

Samvel Setyan, Esq. (SBN 325831)

SETYAN LAW, APC

750 E. Green Street, Suite 310

Pasadena, California 91101

Telephone: (213) 618-3655

Facsimile: (213) 460-1429

Attorney for Plaintiff,

CITLALI CALZADA

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

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

CITLALI CALZADA, an individual,

Plaintiff,

v.

MI PIACE LLC, a California limited liability
company; ARMEN SHIRVANIAN, an
individual; and DOES 1 through 20, inclusive,

Defendants.

Case No. **24STCV10397**

COMPLAINT FOR DAMAGES FOR:

- 1. DISCRIMINATION IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 2. HARASSMENT IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
- 4. FAILURE TO PREVENT
DISCRIMINATION, HARASSMENT AND
RETALIATION IN VIOLATION OF
GOV'T CODE §12940(k);**
- 5. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
- 6. FAILURE TO PAY WAGES (CAL. LABOR
CODE §§201, 1194);**
- 7. FAILURE TO PROVIDE REST PERIODS
(CAL. LABOR CODE §226.7);**
- 8. FAILURE TO PROVIDE ITEMIZED
WAGE AND HOUR STATEMENTS (CAL.
LABOR CODE §226, ET SEQ.);**
- 9. WAITING TIME PENALTIES (CAL.
LABOR CODE §§201-203);**
- 10. PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §2699, ET SEQ);**

1 11. UNFAIR COMPETITION (BUS. & PROF.
2 CODE §17200 ET SEQ.);

3 12. BATTERY;

4 13. ASSAULT;

5 14. SEXUAL BATTERY (CIVIL CODE
6 §1708.5);

7 15. INTENTIONAL INFLICTION OF
8 EMOTIONAL DISTRESS; AND

9 16. NEGLIGENT SUPERVISION
10 RETENTION;

11 DEMAND OVER \$25,000

12 [DEMAND FOR JURY TRIAL]

13 COMES NOW PLAINTIFF, CITLALI CALZADA, and for causes of action against the
14 Defendants and each of them, alleges as follows:

15 **JURISDICTION**

16 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
17 because Defendants' obligations and liability arise therein, because Defendants maintain offices and
18 transact business within Los Angeles County, and because the work that is the subject of this action was
19 performed by Plaintiff in Los Angeles County.

20 **THE PARTIES**

21 2. Plaintiff, CITLALI CALZADA, is and at all times relevant hereto was a resident of the
22 County of Los Angeles, State of California.

23 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
24 hereto, Defendant MI PIACE LLC (hereinafter referred to as "Employers") was and is a California
25 limited liability company doing business at 25 E Colorado Blvd., in the city of Pasadena, in the County
26 of Los Angeles, State of California.

27 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
28 hereto, Employers owned and operated a private restaurant.

1 5. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
2 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
3 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
4 persons and are therefore subject to the jurisdiction of this Court.

5 6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
6 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
7 Commission Order No. 5-2001, and are each an "employer or other person acting on behalf of an
8 employer" as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

9 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
10 hereto, Defendant ARMEN SHIRVANIAN, was and is an individual resident of the County of Los
11 Angeles, State of California, and is hereinafter individually referred to by last name or as the
12 "INDIVIDUAL DEFENDANT." The INDIVIDUAL DEFENDANT was Employers' owner, manager,
13 corporate agent, supervisor, and/or employee.

14 8. The true names and capacities, whether individual, corporate, associate, or otherwise, of
15 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
16 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
17 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
18 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
19 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
20 alleged hereinafter.

21 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
22 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
23 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
24 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
25 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
26 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

27 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
28 of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANT, acted

1 in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
2 compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so,
3 including pursuant to Government Code §12940(i). Plaintiff is further informed and believes, and based
4 thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20
5 and the INDIVIDUAL DEFENDANT, and each of them, formed and executed a conspiracy or common
6 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged
7 herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff
8 harm.

9 11. Whenever and wherever reference is made in this complaint to any act or failure to act by
10 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
11 and/or failures to act by each Defendant acting individually, jointly and severally.

