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Superior Court of California
County of Los Angeles

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SANTA MONICA COURTHOUSE

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

LAURA MARIA COTENESCU,

Plaintiff,

vs.

ESTHETIC EYES, INC.; ESTHETIC

ENHANCEMENTS INC.; CAROLYN LEE

LEWIS; & DOES 1 through 25, inclusive,

Defendants.

Case No.: 23SMCV01078

**FIRST AMENDED COMPLAINT
AND DEMAND FOR JURY TRIAL**

1. Retaliation for Reporting Violations of Law
- Labor Code Section §1102.5;
2. Wrongful Termination in Violation of Public
Policy;
3. Theft of Money or Property under
- California Penal Code Section 496
4. Unfair Business Practices – Bus. & Prof.
Code §17200;
5. Fraud and Deceit in violation of - Civil Code
1709-1710;1534;
6. Negligence Per Se for Violating Statutes;
7. Negligence (common law and Cal. Civ.
Code 1714) Causing Employment Damages
and Mental and/or emotional distress;
8. Breach of oral and/or implied contract
9. Breach of Implied Covenant of Good Faith
and Fair Dealing;
10. Failure to Provide Workers Compensation
Benefits -Labor Code §§ 3700.5 & 3722(f);
11. Intentional Infliction of Emotional Distress;
12. Assault;
13. California Civil Code Section 52.1
14. Defamation;
15. Retaliation. In Violation of California
Occupational Safety and Health Act (Cal-

FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

- OSHA), Labor Code section 6399.7;
16. Retaliation. In Violation of California Labor Code Section § 6311;
17. Forcing Employees to Sign Illegal Agreement, California Labor Code Section § 432.5;
18. Intimidation -42 U.S. Code § 3617
19. Misclassification of Employee as an Independent Contractor;
20. Declaratory Judgement (CCP § 1060) Piercing the Corporate Veil;
21. Request for Declaratory and Injunctive Relief (CCP § 1060; 42 USC 2000e-5(g))

FIRST AMENDED COMPLAINT

Plaintiff Laura Maria Cotenescu (herein at all times “PLAINTIFF”), In Pro Per, brings this First Amended Complaint against the above-named DEFENDANTS Does 1-25 and alleges as follows:

INTRODUCTION

1. This action arises out of a pattern of deceptive, fraudulent business practices, breach of duty and breach of the covenant of good faith and fair dealing that deprive PLAINTIFF of owed salary, civil and labor rights and benefits by various schemes of oppression, retaliation and intentional infliction of harm, wrongfully conducted by the DEFENDANTS Does 1-25 in their role as directors, managers, officers, and shareholders of various incorporate entities (hereinafter at all times “Businesses”)

2. PLAINTIFF as a creditor of the Businesses is bringing this action to plead the Court to apply the doctrine of piercing of the veil of limited liability to hold the shareholders and owner responsible for the unlawful attempts to defraud PLAINTIFF.

3. The sole purpose of DEFENDANTS Does 1-25 behaviour was to avoid the obligations rendered against the Businesses to assure fair-trade, and good-faith business practices in a healthy, and safe environment. The DEFENDANTS Does 1-25 behaviour was to use the Businesses to break the law, to achieve various wrongful results by intermingling assets contrary to the good faith principle, to commit fraud, to avoid their obligations to pay fair-trade just wages

1 and debts rendered against the Businesses and ultimately, to deprive others of their legal rights,
2 for DEFENDANTS Does 1-25 personal gain.

3 4. The Businesses the DEFENDANTS Does 1-25 jointly owned and operated in order to
4 perpetrate the schemes that will be described in this First Amended Complaint are the following:
5 ESTHETIC-EYES INC. (hereinafter at all times “ESTHETIC-EYES”) and ESTHETIC
6 ENHANCEMENTS INC. (hereinafter at all times “ESTHETIC-ENHANCEMENTS”). Each of
7 these Businesses operated as a corporation during the times relevant to this action.

8 5. In light of DEFENDANTS Does 1-25 continuous use of chicanery to avoid legal, civil
9 and financial obligations of their Businesses, which they owned, managed, and controlled,
10 DEFENDANTS Does 1-25 have abused the corporation form and forfeit their privilege of
11 benefitting from the legal protection offered by the corporate veil.

12 6. Thus, PLAINTIFF prays this Court to pierce the corporate veil and to hold
13 DEFENDANTS Does 1-25 liable for the various debts owed by the Businesses and the unlawful
14 acts of fraud, misclassification, discrimination, intimidation, intentional infliction of harm, and
15 retaliation that the DEFENDANTS Does 1-25 recurred to against PLAINTIFF for taking
16 protected actions.

17 **JURISDICTION AND VENUE**

18 7. Jurisdiction is proper because PLAINTIFF worked for DEFENDANTS Does 1-25 in the
19 State of California, and all actions relevant to this Complaint occurred in the State of California.
20 Venue is proper because PLAINTIFF is informed and believes and thereon alleges, that
21 DEFENDANTS ESTHETIC-EYES INC, ESTHETIC ENHANCEMENTS INC. and LEWIS,
22 and/or DEFENDANTS Does 1-25, were doing business in the County of Los Angeles, State of
23 California. PLAINTIFF worked in the County of Los Angeles, the relevant actions set forth
24 herein occurred in the County of Los Angeles, and the County of Los Angeles is where
25 DEFENDANTS’s Does 1-25 records relevant to the alleged unlawful practices are maintained
26 and administered.

27 8. Subject matter in this action is properly heard in this Court, as the action incorporates an
28 amount in controversy as set forth in the Complaint, which exceeds \$25,000.00.

1 9. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS Does 1-25
2 are employers subject to suit in that DEFENDANTS Does 1-25 are doing business in the State of
3 California, County of Los Angeles.

4 **PARTIES**

5 10. Plaintiff Laura Maria Cotenescu (hereinafter at all times “Cotenescu” or “PLAINTIFF”)
6 is and at all times relevant was an employee of ESTHETIC-EYES INC. and an individual
7 residing in the County of Los Angeles, State of California.

8 11. PLAINTIFF is an individual who responded to a job advertisement clearly offering a
9 full-time job position, on an 8-hour schedule, outlining a Front-Desk Receptionist/Personal
10 Assistant duties and responsibilities in a small medical office as a typical employee. PLAINTIFF
11 was misled and wilfully misclassified during the interview to be classified at first as an exempt
12 employee and later as an independent contractor. However, in disregard of PLAINTIFF’s and
13 DEFENDANTS verbal agreements at the interview and the corporation legal duty, the
14 PLAINTIFF was wilfully deceived and misclassified by the DEFENDANTS to hold a variety of
15 positions during her 6-months employment with DEFENDANTS, including, but not limited to,
16 Business Assistant, Accountants Assistant, Office Manager, Medical Insurance Superbill
17 Assistant, Medical Insurance Claims Assistant, Contracts & Insurance Administrator, as well as
18 being assigned to perform duties as a Home and Car Insurance Broker, Tech Assistant, Home
19 Organizer and Decorator in the corporation Owner’s home attic, garage, yard and bedroom, as
20 well as other duties serving the corporations owner's personal gain, while the owner’s expenses
21 were paid using company funds to pay for PLAINTIFF’s regular working hours as a Front-Desk
22 receptionist only. At the end of PLAINTIFF’s employment with DEFENDANTS, PLAINTIFF
23 was earning \$30 per hour. PLAINTIFF was wilfully and repeatedly discriminated, oppressed,
24 intimidated, and intentionally inflicted harm upon by the DEFENDANTS for reporting protected
25 activities violations, deceiving business practices, false advertisements, misclassification,
26 deceitful promises, demotion, entrapments and harassment for refusal to engage in illegal
27 activities and was oppressed, threatened, intimidated, extorted and robbed of her earned money
28 denied her salary by oppression, threats, intimidation, assault and extortion by the

1 DEFENDANTS who violated the corporate form and legal duties under the veil of two
2 corporations.

3 12. Defendant ESTHETIC-EYES INC. (hereinafter at all times “ESTHETIC-EYES”) is a
4 California Corporation, providing ocularist services, with its principal place of business located
5 in the County of Los Angeles. DEFENDANTS Does 1-25 operated until July 2023 a small
6 medical office facility at 9615 Brighton Way, Suite 313 Beverly Hills, CA 90210 (hereinafter at
7 all times “BH-Office “) and upon verbal and written advertisement by the Defendant and DOES
8 1-25, also operated a second small medical office at 4239 Navajo Street, Toluca Lake, CA 91602
9 (hereinafter at all times “Archives “or “TL-Attic Business Center”), where PLAINTIFF worked
10 as a front-desk receptionist/personal assistant for this corporation. ESTHETIC-EYES INC. was
11 terminated on July 13, 2023. At all times relevant to this action, ESTHETIC-EYES was a
12 corporation incorporated in the State of California, doing business in the County of Los Angeles,
13 State of California, subject to suit before this Court and PLAINTIFF’s employer.

