, working hours, and conditions of employment.

10 15. The true names and capacities, whether corporate, associate, individual, or
11 otherwise, of Defendants DOES 1 through 50, inclusive, are unknown to Plaintiff, who sues said
12 Defendants by such fictitious names. Plaintiff is informed and believes, and thereon alleges, that
13 each of the Defendants designated as a DOE is legally responsible for the events and happenings
14 referred to in this Complaint and unlawfully caused the injuries and damages to Plaintiff as
15 alleged herein. Plaintiff will seek leave of Court to amend this Complaint to show the true names
16 and capacities when the same have been ascertained.

17 16. At all times relevant herein, Defendants CANYON LAKE PROPERTY
18 OWNERS ASSOCIATION and DOES 1 through 50, and each of them, were the agents,
19 partners, joint venturers, joint employers, representatives, servants, employees, successors-in-
20 interest, co-conspirators, and/or assigns of each of the other, and at all times relevant hereto were
21 acting within the course and scope of their authority as such. All acts or omissions alleged herein
22 were duly committed with the ratification, knowledge, permission, encouragement,
23 authorization, and/or consent of each Defendant designated as a DOE herein.

24 17. Defendant CANYON LAKE PROPERTY OWNERS ASSOCIATION and DOES
25 1 through 50 shall hereinafter collectively be referred to as "Defendants." Defendants and their
26 aggrieved current and former hourly-paid, non-exempt employees shall hereinafter collectively
27 be referred to as the "Aggrieved Employees" for purposes of the Private Attorneys General Act
28 cause of action alleged below.

1 **GENERAL ALLEGATIONS**

2 18. Plaintiff NALLELY TOSCANO MCGEE began her employment with Defendant
3 CANYON LAKE PROPERTY OWNERS ASSOCIATION on or about March 22, 2024.

4 19. Throughout her employment, Plaintiff performed her duties competently and
5 responsibly. Plaintiff received positive performance evaluations, met all performance standards,
6 and had no disciplinary history. Her employment record demonstrates she was a valued,
7 performing employee of Defendant.

8 20. At all relevant times, Defendant regularly employed five or more persons and was
9 therefore subject to the provisions of FEHA and all applicable California Labor Code provisions.

10 21. On the night of February 6, 2026, at approximately 9:30 p.m., while Plaintiff was
11 working her shift, an individual identified as Scott Buchanan ("Buchanan"), a member and
12 patron of Defendant's facility, arrived at the bar and sat down.

13 22. Buchanan initiated conversation with Plaintiff and began making inappropriate
14 and sexually charged comments that made Plaintiff uncomfortable. Among other things,
15 Buchanan persistently pressured Plaintiff to accompany him to the beach after her shift, despite
16 Plaintiff's discomfort and repeated unwillingness to engage.

17 23. Plaintiff completed last call at approximately 10:30 to 10:45 p.m. At
18 approximately 11:00 p.m., as Plaintiff went around the bar while her coworker Jonathan Billiet
19 was mopping, Buchanan grabbed Plaintiff's buttocks without her consent and made further
20 inappropriate comments, including suggesting that they "get out of here." Plaintiff immediately
21 and firmly objected to Buchanan's conduct in the presence of Jonathan Billiet, a bartender and
22 server employed by Defendant.

23 24. Following the incident, Wylie, a graveyard security guard employed by
24 Defendant, walked Plaintiff to her vehicle.

25 25. While Plaintiff and Wylie were talking near Plaintiff's vehicle, Buchanan
26 approached from behind the car and continued to make conversation. Plaintiff repeatedly stated
27 that she was leaving. Buchanan then knocked persistently on Plaintiff's car window and
28 physically attempted to open her car door, demanding that Plaintiff give him a ride to his car.

1 Both Jonathan Billiet and Wylie witnessed Buchanan's threatening conduct directed at Plaintiff
2 outside her vehicle.

3 26. Fearing for her safety, Plaintiff observed Buchanan run to his own vehicle and
4 began to fear that he was following her. Plaintiff fled the parking area at an increased speed. In
5 her state of panic, Plaintiff called a coworker or supervisor identified as Darren, as he was the
6 only contact number she had available.

7 27. During this same period, while Plaintiff was in a state of fear and distress
8 following the assault, Plaintiff attempted to contact Defendant's management or supervisory
9 personnel by telephone on three separate occasions. Defendant failed to respond to any of
10 Plaintiff's three calls, leaving Plaintiff entirely without management support, guidance, or
11 protection on the night of the assault.

12 28. Plaintiff drove toward the east gate of the Canyon Lake community because it
13 was more well-lit. Plaintiff pulled over when she realized that Wylie was also following her from
14 behind. Within moments, Plaintiff observed Buchanan's vehicle approach, slow to a near stop,
15 and then continue eastbound toward the east gate. Fearing for her safety, Plaintiff made a U-turn
16 and requested that security escort her to the north gate.

17 29. Approximately two weeks prior to the February 6, 2026 incident, Plaintiff
18 discovered an AirTag tracking device affixed to her personal vehicle, evidencing a pattern of
19 covert surveillance and stalking behavior directed at her.

20 30. The following day, February 7, 2026, Plaintiff personally reported the full details
21 of the assault to Paul De La Vega ("Mr. De La Vega"), Defendant's General Manager or
22 Regional Manager. Mr. De La Vega acknowledged Plaintiff's complaint and stated he would
23 review security camera footage. Despite this acknowledgment, Mr. De La Vega dismissed
24 Plaintiff before she had finished providing her written statement, advising her to leave it at his
25 desk and stating he would handle the matter the following day, displaying no urgency or concern
26 for Plaintiff's safety or wellbeing.