12 12. Plaintiff has filed complaints of discrimination, harassment, retaliation, failure to prevent
13 discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, and
14 wrongful termination under Government Code §§12940, et seq., the California Fair Employment and
15 Housing Act (“FEHA”) with the California Civil Rights Department, formerly known as the California
16 Department of Fair Employment and Housing (“DFEH”), and has satisfied Plaintiff’s administrative
17 prerequisites with respect to these and all related filings.

18
19 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

20 13. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
21 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
22 defendants have ceased to exist.

23 14. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
24 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,
25 but not limited to because:

26 a. Employers are completely dominated and controlled by one another and DOES 1-
27 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
28

1 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
2 accomplish some other wrongful or inequitable purpose.

3 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
4 through one another's unlawful conduct, and by using one another as the funding source for their own
5 personal expenditures.

6 c. Employers and DOES 1-20, while really one and the same, were segregated to
7 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
8 accomplishing some other wrongful or inequitable purpose.

9 d. Employers do not comply with all requisite corporate formalities to maintain a
10 legal and separate corporate existence.

11 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
12 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
13 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
14 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
15 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of
16 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
17 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
18 existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice
19 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

20 15. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the
21 fiction of their separate corporate existence must be disregarded.

22 16. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
23 thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
24 enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services
25 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
26 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
27 Defendants' business was and is conducted.

17. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL ALLEGATIONS

18. On or about August 1, 2022, Employers hired Plaintiff to work as a hostess. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before Plaintiff was constructively wrongfully terminated on or about January 27, 2024.

19. Between August 1, 2022 and January 27, 2024, Plaintiff's hourly wage rate was \$21.00. During this time period, Plaintiff's fixed schedule was four to six days per week, for approximately 6 to 7 hours per day.

20. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion thereof.

21. Throughout Plaintiff's employment, Plaintiff suffered from pervasive sexual harassment from her supervisor and the owner of the restaurant, SHIRVANIAN.

22. SHIRVANIAN fostered an environment where sexual harassment was tolerated and embraced. In or around January 2023, Nathan Doe, a server, slapped Plaintiff's buttocks at a company function. The next day, Plaintiff reported Nathan's actions to her supervisors Angela Doe ("Angela") and Judith Doe.

23. Nathan Doe was not fired, and on information and belief, not admonished in manner. For an entire month thereafter, Nathan would follow Plaintiff around the restaurant, try and talk to her, and

1 get aggressive with Plaintiff when Plaintiff would ignore his advances. Only after a month of this behavior
2 was Nathan Doe finally terminated.

3 24. Throughout Plaintiff's employment, SHIRVANIAN would approach Plaintiff from the
4 back and twirl or pull her hair. SHIRVANIAN would regularly consume alcohol during work. When
5 sober, SHIRVANIAN would caress or pull Plaintiff's hair softly, however, when under the influence of
6 alcohol, SHIRVANIAN would pull Plaintiff's hair harder.

7 25. In or around March 2023, Plaintiff complained to the general manager, Angela, about
8 SHIRVANIAN playing with and pulling Plaintiff's hair. Angela informed Plaintiff that she could not do
9 anything about it since SHIRVANIAN was the owner of the restaurant and that Plaintiff should ask him
10 to stop directly.

11 26. Thereafter, Plaintiff asked SHIRVANIAN to stop playing with or pulling on her hair.
12 SHIRVANIAN laughed and said he would stop. SHIRVANIAN did stop for about a month or two, but
13 started pulling on Plaintiff's hair again thereafter, especially when under the influence of alcohol. Because
14 of SHIRVANIAN's behavior, Plaintiff felt compelled to cut her hair. SHIRVANIAN completely stopped
15 pulling or caressing Plaintiff's hair only after Plaintiff cut her hair.

16 27. Throughout Plaintiff's employment, SHIRVANIAN would comment on Plaintiff's
17 appearance and show her clothing that he wanted her to wear. When Plaintiff wore a short dress,
18 SHIRVANIAN would comment "CiCi you look sexy" or "CiCi you look hot."

19 28. SHIRVANIAN would also often approach Plaintiff and put his hand on her back, leaving
20 it there for an uncomfortably long time. As a result of this behavior, Plaintiff became weary of anyone
21 walking behind her.