14 DEFENDANTS Does 1-25 around October-December 2023 operated a new facility for
15 ESTHETI-EYES INC. Patients/Clients by providing the ocularist services under the veil of
16 “ESTHETIC-ENHANCEMENTS INC.” at a new location in a backroom rented space of a
17 Pharmacy named “Concierge IV NUTRITION”, located at 9667 Brighton Way, Beverly Hills,
18 CA, 90210.

19 13. Defendant ESTHETIC ENHANCEMENTS INC. (hereinafter at all times “ESTHETIC-
20 ENHANCEMENTS”) is a California Corporation, providing fillers services, with its principal
21 place of business located in the County of Los Angeles. DEFENDANTS Does 1-25 operated
22 until July 2023 a facility at 9615 Brighton Way, Suite 313 Beverly Hills, CA 90210 (hereinafter
23 at all times “BH-Office “) and upon verbal and written advertisement by the Defendants Does 1-
24 25 also operated at a second facility at 4239 Navajo Street, Toluca Lake, CA 91602 (hereinafter
25 at all times “Archives or “TL-Attic Business Center”), where PLAINTIFF worked as a front-
26 desk receptionist for this corporation. DEFENDANTS Does 1-25 around October-December
27 2023 operated a new facility for “ESTHETIC-ENHANCEMENTS” in a backroom rented space
28 at a Pharmacy named “Concierge IV NUTRITION”, a new location at 9667 Brighton Way,

1 Beverly Hills, CA, 90210. At all times relevant to this action, ESTHETIC-ENHANCEMENTS
2 was a corporation incorporated in the State of California, doing business in the County of Los
3 Angeles, State of California, where PLAINTIFF was looped, involuntarily compelled to work
4 without compensation and subject to suit before this Court.

5 14. Defendant CAROLYN LEE LEWIS (hereinafter at all times “CAROLE LEWIS-
6 STOLPE” or “Dr. Lewis” or “LEWIS” or “Carole”) is and at all times mentioned in this
7 Complaint was the senior Ocularist, self-proclaimed Doctor employed by ESTHETIC-EYES, as
8 well as self-proclaimed Nurse Practitioner employed by ESTHETIC-ENHANCEMENTS who,
9 upon information and belief, resides in the County of Los Angeles, State of California. At all
10 times relevant LEWIS was the supervisor, owner, hiring director, manager, shareholder, sole
11 proprietor, sole officer, president, chief executive officer (CEO) of ESTHETIC EYES INC. and
12 ESTHETIC ENHANCEMENTS INC. At all times relevant LEWIS operated these two
13 Businesses jointly at the BH-Office and the TL-Attic Business Center, in the County of Los
14 Angeles, State of California. At all relevant times, LEWIS introduced herself to the PLAINTIFF
15 as a doctor, the employer, supervisor, ocularist, and owner of ESTHETIC-EYES and was who
16 trained and evaluated PLAINTIFF’s daily assigned work duties and tasks. At all relevant times,
17 LEWIS interviewed, hired, employed, and paid the PLAINTIFF as a front-desk receptionist and
18 personal assistant only for ESTHETIC-EYES INC.

19 15. At all times relevant to this action, LEWIS was the supervisor, owner, hiring director,
20 manager, shareholder, sole proprietor, sole officer, president, chief executive officer (CEO) of
21 each of the Businesses that LEWIS operated jointly and not separated from the BH-Office as
22 well as her home address where the TL-Attic Business Center is located at, in the County of Los
23 Angeles, State of California subject to suit before this Court as PLAINTIFF’s employer.

24 16. The true names and capacities, whether individual, corporate, associate, or otherwise, of
25 DEFENDANTS Does 1-25, inclusive, are at this time unknown to PLAINTIFF, who therefore
26 sues said DEFENDANTS Does 1-25 by such fictitious names. PLAINTIFF asks leave to amend
27 this complaint to reflect their true names and capacities when the same have been ascertained.
28 DEFENDANTS Does 1-25 are herein sued under fictitious names.

1 17. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS Does 1-
2 25 are business organizations of unknown form who were the employers of PLAINTIFF.
3 PLAINTIFF is informed and believes, and thereon alleges, that each of said DEFENDANTS
4 Does 1-25 is responsible, jointly, and severally, for the events and injuries described herein and
5 caused damages thereby as alleged herein.

6 18. PLAINTIFF is informed and believes and thereon alleges that there exists, and always
7 relevant to this complaint there existed, a unity of interests between certain of the
8 DEFENDANTS Does 1-25 such that any individuality and separateness between these certain
9 DEFENDANTS has ceased, and those certain DEFENDANTS are the alter ego of the other
10 certain DEFENDANTS and exerted control over each other. Adherence to the fiction of the
11 separate existence of these certain DEFENDANTS as an entity distinct from other certain
12 DEFENDANTS will permit an abuse of the corporate privilege and would sanction fraud and/or
13 promote injustice.

14 19. PLAINTIFF is informed and believes and thereon alleges that at all times mentioned in
15 this Complaint, DEFENDANTS Does 1-25 were the agents and employees of their co-
16 defendants, and in doing the things alleged in this Complaint were acting within the course and
17 scope of such agency and employment and acted in such a manner as to ratify the conduct of
18 their co-defendants. PLAINTIFF is informed and believes and thereon alleges that each
19 DEFENDANT aided and abetted each other such that the principal is liable for the acts of each
20 DEFENDANT.

21 20. PLAINTIFF is informed and believes, and thereon alleges, that at all times relevant
22 herein, DEFENDANTS Does 1-25 were and is the predecessor-in-interest, successor-in-interest,
23 shareholder, sole proprietor, sole officer, agent, counsellor, employer, servant, partner,
24 stakeholder, franchise and/or joint venture and/or corporation of each of the other
25 DEFENDANTS Does 1-25, inclusive.

26 21. PLAINTIFF is informed and believes, and thereon alleges, that at all times relevant
27 herein, DEFENDANTS Does 1-25, acted within the scope of its authority within such agency,
28 employment, service, partnership, joint venture or single enterprise, counselling services,

1 stakeholders, franchise and/or corporation and with the permission and consent of each
2 DEFENDANT and/or relationships with the other DEFENDANTS Does 1-25.

3 22. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS Does 1-
4 25 are liable for the torts, jointly, and severally, for the events and injuries described herein, that
5 caused Physical, Mental, Emotional Distress and other wrongs that PLAINTIFF alleged herein
6 and that such DEFENDANTS Does 1-25 proximately caused PLAINTIFF's damages. As a direct
7 and proximate result of the unlawful actions of DEFENDANTS Does 1-25, PLAINTIFF has
8 suffered, and continues to suffer from civil theft, intimidation, extortion, and loss of earnings in
9 amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
10 Court.

11 **FACTUAL ALLEGATIONS**

12 23. **ESTHETIC-EYES OPERATION AND BUSINESS PRACTICES:** ESTHETIC-
13 EYES was a provider in non-surgical ocularist services through its Board Certified Ocularist
14 CAROLE LEWIS-STOLPE boldly engaged in a pattern of deceitful and unfair trade business by
15 false advertisement of job positions, misclassification, coercion, harassment, discrimination,
16 retaliation, and intimidation of its workforce. The misclassification is a form of a systemic wage
17 theft, deceitful and unlawful business practices, for hidden occupational violations of health,
18 safety, labor and civil right, of the PLAINTIFF and with grievous consequences for workers,
19 law-abiding businesses, and the public alike.