27 31. Following Plaintiff's report, Defendant conducted no meaningful investigation
28 into the incident. If it did, Defendant communicated no findings to Plaintiff. Defendant imposed

1 no restrictions on Buchanan's access to the facility, communicated no findings or remedial
2 actions to Plaintiff, and implemented no safety precautions of any kind in the weeks that
3 followed.

4 32. Plaintiff is informed and believes, and thereon alleges, that on the day following
5 her assault, another employee of Defendant, Jacklyn Velasquez, was sexually harassed by a
6 patron at the same facility. According to Ms. Velasquez's account, despite her repeatedly asking
7 the patron to stop, the patron responded that he did not care and physically followed her toward
8 the kitchen. This pattern demonstrates that Defendant's failure to protect Plaintiff was not an
9 isolated oversight but reflective of a systemic culture of indifference toward employee safety and
10 a deliberate refusal to address sexual harassment at its facility.

11 33. Plaintiff continued working for Defendant for four weekends following the
12 assault. During this period, Defendant took no action to address the incident, investigate
13 Plaintiff's complaint, implement safety measures, or provide Plaintiff with any assurance that
14 steps had been taken to protect her. Management continued to be absent from the premises
15 during closing hours. No restrictions were placed on Buchanan's access to the facility. Plaintiff
16 was left to work the same late-night closing shifts, in the same environment where she had been
17 assaulted, without any management supervision or protection, and was emotionally distraught
18 during each shift that she worked following the incident.

19 34. On March 7, 2026, Plaintiff met with Defendant's Assistant Manager, Ashley, and
20 informed her that she would not be returning to work due to her safety concerns and Defendant's
21 failure to provide a safe working environment. Plaintiff's resignation was not voluntary in any
22 meaningful sense; it was the direct and foreseeable result of Defendant's creation and
23 maintenance of objectively intolerable working conditions following its deliberate failure to
24 investigate and remediate the assault and harassment of February 6, 2026.

25 35. At all times during her employment, Plaintiff was classified by Defendant as an
26 hourly-paid, non-exempt employee. Defendant employed Plaintiff in this capacity from
27 approximately March 2024 through March 7, 2026, in the State of California, County of
28 Riverside.

1 36. Throughout the course of her employment, Defendant failed to compensate
2 Plaintiff for all hours worked, including regular and overtime hours, in violation of California
3 Labor Code §§ 510 and 1194 and applicable Wage Orders of the Industrial Welfare Commission
4 ("IWC"). Plaintiff regularly worked in excess of eight hours in a day and/or forty hours in a
5 week, including during closing shifts that regularly extended one or more hours beyond the
6 facility's posted closing times, and was not properly compensated for all overtime hours worked.
7 Rather than paying the required overtime premium, Defendant paid Plaintiff at her straight-time
8 rate for overtime hours worked.

9 37. Defendant was chronically understaffed, which required Plaintiff to work through
10 meal periods without relief in violation of California Labor Code §§ 226.7 and 512 and
11 applicable IWC Wage Orders. Plaintiff is informed and believes that Defendant requested that
12 Plaintiff adjust her time records to make it appear that meal breaks were taken when, in fact, they
13 were not. When a compliant meal period was not provided, Defendant failed to pay Plaintiff one
14 additional hour of pay at her regular rate of compensation as required by law.

15 38. Defendant failed to provide Plaintiff with all required rest periods of at least ten
16 minutes for every four hours worked, or major fraction thereof, as required by California Labor
17 Code § 226.7 and applicable IWC Wage Orders. No management or supervisory personnel were
18 present during closing hours to authorize or relieve employees for rest breaks. When a compliant
19 rest period was not provided, Defendant failed to pay Plaintiff one additional hour of pay at her
20 regular rate of compensation as required by law.

21 39. Defendant failed to pay Plaintiff at least the applicable minimum wage for all
22 hours worked during her employment, in violation of California Labor Code §§ 1194, 1197, and
23 1197.1. Defendant rounded Plaintiff's work time in a manner that was not fair and neutral and
24 that systematically favored Defendant, resulting in Plaintiff being underpaid for time actually
25 worked.

26 40. Upon Plaintiff's separation from employment, Defendant failed to pay all wages
27 owed, including unpaid overtime, minimum wages, and meal and rest period premiums, within
28 the time required by California Labor Code §§ 201 through 203.

41. Defendant failed to furnish Plaintiff with complete and accurate itemized wage statements as required by California Labor Code § 226, including but not limited to failing to accurately reflect the total hours worked and the correct legal name of the employing entity. Defendant failed to maintain complete and accurate payroll records for Plaintiff as required by California law.

42. Defendant failed to reimburse Plaintiff for all necessary business-related expenses incurred in the discharge of her job duties, including the reasonable value of the personal mobile device Plaintiff was expected to use and remain reachable on during working and non-working hours, in violation of California Labor Code § 2802.

43. Defendant's failure to properly compensate Plaintiff was willful, knowing, and intentional, and was undertaken to increase Defendant's profits at the expense of Plaintiff's legally protected wage rights. Defendant had the financial ability to pay all wages owed but refused to do so.

44. Plaintiff is informed and believes, and thereon alleges, that Defendant engaged in a uniform policy and systematic scheme of wage abuse against its hourly-paid, non-exempt employees, including the Aggrieved Employees, involving the same failures to pay overtime, failures to provide compliant meal and rest periods, failures to pay minimum wage, and failures to provide accurate wage statements and reimburse business expenses as alleged herein with respect to Plaintiff.

FIRST CAUSE OF ACTION

Sexual Harassment – Hostile Work Environment

(Against All Defendants)

45. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

46. At all relevant times, the FEHA was in full force and effect and fully binding upon Defendant. Government Code § 12923 sets forth the Legislature's finding that harassing conduct need not be severe or pervasive to interfere with an employee's emotional tranquility in

1 the workplace, and that a single incident of harassing conduct may be sufficient to create a
2 triable issue regarding the existence of a hostile work environment if the conduct unreasonably
3 interfered with the plaintiff's work performance or created an intimidating, hostile, or offensive
4 working environment.