22 29. On or about December 23, 2023, SHIRVANIAN snuck up behind Plaintiff and lifted her
23 skirt, exposing her buttocks. When Plaintiff turned around and confronted SHIRVANIAN,
24 SHIRVANIAN simply laughed and said he was just trying to "pinch her back."

25 30. Unable to continue working in an environment rife with sexual harassment, Plaintiff had
26 no choice but to quit on January 27, 2024. Thus, Plaintiff was constructively terminated on that date.

27 31. Plaintiff's termination was substantially motivated by Plaintiff's gender, sex, and
28 engagement in protected activities.

1 32. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
2 Defendants' officers, directors and/or managing agents, including, but not limited to SHIRVANIAN and
3 those identified herein as DOES 1 through 20, who were authorized and empowered to make decisions
4 that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents
5 and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge
6 of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and
7 approved by managing agents whose precise identities are unknown to Plaintiff at this time and are
8 therefore identified and designated herein as DOES 1 through 20, inclusive.

9 33. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general
10 and special damages, including severe and profound pain and emotional distress, anxiety, depression,
11 headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological
12 counseling and treatment, and past and future lost wages and benefits.

13 34. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
14 commissions, benefits and loss or diminution of earning capacity.

15 35. Plaintiff claims general damages for emotional and mental distress and aggravation in a
16 sum in excess of the jurisdictional minimum of this Court.

17 36. Because the acts taken toward Plaintiff were carried out by officers, directors and/or
18 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard
19 of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages
20 be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
21 Court.

22
23 **FIRST CAUSE OF ACTION**
24 **FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
25 **AGAINST EMPLOYERS**

26 37. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
27 though set forth in full herein.

1 38. At all times hereto, the FEHA was in full force and effect and was binding upon
2 Defendants and each of them.

3 39. As such term is used under FEHA, “on the bases enumerated in this part” means or
4 refers to discrimination on the bases of one or more of the protected characteristics under FEHA.

5 40. FEHA requires Defendants to refrain from discriminating against an employee on the
6 basis of gender, sex, and engagement in protected activities. Plaintiff was a member of multiple
7 protected classes as a result of Plaintiff’s gender, sex, and engagement in protected activities.

8 41. At all times relevant hereto, Plaintiff was performing competently in the position
9 Plaintiff held with Defendants.

10 42. Plaintiff suffered the adverse employment actions of unlawful harassment,
11 discrimination, failure to investigate, remedy, and/or prevent discrimination, and termination, and was
12 harmed thereby.

13 43. Plaintiff is informed and believes that Plaintiff’s gender, sex, and engagement in
14 protected activities under Government Code §12926(j) were motivating reasons and/or factors in the
15 decisions to subject Plaintiff to the aforementioned adverse employment actions.

16 44. Said conduct violates the FEHA, and such violations were a proximate cause in
17 Plaintiff’s damage as stated below.

18 45. The damage allegations of Paragraphs 33 through 36, inclusive, are herein incorporated
19 by reference.

20 46. The foregoing conduct of Defendants individually, or by and through their officers,
21 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
22 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
23 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff’s
24 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
25 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

26 47. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
27 attorneys’ fees and costs, including expert fees pursuant to the FEHA.

SECOND CAUSE OF ACTION
FOR HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.
AGAINST ALL DEFENDANTS

48. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as though set forth in full herein.

49. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants and each of them.

50. As such term is used under FEHA, "on the bases enumerated in this part" means or refers to harassment on the bases of one or more of the protected characteristics under FEHA.

51. These laws set forth in the preceding paragraph require Defendants to refrain from harassing, or creating, or maintaining a hostile work environment against an employee based upon the employee's gender, sex, and engagement in protected as set forth hereinabove.

52. Defendants' harassing conduct was severe or pervasive, was unwelcome by Plaintiff, and a reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile or abusive.

53. Defendants violated the FEHA and the public policy of the State of California which is embodied in the FEHA by creating a hostile work environment and harassing Plaintiff because of Plaintiff's gender, sex, and engagement in protected activities and/or some combination of these protected characteristics, as set forth hereinabove.

