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

VERONICA GODINEZ, an individual,

Plaintiff,

v.

BLUSKY RESTORATION
CONTRACTORS, LLC, a Delaware Limited
Liability Company; ELLIOT KOONTZ, an
individual; and DOES 1 THROUGH 20,
inclusive,

Defendants.

Case No.: 24STCV04930

Unlimited Jurisdiction

COMPLAINT

- 1. WRONGFUL TERMINATION AND RETALIATION IN VIOLATION OF PUBLIC POLICY;**
- 2. SEXUAL HARASSMENT – HOSTILE WORKING ENVIRONMENT;**
- 3. FAILURE TO TAKE REASONABLE STEPS TO PREVENT HARASSMENT AND/OR RETALIATION;**
- 4. NONPAYMENT OF REGULAR WAGES;**
- 5. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226(a)];**
- 6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS [California Labor Code §226.3];**
- 7. UNTIMELY PAYMENT OF WAGES;**
- 8. UNLAWFUL WITHHOLDING OF WAGES;**
- 9. WAITING TIME PENALTIES;**
- 10. CALIFORNIA PRIVATE ATTORNEY GENERAL ACT [California Labor Code §2698];**
- 11. NEGLIGENCE;**
- 12. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;**
- 13. NEGLIGENT HIRING,**

**SUPERVISION, AND RETENTION;
14. FAILURE TO PROVIDE
EMPLOYMENT RECORDS; AND
15. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

Plaintiff VERONICA GODINEZ (“PLAINTIFF”) hereby files this Complaint against Defendants BLUSKY RESTORATION CONTRACTORS, LLC (“BLUSKY”), a California Limited Liability Company, ELLIOT KOONTZ (“KOONTZ”), an individual, and DOES 1 THROUGH 20, inclusive (Collectively, “DEFENDANTS”). PLAINTIFF is informed and believes, and on the basis of that information and belief, alleges as follows:

PARTIES

1. PLAINTIFF is, and at all times material hereto was, an individual residing in the County of Los Angeles in the State of California.

2. PLAINTIFF is informed and believes, and on this basis alleges that Defendant BLUSKY is, and at all times material hereto was, a Delaware limited liability company organized and existing under the laws of the State of California and authorized to conduct business in the County of Los Angeles.

3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant KOONTZ is an individual conducting business in California and working in the County of Los Angeles.

4. The true names and capacities of DOES 1 through 20, inclusive, whether individual, corporate, associate, or otherwise, are unknown to PLAINTIFF at this time, who therefore sues said defendants by such fictitious names; when the true names and capacities of such defendants are ascertained, PLAINTIFF will seek leave of court to amend this Complaint to insert same. PLAINTIFF is informed and believes and thereon alleges that each defendant named as a DOE is responsible for each and every act and obligation hereinafter set forth.

5. PLAINTIFF is informed and believes and thereon alleges that each defendant named in this Complaint now is, and was at all times herein mentioned, the agent, servant, employee, representative, alter ego, members of and/or engaged in a joint venture, partnership and

1 common enterprise of the other defendants herein, and was at all such times acting within the
2 course and scope of said agency and employment and with the consent and permission of each of
3 the other co-defendants, and each of the defendants herein ratified each of the acts of each of the
4 other co-defendants, and each of them.

5 **JURISDICTION AND VENUE**

6 6. Jurisdiction is proper because, upon information and belief, plaintiff worked for
7 defendants in the state of California, and all actions relevant to this Complaint occurred in the State
8 of California.

9 7. Venue is proper in Los Angeles County because, upon information and belief, at
10 least some of the transactions that are the subject matter of this Complaint occurred therein and/or
11 each defendant is found, maintains office, transacts business, and/or has an agent therein.

12 **FACTS COMMON TO ALL CAUSES OF ACTION**

13 8. From around April 2022 to April 14, 2023, PLAINTIFF was employed as a
14 Business Development Manager by BLUSKY.

15 9. BLUSKY is a restoration, renovation and emergency service company hiring
16 around 1,100 employees in the U.S.