5 47. Government Code § 12940(j) prohibits an employer from engaging in or
6 permitting sexual harassment in the workplace because of sex. Under Government Code §
7 12940(j)(1), an employer is liable for harassment of an employee by a non-employee, including a
8 patron or member, where the employer, or its agents or supervisors, knew or should have known
9 of the conduct and failed to take immediate and appropriate corrective action.

10 48. At all relevant times, Scott Buchanan was a member and patron of Defendant's
11 facility and was not an employee of Defendant. On the night of February 6, 2026, Buchanan
12 subjected Plaintiff to unwelcome sexual harassment, including but not limited to: unsolicited and
13 inappropriate sexual comments while Plaintiff was performing her work duties; persistent and
14 unwanted pressure to accompany Buchanan after Plaintiff's work shift despite Plaintiff's evident
15 discomfort; the nonconsensual grabbing of Plaintiff's buttocks while Plaintiff was in the course
16 of performing her job duties; continued unwanted physical conduct in the parking area, including
17 blocking Plaintiff's vehicle, repeatedly knocking on her car window, and attempting to open her
18 car door; and pursuing Plaintiff in his vehicle as she attempted to leave the premises, placing
19 Plaintiff in reasonable fear for her physical safety.

20 49. This conduct was further evidenced by Plaintiff's discovery, approximately two
21 weeks prior to the February 6, 2026 incident, of an AirTag tracking device affixed to her
22 personal vehicle, demonstrating a pattern of covert surveillance and stalking behavior directed at
23 Plaintiff.

24 50. This pattern of harassing conduct was severe and/or pervasive. It created a work
25 environment that was hostile, intimidating, offensive, oppressive, and abusive, and that would
26 have interfered with the work performance of a reasonable person in Plaintiff's position.

27 51. Defendant, through its agents and supervisors, knew or should have known of the
28 harassing and threatening conduct directed at Plaintiff. Defendant's General Manager, Paul De

1 La Vega, was personally informed of the assault and threatening conduct on February 7, 2026,
2 and failed to take any immediate or appropriate corrective action. Defendant had the authority
3 and ability to investigate the incident, restrict or revoke Buchanan's access to the premises,
4 implement safety precautions for Plaintiff and other employees, and take all other measures
5 necessary to prevent further harm to Plaintiff, and willfully failed to exercise that authority.

6 52. Plaintiff is informed and believes, and thereon alleges, that Defendant was aware,
7 or should have been aware, that patrons of its facility had engaged in similar harassing conduct
8 toward other female employees, including Jacklyn Velasquez, who was harassed by a patron the
9 day after Plaintiff's assault, and nonetheless failed to implement any policy, training, or
10 safeguard reasonably calculated to prevent such conduct from recurring.

11 53. The acts of Defendant's agents, employees, officers, and managing agents were
12 malicious and oppressive, with intent to vex, injure, annoy, humiliate, and embarrass Plaintiff,
13 and in conscious disregard of the rights and safety of Plaintiff and other employees of Defendant,
14 and were undertaken with the prior approval, consent, and authorization of Defendant, and/or
15 were subsequently authorized and ratified by Defendant's officers, directors, and/or managing
16 agents. Plaintiff is therefore entitled to recover punitive damages from Defendant pursuant to
17 Civil Code § 3294.

18 54. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
19 continues to suffer substantial losses in earnings, employment benefits, and other employment
20 opportunities, all to her damage in an amount according to proof at trial. Plaintiff has also
21 suffered and continues to suffer humiliation, emotional distress, mental anguish, anxiety,
22 restlessness, sleeplessness, and harm to her personal and professional dignity, all to her damage
23 in an amount according to proof at trial, together with attorneys' fees and costs pursuant to
24 Government Code § 12965.

25 **SECOND CAUSE OF ACTION**

26 **Failure to Prevent Sexual Harassment**

27 **(Against All Defendants)**

28 55. Plaintiff incorporates by reference the allegations contained in all preceding

1 paragraphs, and each and every part thereof with the same force and effect as though fully set
2 forth herein.

3 56. Government Code § 12940(k) imposes an affirmative duty on employers to take
4 all reasonable steps necessary to prevent harassment from occurring in the workplace, and makes
5 it an unlawful employment practice for an employer to fail to do so.

6 57. Defendant breached this duty and failed to take all reasonable steps necessary to
7 prevent the sexual harassment of Plaintiff from occurring. Defendant's failures include, but are
8 not limited to: failing to maintain management or supervisory personnel on the premises during
9 closing hours, leaving employees including Plaintiff entirely without management protection
10 during late-night shifts; assigning an hourly server employee with no managerial authority to
11 assume closing duties, thereby depriving employees of any meaningful supervisory oversight;
12 failing to implement, maintain, or enforce adequate anti-harassment policies and procedures
13 applicable to patrons and members of its facility; failing to adequately train supervisors,
14 managers, and employees regarding the prevention of sexual harassment; and failing to take any
15 action in response to prior indications of threatening behavior, including the AirTag discovered
16 on Plaintiff's vehicle approximately two weeks before the assault.

17 58. On information and belief, Defendant did not maintain an adequate sexual
18 harassment policy applicable to non-employee conduct, and/or did not provide adequate sexual
19 harassment training to employees and managers regarding the handling of harassment by patrons
20 and members. Defendant reasonably should have known that the failure to provide adequate
21 training, policies, and supervisory coverage would result in harassment against employees,
22 including Plaintiff.

23 59. Had Defendant maintained adequate supervisory presence during closing hours,
24 implemented and enforced effective anti-harassment policies, and responded appropriately to
25 warning signs, the sexual harassment suffered by Plaintiff could have been prevented or
26 substantially curtailed.