54. The above said acts were perpetrated upon Plaintiff by a supervisor, and/or Defendants knew or should have known of the conduct but failed to take immediate and appropriate corrective action.

55. The above said acts of Defendants constitute violations of the FEHA and violations of the public policy of the State of California. Such violations were a proximate cause in Plaintiff's damage as stated below.

56. The damage allegations of Paragraphs 33 through 36, inclusive, are herein incorporated by reference.

1 57. The foregoing conduct of Defendants individually, or by and through their officers,
2 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
3 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
4 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
5 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
6 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

7 58. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
8 attorneys' fees and costs, including expert fees pursuant to the FEHA.

9
10 **THIRD CAUSE OF ACTION**
11 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
12 **AGAINST EMPLOYERS**

13 59. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
14 though set forth in full herein.

15 60. At all times hereto, the FEHA was in full force and effect and was binding upon
16 Defendants and each of them.

17 61. These laws set forth in the preceding paragraph require Defendants to refrain from
18 retaliating against an employee for engaging in protected activity.

19 62. Plaintiff engaged in the protected activities of complaining about and protesting
20 Defendants' discriminatory and harassing conduct towards Plaintiff based upon Plaintiff's gender, sex,
21 and engagement in protected activities.

22 63. Plaintiff suffered the adverse employment actions of unlawful harassment,
23 discrimination, failure to investigate, remedy, and/or prevent discrimination, and termination, and was
24 harmed thereby.

25 64. Plaintiff is informed and believes that Plaintiff's conduct of complaining about and
26 protesting Defendants' discriminatory and harassing conduct, and/or some combination of these
27 factors, were motivating reasons and/or factors in the decisions to subject Plaintiff to the
28 aforementioned adverse employment actions.

1 65. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff
2 for attempting to exercise Plaintiff's protected rights, as set forth hereinabove.

3 66. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
4 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or
5 at the direction of, each other Defendant and the other Managers.

6 67. The above said acts of Defendants constitute violations of the FEHA, and were a
7 proximate cause in Plaintiff's damage as stated below.

8 68. The damage allegations of Paragraphs 33 through 36, inclusive, are herein incorporated
9 by reference.

10 69. The foregoing conduct of Defendants individually, or by and through their officers,
11 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
12 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
13 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
14 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
15 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

16 70. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
17 attorneys' fees and costs, including expert fees pursuant to the FEHA.

18
19 **FOURTH CAUSE OF ACTION**
20 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION**
21 **IN VIOLATION OF GOV'T CODE §12940(k)**
22 **AGAINST EMPLOYERS**

23 71. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
24 though set forth in full herein.

25 72. At all times hereto, the FEHA, including in particular Government Code §12940(k),
26 was in full force and effect and was binding upon Defendants. This subsection imposes a duty on
27 Defendants to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation
28 from occurring. As alleged above, Defendants violated this subsection and breached their duty by

1 failing to take all reasonable steps necessary to prevent discrimination, harassment and retaliation from
2 occurring.

3 73. The above said acts of Defendants constitute violations of the FEHA, and were a
4 proximate cause in Plaintiff's damage as stated below.

5 74. The damage allegations of Paragraphs 33 through 36, inclusive, are herein incorporated
6 by reference.

7 75. The foregoing conduct of Defendants individually, or by and through their officers,
8 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
9 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
10 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
11 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
12 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

13 76. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
14 attorneys' fees and costs, including expert fees pursuant to the FEHA.

15
16 **FIFTH CAUSE OF ACTION**
17 **FOR WRONGFUL TERMINATION**
18 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
19 **AGAINST EMPLOYERS**

20 77. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as
21 though set forth in full herein.

22 78. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
23 and was binding on Defendants. This law requires Defendants to refrain, among other things, from
24 discriminating against any employee on the basis of gender, sex, and engagement in protected
25 activities, and from retaliating against any employee who engages in protected activity. At all times
26 mentioned in this complaint, Article I, Section 8 of the California Constitution was in full force and
27 effect and binding on Defendants. This law requires Defendants to refrain from disqualifying a person
28 from pursuing employment on the basis of race, color, national origin, or sex.