20 24. ESTHETIC-EYES as described on its webpage "operates a 50-years old, two-generations
21 business" providing custom services to its Patients/Clients, addressed as Patients (hereinafter at
22 all times "Patients/Clients"). ESTHETIC-EYES offers prosthetic eyes services in the structure
23 and organization form of a medical office, where the Patients/Clients call to request a
24 consultation, schedule an initial appointment or a follow-up visit for prosthetic eye treatments.
25 ESTHETIC-EYES pledges to its Patients/Clients: "The Finest in Artificial Eyes Treatment....
26 Totally Realistic! Our Beverly Hills practice caters to the most discerning clientele who
27 appreciate our legacy of excellence, discretion, and service".
28

25. ESTHETIC-EYES boldly engaged in deceitful advertising, fraud, and unfair business practices, by various form of oppression, retaliation and intimidation of its workforce. The services provided at ESTHETIC-EYES as advertised to the PLAINTIFF at her job initiation, were provided to its Patients/Clients through work done by the following workers:

- a) Board Certified Ocularist in the person of CAROLE LEWIS-STOLPE
- b) Laboratory Technicians in the person of Blanca Ocampo (hereinafter at all times “Blanca” or “Ocampo” or “TECH 1”) and Celia (hereinafter at all times “high-end Technician” or “out of the county Technician” or TECH 2” or “Celia”)
- c) Two office workers, as front-desk receptionists in the persons of Angela (hereinafter at all times “Angela”) and PLAINTIFF.
- d) Supervisor, executive assistant, conflict mediator and performance evaluator Alexia Loehde (herein at all times “Alexia”)

26. ESTHETIC-EYES above-mentioned workers perform traditional jobs in the structure of a small medical office customer services, under state and local laws. Everyone performs duties and tasks assigned, controlled, directed, and evaluated by LEWIS, as follows:

- a. The Laboratory Technician under LEWIS’ assignment, direction and control was witnessed by PLAINTIFF to be moulding and maintaining prosthesis, sanitizing, and organizing the laboratory, creating, and maintaining the Patients/Clients work and digital boxes on an 8-hour shift. However, PLAINTIFF witnessed Ocampo being removed by LEWIS from the laboratory position, demoted, and assigned work by LEWIS, in LEWIS’s home personal gain projects as a housekeeper, maid, home decorator, bedroom organizer, packer, mover, medication caretaker, silver shining maintenance and home cleaning worker while on schedule and paid with checks from ESTHETIC-EYES as the business’s Laboratory Technician.
- b. The Front-Desk receptionists under LEWIS’s training, direction, daily assignments, control, and evaluation, performed specific office tasks, customer representatives’ services, and medical office Patients/Clients services. Front-desk receptionist job description includes task like answering calls, scheduling daily incoming of calls and

1 emails, reflecting LEWIS messages to patients, maintaining, and organizing office charts,
2 record visits payments, taking dictations, typing and drafting basic forms, ordering
3 supplies, and maintaining LEWIS's schedule. However, under deceitful Businesses
4 practices, PLAINTIFF was classified by LEWIS both as an exempt-employee and an
5 independent contractor while expected to work on an 8-hour shift on assigned tasks.
6 PLAINTIFF was deceitfully demoted, and involuntarily assigned work unrelated to a
7 front-desk receptionist position by LEWIS, in LEWIS's home personal interest as an attic
8 organizer, helper decorator, insurance Brooker, assistant to Alexia's assigned projects,
9 electronics tech support, medication tracker, currier, driver, packer, and ESTHETIC-
10 ENHANCEMENTS accreditation clerk, while on schedule and paid with checks from
11 ESTHETIC-EYES as the Front-Desk receptionist and personal assistant for ESTHETIC-
12 EYES.

13 c. Board Certified Ocularist CAROLE LEWIS-STOLPE was generally referred to and by
14 patients as a doctor LEWIS. LEWIS assigns and supervises tasks for both PLAINTIFF
15 and Ocampo and signs their pay checks. According to LEWIS' documentation submitted
16 to the American Nurses Credentialing Center for reaccreditation, LEWIS started working
17 for ESTHETIC-EYES INC. on around 1988. Since ESTHETIC-EYES business was
18 operated in Beverly Hills, in around 2017, LEWIS has used the Businesses egos in order
19 to engage in repeated efforts to avoid corporate and personal debt obligations and to this
20 day misclassified as independent contractors over five front-desk receptionists.

21 d. Supervisor, executive assistant, conflict mediator and performance evaluator Alexia under
22 LEWIS's training, direction, and daily assigned duties and tasks was instructing
23 PLAINTIFF of home "electronics", home and car insurance replacement, Nurse
24 Accreditation organization, mediator in regards to complains about patients HIPPA charts
25 violations and at the end of PLAINTIFF's employment was made responsible by LEWIS
26 to review and approve PLAINTIFF's last two owe salaries, to address contract
27 negotiations and was a participant in accusing the PLAINTIFF of poor work performance
28 through an extortion letter sent to PLAINTIFF by LEWIS, as an intimidating condition in

exchange of PLAINTIFF's owed money that LEWIS and Alexia were aware and engaged in civil theft robbing PLAINTIFF of money.

27. LEWIS unjustly demoting some of its employees to work during regular working hours at LEWIS's home and for her personal gain, while the expenses were paid using company funds to pay for PLAINTIFF's work. LEWIS deprived PLAINTIFF and these other four employees of a healthy and safe work environment, free of chemicals and firearm intimidations, hostility, harassment, oppression, and misclassification. This deceitful businesses practices have benefitted LEWIS and were done to oppress and avoid obligations to its workers, the law-abiding businesses, and the public alike.

28. ESTHETIC-EYES employed PLAINTIFF by advertising a full-time 8-hour shift job, interviewing its workers, assigning them tasks, maintaining an evaluation system that rates each worker, and each task, requiring them to work on an 8-hour shift at an office. ESTHETIC-EYES provides a wide range of ocularist services at the highest prices to its Patients/Clients, and its workers are the employees who provide part of these services. PLAINTIFF did not negotiate with, contract with, or receive payment for wages from Clients. Rather, these workers only have a relationship with ESTHETIC-EYES and are paid for their services by ESTHETIC-EYES.

29. ESTHETIC-EYES charges its Patients/Clients some of the most expensive prices for ocularist services but declines to use any of this money to comply with employment laws that benefit its Workers. ESTHETIC-EYES separately contracts with its Patients/Clients and charges them for the services ESTHETIC-EYES provides. Between July 13, 2023, and November 2023 Patient/Clients serviced at ESTHETIC-EYES have been given appointment and have been provided services by LEWIS under the "shell company" ESTHETIC-ENHANCEMENTS.

30. LEWIS's abuse of the corporate went out of proportions since operating in the office on Brighton Way in Beverly Hills in around 2020. PLAINTIFF asserts and believes that the DEFENDANTS fraudulently misclassified and deceived into working for LEWIS's two separate businesses and private home, while the expenses were paid using company from ESTHETIC-EYES, at least four other misclassified employees, misclassified as independent contractors, in direct contravention of California Law.

31. LEWIS operated all of the Businesses, with complete domination and control, as alter egos, Using the Businesses as a sword and shield and DEFENDANTS actions, and omissions over the past years, have resulted in PLAINTIFF and these other employees suffering financial loss, loss of wages, benefits and damages remedies.

32. PLAINTIFF believes that if ESTHETIC-EYES business model is allowed to take root, hundreds of thousands of front-desk receptionists and personal assistants for corporations in or out of the medical practices in California risk illegal reclassification to the detriment of the workers, their families, businesses that comply with the law, and the public at large. Recognizing the serious problem of employee misclassification, the California Legislature enacted Assembly Bill 5 (“A.B. 5”). (Assem. Bill No. 5 (2019-2020 Reg. Sess.)) A.B. 5 codified and extended the California Supreme Court’s Dynamex decision. Under California law, workers are generally presumed to be employees unless the hiring entities can overcome this presumption by affirmatively establishing each of the three factors embodied in the strict “ABC” test. LEWIS could not overcome this presumption with respect to PLAINTIFF’S position as a front-desk receptionist when LEWIS received from PLAINTIFF complains about violations of A.B.5 law around November 2022 as ESTHETIC-EYES entire business is to supply staff to fill traditional front desk receptionist employee positions by the model of a medical office business.

33. ESTHETIC-EYES unlawful and ultimately wilful misclassification of PLAINTIFF requires to receive the full compensation, protections, and benefits guaranteed under the law, to restore a level playing field for competing businesses, and to preserve jobs and hard-won worker protections for all Californians.

FACTS COMMON TO ALL CAUSES OF ACTION

34. **PLAINTIFF’s Protected Status:** PLAINTIFF is an immigrant of European origin, who in January 2021 became an American Citizen. Moreover, PLAINTIFF informed the DEFENDANTS Does 1-25 during the job interview and at other various times throughout her employment that she’s been diagnosed, suffers, and has been treated for Post Traumatic Stress Disorder and assault by a previous doctor employer.

35. **PLAINTIFF's Interview with LEWIS:** PLAINTIFF responded to a job advertisement on the Indeed job search platform for an 8-hour day shift, Full-Time job position as a Front-Desk Receptionist/Personal Assistant for a small medical practice ESTHETIC-EYES in Beverly Hills. The job advertisement offered an hourly rate salary between \$20-\$30 an hour. The job advertised required patients' general medical office front-desk receptionist responsibilities and three general personal assistant duties, listed as "any experience... with QuickBooks... and photo-taking skills ...accounting the total finances based on patients' payments for the month after appointments". ESTHETIC-EYES advertised as operating a small medical practice that provided patient services by "answering the office phone, assign patients appointments ... based on the Doctor's calendar".

36. On around July 25, 2022, ESTHETIC-EYES receptionist Angela called PLAINTIFF on behalf of LEWIS, requesting PLAINTIFF to schedule an interview with LEWIS.

