



1 COMES NOW Plaintiff, DEVON D'ARCANGELO (hereinafter "Plaintiff"), and alleges:

2 **PARTIES, JURISDICTION, VENUE**

3 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the  
4 County of Los Angeles in this judicial district because Defendants GRANDMASTER  
5 RECORDERS, LLC and DOES 1 to 25, inclusive, (collectively "Defendant(s)" or  
6 "GRANDMASTER") do business in the County of Los Angeles, and because Defendants'  
7 obligations and liabilities arise therein. Moreover, Plaintiff's damages sought herein exceed  
8 \$25,000.

9 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

10 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant  
11 GRANDMASTER RECORDERS, LLC was and is a California corporation, operating in the  
12 County of Los Angeles, State of California, and which employed Plaintiff as evidenced by  
13 Plaintiff's paystubs throughout her employment as well as the "Notice to Employee As to  
14 Change In Relationship" form. Moreover, Plaintiff and GRANDMASTER RECORDERS, LLC  
15 did not have a signed arbitration agreement between them.

16 4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or  
17 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues  
18 them by these fictitious names. Plaintiff is informed and believes that each of the DOE  
19 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible  
20 for the conduct alleged herein. Upon discovering the true names and capacities of these  
21 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and  
22 capacities of these fictitiously named defendants. Unless otherwise alleged in this complaint,  
23 Plaintiff is informed, and on the basis of that information and belief, alleges that at all times  
24 herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged,  
25 were acting within the course, scope, and under the authority of their agency, employment, or  
26 representative capacity, with the consent of his/her codefendants.

27 **GENERAL ALLEGATIONS**

28 5. Since starting at GRANDMASTER in October of 2021, Plaintiff's role was continually  
expanded, as GRANDMASTER was never interested in limiting Plaintiff's involvement and

1 role. For instance, Plaintiff's role shifted from opening a new property and focusing on a  
2 single venue to both opening the new property and revamping the existing property, EP & LP.  
3 In essence, Plaintiff was given the role of Wine Director as opposed to being a lead  
4 Sommelier. As time passed, Plaintiff's role and job duties were expanded even further and now  
5 included Grandmaster Recorders, EP & LP, and the new daytime café called String of Life. At  
6 this stage, Plaintiff had a team of 2 full time sommeliers that she was training and developing  
7 while assisting with major operations of the restaurants, developing relationships with the  
8 event team regarding wine, and developing relationships and partnerships with the wine  
9 community of Los Angeles. By the end of September 2022, ownership wanted to expand  
10 Plaintiff's role and title further from Wine Director to Wine & Service Director.

11 6. As Plaintiff's role started to grow, she voiced complaints about illegal conduct in the  
12 workplace since she was so deeply entrenched in the operations of the restaurants and had  
13 knowledge of what was happening on a daily basis. For instance, the Beverage and Bar  
14 Director was accused of selling drugs on the property via Yelp in September 2022 and several  
15 employees reported inappropriate behavior involving the beverage/bar director in bringing  
16 underaged girls through the backdoor after security refused their entry at the front. Plaintiff  
17 brought up these issues with the General Manager and ownership, including the fact that the  
18 Beverage and Bar Director was sexual around other managers and inappropriate around staff.

19 7. Plaintiff also brought up the fact that the General Manager was missing from the  
20 property and was accused by staff and managers of drinking on the job.

21 8. In addition, Plaintiff made complaints to both Blake (executive chef), to the Director  
22 of Operations, and to Rachel Seibold (via email) regarding a misogynistic culture within the  
23 restaurant along with discrimination based on gender and sexual harassment at the workplace,  
24 leading to a hostile work environment. When Plaintiff complained to the Director of  
25 Operations regarding sexual harassment after Blake graphically described a sous chef's penis  
26 to Plaintiff, the response was that they were "Australians" and that it was normal in their  
27 culture.  
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1 9. As such, it is not surprising at all that following Plaintiff's complaints about illegal  
2 conduct at the workplace, Plaintiff's position was all of a sudden "eliminated" and her ever  
3 expanding role was now reduced to nothing but a wrongful termination.

4 **FIRST CAUSE OF ACTION**

5 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

6 **(Plaintiff against All Named Defendants and all DOE Defendants)**

7 10. Plaintiff re-alleges and incorporates by reference each and every allegation in  
8 paragraphs 1 through 9, inclusive, of this Complaint as though fully set forth herein.