1 79. At all times mentioned in this complaint, it was a fundamental policy of the State of
2 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
3 gender, sex, and engagement in protected activities.

4 80. Plaintiff believes and thereon alleges that Plaintiff's gender, sex, and engagement in
5 protected activities with respect to these protected classes, and/or some combination thereof, were
6 factors in Defendants' conduct as alleged hereinabove.

7 81. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's
8 employment on the basis of gender, sex, and engagement in protected activities, Plaintiff's complaining
9 of harassment and discrimination due to these protected classes, Plaintiff's engagement in protected
10 activity, and/or some combination of these factors, were a proximate cause in Plaintiff's damages as
11 stated below.

12 82. The above said acts of Defendants constitute violations of the Government Code and
13 the public policy of the State of California embodied therein as set forth above. Defendants violated
14 these laws by discriminating and retaliating against Plaintiff and terminating Plaintiff's employment in
15 retaliation for exercise of protected rights.

16 83. The damage allegations of Paragraphs 33 through 36, inclusive, are herein incorporated
17 by reference.

18 84. The foregoing conduct of Defendants individually, or by and through their officers,
19 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
20 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
21 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
22 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
23 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

SIXTH CAUSE OF ACTION
FOR FAILURE TO PAY WAGES DUE
LABOR CODE §§201, 1182.12, 1194, 1194.2
AGAINST EMPLOYERS

85. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

86. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants routinely failed to pay Plaintiff for hours worked beyond eight in a day or 40 per week.

87. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

88. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

89. Labor Code §558(a) provides that any person acting on behalf of an employer who violates, or causes to be violated, any statute or provision regulating hours and days of work in any order of the Industrial Welfare Commission pay a civil penalty in the amount of \$50 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting on behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

90. In addition to the unpaid wages, Plaintiff is entitled to civil penalties in this amount stated above based upon Defendants' underpayment of minimum and overtime wages. Within the one year immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor Code §558 on 26 pay periods, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants are penalized \$100.00 each, for a total due in Labor Code §558 penalties of \$2,550.00.

SEVENTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE REST BREAKS
LABOR CODE §§226.7
AGAINST EMPLOYERS

91. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

92. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

93. In the four years last past, Plaintiff regularly worked in excess of five hours per day, and was thereby entitled to take two 10-minute rest periods on each day of work.

94. Defendants failed and refused to provide Plaintiff with rest periods, and failed to compensate Plaintiff for rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001, as follows:

a. From approximately August 1, 2022 to January 27, 2024, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 390 days (5 days per week for 78 weeks).

95. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

a. From approximately August 1, 2022, to January 27, 2024, Defendants failed to provide Plaintiff with the statutory rest period on approximately 390 separate days. Consequently, Plaintiff is owed one hour of pay at \$21.00 for each day, or \$8,190, plus interest thereon, for unpaid rest periods.

b. Thus, rest period compensation owing Plaintiff for this time period is \$8,190.00.

1 96. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for rest breaks as
2 a direct and proximate result of Defendants' failure and refusal to pay said compensation.

3 97. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
4 such amounts in the combined amount of \$8,190.00, pursuant to Labor Code §226.7(b), plus interest
5 thereon and costs of suit.

6
7 **EIGHTH CAUSE OF ACTION**
8 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
9 **LABOR CODE §§226 ET SEQ.**
10 **AGAINST EMPLOYERS**

11 98. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
12 though set forth in full herein.

13 99. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
14 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
15 total deductions and net wages earned. An employer who violates these code sections is liable to its
16 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
17 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
18 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
19 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
20 at all.

21 100. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates
22 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
23 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

24 101. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
25 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
26 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
27 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
28 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly

1 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying
2 Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not
3 one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none
4 of the required information, including hours actually worked.

5 102. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

6 103. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
7 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
8 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
9 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
10 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
11 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
12 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
13 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

14 104. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code
15 §226 approximately 26 times during the one year preceding the filing of this complaint. Consequently,
16 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
17 amount of \$4,000.00, whichever is greater.