17 10. Through direct deposits, PLAINTIFF was paid an annual wage of \$76,000, and she
18 would receive a 6% commission on each job or assignment retained by a new client and 4% on
19 regular clients. At the time of her termination, PLAINTIFF was owed commission based on jobs
20 she brought in for around \$1,000,000.

21 11. Two months before PLAINTIFF was wrongfully terminated, while PLAINTIFF
22 was at a BLUSKY's company gala, she was sexually harassed by her Regional Manager
23 KOONTZ. At first, a coworker came to PLAINTIFF and told her that KOONTZ was asking people
24 around for condoms. Minutes later, KOONTZ came towards PLAINTIFF, forcibly grabbed her
25 arm, and yelled at her "what the fuck are you doing" and "why are you asking about me." Feeling
26 deeply offended and humiliated, PLAINTIFF responded that she wasn't asking about him at all
27 and walked away from KOONTZ. Many BLUSKY's employees at the scene witnessed
28 KOONTZ's inappropriate behavior.

1 12. Around a week and half after the incident, PLAINTIFF made a complain about the
2 sexual harassment to Vice President Brian Edwards (“Edwards”). Edwards verbally apologized
3 for the incident and promised that he would take care of the incident which KOONTZ would be
4 sent to training classes.

5 13. However, nothing else was done about the incident, and PLAINTIFF was
6 terminated shortly after, which BLUSKY claimed it was due to her “performance.” To the
7 contrary, three weeks before her termination, PLAINTIFF just had a performance review where
8 she was given 100% and a raise.

9 14. When PLAINTIFF spoke to Human Resources Admin Lola Doe (“Lola”), Lola told
10 her “You should’ve come to me, and I would have helped.”

11 15. PLAINTIFF suffered from serious emotional distress as she placed trust in Edwards
12 to handle the situation but instead, she was terminated thereafter.

13 16. On January 29, 2024, PLAINTIFF complied with *Labor Code* §2699.3(a) in that
14 PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development
15 Agency (“LWDA”) and DEFENDANTS of the specific provisions of the labor Code alleged to
16 have been violated, including the facts and theories to support the alleged violation. As of the date
17 of filing this complaint, (more than 60 calendar days after PLAINTIFF’s LWDA letters were
18 mailed via certified mail), PLAINTIFF has not received any notification that the LWDA intended
19 to investigate the alleged violations.

20 17. On October 12, 2023, PLAINTIFF filed a complaint with the Department of Fair
21 Employment and Housing (“DFEH”) and obtained a Right to Sue letter on the same day.
22 PLAINTIFF herein with this Complaint serves DEFENDANTS with the DFEH complaint and
23 Right to Sue notices.

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1 **FIRST CAUSE OF ACTION**

2 **WRONGFUL TERMINATION**

3 **AND RETALIATION IN VIOLATION OF PUBLIC POLICY**

4 **(PLAINTIFF against BLUSKY and DOE 1 through 10)**

5 18. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
6 Complaint by reference as though fully set forth herein.

7 19. PLAINTIFF was employed by DEFENDANTS.

8 20. PLAINTIFF was wrongfully terminated and retaliated against by DEFENDANTS
9 in violation of public policy and the California Fair Employment and Housing Act ("FEHA") as a
10 result of PLAINTIFF's complaints about sexual harassment. *California Government Code* §12940
11 provides that it is against the law to sexually harass an employee and to retaliate against an
12 employee for complaining about the sexual harassment. These policies are also enumerated in
13 *Labor Code* §132(a), FEHA, the California and United States Constitutions, among other laws and
14 regulations.

15 21. DEFENDANTS' violations of public policy and FEHA described above were
16 substantial motivating reasons for the adverse employment actions taken against PLAINTIFF by
17 DEFENDANTS.

18 22. As a substantial result of DEFENDANTS' intentional acts in violation of public
19 policy and FEHA, PLAINTIFF was harmed. Specifically, PLAINTIFF lost income, and endured
20 emotional and mental damages, among other related damages. The exact amount of damage to
21 PLAINTIFF shall be proved at trial.