37. On Tuesday, July 26, 2022, during a Zoom interview, the PLAINTIFF and LEWIS first went over the Indeed job advertisement, in detail, over each one of the responsibilities required for the performance of the job and PLAINTIFF's level of experience with the required job position advertised.

38. LEWIS asked PLAINTIFF if she would be willing, besides the Beverly Hills Office, to work a few days a week at ESTHETIC-EYES's second office near Universal Studios, stating that: "it's a business center and the archives, where the charts are kept and need to be organized". PLAINTIFF was not told by LEWIS that the second office near Universal Studios, the TL-Office was, in fact, LEWIS's home nor that the charts were stored in LEWIS's cluttered garage.

39. LEWIS asked PLAINTIFF about the reasons she has not worked in the medical field for over six years and PLAINTIFF answered that she was sexually assaulted by Dr. Liu and that assault "caused her to suffer, social anxiety, and extreme fear that led to having to spend many years in therapy being treated for post-traumatic stress disorder, unable to join the medical field since..."

40. LEWIS asked PLAINTIFF if she would be willing to be trained to learn OfficeAlly, to print checks on QuickBooks to assist the accountants, and for what salary she would like to be

1 hired for the described position. PLAINTIFF considering being untrained in some of the above-
2 mentioned tasks chose the lower rate offered on the advertisement, of \$25 hourly.

3 41. LEWIS asked PLAINTIFF stating, “do you have experience working as an exempt-
4 employee paying your own taxes”. PLAINTIFF in good faith answered that she worked as an
5 exempt employee before. LEWIS proceeded to say” I downsized my business and can’t pay
6 employees taxes, but I’d like to hire you as a 1099. I need someone as soon as possible, ... How
7 soon can you start?” PLAINTIFF answered she could start working on Thursday.

8 42. PLAINTIFF was not explained by LEWIS the difference between and exempt-employee
9 and an independent contractor. LEWIS did not mention how a 1099 would be different than the
10 position advertised and applicable to the tasks discussed and agreed prior. PLAINTIFF was only
11 told she will need to pay her own taxes, was classified as an exempt-employee first and then as
12 an Independent Contractor and was given the schedule for her first day at ESTHETIC-EYES as a
13 front desk receptionist.

14 43. **PLAINTIFF’s Employment with ESTHETIC-EYES:** PLAINTIF was hired by and
15 employed with DEFENDANTS on or about July 28, 2022, through FEBRUARY 13, 2023, as a
16 Front-Desk Receptionist/Personal Assistant for ESTHETIC-EYES. At all relevant times,
17 PLAINTIFF was employed and worked for ESTHETIC-EYES at 9615 Brighton Way, Suite 313
18 Beverly Hills, CA 90210 (“BH-Office “) and at 4239 Navajo Street, Toluca Lake, CA 91602
19 (“TL-Attic Business Center”). PLAINTIFF’s direct supervisor was CAROLE LEWIS-STOLPE.

20 44. **PLAINTIFF’s Job Duties as a Front-Desk Receptionist/ Personal Assistant:** On
21 Thursday, July 28, 2022, PLAINTIF started her training with Angela to work as a full-time front-
22 desk receptionist/personal assistant for ESTHETIC-EYES. Upon that first day of hire it was
23 agreed that PLAINTIFF would work a Full-Time job of 40 hours per week on an eight-hour shift,
24 Monday through Thursday 9 am -5 pm, Fridays between 10 am - 6 pm, would have the parking
25 in Beverly Hills paid by the business and would be paid by LEWIS every 1st and 15th of the
26 month with checks from ESTHETIC-EYES.

27 45. PLAINTIFF was instructed as part of her job duty by LEWIS to execute and provide, as
28 conditions of being paid her wages, a breaking down report of hours worked (herein at all times

1 “Timekeeping” or” record of hours worked”) for every pay period PLAINTIFF worked. LEWIS
2 required PLAINTIFF to provide her Timekeeping each 1st and 15th of each month, for the entire
3 employment period, and many times demanded PLAINTIFF to text and ask for TECH 1
4 Timekeeping. PLAINTIFF was instructed and provided for LEWIS her Timekeeping by emailing
5 the office and then printing a copy for LEWIS’s revision. PLAINTIFF was not instructed on
6 tracking over-time on her Timekeeping and was not directed by LEWIS to track to be paid for
7 over time. PLAINTIFF did not had placed in any of the offices any notice about the time and
8 place of payment of wages. PLAINTIFF emailed LEWIS into the office email every
9 Timekeeping record for every pay period, except the February 1st -13th that was given in hand
10 writing due to LEWIS the laptop and PLAINTIFF’s office documents from her desk before the
11 wrongful termination discharge.

12 46. PLAINTIFF was instructed as part of her job duty by LEWIS to prepare, each 1st and
13 15th of each month, a list of all office expenses and due bills (hereing at all times “Due Bills”),
14 and on which was required to include the PLAINTIFF’s and TECH 1 due wages and to sum a
15 total for LEWIS’s review. After LEWIS reviewed and approved what was due to pay, then
16 PLAINTIFF was instructed and directed on what to print checks for using QuickBooks. Only
17 after 1 up to 3 days of reviewing and approving the amount for each check, LEWIS signed the
18 printed checks and then demanded PLAINTIFF to attach her Timekeeping and file it in the
19 accountant’s files for end of year tax preparation (herein at all times “Red bag”) where
20 PLAINTIFF was asked to file all ESTHETIC-EYES records and receipts necessary for the
21 accountants. First week in August PLAINTIFF’s notebook disappeared from her desk, and she
22 was very distressed trying to recall her worked hours for that week. PLAINTIFF asked and
23 neither LEWIS nor Ocampo could account for its relocation. Around beginning of October 2022
24 while unpacking boxed with charts for the TL-Office, PLAINTIFF found her missing notebook
25 in LEWIS’s car trunk, to what it looked to be hidden and stuck on the side under some groceries

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27 bags. PLAINTIFF’s been told by a previous employee that LEWIS has the habit of going
28 through employees paperwork and desk to mess things up to distress the employee.

47. End of August 2022 and around the second time doing the above-mentioned duties, while filling on her own the copies of the checks paid to PLAINTIFF and Ocampo, PLAINTIFF notice that she was the only employee who LEWIS demanded to provide the Timekeeping and attached it to the check copy, even though Ocampo has been asked and was paid the same way with checks printed on QuickBooks, her Timekeeping records were never attached not found into the accountants filling folder. PLAINTIFF noticed this differential treatment also in the office email history for both Angela and Ocampo, whom had Timekeeping records emailed into the office and their checks copies had no attachment reflecting any record of hours-worked and were not filled inside the “Red bag”. PLAINTIFF thought that maybe she was tested, while in training for being new, so she disregarded the differential treatment in good faith.

48. **PLAINTIFF’s Job Performance:** During the first time printing the checks and filling the copies of the checks paid to PLAINTIFF and Ocampo, PLAINTIFF noticed and brought to LEWIS’s attention that Ocampo has been paid twice for a previous period with two different checks. Both Ocampo and LEWIS seemed surprised at PLAINTIFF performance and ability to track the error just on her first try doing it by herself. PLAINTIFF has often been praised by Patients/Clients and TECH-2 for her caring nature and willingness to help and do a good job.

49. On the first day working at ESTHETIC-EYES on July 28, 2022, LEWIS told PLAINTIFF that “everyone eats their lunch while working”. PLAINTIFF witnessed Angela eating her lunch while being often asked questions, given new tasks or instructions during her lunch break. PLAINTIFF was not instructed until October 5th and did not add on her Timekeeping the meal breaks.

50. Between July 28, 2022, and October 5th, 2022, PLAINTIFF worked while eating and/or being interrupted while eating her lunches by LEWIS all her meal breaks. PLAINTIFF was also not explained nor sent to take the ten-minute lawful breaks and did not took those breaks until February 1st, 2023.

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51. On Tuesday, August 2nd, 2022, PLAINTIFF was requested to work overtime, leading to a nine-hours shift, without any breaks. No over-time payment was given by LEWIS to neither

1 PLAINTIFF or TECH 1 even though both often worked overtime. At the end of the day, LEWIS
2 required PLAINTIFF and TECH 1 to come in earlier at 8:30am. PLAINTIFF was willing to do a
3 good job and thinking she was in a training period did not asked questions.

4 52. Between July 28, 2022, and November 7, 2022, a total of twenty-three days were worked
5 over-time at the hourly rate of \$25 an hour by PLAINTIFF, who provided the demanded
6 Timekeeping to be reviewed by LEWIS before paying PLAINTIFF.