18 105. In addition thereto, for Defendant's 26 violations, Defendants are penalized \$50.00 for the
19 first violation, and the remainder of which Defendants are penalized \$100.00 each, for a total due in Labor
20 Code §226.3 penalties of \$2,550.00.

21 106. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
22 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
23 applicable provisions, as well as attorneys' fees and costs.

1 **NINTH CAUSE OF ACTION**
2 **FOR WAITING TIME PENALTIES**
3 **LABOR CODE §§201-203**
4 **AGAINST EMPLOYERS**

5 107. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
6 though set forth in full herein.

7 108. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
8 other compensation due immediately upon termination or within 72 hours of resignation, as required.
9 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
10 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
11 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
12 203.

13 109. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
14 203.

15 110. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
16 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
17 more than \$3,944.00 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate.

18 111. Based on Defendants' conduct as alleged herein, Defendants are liable for \$3,944.00 in
19 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
20 fees and costs.

21
22 **TENTH CAUSE OF ACTION**
23 **FOR PRIVATE ATTORNEY GENERAL ACT**
24 **LABOR CODE §2699**
25 **AGAINST EMPLOYERS**

26 112. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
27 though set forth in full herein.
28

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

4 114. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
5 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
6 previously pleaded in this Complaint.

7 115. More than 63 calendar days before filing this Complaint, Plaintiff provided written notice
8 by certified mail to the Labor and Workforce Development Agency and to Defendants of the specific
9 provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of
10 Labor Code §2699.3(a). These violations included Labor Code §§ 201, 202, 203, 226, 226.7, 226.8, 510,
11 512, 1174, 1182.12, 1194, 1194.2, and 1197, each of which is enumerated among the serious violations
12 set forth in Labor Code §2699.5.

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

16 117. As a direct and proximate result of Defendants' California Labor Code violations as set
17 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per
18 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
19 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
20 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
21 provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

22 118. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
23 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

ELEVENTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
AGAINST EMPLOYERS

119. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

120. Defendants' violations of 8 Code of Regulations §11050, Industrial Welfare Commission Order No. 5-2001, Labor Code §§201-203, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198.5, 2699, and other applicable provisions, as alleged herein, including Defendants' failure and refusal to pay minimum wages, overtime wages, Defendants' failure to provide meal and rest breaks, Defendants' failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely manner upon termination or resignation, and Defendants' failure to maintain complete and accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

121. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

122. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from Plaintiff.

TWELFTH CAUSE OF ACTION
FOR COMMON LAW BATTERY
AGAINST ALL DEFENDANTS

123. Plaintiff re-allege and incorporates by reference the previous paragraphs, inclusive, as though set forth in full herein.

124. A person is liable for battery if the person intentionally caused a harmful or offensive touching of another person.

1 125. As alleged herein, SHIRVANIAN acted with intent to cause a harmful or offensive
2 touching of Plaintiff, and a harmful and offensive touching of Plaintiff resulted.

3 126. As alleged herein, SHIRVANIAN repeatedly solicited, encouraged, enabled, and
4 conspired with one another and DOES 1-20 to act with intent to cause a harmful or offensive touching of
5 Plaintiff, and a harmful and offensive touching of Plaintiff repeatedly resulted.

6 127. At all times when committing the aforementioned batteries, SHIRVANIAN was acting, at
7 least in part, in the course and scope of his employment with Employer Defendants.

8 128. The above said acts of SHIRVANIAN were a proximate cause in Plaintiff's damage as
9 stated below.

10 129. The damage allegations of the previous Paragraphs, inclusive, are herein incorporated by
11 reference.

12 130. The foregoing conduct of Defendants individually, or by and through their managing
13 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried
14 on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff
15 to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice,
16 oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount
17 appropriate to punish or make an example of Defendants.

18
19 **THIRTEENTH CAUSE OF ACTION**
20 **FOR COMMON LAW ASSAULT**
21 **AGAINST ALL DEFENDANTS**

22 131. Plaintiff re-allege and incorporate by reference the previous paragraphs, inclusive, as
23 though set forth in full herein.

24 132. A person is liable for assault if the person intentionally threatened another person causing
25 a reasonable apprehension of an imminent harmful or offensive bodily contact.