22 23. PLAINTIFF believes that DEFENDANTS' conducts described above were done
23 with malice, fraud and oppression and with conscious disregard for PLAINTIFF's rights and with
24 the intent, design and purpose to cause PLAINTIFF harm. As such, PLAINTIFF is also entitled to
25 punitive and exemplary damages.

26 24. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs,
27 among other damages against DEFENDANTS.

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1 **SECOND CAUSE OF ACTION**

2 **SEXUAL HARASSMENT – HOSTILE WORKING ENVIRONMENT**

3 **(PLAINTIFF against all DEFENDANTS)**

4 25. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
5 Complaint by reference as though fully set forth herein.

6 26. PLAINTIFF was, at all times relevant, an employee of DEFENDANTS and
7 KOONTZ was PLAINTIFF's supervisor.

8 27. PLAINTIFF was subjected to sexually harassing conduct because PLAINTIFF was
9 a woman.

10 28. The harassing conduct was severe and/or pervasive.

11 29. A reasonable woman in PLAINTIFF's circumstances would have considered the
12 work environment to be hostile, intimidating, offensive, oppressive, and/or abusive.

13 30. PLAINTIFF considered the work environment to be hostile, intimidating,
14 offensive, oppressive, and/or abusive.

15 31. A supervisor engaged in the conduct, and DEFENDANTS' supervisors and/or
16 agents knew or should have known the conduct and failed to take immediate and appropriated
17 corrective action.

18 32. As a result of KOONTZ's intentional acts and DEFENDANTS' failure to properly
19 act to protect PLAINTIFF, in violation of public policy, PLAINTIFF was harmed. Specifically,
20 PLAINTIFF lost income, and endured emotional and mental damages, among other related
21 damages. The exact amount of damage to PLAINTIFF shall be proved at trial.

22 33. PLAINTIFF believes that DEFENDANTS and its supervisory employee,
23 KOONTZ's conducts described above were done with malice, fraud and oppression and with
24 conscious disregard for PLAINTIFF's rights and with the intent, design and purpose to cause
25 PLAINTIFF harm. As such, PLAINTIFF is also entitled to punitive and exemplary damages.

26 34. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs,
27 among other damages against all DEFENDANTS.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO TAKE REASONABLE STEPS TO PREVENT HARASSMENT AND**

3 **RETALIATION IN VIOLATION OF GOVERNMENT CODE §12940 (k)**

4 **(PLAINTIFF against BLUSKY and DOE 1 through 10)**

5 35. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
6 Complaint by reference as though fully set forth herein.

7 36. PLAINTIFF was employed as an employee by DEFENDANTS.

8 37. PLAINTIFF was subject to harassment and retaliation in violation of public policy
9 in the course of employment.

10 38. DEFENDANTS failed to take all reasonable steps to prevent harassment and
11 retaliation. DEFENDANTS ignored PLAINTIFF's complaints about harassment and retaliation
12 and as a result by not doing anything, had condoned, ratified and participated in the acts causing
13 PLAINTIFF harm.

14 39. As a substantial result of DEFENDANTS' failure to take reasonable steps to
15 prevent harassment and retaliation, PLAINTIFF was harmed. The exact amount of damage to
16 PLAINTIFF shall be proved at trial.

17 40. In addition, PLAINTIFF is entitled to interest, penalties, attorney's fees and costs,
18 among other damages against DEFENDANTS.

19 **FOURTH CAUSE OF ACTION**

20 **NONPAYMENT OF WAGES**

21 **(PLAINTIFF against all DEFENDANTS)**

22 41. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
23 Complaint by reference as though fully set forth herein.

24 42. PLAINTIFF performed work for DEFENDANTS.

25 43. DEFENDANTS owes PLAINTIFF wages and bonus for uncompensated work
26 under the terms of the employment.

1 44. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been deprived
2 of wages in amounts to be proven at trial, and PLAINTIFF is entitled to recovery of such amounts
3 from DEFENDANTS plus interest, penalties and attorney's fees and costs.