27 60. Plaintiff is informed and believes, and thereon alleges, that Defendant's failure to
28 take reasonable preventive measures was not limited to Plaintiff's circumstances, as evidenced by

1 the harassment of another employee, Jacklyn Velasquez, by a separate patron the day following
2 Plaintiff's assault, reflecting a systemic culture of indifference toward employee safety at
3 Defendant's facility.

4 61. The acts of Defendant's agents, employees, officers, and managing agents were
5 malicious and oppressive, with intent to vex, injure, annoy, humiliate, and embarrass Plaintiff,
6 and in conscious disregard of the rights and safety of Plaintiff and other employees of Defendant,
7 and were undertaken with the prior approval, consent, and authorization of Defendant, and/or
8 were subsequently authorized and ratified by Defendant's officers, directors, and/or managing
9 agents. Plaintiff is therefore entitled to recover punitive damages from Defendant pursuant to
10 Civil Code § 3294.

11 62. As a direct and proximate result of Defendants' failure to prevent harassment,
12 Plaintiff has suffered and continues to suffer substantial losses in earnings, employment benefits,
13 and other compensation, as well as emotional distress, mental anguish, anxiety, humiliation, and
14 harm to her personal and professional dignity, all to her damage in an amount according to proof
15 at trial, together with attorneys' fees and costs pursuant to Government Code § 12965.

16 **THIRD CAUSE OF ACTION**

17 **Failure to Investigate / Take Corrective Action**

18 **(Against All Defendants)**

19 63. Plaintiff incorporates by reference the allegations contained in all preceding
20 paragraphs, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 64. Government Code § 12940(j)(1) imposes a duty on employers to promptly and
23 thoroughly investigate complaints of harassment and to take immediate and appropriate
24 corrective action upon discovering or receiving notice of such conduct.

25 65. On February 7, 2026, Plaintiff personally reported the full details of the February
26 6, 2026 assault and harassment to Defendant's General Manager, Paul De La Vega, who
27 acknowledged the complaint and stated that he would review security camera footage and
28 address the matter. Despite this acknowledgment, Mr. De La Vega dismissed Plaintiff before she

1 had finished providing her written statement, advising her to leave it at his desk and stating that
2 he would handle the matter the following day, displaying no urgency or concern for Plaintiff's
3 safety or wellbeing.

4 66. Following Plaintiff's report, Defendant conducted no meaningful investigation
5 into the incident. If it did, Defendant communicated no findings of any investigation to Plaintiff.
6 Defendant took no disciplinary action against Buchanan, imposed no restrictions on his access to
7 the premises, and communicated no findings or remedial actions to Plaintiff. No safety
8 precautions of any kind were implemented in the weeks that followed. Plaintiff is informed and
9 believes, and thereon alleges, that no investigation ever took place.

10 67. Defendant's failure to investigate and take corrective action left Plaintiff without
11 any protection, forced her to continue working in the same environment where she had been
12 assaulted, and compounded the emotional and psychological harm she suffered because of the
13 underlying conduct.

14 68. Plaintiff is informed and believes, and thereon alleges, that no legitimate
15 investigation ever took place, or, alternatively, that any such investigation was wholly
16 inadequate, perfunctory, and pretextual.

17 69. The acts of Defendant's agents, employees, officers, and managing agents were
18 malicious and oppressive, with intent to vex, injure, annoy, humiliate, and embarrass Plaintiff,
19 and in conscious disregard of the rights and safety of Plaintiff and other employees of Defendant,
20 and were undertaken with the prior approval, consent, and authorization of Defendant, and/or
21 were subsequently authorized and ratified by Defendant's officers, directors, and/or managing
22 agents. Plaintiff is therefore entitled to recover punitive damages from Defendant pursuant to
23 Civil Code § 3294.

24 70. As a direct and proximate result of Defendants' failure to investigate and take
25 corrective action, Plaintiff has suffered and continues to suffer substantial losses in earnings,
26 employment benefits, and other compensation, as well as emotional distress, mental anguish,
27 anxiety, humiliation, and harm to her personal and professional dignity, all to her damage in an
28 amount according to proof at trial, together with attorneys' fees and costs pursuant to

Government Code § 12965.

FOURTH CAUSE OF ACTION

Constructive Discharge in Violation of Public Policy

(Against All Defendants)

71. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

72. It is well-established public policy in the State of California to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or harassment, and to prevent and deter unlawful employment practices and redress the adverse effects of those practices on aggrieved persons. (Gov. Code §§ 12920, 12920.5.) It is a violation of this fundamental public policy for an employer to subject an employee to sexual harassment and to fail to protect an employee from further harassment or threatening conduct after receiving notice of it.

73. An employee is constructively discharged when an employer intentionally creates or knowingly permits working conditions that are so intolerable that a reasonable person in the employee's position would have had no reasonable alternative except to resign.

74. Plaintiff was subjected to working conditions that violated this public policy, in that Plaintiff was sexually harassed and assaulted by Buchanan, was left without any management support on the night of the assault despite three attempts to reach Defendant's management, and was returned to work in the same unprotected environment for four additional weekends following Defendant's dismissive response to her report and its complete failure to investigate, discipline, or implement any safety measures.

75. Defendant intentionally created, or knowingly permitted, these working conditions. Defendant had actual knowledge of the assault through Plaintiff's report to Paul De La Vega on February 7, 2026, and knowingly failed to restrict Buchanan's access to the facility, failed to provide any additional supervisory presence or protection, and failed to communicate any findings or remedial steps to Plaintiff. Management continued to be absent from the

1 premises during closing hours throughout this period.

2 76. These working conditions were unusually aggravated and involved a continuous
3 pattern of mistreatment, not a trivial or isolated act, such that they were so intolerable that a
4 reasonable person in Plaintiff's position would have had no reasonable alternative except to
5 resign. A reasonable employer in Defendant's position would have realized that a reasonable
6 person in Plaintiff's position would be compelled to resign under these conditions.