26 133. As alleged herein, SHIRVANIAN each acted with intent to threaten Plaintiff with an
27 imminent harmful or offensive bodily contact and caused Plaintiff a reasonable apprehension of such
28 contact.

1 134. As alleged herein, SHIRVANIAN repeatedly solicited, encouraged, enabled, and
2 conspired with one another and DOES 1-20 to act with intent to threaten Plaintiff with an imminent
3 harmful or offensive bodily contact and repeatedly caused Plaintiff a reasonable apprehension of such
4 contact.

5 135. At all times when committing the aforementioned batteries, SHIRVANIAN was acting, at
6 least in part, in the course and scope of his employment with Employer Defendants.

7 136. The above said acts of Defendants were a proximate cause in Plaintiff's damage as stated
8 below.

9 137. The damage allegations of the previous Paragraphs, inclusive, are herein incorporated by
10 reference.

11 138. The foregoing conduct of Defendants individually, or by and through their managing
12 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried
13 on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff
14 to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice,
15 oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount
16 appropriate to punish or make an example of Defendants.

17
18 **FOURTEENTH CAUSE OF ACTION**

19 **FOR SEXUAL BATTERY IN VIOLATION OF CIVIL CODE §1708.5 ET SEQ.**

20 **AGAINST ALL DEFENDANTS**

21 139. Plaintiff re-allege and incorporate by reference the previous Paragraphs, inclusive, as
22 though set forth in full herein.

23 140. At all times hereto, Civil Code §1708.5 was in full force and effect and was binding upon
24 Defendants and each of them. Under Civil Code §1708.5, a person is civilly liable for sexual battery if
25 the person acted with the intent to cause harmful or offensive contact with an intimate part of another,
26 and a sexually offensive contact results.

27 141. As alleged herein, SHIRVANIAN repeatedly acted with intent to cause harmful or
28 offensive contact with an intimate part of Plaintiff, and a sexually offensive and harmful contact resulted.

1 At the time of their sexual batteries upon Plaintiff, SHIRVANIAN was acting at least in part in the course
2 and scope of his employment with Employer Defendants, and Employer Defendants, by and through
3 SHIRVANIAN and DOES 1-20, repeatedly ratified SHIRVANIAN's sexual batteries upon Plaintiff.

4 142. The above said acts of Defendants constitute violations of Civil Code §1708.5, and were
5 a proximate cause in Plaintiff's damage as stated below.

6 143. The damage allegations of the previous Paragraphs, inclusive, are herein incorporated by
7 reference.

8 144. Pursuant to Civil Code §1708.5(c), Plaintiff requests an award of punitive damages, in
9 addition to general and special damages.

10 145. Pursuant to Civil Code §1708.5(c) and this court's statutory authority to award any other
11 relief the court deems proper, Plaintiff requests a reasonable award of attorneys' fees and costs, including
12 expert fees, and any other relief the court deems proper.

13
14 **FIFTEENTH CAUSE OF ACTION**
15 **FOR COMMON LAW INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
16 **AGAINST ALL DEFENDANTS**

17 146. Plaintiff re-allege and incorporate by reference the previous Paragraphs, inclusive, as
18 though set forth in full herein.

19 147. A person is liable for intentional infliction of emotional distress if his or her conduct is
20 outrageous; the person either intended to cause another emotional distress or acted with reckless disregard
21 of the probability that the other person would suffer emotional distress; the other person suffered severe
22 emotional distress; and the conduct was a substantial factor in causing the emotional distress.

23 148. As alleged herein, Defendants, and each of them, engaged in extreme and outrageous
24 conduct against Plaintiff, including but not limited to assaults, batteries, and sexual harassment, and
25 retaliating against Plaintiff in response to her efforts to stop their outrageous, improper, and illegal
26 conduct.

27 149. Defendants, and each of them, intended to cause, or acted in reckless disregard of the
28 probability of causing, emotional distress to Plaintiffs.

1 150. The conduct of Defendants and each of them, proximately caused Plaintiff severe
2 emotional suffering and distress.

3 151. The damage allegations of the previous Paragraphs, above, are herein incorporated by
4 reference.