4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

6 **IN VIOLATION OF LABOR CODE § § 226(a)(e)**

7 **(PLAINTIFF against all DEFENDANTS)**

8 45. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
9 Complaint by reference as though fully set forth herein.

10 46. *Labor Code* §226(a) requires employers to provide accurate itemized wage
11 statements for each wage payment. *Labor Code* §226(e) provides for a recovery of the greater of
12 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
13 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
14 aggregate penalty of four thousand dollars (\$4,000) (per employee).

15 47. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
16 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
17 withholdings, hours, wage rates, bonus, among other things.

18 48. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
19 damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties
20 promulgated under *Labor Code* §§226.

21 49. PLAINTIFF is also entitled to injunctive relief to ensure compliance with the
22 aforementioned *Labor Code* provision.

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

25 **IN VIOLATION OF LABOR CODE § 226.3**

26 **(PLAINTIFF against all DEFENDANTS)**

27 50. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
28 Complaint by reference as though fully set forth herein.

1 51. *Labor Code* §§226 and 226.3 provides for civil penalties against anyone who
2 violates *Labor Code* §226. *Labor Code* §226(a) requires employers to provide accurate itemized
3 wage statements for each wage payment. Specifically, *Labor Code* §226.3 provides a penalty of
4 two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
5 dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer
6 fails to provide the employee a wage statement in compliance with *Labor Code* §226.

7 52. DEFENDANTS failed to provide PLAINTIFF with complete and accurate wage
8 statements, willfully or intentionally. DEFENDANTS also failed to account for accurate
9 withholdings, hours, wage rates, bonus, among other things.

10 53. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
11 damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties
12 promulgated under *Labor Code* §§226 and 226.3.

13 **SEVENTH CAUSE OF ACTION**

14 **UNTIMELY PAYMENT OF WAGES**

15 **(PLAINTIFF against all DEFENDANTS)**

16 54. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
17 Complaint by reference as though fully set forth herein.

18 55. *Labor Code* §210(a) provides that any employer who fails to timely pay the wages
19 of each employee shall be subject to a penalty in the amount of one hundred dollars (\$100) per
20 employee per violation in an initial citation, and two hundred dollars per employee per employee
21 for each violation in a subsequent citation, or any willful and intentional violation, plus 25 percent
22 of the amount unlawfully withheld.

23 56. DEFENDANTS failed to timely pay PLAINTIFF all wages and bonus that are due
24 and payable for each pay period.

25 57. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
26 damage. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties.

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1 **EIGHTH CAUSE OF ACTION**

2 **UNLAWFUL WITHHOLDING OF WAGES**

3 **(PLAINTIFF against all DEFENDANTS)**

4 58. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
5 Complaint by reference as though fully set forth herein.

6 59. *Labor Code* §216 provides that it is a misdemeanor for an employer to “willfully
7 refuse to pay wages due and payable after demand has been made” or “falsely deny the amount or
8 validity thereof.”

9 60. *Labor Code* §225.5 provides a penalty of \$100 for an initial violation and \$200 for
10 any subsequent violation of §216 plus 25% of the withheld amount.

11 61. Upon termination by DEFENDANTS, PLAINTIFF was entitled by law to receive
12 all of PLAINTIFF’s wages and paycheck(s) immediately. DEFENDANTS also unlawfully
13 withheld the balance of earned wages and bonus. Moreover, these wages were demanded
14 thereafter.

15 62. As a result of DEFENDANTS’ aforementioned unlawful acts, PLAINTIFF
16 suffered damage. DEFENDANTS are subject to the penalty under *Labor Code* §225.5. The exact
17 amount of penalties will be proved at trial, and PLAINTIFF is entitled to such penalties plus
18 interest as required by law in addition to restitution of all wages earned but not paid.

19 **NINTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES**

21 **(PLAINTIFF against all DEFENDANTS)**

22 63. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
23 Complaint by reference as though fully set forth herein.