9 11. At all times material to this Complaint, California Labor Code § 1102.5 was in  
10 effect and binding on Defendants. This section requires Defendants to refrain from retaliating  
11 against an employee for refusing to participate in an activity that he/she reasonably believes  
12 would result in a violation of state or federal statute, or a violation or noncompliance with a  
13 state or federal rule or regulation. California Labor Code section 1102.5 also requires  
14 Defendants to refrain from retaliating against an employee for disclosing information to a  
15 person with authority over the employee if the employee has reasonable cause to believe that  
16 the information discloses a violation of state or federal statute, or a violation of or  
17 noncompliance with a local, state, or federal rule or regulation, regardless of whether  
18 disclosing the information is part of the employee's job duties.

19 12. As mentioned above, Plaintiff complained to Defendants about illegal conduct at the  
20 workplace.

21 13. Defendants retaliated against Plaintiff for her whistleblowing, as alleged above,  
22 including terminating her employment, all in violation of Labor Code § 1102.5.

23 14. As a direct and proximate result of the aforementioned acts and omissions of  
24 Defendants, Plaintiff suffered general and compensatory damages, including but not limited  
25 to, loss of income (past and future), loss of employment benefits (past and future), general and  
26 compensatory damages (past and future), mental pain and anguish and emotional distress (past  
27 and future), and will continue to suffer in the future, in an amount to be proved at trial.

28 15. Plaintiff requests all available relief under Labor Code § 1102.5 including  
damages and the imposition of civil penalties of \$10,000 for each violation as well as

1 attorney's fees.

2 **SECOND CAUSE OF ACTION**

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

4 **(Plaintiff against All Named Defendants and all DOE Defendants)**

5 16. Plaintiff re-alleges and incorporates by reference each and every allegation in  
6 paragraphs 1 through 15 inclusive, of this Complaint as though fully set forth herein.

7 17. At all times during her employment with Defendants, Plaintiff performed her  
8 duties with the utmost diligence and competence.

9 18. Plaintiff is informed and believes and thereon alleges that Defendants' decision  
10 and actions to treat her differently and terminate her employment as alleged herein, was  
11 motivated by Plaintiff's whistleblowing and complaints about illegal activity at the workplace.  
12 Plaintiff is further informed and believes and thereon alleges that any other reasons proffered  
13 by Defendants were and are pretextual in nature.

14 19. The employment of Plaintiff was wrongfully terminated in or around November 18,  
15 2022 in violation of the fundamental public policy of the State of California with respect to  
16 retaliating against an employee on account of his whistleblowing. Plaintiff was forced to  
17 hire an attorney to assist her to end these illegal activities. Said conduct violated statutory  
18 and constitutional expressions of public policy including, but not limited to, Labor Code  
19 sections 1102.5, Government Code section 12940 et. seq. and the "Fair Employment and  
20 Housing Act" (FEHA), and the California Constitution, Article 1 section 8.

21 20. As set forth above, said actions by Defendants were wrongful and in violation of  
22 the fundamental principles of the public policy of the State of California as reflected in its laws,  
23 objectives and policies. Said statutes and constitutional expressions of public policy include,  
24 but are not limited to, California Labor Code sections 1102.5, FEHA, and the California  
25 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not  
26 just the private interests of the employers and employees whom they govern or protect.

27 21. As a direct and proximate result of the aforementioned acts and omissions of  
28 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,  
loss of income (past and future), loss of employment benefits (past and future), general and

1 compensatory damages (past and future), mental pain and anguish and emotional distress (past  
2 future), and will continue to suffer in the future, in an amount to be proved at trial.

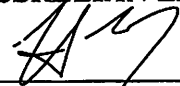
3 22. The foregoing conduct engaged in by Defendants and each of their directors,  
4 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,  
5 ratified, and carried on with a conscious and willful disregard of their workers' right to work in  
6 an environment free of retaliation due to whistleblowing, so as to justify the imposition of  
7 punitive damages to punish and set an example of said Defendants.

8 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as  
9 follows:

- 10 1. For compensatory damages including lost past and future wages, regular wages,  
11 overtime, and all other sums of money, including employment benefits, together with  
12 interest on said amounts, and any other economic injury to Plaintiff, according to proof;
- 13 2. For general damages according to proof;
- 14 3. For special and consequential damages to the extent allowed by law;
- 15 4. For the imposition of civil penalties and/or statutory penalties;
- 16 5. For all interest as allowed by law;
- 17 6. For all costs and disbursements incurred in this suit;
- 18 7. Reasonable attorney's fees where available by law, including but not limited to,  
19 pursuant to Labor Code section 1102.5, California Code of Civil Procedure section  
20 1021.5; and/or other applicable laws; and
- 21 8. For such other and further relief as this Court may deem proper.