7 53. Between November 8, 2022, and February 13, 2023, a total of thirty-four days were
8 worked over-time at the hourly rate of \$30 an hour by PLAINTIFF, who provided the demanded
9 Timekeeping to be reviewed by LEWIS before paying PLAINTIFF.

10 54. LEWIS often asked PLAINTIFF to start recording LEWIS's notes before even getting to
11 unpack and sit at her desk, while LEWIS was preparing her breakfast, or sitting by the fireplace,
12 or having her coffee. PLAINTIFF was often encroached on her labor right, in uncivil and
13 oppressive way but at first thought about LEWIS as a grandmother who needed more attention.

14 55. On August 3, 2022, while helping LEWIS pack her car in BH-Office, LEWIS kept
15 PLAINTIFF talking for about a half-hour unpaid overtime. During this time, LEWIS promised
16 PLAINTIFF "a raise coming to you very soon ... I see you could take on more responsibilities".
17 LEWIS then proceeded to promise employment to PLAINTIFF for the following two years when
18 said she's planning to retire. LEWIS also stated, "I like you and found you to be a sophisticated
19 and needed representation for our Beverly Hills Office. Blanca is loyal and sweet, ... but she
20 can't talk to patients, she can't take messages, her English is not good". PLAINTIFF felt
21 uncomfortable at the comparison between employees and self-conscious about her English level,
22 as she also was an immigrant.

23 56. During the first week at ESTHETIC-EYES, PLAINTIFF's schedule was altered by
24 LEWIS, without a 24-hour notice, in hours and location, three times. PLAINTIFF hoped it was
25 again a test on LEWIS's part to see her level of commitment, patience, and compromise that she
26 knew to be needed in customer and patient service. PLAINTIFF thought that it was too soon for
27 her to judge, so she just tried to think positively and focus on learning as much as she could
28 about her job.

1 57. Throughout August up to September 2, 2022, LEWIS demoted and altered the location
2 and schedule again by giving PLAINTIFF a piece of paper with the address of the second
3 ESTHETIC-EYES office, the TL-Office where Ocampo was also going to work.

4 58. The second ESTHETIC-EYES office turned out to be LEWIS's home. PLAINTIFF felt
5 very distressed for not being give the choice and the information about this location being
6 LEWIS's during the interview. PLAINTIFF also felt manipulated by LEWIS to immediately start
7 giving her tasks to take on while on the front porch, without any courtesy of showing
8 PLAINTIFF her office or allowing her any questions. LEWIS started to assign PLAINTIFF
9 tasks, as soon as she arrived, on the front porch, without showing PLAINTIFF where her
10 working area would be, where to drop her belongings, where the restroom was, and without
11 mentioning where the advertised and promised Business Center or Archive Area for the charts
12 was, as advertised to be PLAINTIFF's work area. PLAINTIFF thought that LEWIS was having a
13 hard day, as LEWIS was not even properly dressed in a proper business attire, but was wearing
14 some very short pyjamas shorts, no shoes, and messy hair. PLAINTIFF thought to be positive,
15 gracious to give the benefit of the doubt, and to stay focus on her tasks, before asking questions
16 or complaining.

17 59. LEWIS required that PLAINTIFF follows her and works while sitting on the front porch
18 metal chairs, moving secondly and later in the day on the metal chair of the back yard, and lastly
19 was told by LEWIS "Becky liked to sit by the window on the Livingroom floor there ... my
20 chairs are too expensive to let anyone sit on them... that's why I have to keep them covered".
21 PLAINTIFF not knowing how to react to the mentoring sounding yet for her very unprofessional
22 offers, asked at that point where the Business Center or the Charts Archives Area was, to maybe
23 go and work there. LEWIS stated, "It's upstairs ... Blanca is still working at it to make it ready
24 ...". PLAINTIFF felt confused but decided to be positive because she had no reason to doubt
25 LEWIS about the existence and functionality of the second office. PLAINTIFF had no reason to
26 be suspicious and doubt LEWIS statements and had to wait for the Business Center to be ready,
27 without judgment or complaints focusing on learning and doing what she committed herself to
28 do. PLAINTIFF thought that LEWIS was maybe going through some physical ailments that was

1 requiring her to stay closer to home, as LEWIS was in those days laying on the back-yard terrace
2 chaise-lounge most of the day, while training and assigning computer tasks to PLAINTIFF.

3 60. PLAINTIFF also felt empathy and thought that she was of service to LEWIS, who few
4 times complained of health issues, being stressed with writing her will, needing to inventory her
5 medications, and even texted PLAINTIFF very randomly about "... coming off narcotics after
6 surgery..." while repeatedly mentioned the doctor appointments as being a priority. PLAINTIFF,
7 being still in first few months of her employment and in training, felt that the job she agreed with
8 at the interview was aligned with her principles of being of service and helping others, as well as
9 manageable for her to learn and perform well, and that made her patient, optimistic, and happy
10 that she could be helpful to LEWIS and the patients.

11 61. In the last week of August, PLAINTIFF was informed that they all will be working, the
12 entire week at LEWIS's home. On Monday, August 29, 2023, LEWIS again met PLAINTIFF on
13 the front terrace and seemed overly friendly and talkative started training PLAINTIFF on how to
14 deal with if/when FDA shows up at the BH-Office. PLAINTIFF asked what FDA was and
15 LEWIS listed, without explaining, few bullet points about FDA coming to check: the business
16 certification, medical licence, device manufacturing, lab sheets, machines days and insurances
17 that LEWIS needed to find, and that FDA was very important and could shut down the business.
18 LEWIS stated and demanded PLAINTIFF to "keep the door always locked ... under no
19 circumstance, do not let any FDA agent enter the office, ask them to show you their badge and
20 credentials. Tell them the director is not present and you don't have authority to let anyone in the
21 office without appointment. Tell them: my Boss said she can only see you by appointment as she
22 works only two weeks per month Tuesday to Thursday". PLAINTIFF felt confused and a bit
23 anxious at the "importance and secrecy" around FDA but felt like she was not asked to break the
24 law by saying, "I'm not authorized to let anyone in the office without an appointment".

25 62. During the training on FDA, LEWIS proceeded to tell PLAINTIFF a very bizarre and
26 distressing information about her previous employee Rick helping LEWIS downsizing and
27 moving everything from the previous office into her home. LEWIS told PLAINTIFF "Rick
28 moved with me here, some very expensive chemicals, that FDA declared hazardous and that are

1 no longer approved by them, but I'm not going to give them away. My dad used them in his
2 ocularist practice for years and they're very valuable, and now-a-days they considered everything
3 hazardous". PLAINTIFF felt panic and shock and did not know how to react. PLAINTIFF asked
4 LEWIS if those chemicals were at that moment in that house and how they could affect their
5 safety or health. LEWIS smiled, rolled her eyes, and then kept them shut for a long time which
6 made PLAINTIFF feel further distressed without saying anything and PLAINTIFF felt silly,
7 and/or wrong. LEWIS answered vaguely "cannot tell you more that you have nothing to worry
8 about". PLAINTIFF felt very scared, embarrassed, and unable to react, which is a common
9 avoidant dis-associative behaviour for people suffering from trauma disorders.

10 63. LEWIS proceeded to lead the way through the working on the back yard and later in the
11 day to finally take the PLAINTIFF to the Business Center. LEWIS seemed like she was trying to
12 make a joke about the PLAINTIFF being "one of the few honoured to see her bedroom and
13 beautiful home entirely ..." PLAINTIFF did not much care but was trying to be gracious and
14 show appreciation for LEWIS home, but she was too much distressed about the FDA chemicals.
15 LEWIS ask PLAINTIFF to follow her in climbing a ladder while telling PLAINTIFF how
16 Ocampo was reckless "she's holding on to this metal chain while climbing ...and I told her many
17 times that is not secured and it's better to use her hands on the stairs like I do".

18 64. PLAINTIFF suffering from PTSD, was already scared and confused about all the
19 "unsafe" information given to her on that location, throughout the entire day, and couldn't
20 process that the Business Center was located up that "unsafe ladder" in the actual house Attic
21 (Exhibit #3).

22 65. Once in the TL-Attic Business Center, LEWIS was so proud of how Ocampo organized
23 it and how LEWIS decorated it with a bed and couch there, that made it impossible for the
24 PLAINTIFF to react or complain. PLAINTIFF was just getting to know her job position, office
25 locations, and didn't want to negatively judge LEWIS, as the space seemed like LEWIS's alter
26 ego and PLAINTIFF tried to avoid all conflict.

27 66. LEWIS was the only authority in control of the businesses operation and the
28 advertisement of the TL-Attic Business Center felt to PLAINTIFF a complete misrepresentation

1 and distortion of reality. The TL-Attic Business Center was not by any length of imagination a
2 business establishment but very misleading, unhealthy, and unsafe space to be in. The TL-Attic
3 Business Center was during the interview asserted as a fact and described by the LEWIS as the
4 “business center” and “the charts archives, where the patient charts are kept and need to be
5 organized” and a second office for ESTHETIC-EYES. PLAINTIFF was wilfully deceived about
6 the TL-Attic Business center.