24 64. *Labor Code* §203 provides that “if an employer willfully fails to pay, without
25 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages
26 of an employee who is discharged or who quits, the wages of the employee shall continue as a
27 penalty from the due date thereof at the same rate until paid or until an action therefor is
28 commenced; but the wages shall not continue for more than 30 days.”

65. PLAINTIFF's employment with DEFENDANTS ended.

66. DEFENDANTS failed to pay PLAINTIFF all wages when due since PLAINTIFF's termination until the date of filing this Complaint.

67. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

68. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered damage. PLAINTIFF is entitled to recover from DEFENDANTS the statutory penalty wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to *Labor Code* sections 203, plus interest and attorney's fees in the amount to be proven at trial.

TENTH CAUSE OF ACTION

CALIFORNIA PRIVATE ATTORNEY GENERAL ACT

LABOR CODE § 2698

(PLAINTIFF against all DEFENDANTS)

69. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this Complaint by reference as though fully set forth herein.

70. PLAINTIFF and the other non-exempt employees are "aggrieved employees" as defined by *Labor Code* §2699(c) in that they are all current or former employees of DEFENDANTS, and one or more of the causes of action in this complaint was committed against PLAINTIFF and the aggrieved employees.

71. PLAINTIFF is a proper representative to bring a civil action on behalf of PLAINTIFF and other current and former employees of DEFENDANTS pursuant to the procedures specified in *Labor Code* §2699.3.

72. As such, PLAINTIFF and the aggrieved employees are entitled to civil penalties pursuant to *Labor Code* §558 and §2699(a), (f) and (g), cost, expenses, and attorneys' fees for violation of *Labor Code* Sections listed in this complaint.

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1 **ELEVENTH CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(PLAINTIFF against all DEFENDANTS)**

4 73. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
5 Complaint by reference as though fully set forth herein.

6 74. DEFENDANTS owe, and at all times relevant owed, a duty to their employees to
7 provide a safe, non-discriminating, non-retaliatory and harassment-free work environment, to
8 make sure that its supervisors take action against employees practicing workplace discrimination,
9 retaliation, and harassment, to make sure supervisors and managers look after the safety of
10 employees during their watch, to pay employees proper wages when due, and to provide them with
11 proper wage statements.

12 75. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

13 76. DEFENDANTS' breach was and is the actual and proximate cause of
14 PLAINTIFF's harm.

15 77. As a substantial result of DEFENDANTS' negligent acts, PLAINTIFF was harmed.
16 The exact amount of damage to PLAINTIFF shall be proved at trial.

17 **TWELFTH CAUSE OF ACTION**

18 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

19 **(PLAINTIFF against all DEFENDANTS)**

20 78. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
21 Complaint by reference as though fully set forth herein.

22 79. DEFENDANTS owe, and at all times relevant owed, a duty to their employees to
23 provide a safe, non-discriminating, non-retaliatory and harassment-free work environment, to
24 make sure that its supervisors take action against employees practicing workplace discrimination,
25 retaliation, and harassment, to make sure supervisors and managers look after the safety of
26 employees during their watch, to pay employees proper wages when due, and to provide them with
27 proper wage statements.

28 80. DEFENDANTS breached this duty to PLAINTIFF as highlighted above.

1 81. DEFENDANTS’ breach was and is the actual and proximate cause of
2 PLAINTIFF’s harm.

3 82. As a result of this negligence, PLAINTIFF suffered and continues to suffer serious
4 emotional distress in the form of suffering, anguish, fright, horror, nervousness, grief, anxiety,
5 worry, shock, humiliation, shame, embarrassment, and depression. This was a foreseeable result
6 of DEFENDANTS’ negligence.

7 **THIRTEENTH CAUSE OF ACTION**

8 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

9 **(PLAINTIFF against all DEFENDANTS)**

10 83. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
11 Complaint by reference as though fully set forth herein.

12 84. DEFENDANTS hired KOONTZ.

13 85. KOONTZ became unfit and incompetent to perform the work for which KOONTZ
14 were hired.

15 86. DEFENDANTS knew or should have known of KOONTZ became unfit and
16 incompetent to perform the work, and KOONTZ created a particular risk to others.