5 152. The foregoing conduct of Defendants individually, or by and through their managing
6 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried
7 out by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff
8 to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice,
9 oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount
10 appropriate to punish or make an example of Defendants.

11
12 **SIXTEENTH CAUSE OF ACTION**
13 **FOR COMMON LAW NEGLIGENT SUPERVISION AND RETENTION**
14 **AGAINST EMPLOYERS**

15 153. Plaintiff re-allege and incorporate by reference the previous Paragraphs, inclusive, as
16 though set forth in full herein.

17 154. An employer is liable for negligent supervision or retention of an employee if the employer
18 knew or should have known that the employee created a particular risk to others; that the employee
19 harmed the Plaintiff, and that the employer's negligence in supervising or retaining the employee was a
20 substantial factor in causing the Plaintiff's harm.

21 155. Employer Defendants owed Plaintiff a duty of reasonable care to supervise their
22 employees and to take reasonable steps to prevent them from threatening or injuring Plaintiffs.

23 156. Employer Defendants further owed Plaintiff a duty of reasonable care to discharge from
24 employment employees who had threatened or injured or were reasonably likely to threaten or injure
25 others with whom they came into contact at work, including Plaintiffs.

26 157. Employer Defendants had reason to know that SHIRVANI and Nathan Doe created a
27 risk or threat of injury to Plaintiff, as alleged herein, due to Plaintiff's complaints of their behavior,
28

1 including but not limited to SHIRVANIAN's repeated sexual harassment of Plaintiff, and his solicitation
2 and ratification by Employers.

3 158. Employers breached their duties by failing to properly supervise or control SHIRVANIAN
4 and Nathan Doe; and by failing to terminate their employment so that Plaintiff could work in a
5 reasonably safe environment.

6 159. The damage allegations of the previous Paragraphs, inclusive, are herein incorporated by
7 reference.

8 160. The foregoing conduct of Defendants, by and through its officers, directors and/or
9 managing agents, was intended by Defendants to cause injury to the Plaintiff or was despicable conduct
10 carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected
11 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute
12 malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in
13 an amount appropriate to punish or make an example of Defendants.

14
15
16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount
18 according to proof:

19 1. For a money judgment representing compensatory damages including lost wages,
20 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,
21 together with interest on these amounts; for other special damages; and for general damages for mental
22 pain and anguish and emotional distress and loss of earning capacity;

23 2. For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less
24 than \$2,550.00;

25 3. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
26 in the amount of no less than \$8,190.00;

27 4. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;
28

1 5. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
2 less than \$2,550.00;

3 6. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
4 than \$3,944.00;

5 7. For statutory penalties pursuant to Labor Code §2699(f), in on Plaintiff's own behalf, and
6 similar amounts on behalf of all of Defendants' aggrieved employees;

7 8. For prejudgment interest on each of the foregoing at the legal rate from the date the
8 obligation became due through the date of judgment in this matter.

9 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
10 amount according to proof, as follows:

11 9. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
12 condemning Defendants' discriminatory practices;

13 10. For injunctive relief barring Defendants' discriminatory employment policies and
14 practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

15 11. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
16 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

17 12. For injunctive relief compelling Defendants to report to federal and state authorities wages
18 earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching
19 funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all
20 this in an amount according to the proof;

21 13. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
22 Code and/or any other basis;

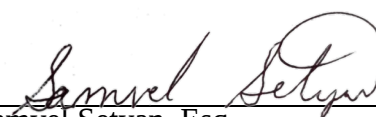
23 14. For post-judgment interest; and

24 15. For any other relief that is just and proper.

25 DATED: April 25, 2024

SETYAN LAW, APC

26
27 By:



Samuel Setyan, Esq.
Attorney for Plaintiff
CITLALI CALZADA

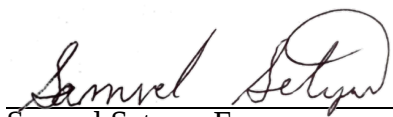
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JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: April 25, 2024

SETYAN LAW, APC

By: 

Samvel Setyan, Esq.
Attorney for Plaintiff
CITLALI CALZADA