22 **DATED:** November 14, 2023

**MESSRELIAN LAW INC.**

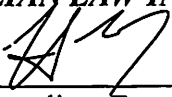
23 By   
24 Harout Messrelian, Esq.  
25 Attorneys for Plaintiff Devon D'Arcangelo  
26  
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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

**DATED:** November 14, 2023

***MESSRELIAN LAW INC.***

By   
Harout Messrelian, Esq.  
Attorneys for Plaintiff Devon D'Arcangelo

**FILED**  
**Superior Court of California**  
**County of Los Angeles**

**MAY 03 2019**

Sherri R. Carter, Executive Officer/Clerk  
 By Rizalinda Mina, Deputy  
 Rizalinda Mina

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT ) FIRST AMENDED GENERAL ORDER  
 — MANDATORY ELECTRONIC FILING )  
 FOR CIVIL )

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

## 2) MANDATORY ELECTRONIC FILING

### a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

### b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

### c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court’s website, at [www.lacourt.org](http://www.lacourt.org).

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if  
3 electronic filing has been implemented in that case type, regardless of whether the case has  
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt  
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of  
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused  
10 from filing documents electronically and be permitted to file documents by conventional  
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of  
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those  
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be  
21 electronically filed. A courtesy copy of the electronically filed motion or application to  
22 submit documents conditionally under seal must be provided with the documents  
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in  
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

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1 5) **ELECTRONIC FILING SYSTEM WORKING PROCEDURES**

2 Electronic filing service providers must obtain and manage registration information for persons  
3 and entities electronically filing with the court.

4 6) **TECHNICAL REQUIREMENTS**

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**  
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and  
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule  
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked  
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the  
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not  
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly  
23 encouraged.

24 f) **Accompanying Documents**

25 Each document accompanying a single pleading must be electronically filed as a **separate**  
26 digital PDF document.

27 g) **Multiple Documents**

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1 h) Writs and Abstracts

2 Writs and Abstracts must be submitted as a separate electronic envelope.

3 i) Sealed Documents

4 If and when a judicial officer orders documents to be filed under seal, those documents must be  
5 filed electronically (unless exempted under paragraph 4); the burden of accurately designating  
6 the documents as sealed at the time of electronic submission is the submitting party's  
7 responsibility.

8 j) Redaction

9 Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to  
10 redact confidential information (such as using initials for names of minors, using the last four  
11 digits of a social security number, and using the year for date of birth) so that the information  
12 shall not be publicly displayed.

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

15 i) Any document received electronically by the court between 12:00 am and 11:59:59 pm  
16 shall be deemed to have been effectively filed on that court day if accepted for filing. Any  
17 document received electronically on a non-court day, is deemed to have been effectively  
18 filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code  
19 Civ. Proc. § 1010.6(b)(3).)

20 ii) Notwithstanding any other provision of this order, if a digital document is not filed in due  
21 course because of: (1) an interruption in service; (2) a transmission error that is not the  
22 fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may  
23 order, either on its own motion or by noticed motion submitted with a declaration for Court  
24 consideration, that the document be deemed filed and/or that the document's filing date  
25 conform to the attempted transmission date.

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later  
28 than 10:00 a.m. the court day before the ex parte hearing.

- b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

#### 9) PRINTED COURTESY COPIES

- a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efile is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.
- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:
- i) Any printed document required pursuant to a Standing or General Order;
  - ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
  - iii) Pleadings and motions that include points and authorities;
  - iv) Demurrers;
  - v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
  - vi) Motions for Summary Judgment/Adjudication; and
  - vii) Motions to Compel Further Discovery.
- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at [www.lacourt.org](http://www.lacourt.org) on the Civil webpage under "Courtroom Information."

#### 10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

## 1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California  
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil  
4 Division of the Los Angeles County Superior Court.

5  
6 This First Amended General Order supersedes any previous order related to electronic filing,  
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil  
8 Supervising Judge and/or Presiding Judge.

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10 DATED: May 3, 2019



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*Kevin C. Brazile*  
KEVIN C. BRAZILE  
Presiding Judge