7 77. On March 7, 2026, Plaintiff met with Defendant's Assistant Manager, Ashley, and
8 informed her that she would not be returning to work due to her safety concerns and Defendant's
9 failure to provide a safe working environment. Plaintiff's resignation was not voluntary in any
10 meaningful sense; it was the direct and foreseeable result of Defendant's creation and
11 maintenance of objectively intolerable working conditions following its deliberate failure to
12 investigate and remediate the assault and harassment of February 6, 2026.

13 78. As a direct and proximate result of her constructive discharge, Plaintiff has
14 suffered lost earnings, lost benefits, emotional distress, and harm to her professional standing, in
15 an amount according to proof at trial, together with punitive damages, pre-judgment interest, and
16 such other relief as this Court deems just and proper.

17 **FIFTH CAUSE OF ACTION**

18 **Intentional Infliction of Emotional Distress**

19 **(Against All Defendants)**

20 79. Plaintiff incorporates by reference the allegations contained in all preceding
21 paragraphs, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 80. Defendants' conduct toward Plaintiff, encompassing the deliberate failure to
24 maintain management supervision during closing hours, the discovery of an AirTag tracking
25 device on Plaintiff's vehicle evidencing covert surveillance, the sexual harassment and
26 nonconsensual physical contact perpetrated by Buchanan on February 6, 2026, Buchanan's
27 physical intimidation of Plaintiff in the parking area, Buchanan's vehicular pursuit of Plaintiff as
28 she attempted to leave the premises in fear, Defendant's complete failure to respond to three

1 unanswered calls from Plaintiff on the night of the assault, Defendant's dismissive and
2 indifferent response to Plaintiff's formal report on February 7, 2026, and Defendant's wholesale
3 failure to investigate, implement safety measures, or provide any follow-up over the weeks that
4 followed, constituted extreme and outrageous conduct beyond all bounds of decency tolerated in
5 a civilized society.

6 81. Defendants intentionally engaged in, or acted with reckless disregard for the
7 probability that, their conduct would cause Plaintiff to suffer severe emotional distress. The
8 workplace culture maintained by Defendant, one that left employees without supervisory
9 protection during late-night hours, failed to respond to a formal report of assault, and treated a
10 vulnerable employee's safety concerns with dismissiveness and indifference, created conditions
11 that no reasonable person should be expected to endure.

12 82. As a direct and proximate result of Defendants' extreme and outrageous conduct,
13 Plaintiff suffered and continues to suffer severe emotional distress, including but not limited to
14 anxiety, fear, restlessness, sleeplessness, emotional anguish, and harm to her personal and
15 professional dignity. Plaintiff has further manifested physical symptoms proximately caused by
16 Defendants' conduct and was emotionally distraught during each of the four weekends she
17 continued working following the incident before ultimately being forced to leave her
18 employment.

19 83. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
20 economic damages including loss of earnings and employment benefits, all in an amount
21 according to proof at trial.

22 **SIXTH CAUSE OF ACTION**

23 **Failure to Pay Overtime Wages**

24 **(Against All Defendants)**

25 84. Plaintiff incorporates by reference the allegations contained in all preceding
26 paragraphs, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

28 85. California Labor Code § 510 requires that employees receive overtime

1 compensation at one and one-half times their regular rate of pay for all hours worked in excess of
2 eight hours in a workday or forty hours in a workweek, and double time for all hours worked in
3 excess of twelve hours in a workday. Labor Code § 1194 provides employees a private right of
4 action to recover unpaid overtime compensation.

5 86. Throughout the course of Plaintiff's employment from approximately March 2024
6 through March 7, 2026, Defendant failed to pay Plaintiff all overtime wages due and owing.
7 Plaintiff regularly worked in excess of eight hours in a workday and/or forty hours in a
8 workweek, including during closing shifts that regularly extended one or more hours beyond the
9 facility's posted closing times, and was not compensated at the legally required overtime rate for
10 all such hours. Rather than paying the required overtime premium, Defendant paid Plaintiff at
11 her straight-time rate for overtime hours worked.

12 87. Defendant's failure to pay all overtime compensation was willful, knowing, and
13 intentional. Defendant knew or should have known that Plaintiff regularly worked overtime
14 hours and that she was entitled to overtime compensation for all such hours, yet failed to provide
15 it.

16 88. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
17 suffered economic harm including lost wages and is entitled to recover all unpaid overtime
18 wages, interest, and attorneys' fees and costs pursuant to Labor Code § 1194, all in an amount
19 according to proof at trial.

20 **SEVENTH CAUSE OF ACTION**

21 **Failure to Pay Minimum Wage**

22 **(Against All Defendants)**

23 89. Plaintiff incorporates by reference the allegations contained in all preceding
24 paragraphs, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 90. California Labor Code §§ 1194, 1197, and 1197.1 require employers to pay all
27 employees no less than the applicable minimum wage for all hours worked.

28 91. During the course of her employment, Defendant failed to pay Plaintiff at least the

1 applicable minimum wage for all hours worked, including but not limited to hours worked off
2 the clock, time spent working during meal and rest periods that were not properly relieved, and
3 time subject to unlawful rounding practices that systematically reduced Plaintiff's recorded
4 working time.

5 92. As a direct and proximate result of Defendants' failure to pay minimum wages,
6 Plaintiff has suffered economic damages and is entitled to recover unpaid wages, liquidated
7 damages, interest, and attorneys' fees and costs pursuant to Labor Code §§ 1194 and 1197.1

8 **EIGHTH CAUSE OF ACTION**

9 **Failure to Provide Meal Breaks**

10 **(Against All Defendants)**

11 93. Plaintiff incorporates by reference the allegations contained in all preceding
12 paragraphs, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 94. California Labor Code § 512 requires employers to provide employees with an
15 uninterrupted, duty-free meal period of at least thirty minutes for shifts exceeding five hours, and
16 a second meal period of at least thirty minutes for shifts exceeding ten hours. Labor Code §
17 226.7 requires employers to pay one additional hour of pay at the employee's regular rate of
18 compensation for each workday that a compliant meal period is not provided.