7 67. PLAINTIFF observed that the TL-Attic Business Center only contained few patients’
8 charts kept all over a dirty dusty floor, or on dusty desk that also had boxes stuffed underneath it.
9 The air was dusty, stuffy, old and mouldy. The space was infested with spiders and PLAINTIFF
10 soon after got attacked by a wasp. The TL-Attic Business Center restroom was storing the
11 patients’ work boxes on the floor and on the tub, half a feet away from the toilet. PLAINTIFF
12 noticed some containers and bottles with chemical name on them, also stored there, and again got
13 triggered in her PTSD and avoided asking LEWIS for any explanations for the negligent
14 misrepresentation PLAINTIFF felt scared, isolated, confused, manipulated by the phycological
15 coercion of LEWIS to immediately “get to work” on the day’s tasks.

16 68. LEWIS proceeded to ask PLAINTIFF to take notes on the tasks needed to be “tackled
17 today” and PLAINTIFF almost automatically and disassociated wrote down her tasks. LEWIS’s
18 main task for PLAINTIFF was to organize the UMBRELLA INSURANCE to assist Alexia by
19 filing a stack of papers and contacting Alexia to see how she wants them sent to her. PLAINTIF
20 looking at the thick dust papers and her assigned desk asked LEWIS if she was going to hire
21 cleaning services or was Dora the housekeeper going to clean the attic before PLAINTIFF would
22 have to work there. LEWIS looked very offended and told PLAINTIFF to go down in the living
23 room area, to sit on the floor and organize the papers there. PLAINTIFF was to distress to react
24 due to her PTSD and did not thought she could ask to leave to work at the BH-Office.

25 69. After organizing the pile of papers for Alexia, LEWIS demanded that PLAINTIFF takes
26 on entirely the task of finding options to replace LEWIS car, home, and UMBRELLA
27 INSURANCE. PLAINTIFF complained that she already completed the papers filing and in
28 sending them to Alexia she realized that the UMBRELLA INSURANCE was not a task related

1 to ESTHETIC-EYES but was demoting and removing PLAINTIFF from the job position she was
2 hired for. LEWIS dismissed PLAINTIFF complaint by telling her to talk to Alexia, be instructed
3 and guided in her job by Alexia and to “get it done” to give LEWIS few insurance replacement
4 options for LEWIS to review. PLAINTIFF being already very distressed about the TL-Attic
5 Business Center deceit, decided to not address the issue further and called Alexia and related the
6 message. Alexia directed PLAINTIFF to do only the tasks of scanning for her the documents.

7 70. However, the next day August 30, 2022, immediately upon arriving, on the front porch
8 LEWIS was very rude and verbally abusive to the PLAINTIFF demanding that the PLAINTIFF
9 discover what is wrong with her home “ELECTRONICS”. PLAINTIFF asked what
10 “Electronics” referred to and if she can be trained in it. LEWIS diminishing said, “figure out the
11 scanner not connecting, see why my computer and my phone don’t synchronize the emails, and
12 fix my home alarm and the TV channels don’t work...”. PLAINTIFF in good-faith explained to
13 LEWIS that she’s not a tech-trained person. PLAINTIFF complained again that this task will
14 remove her from the job position she’s been trained and hired to do and that it is a completely
15 different profession than hers. LEWIS screamed “you’re getting paid to do that, it’s your job!”
16 PLAINTIFF was very distressed at what to her felt like a deceit and tried to explain to LEWIS
17 that this profession was not mentioned at the interview and therefore she’s not being paid for it
18 and it’s not fair to be forced to do it, nor shamed about something that PLAINTIFF already in
19 good faith admitted she doesn’t know how to do it.

20 71. LEWIS dismissed PLAINTIFF attempts and proceeded to compel PLAINTIFF against
21 her will, to what it felt to PLAINTIFF to be a menace to be fired as LEWIS very seriously
22 asserted “This is your job. Call Alexia and ask her to train. She knows how to do it”. PLAINTIFF
23 felt very depressed and humiliated as she very much worried about her car being broken and
24 unable to attend new job interviews and felt she had no choice but to do the job in the horrible
25 attic. PLAINTIFF again explained to Alexia also, that she was not a tech-person, was not hired
26 for that position, was not willing to do that job and that she was afraid “having no experience
27 with “electronics” ... don’t want to break anything”. Alexia revealed to PLAINTIFF that she had
28 no experience with what LEWIS requested either. Alexia proceeded to reveal that LEWIS was

1 paying for an IT and Tech Support independent contractor, who had access to remote-in and
2 solve all home and office computer and “electronics” issues. PLAINTIFF later in the day,
3 complained to LEWIS that she’d been unfairly demoted and deceived since the job required was
4 IT contractor’s job not hers. LEWIS did not address the complaints but further said “I’m
5 removing the insurance project from you. Alexia can do it.” PLAINTIFF felt that she’s been
6 intentionally distressed and coerced to do things she did not consent too, was not given the fair-
7 chance to consider if she wanted to do them, humiliated and punishment because of refusing the
8 UMBRELLA INSURANCE tasks the prior day.

9 72. Between September 1st -9th, 2022 PLAINTIFF was many times pressured by LEWIS to
10 again take on task for the UMBRELLA INSURANCE to resend it to Alexia, to make calls to
11 find replacement options. When Alexia’s solution was found unsatisfactory for LEWIS, it was
12 demanded of PLAINTIFF to make calls as an insurance broker would do. LEWIS was unwilling
13 to pay commission to an insurance broker that Alexia recommended as a solution and provided
14 the contact number for LEWIS. LEWIS proceeded to pressure, shame and coerce PLAINTIFF to
15 do those jobs while denying addressing PLAINTIFF’s complaints about not being part of
16 ESTHETIC-EYES business. PLAINTIFF complained to LEWIS that’s she’s being mis-
17 employed and brought up to her attention that she was not hired as an insurance broker for
18 LEWIS’s car and home, and that she felt unfairly employed, and taken advantage again being
19 given tasks unrelated to ESTHETIC-EYES. LEWIS disregarded the complaints.

20 73. PLAINTIFF felt very unjustly treated by being removed from the job position she was
21 hired for and advertised as a Beverly Hills small medical office. PLAINTIFF thought she was in
22 training and was trying to learn about the office needs and did not much understand t first that
23 she was forced to take on a new load of things to do, unrelated with the duties and while the tasks
24 advertised. PLAINTIFF was however getting frustrated that she was often refused training in the
25 tasks needed for ESTHETIC-EYES, and Patient/Clients often delayed in being given
26 appointments due to the schedule being daily altered to meet LEWIS daily changing moods.
27 PLAINTIFF felt very frustrated that she’s been communicating with in a new patient from out of
28

country who was requesting a consultation with LEWIS, but LEWIS was avoiding scheduling that appointment, to PLAINTIFF's confusion and distress.

74. Between end of August and beginning of September, PLAINTIFF due to the stress of TL-Attic Business Center mistreatments end up getting loss of balance, dizziness with nausea, increase headache and was in bed sick, unable to function for about two days. LEWIS even suggested she might have an ear infection, which PLAINTIFF though could be possible since the back yard had current and made her feel flu-like symptoms few times also. PLAINTIFF was not offered paid-sick days as she was misled to think she was an independent contractor, even though she worked on Lewis schedule and got sick on LEWIS's back yard.

75. From the first day and during PLAINTIFF's training with Angela at the BH-Office, both receptionists lack a desks and chairs, having to share a foldable plastic table barely fitting the laptop and one single foldable plastic chair. PLAINTIFF often observed Angela working on the office floor while LEWIS dropped and stored the patients charts on the floor making it not only difficult to walk but also unhealthy as the floor was not sanitized after each patient came in and out from the street or restrooms, having the risk of getting all sorts of germs on the charts. PLAINTIFF complained about the charts being thrown on the floor that was often dirty and cluttered making it hazardous to walk and unhealthy.

76. PLAINTIFF was told that it was a new office and that information influenced her to think that the receptionist area was still a-work-in-progress and so PLAINTIFF tried to adapt as best as she could in good faith, focusing on learning her job for the first two-three months. However, PLAINTIFF often felt embarrassed as patients would come to her "desk" to pay for the day's treatment and she couldn't fit their charts on the tiny plastic table and felt it was unprofessional and misrepresenting the office standards.