17 87. KOONTZ’s unfitness and incompetence harmed PLAINTIFF.

18 88. DEFENDANTS’ negligence in hiring, supervising and retaining of KOONTZ was
19 a substantial factor in causing PLAINTIFF’s harm. The exact amount of damage to PLAINTIFF
20 shall be proved at trial.

21 **FOURTEENTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE EMPLOYMENT DOCUMENTS**

23 **(PLAINTIFF against all DEFENDANTS)**

24 89. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
25 Complaint by reference as though fully set forth herein.

26 90. *Labor Code* §226(b) states that “(b) An employer that is required by this code or
27 any regulation adopted pursuant to this code to keep the information required by subdivision (a)
28 shall afford current and former employees the right to inspect or receive a copy of records

1 pertaining to their employment, upon reasonable request to the employer. The employer may take
2 reasonable steps to ensure the identity of a current or former employee. If the employer provides
3 copies of the records, the actual cost of reproduction may be charged to the current or former
4 employee.”

5 91. *Labor Code* §432 provides that “If an employee or applicant signs any instrument
6 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
7 request.”

8 92. *Labor Code* §1198.5 provides that “The employer shall make the contents of those
9 personnel records available for inspection to the current or former employee, or his or her
10 representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days
11 from the date the employer receives a written request, unless the current or former employee, or
12 his or her representative, and the employer agree in writing to a date beyond 30 calendar days to
13 inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
14 employer’s receipt of the written request. Upon a written request from a current or former
15 employee, or his or her representative, the employer shall also provide a copy of the personnel
16 records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days
17 from the date the employer receives the request, unless the current or former employee, or his or
18 her representative, and the employer agree in writing to a date beyond 30 calendar days to produce
19 a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the
20 employer’s receipt of the written request.”

21 93. On October 12, 2023, PLAINTIFF requested DEFENDANTS to produce
22 PLAINTIFF’s personnel file, all W2 information, all wage related documents, and all signed
23 documents.

24 94. DEFENDANTS failed to provide PLAINTIFF with complete employment records,
25 including, but not limited to, the Business Development Manager Compensation Plan, among other
26 things.

27 95. As a result of DEFENDANTS’ aforementioned unlawful act, PLAINTIFF suffered
28 damage.

1 to PLAINTIFF, which DEFENDANTS have received from improperly billing clients and cheating
2 of employees in terms of their hours reported as having been worked but not paid.

3 103. Pursuant to the provisions of §17203 of the California Business and Professions
4 Code, this Court should issue an injunction prohibiting DEFENDANTS from engaging in the
5 foregoing unfair, deceptive, and misleading business practices.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS, and DOES 1
8 through 20 inclusive, as follows:

9 1. General and compensatory damages in an amount to be subject to proof at trial to
10 the extent permitted by law;

11 2. Liquidated damages (if applicable);

12 3. Special damages;

13 4. Emotional distress damages;

14 5. Civil and statutory penalties (including under PAGA where applicable);

15 6. Restoration of all money PLAINTIFF lost that DEFENDANTS have collected by
16 the use of the unfair, deceptive, and misleading business practices described as in unfair business
17 practices cause of action;

18 7. Injunctive relief prohibiting DEFENDANTS from engaging in the unfair,
19 deceptive, and misleading business practices described as in unfair business practices cause of
20 action;

21 8. Declaration that DEFENDANTS' business practices are unfair within the meaning
22 described as in unfair business practices cause of action;

23 9. Punitive and exemplary damages;

24 10. Pre-judgment interest;

25 11. Costs of lawsuit herein incurred;

26 12. Attorneys' fees; and

27 13. For an award of such other and further equitable and legal relief as this Court may
28 deem appropriate.

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4 Dated: February 27, 2024

BITTON & ASSOCIATES

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8 Ophir J. Bitton, Esq.
9 Lei Wei, Esq.
Attorneys for Plaintiff,
Veronica Godinez

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Dated: February 27, 2024



Complaint
Veronica Godinez v. BluSky Restoration Contractors, LLC, et al.
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