19 95. Throughout the course of Plaintiff's employment, Defendant regularly failed to
20 provide Plaintiff with timely, uninterrupted, and duty-free meal periods. Due to Defendant's
21 chronic understaffing, Plaintiff was regularly required to work through her meal periods without
22 relief. Defendant further requested that Plaintiff and other employees adjust their time records to
23 reflect meal breaks that were not, in fact, taken.

24 96. Defendant failed to pay Plaintiff the required one additional hour of premium pay
25 at Plaintiff's regular rate of compensation for each workday in which a compliant meal period
26 was not provided, in violation of Labor Code § 226.7. This exposure spans Plaintiff's regular
27 rates of pay throughout her employment, including \$16.00 per hour from March 22, 2024
28 through December 29, 2024, \$16.50 per hour from December 30, 2024 through December 28,

2025, and \$16.90 per hour from December 29, 2025 through March 8, 2026.

97. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff is entitled to recover all meal period premium wages, interest, and applicable penalties according to proof at trial.

NINTH CAUSE OF ACTION

Failure to Provide Rest Breaks

(Against All Defendants)

98. Plaintiff incorporates by reference the allegations contained in all preceding paragraphs, and each and every part thereof with the same force and effect as though fully set forth herein.

99. California law requires employers to authorize and permit employees to take a paid, uninterrupted rest period of at least ten minutes for every four hours worked, or major fraction thereof. Labor Code § 226.7 requires employers to pay one additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

100. Throughout the course of Plaintiff's employment, Defendant regularly failed to authorize, permit, or provide Plaintiff with all required rest periods. No management or supervisory personnel were present during closing hours to authorize or relieve Plaintiff for rest breaks, and, due to Defendant's chronic understaffing, Plaintiff was regularly denied the opportunity to take rest periods, or such rest periods were shortened or interrupted, without any corresponding premium pay being provided.

101. Defendant failed to pay Plaintiff the required one additional hour of premium pay at Plaintiff's regular rate of compensation for each workday in which a compliant rest period was not authorized or permitted, in violation of Labor Code § 226.7.

102. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff is entitled to recover all rest period premium wages, interest, and applicable penalties according to proof at trial.

1 **TENTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 103. Plaintiff incorporates by reference the allegations contained in all preceding
5 paragraphs, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 104. California Labor Code § 226 requires employers to provide each employee with
8 an accurate, itemized written wage statement with every payment of wages, reflecting among
9 other things the total hours worked, all applicable hourly rates in effect during the pay period,
10 gross and net wages earned, and the full legal name and address of the employing entity.

11 105. Throughout the course of Plaintiff's employment, Defendant failed to provide
12 Plaintiff with complete and accurate wage statements as required by Labor Code § 226. The
13 deficiencies in Plaintiff's wage statements include, but are not limited to, failure to accurately
14 reflect all hours worked, failure to accurately reflect the correct regular and overtime rates of
15 pay, and failure to include the complete and accurate legal name of the employing entity. These
16 deficiencies directly resulted from the overtime, minimum wage, and meal and rest period
17 violations alleged herein and deprived Plaintiff of the information necessary to verify that she
18 was receiving all wages to which she was lawfully entitled.

19 106. Defendant's failure to provide accurate itemized wage statements was knowing
20 and intentional within the meaning of Labor Code § 226, subdivision (e).

21 107. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
22 suffered injury and is entitled to recover the greater of actual damages or statutory penalties
23 pursuant to Labor Code § 226(e), together with costs and attorneys' fees.

24 **ELEVENTH CAUSE OF ACTION**

25 **Failure to Reimburse Business Expenses**

26 **(Against All Defendants)**

27 108. Plaintiff incorporates by reference the allegations contained in all preceding
28 paragraphs, and each and every part thereof with the same force and effect as though fully set

1 Labor Code § 226; failure to reimburse necessary business expenses in violation of Labor Code §
2 2802; and violations of the applicable IWC Wage Orders.

3 115. By engaging in the foregoing unlawful, unfair, and fraudulent business acts and
4 practices, Defendant gained an unfair competitive advantage over law-abiding employers who
5 comply with California's wage and hour laws.

6 116. Plaintiff, as a result of Defendants' unlawful conduct, suffered injury in fact and
7 lost money and property, including earned wages that were unlawfully withheld throughout her
8 employment.

9 117. Pursuant to Business and Professions Code § 17203, Plaintiff seeks restitution of
10 all wages and monies unlawfully withheld from her, disgorgement of all profits obtained by
11 Defendant through its unlawful conduct, and any other relief the Court deems just and proper.

12 **THIRTEENTH CAUSE OF ACTION**

13 **Civil Penalties Under the Private Attorneys General Act**

14 **(Against All Defendants)**

15 118. Plaintiff incorporates by reference the allegations contained in all preceding
16 paragraphs, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 119. Plaintiff brings this cause of action individually and on behalf of other current and
19 former hourly-paid, non-exempt employees of Defendant within the State of California during
20 the applicable liability period (the "Aggrieved Employees"), pursuant to the Private Attorneys
21 General Act ("PAGA"), Labor Code § 2698, *et seq.*

22 120. PAGA provides that any provision of law under the California Labor Code that
23 provides for a civil penalty to be assessed and collected by the Labor and Workforce
24 Development Agency ("LWDA") for violations of the California Labor Code may, as an
25 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
26 herself and other current or former employees pursuant to the procedures outlined in Labor Code
27 § 2699.3.