77. After the misleading, unhealthy and disturbing experience with the TL-Attic Business Center, PLAINTIFF start feeling that she was very manipulatively diminishes in a form of a psychological game to coerce her to do lose all professional standards and do whatever LEWIS ordered without any choice and/or self-respect. PLAINTIFF decided she needs to start being more assertive, because she liked the job she interviewed and agreed with very much and felt

1 very good dealing with each and every patients/clients, all being so very kind and patient.
2 PLAINTIFF hoped she could reason things with LEWIS, because PLAINTIFF needed the job.

3 78. PLAINTIFF noticed that the office had three sturdy wood chairs, properly tall, that at
4 least one was mostly used for pilling charts. PLAINTIFF asked LEWIS to permit her to use one
5 as she was too tall for the plastic chair and was getting a back pain. PLAINTIFF didn't receive
6 any safety or health training around any hazards in the workplace, even though the BH-Office
7 laboratory had no door, used high pressure machinery and chemicals that produced dust, some
8 smell and smoke, while being only two feet away from the reception area and around four feet
9 away from the patients and the office entrance. PLAINTIFF asked LEWIS if the chemicals used,
10 the smell and dust was safe, but LEWIS refused her an answer further then referring her to two
11 vacuum-looking machines "brought in to suction the air from the laboratory". PLAINTIFF,
12 however, was not informed until January 2023 about a gas tank being present and used by
13 LEWIS in the BH-Office, under LEWIS wood desk, and at all times located only two feet away
14 from PLAINTIFF's desk and about four feet away from the office exit. PLAINTIFF often
15 complained about not being explained and trained about the chemicals existing around her.

16 79. During September, PLAINTIFF was offered by LEWIS to drive together into the BH-
17 Office. However, often while driving, LEWIS was recklessly driving while eating, texting, and
18 reading charts and papers and demanded PLAINTIFF to work overtime, before getting in the
19 office. LEWIS demanded PLAINTIFF to take notes, find papers in the charts, call patients or
20 contractors, and other work tasks done for around thirty minutes unaccounted for. PLAINTIFF
21 complained to LEWIS about having PTSD and car-driving trauma when getting scared when
22 LEWIS drove over a red light. LEWIS disregarded PLAINTIFF's complaints saying "Rules are
23 made to be broken... I didn't make it this far by following the rules" which made PLAINTIFF
24 felt diminished, shamed, and ridiculed. On one occasion, LEWIS randomly asked PLAINTIFF
25 "What makes you really angry and to lose control". PLAINTIFF was taken-aback, not
26 understanding why someone would like to know another person's weaknesses. PLAINTIFF
27 thought LEWIS was trying to shame or diminish her again and responded she can't really say,
28 but reminded LEWIS that she suffers from PTSD and when she gets angry or scared, that

1 disability takes over and can trigger to becomes lost, panicked and she feels like she's not there
2 anymore and sometimes losing memory and ability to react. LEWIS dismissed PLAINTIFF's
3 complaints. During those rides, PLAINTIFF often got confused as LEWIS would share with her
4 about preparing her will and saying things like "Things are messy right now ... what you see is a
5 woman under attack on all fronts ... My husband left me as soon as I finished paying, on my own,
6 for my children's education ... then the house I rebuilt, on my own, he tried to take it from me
7 ...". PLAINTIFF being an empath felt very sad for LEWIS and again though how she can
8 accommodate and be helpful and suggested to LEWIS to focus on the positive saying "You're
9 getting new patients, which could be a divine sign that you're guided to focus on Living Life.
10 You can continue to work or travel the world, but don't worry about what can happen after
11 you're gone with "things and stuff" that you won't need and can't control anyways." LEWIS
12 liked that suggestion and her face seemed to lit up at the possibility of continuing to work and be
13 useful as she PLAINTIFF pointed out again all the new Patients/Clients that were aligned to be
14 given consultations to be helped.

15 80. During the three weeks in September seeing patients in BH-Office, PLAINTIFF could
16 focus on the charts and reached out and aligned around five new cases. LEWIS seemed very
17 impressed on PLAINTIFF's abilities with patients, especially since she has not been trained in
18 the types of treatments that the office provided. LEWIS looked over the proposed cases pictures
19 and seemed happy for the business opportunities but was still not committing to sit down and
20 give PLAINTIFF appointments for those new cases.

21 81. Back at BH-Office, PLAINTIFF witnessed an interesting situation with a patient (herein
22 at all times "PATIENT 2"). PATIENT 2 was coming in for a "major-rebuilt" treatment plan and
23 PLAINTIFF witnessed LEWIS asking PATIENT 2 to undergo ESTHETIC-ENHANCEMENTS
24 filler treatment around the eyes also. LEWIS sent PLAINTIFF to the pharmacy to pick up Dr.
25 Steven Marcus's order for Percocet written in the PATIENT's 2 name. LEWIS gave PATIENT 2
26 a pill before the filler injections. PLAINTIFF being very new in her office position and still in
27 training, did not understand if narcotics were necessary and part of the treatment. PLAINTIFF, in
28 good faith wanting to learn, asked LEWIS about the level of pain incurred by PATIENT 2, that

1 required a painkiller, if it was customary treatment medication, and if it was necessary to have
2 the patient's primary physician's approval in case PATIENT 2 was suffering from addiction.
3 PLAINTIFF knew these steps to be necessary from her previous doctor office experience with
4 the charts and expressed her concern about not having been trained and not knowing where she
5 was supposed to look in PATIENT's 2 chart for the medical history report. PLAINTIFF was not
6 trained in where to find and how to do the usual doctor's office intake form for medical history
7 reflecting allergies or addiction. LEWIS answered vaguely, saying that Dr. Marcus was
8 prescribing for LEWIS's patients and sent PLAINTIFF away to type a text message for Dr.
9 Marcus requesting him to fax a prescription on PATIENT 2 name. PLAINTIFF expressed further
10 concern about not having been trained and not seeing a medical history in the chart of PATIENT
11 2 to clarify if PATIENT 2 was clear to be given narcotics. LEWIS told PLAINTIFF, "He's an
12 established patient...he's done enhancements with me before. I only gave him a pill before the
13 injections and another to take to the hotel for overnight pain, to adjust to the prosthetic piece".
14 PLAINTIFF did not witness PATIENT 2 receiving any more painkillers neither if the bottle of
15 prescription medication had been given entirely to PATIENT 2.

16 82. LEWIS did not further address PLAINTIFF inquiries and requests for training around the
17 patient's medical history intake forms, nor where PLAINTIFF could find in the charts the
18 medical histories, as the charts were kept very thin and messy, not having the pages tide in order,
19 nor if it was needed to give patients painkillers or not for prosthetic treatments. PLAINTIFF felt
20 LEWIS deflected from the request of training her, was refusing her training, by saying, "I had to
21 give him something. He came from out of state to see me to prepare him for daughter's wedding.
22 I couldn't deliver the piece ... Blanca doesn't have the skills; she's loyal, but she cannot do this
23 level of work. The piece is a failure as well the one from the August case". PLAINTIFF
24 complained that LEWIS denied her needed for her job training opportunity on how to properly
25 prepare patients' charts according to the medical office needs and what medications were needed
26 for any kind of treatment level.

27 ///

83. The following week PLAINTIFF witnessed yet again an unusual medical office practice for another patient (herein at all times “PATIENT 3”). PATIENT 3 came in for a Maintenance appointment at ESTHETIC-EYES, but PLAINTIFF witnessed LEWIS trying again to convince PATIENT 3 to also purchase and undergo ESTHETIC-ENHANCEMENT fillers services. PATIENT 3 refused many times and shared that the treatments were not aligned with PATIENT 3’s religious practice. LEWIS dismissed PATIENT 3 and proceeded to pressure PATIENT 3. LEWIS tried to employ PLAINTIFF to pressure and convince PATIENT 3 further. PLAINTIFF diplomatically avoided the pressuring situation by suggesting that PATIENT 3 will be better to get advice and consult by calling their spouse. PATIENT 3 came to PLAINTIFF's desk and thanked her for not engaging in pressuring PATIENT 3. PATIENT 3 was for the second time helped by PLAINTIFF clarifying a conflict with LEWIS, whom the previous week was accusing PATIENT 3 of having not paid for the previous treatment and was pressuring PATIENT 3 to bring “the rest of the due money at the next appointment”. PLAINTIFF was further shocked when LEWIS requested that PATIENT 3 pass the phone to speak and convince PATIENT 3 spouse to buy the additional treatment. PLAINTIFF felt that PATIENT 3 was being pressured in an uncivil, unethical, and abusive way, denying PATIENT 3 choices, religious beliefs, and practices. When alone in the office, PLAINTIFF asked LEWIS in good faith, “Please don’t put me on the spot like that again”. PLAINTIFF also complained that she was not trained by LEWIS on ESTHETIC-ENHANCEMENT services and had not been hired nor trained as a salesperson and again shared with LEWIS about her job responsibilities being expanding in areas where she did not agreed upon, and the fact that LEWIS was constantly morphing different job and was putting PLAINTIFF in situations that she might not agree with if she had more time to think about.