28 121. Whenever the LWDA or any of its departments, divisions, commissions, boards,

1 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
2 authorized to exercise the same discretion, subject to the same limitations and conditions, to
3 assess a civil penalty.

4 122. Plaintiff is an "aggrieved employee" as defined by Labor Code § 2699(c) in that
5 she was employed by Defendant and the violations alleged herein were committed against her
6 during her employment.

7 123. As alleged above, Plaintiff satisfied the administrative prerequisites of Labor
8 Code §§ 2699.3 and 2699.5 by providing written notice by online submission to the LWDA and
9 by U.S. Certified Mail to Defendant of the specific provisions of the Labor Code alleged to have
10 been violated, including the facts and theories supporting the alleged violations. Plaintiff has not
11 received notice from the LWDA of its intent to investigate within sixty-five calendar days of the
12 postmark date of that notice, nor has Plaintiff received notice of Defendant's intention to cure the
13 alleged violations. Plaintiff has therefore satisfied the administrative prerequisites to pursue this
14 cause of action.

15 124. Plaintiff is informed and believes, and thereon alleges, that Defendant engaged in
16 a uniform policy and systematic scheme of wage abuse against Plaintiff and the Aggrieved
17 Employees, involving, among other things, the failure to pay all wages for hours worked, the
18 failure to pay overtime compensation, the failure to pay minimum wage, the failure to provide
19 compliant meal and rest periods, the failure to timely pay wages during employment and upon
20 separation, the failure to provide complete and accurate itemized wage statements, the failure to
21 maintain complete and accurate payroll records, and the failure to reimburse necessary business
22 expenses, as more fully described above.

23 **Failure to Pay Overtime**

24 125. Defendant's failure to pay legally required overtime wages to Plaintiff and the
25 Aggrieved Employees is in violation of the applicable IWC Wage Orders and constitutes a
26 violation of Labor Code §§ 510 and 1198.

27 **Failure to Provide Meal Periods**

28 126. Defendant's failure to provide legally required meal periods to Plaintiff and the

1 Aggrieved Employees is in violation of the applicable IWC Wage Orders and constitutes a
2 violation of Labor Code §§ 226.7 and 512(a).

3 **Failure to Provide Rest Periods**

4 127. Defendant's failure to provide legally required rest periods to Plaintiff and the
5 Aggrieved Employees is in violation of the applicable IWC Wage Orders and constitutes a
6 violation of Labor Code § 226.7.

7 **Failure to Pay Minimum Wages**

8 128. Defendant's failure to pay legally required minimum wages to Plaintiff and the
9 Aggrieved Employees is in violation of the applicable IWC Wage Orders and constitutes a
10 violation of Labor Code §§ 1194, 1197, and 1197.1.

11 **Failure to Timely Pay Wages Upon Separation**

12 129. Defendant's failure to timely pay wages to Plaintiff and the Aggrieved Employees
13 upon termination or resignation in accordance with Labor Code §§ 201 and 202 constitutes a
14 violation of Labor Code §§ 201 and 202.

15 **Failure to Timely Pay Wages During Employment**

16 130. Defendant's failure to timely pay wages to Plaintiff and the Aggrieved Employees
17 during employment in accordance with Labor Code § 204 constitutes a violation of Labor Code
18 § 204.

19 **Failure to Provide Complete and Accurate Wage Statements**

20 131. Defendant's failure to provide complete and accurate wage statements to Plaintiff
21 and the Aggrieved Employees in accordance with Labor Code § 226(a) constitutes a violation of
22 Labor Code § 226(a).

23 **Failure to Keep Complete and Accurate Payroll Records**

24 132. Defendant's failure to keep complete and accurate payroll records relating to
25 Plaintiff and the Aggrieved Employees in accordance with Labor Code § 1174(d) constitutes a
26 violation of Labor Code § 1174(d).

27 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

28 133. Defendant's failure to reimburse Plaintiff and the Aggrieved Employees for

1 necessary business-related expenses and costs in accordance with Labor Code §§ 2800 and 2802
2 constitutes a violation of Labor Code §§ 2800 and 2802.

3 134. Pursuant to Labor Code § 2699, Plaintiff, individually and on behalf of the
4 Aggrieved Employees, requests and is entitled to recover from Defendant attorneys' fees and
5 costs pursuant to Labor Code § 218.5, as well as all penalties pursuant to PAGA against
6 Defendant, including but not limited to:

- 7 a. Penalties under Labor Code § 2699(f) in the amount of one hundred dollars
8 (\$100) for each aggrieved employee per pay period for each initial violation,
9 and two hundred dollars (\$200) for each aggrieved employee per pay period
10 for each subsequent violation, or for violations where there has been a prior
11 finding or determination that Defendant's policies or practices were unlawful,
12 or where Defendant's conduct was malicious, fraudulent, or oppressive;
- 13 b. Penalties under California Code of Regulations, Title 8, § 11010, et seq., in
14 the amount of fifty dollars (\$50) for each aggrieved employee per pay period
15 for the initial violation, and one hundred dollars (\$100) for each aggrieved
16 employee per pay period for each subsequent violation;
- 17 c. Penalties under Labor Code § 210, in addition to and entirely independent and
18 apart from any other penalty provided in the Labor Code, in the amount of one
19 hundred dollars (\$100) for each aggrieved employee per pay period for the
20 initial violation, and two hundred dollars (\$200) for each aggrieved employee
21 per pay period for each subsequent violation;
- 22 d. Penalties under California Labor Code sections 558 and 1197.1; and
- 23 e. Any and all additional penalties and sums as provided by the California Labor
24 Code and/or other applicable statutes.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff NALLELY TOSCANO MCGEE, individually and, as to the
27 Thirteenth Cause of Action, on behalf of the Aggrieved Employees, respectfully prays for
28 judgment against Defendants, and each of them, according to proof, as follows:

- 1 1. For compensatory damages, including unpaid wages, past and future lost
- 2 earnings, and lost benefits;
- 3 2. For general damages for emotional distress, pain, and suffering;
- 4 3. For temporary, preliminary, and permanent injunctive relief, enjoining
- 5 Defendants and their agents, servants, and employees from the unlawful practices alleged herein;
- 6 4. For punitive and exemplary damages;
- 7 5. For an award of interest, including pre-judgment interest, at the maximum legal
- 8 rate;
- 9 6. For statutory penalties pursuant to California Labor Code § 226(e);
- 10 7. For meal and rest period premium wages pursuant to California Labor Code §
- 11 226.7;
- 12 8. For liquidated damages pursuant to California Labor Code § 1197.1;
- 13 9. For waiting time penalties pursuant to California Labor Code §§ 201 through 203;
- 14 10. For reimbursement of all necessary business expenses pursuant to California
- 15 Labor Code § 2802;
- 16 11. For restitution of all unlawfully withheld wages pursuant to Business and
- 17 Professions Code § 17200 et seq.;
- 18 12. For civil penalties pursuant to Labor Code § 2698, et seq., including Labor Code
- 19 §§ 2699(a), (f), (k), and 558, as against Defendants for violations of Labor Code §§ 201, 202,
- 20 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802;
- 21 13. For reasonable attorneys' fees pursuant to Government Code § 12965(b), Labor
- 22 Code § 1194, and, as to the Thirteenth Cause of Action, pursuant to Labor Code §§ 2699(g)(1)
- 23 and 218.5;
- 24 14. For costs of suit; and
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15. For such other and further relief as the Court may deem just and proper.

Dated: July 27, 2026

**MORGAN & MORGAN CALIFORNIA
LLP**

By:



MICHAEL A. SIGALL
Attorneys for Plaintiff
NALLELY TOSCANO MCGEE

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues that may be tried by a jury.

Dated: July 27, 2026

**MORGAN & MORGAN CALIFORNIA
LLP**

By:



MICHAEL A. SIGALL
Attorneys for Plaintiff
NALLELY TOSCANO MCGEE

EXHIBIT “A”



Civil Rights Department

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

July 28, 2026

Michael A. Sigall
633 W. 5th St., Suite 2200
Los Angeles, CA 90071

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202607-36391927
Right to Sue: TOSCANO MCGEE / CANYON LAKE PROPERTY OWNERS
ASSOCIATION, a California corporation

Dear Michael A. Sigall:

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

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

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

Sincerely,

Civil Rights Department



Civil Rights Department

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July 28, 2026

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202607-36391927

Right to Sue: TOSCANO MCGEE / CANYON LAKE PROPERTY OWNERS
ASSOCIATION, a California corporation

To All Respondent(s):

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

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

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

No response to CRD is requested or required.

Sincerely,



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
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Civil Rights Department



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July 28, 2026

NALLELY TOSCANO MCGEE

RE: **Notice of Case Closure and Right to Sue**

CRD Matter Number: 202607-36391927

Right to Sue: TOSCANO MCGEE / CANYON LAKE PROPERTY OWNERS
ASSOCIATION, a California corporation

Dear NALLELY TOSCANO MCGEE:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective July 28, 2026 because an immediate Right to Sue notice was requested.

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

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



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

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

Sincerely,

Civil Rights Department

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

In the Matter of the Complaint of

NALLELY TOSCANO MCGEE

CRD No. 202607-36391927

Complainant,

vs.

CANYON LAKE PROPERTY OWNERS
ASSOCIATION, a California corporation
31512 Railroad Canyon Road
Canyon Lake, CA 92587

Respondents

1. Respondent CANYON LAKE PROPERTY OWNERS ASSOCIATION, a California corporation is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant NALLELY TOSCANO MCGEE, resides in the City of , State of .

3. Complainant alleges that on or about March 7, 2026, respondent took the following adverse actions:

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

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was forced to quit, other.

Additional Complaint Details: Nallely Toscano McGee ("Ms. Toscano McGee") was employed by Canyon Lake Property Owners Association ("Respondent") as an hourly, non-exempt employee beginning March 22, 2024. On the night of February 6, 2026, a patron of Respondent's facility, Scott Buchanan, subjected Ms. Toscano McGee to unwelcome sexual harassment during her shift, including inappropriate sexual comments and persistent pressure to accompany him after work. At approximately 11:00 p.m., Buchanan grabbed Ms.

1 Toscano McGee's buttocks without her consent, and after Ms. Toscano McGee objected,
2 followed her into the parking area, where he blocked her vehicle, knocked on her window,
3 and attempted to open her car door before pursuing her by vehicle as she tried to leave the
4 premises. Ms. Toscano McGee called Respondent's management three times that night
5 seeking help and received no response. Approximately two weeks earlier, Ms. Toscano
6 McGee had discovered a tracking device affixed to her personal vehicle, evidencing a
7 pattern of covert surveillance directed at her.

8 The following day, Ms. Toscano McGee reported the full incident to Respondent's General
9 Manager, who acknowledged the complaint but dismissed her before she finished her
10 statement and took no further action. Defendant conducted no meaningful investigation,
11 imposed no restrictions on Buchanan's access to the facility, and implemented no safety
12 measures. Ms. Toscano McGee was required to continue working the same late-night shifts,
13 in the same unprotected environment, for four additional weekends before resigning on
14 March 7, 2026 due to Respondent's failure to provide a safe workplace. Ms. Toscano
15 McGee alleges that Respondent's conduct constitutes sexual harassment, failure to prevent
16 harassment, failure to investigate and take corrective action, and constructive discharge in
17 violation of public policy, and that Respondent's inaction caused her severe emotional
18 distress.

1 VERIFICATION

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

5 On July 28, 2026, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Los Angeles, CA**