84. PLAINTIFF complained about the constant alteration in her work conditions and in different types of business and locations being forced upon her, without being given a training and a fair-trade consideration of PLAINTIFF’s right to know and informed consent on what kind of work she could do. PLAINTIFF complained that these transfers in her position affected ESTHETIC-EYES' productivity, the job position agreed upon and PLAINTIFF’s wellbeing.

1 PLAINTIFF felt that being refused a through all training she was exposed to making mistakes
2 that could affect the business as well as PLAINTIFF's professional and security for her future,
3 that she was trying to carefully build a new life in a new country. PLAINTIFF felt that LEWIS
4 withheld training opportunities from her to expose PLAINTIFF to distress, mistakes, possible
5 incrimination, shame, and/or blame later on. PLAINTIFF felt and complained to LEWIS that
6 being denied training was detrimental to the business's productivity as it exposed PLAINTIFF to
7 making mistakes in LEWIS's assigned tasks. LEWIS did not answer PLAINTIFF's complaints in
8 relation to PLAINTIFF's full scope of job duties but continued to expand PLAINTIFF's
9 workload while denying her consent, choice on the jobs and training opportunities towards
10 understanding the job duties requested of her.

11 85. PLAINTIFF felt very stressed and frustrated about LEWIS diminishing what was there
12 and good, like the five new cases PLAINTIFF aligned for consultations. LEWIS however
13 seemed to be looking for what was wrong to diminish PLAINTIFF's moral and esteem. LEWIS
14 would say she was impressed on how PLAINTIFF could connect with the patients, but still
15 refused PLAINTIFF training in the types of treatments that the office provided and limited
16 PLAINTIFF'S service to PATIENTS. LEWIS looked over the proposed cases pictures and
17 seemed happy for the business opportunities, however, at the same time, LEWIS would
18 inexplicably refuse to address PLAINTIFF's questions about the next step: giving those patients
19 a consultation appointment to avoid losing them.

20 86. Around that period LEWIS shared with PLAINTIFF that she had already four pieces that
21 patients have paid for in advance and that she could not deliver to them at the price and standard
22 needed, using Ocampo's skills. LEWIS again stated, "Blanca is loyal as they come, but she can't
23 do this kind of level of work". LEWIS seemed most disturbed about a patient (herein at all times
24 "Higher Paying patient" or "PATIENT 1"). PATIENT 1 was seen in August, and LEWIS stated,
25 "couldn't deliver to my higher paying client, and that can ruin my reputation". PLAINTIFF did
26 not yet understand what it meant, as she was not at the point trained on the Treatment Plans.

27 87. PLAINTIFF felt worried about the new patients being not properly attended and delayed
28 by LEWIS's constant alterations in schedule from being given consultations. PLAINTIFF

1 complained of the risk of loosing their business and not understanding why LEWIS was
2 prioritizing her home and personal projects, while the patients were owed money and
3 consultations, the charts were incomplete, the Red Bag and the BH-Office IT were cluttered and
4 needed attention to support the business development. LEWIS got very upset, left the office and
5 when she came back, she told PLAINTIFF “I thought about it and what upsets me is that you’re
6 like a mirror making me see things I don’t like” and then proceeded to assign PLAINTIFF to deal
7 with the undesired job of an insurance broker, and or LEWIS’s gym membership, home and
8 Medications orders. PLAINTIFF felt that her progress and work was being often sabotaged and
9 her care and productivity punished or resented unreasonably.

10 88. On September 30th, 2022, PLAINTIFF was asked to go to the BH-Office, where LEWIS
11 made a statement that deeply distressed PLAINTIFF saying, “We’re meeting a very dangerous
12 person, she’s part of the Mexican cartel and a thief”. LEWIS requested that the PLAINTIFF
13 “keep an eye and watch that she doesn’t steal things from the office, because she used to work
14 for me many years and robbed from the business before”. PLAINTIFF felt very anxious,
15 confused, and paralyzed in PTSD inability to decide how to react again.

16 89. PLAINTIFF asked LEWIS why she would expose them both to harm by inviting that
17 person in the office. LEWIS’s attitude changed, to what it felt a manipulative tactic to compel
18 PLAINTIFF to not leave the office and redirected the conversation towards advertising that
19 person as “someone who worked with me for years ... She’s the best technician in the world but
20 living out of the country now With her I can go back at doing the high-quality work I used
21 to”. LEWIS also stated to PLAINTIFF that this person “is the only one that can see what’s wrong
22 with the PATIENT 1 piece and “save my reputation”. LEWIS stated she, herself, “I need to learn
23 before I can teach Blanca”. LEWIS was very worried about her reputation before “Higher Paying
24 PATIENT 1, who already paid for the treatment and the piece delivered according to LEWIS
25 “was an embarrassment and a failure”. LEWIS said that she needed this person, who trained all
26 her other technicians, to show LEWIS what was wrong with the piece and train her so she can
27 train Blanca.

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1 90. Celia (“TECH 2”) appeared to PLAINTIFF like a middle age, very normal and polite
2 petite statue woman. During the visit LEWIS asked PLAINTIFF to turn on the laboratory
3 machines to cover the noise. PLAINTIFF desk was less than two feet away from LEWIS’s and
4 consequently, PLAINTIFF heard LEWIS telling Celia the same things, that her reputation was on
5 the line and asked her to look at the malfunctioning piece and tell her what was wrong with it.
6 However, Celia very calm said that she was there that day responding to LEWIS invitation “only
7 to have you look me in the eyes and tell me: How could you, after all those years I worked so
8 hard and helped you build this business, fire me like that? You set everyone against me, refused
9 to pay me my money and throw me out like trash? You know I had to sell everything because of
10 you, because you made my life harder knowing I got cancer? I had to sell everything to pay for
11 my medical bills. Why didn’t you pay me my money?”. LEWIS’s answer was “Dr. Fieldman told
12 me you were going to die ... and I don’t want to focus on the past. I want to focus on this piece
13 ... So, very respectfully I’m asking you to look and tell me what’s wrong with it ...”
14 PLAINTIFF felt shocked at dialogue, and above all at the statement “told me you were going to
15 die...” as to PLAINTIFF sounded to be very diminishing and cruel. PLAINTIFF was also
16 disturbed at Dr. Fieldman being incriminated of violating HIPPA to be helpful to LEWIS’s
17 business. PLAINTIFF felt it was a defaming statement that LEWIS made to try excuse herself to
18 Celia, but to PLAINTIFF it sounded like LEWIS stated that money won’t serve Celia when dead.

19 91. Celia proceeded to ask LEWIS “Carole, look at me...Did I rob anything from you or the
20 office? What did I rob from you? Because, while training John Matthew, few of the patients we
21 used to have here, told me that you told them that you fired me because I was stealing from you.
22 What did I steal from you?” LEWIS’s answer was again very calm, like a mentor/teacher who’s
23 talking with a child said, “I can’t remember, and I don’t want to focus on the past, but on the
24 present and this piece that (PATIENT 1) paid for ... You remember (PATIENT 1) and her high
25 standards ... My reputation is on the line”. Celia continued asking “Do you know, Michelle died?
26 ... Do you remember Michelle and how you bothered her at her new job for months, calling to
27 complain and trying to get her new boss to fire her to make her life hard too? ... Now you want
28 me to save your reputation?” LEWIS kept repeating “I don’t want to focus on the past. Here's

1 (PATIENT 1) piece, just look at it and tell me what's wrong with it. How much do you want to
2 help me fix it ... You tell me, how much do you want?" PLAINTIFF did not hear LEWIS
3 apologizing to Celia, but after a long uncomfortable silence, PLAINTIFF heard Celia and
4 LEWIS talking about the piece. PLAINTIFF heard LEWIS telling Celia she's going to "record
5 this to watch and remember later. It's only for me, to rewatch and learn". PLAINTIFF start
6 feeling very sick to her stomach, knowing LEWIS intention was to teach Ocampo, and felt that
7 the woman with the cancer was being taken advantage by LEWIS. PLAINTIFF felt very
8 distressed and dysregulated in her emotions and went outside to reach out to one of her
9 counsellors as she was feeling like that office was at that point not safe for her and she should
10 quit. When PLAINTIFF returned, she saw Celia decide to help LEWIS and later on was told by
11 Celia that "I wanted to show her who I was and what she throws out like trash and for dead. You
12 see this ("Over-sized Prosthetic Eye Display"), I created it and this business was a line all the
13 way outside when I was working here".

14 92. Celia was very respectful and looked like someone who truly loved her craft, while she
15 trained, supervised LEWIS and walked her through what was wrong with the piece. Before
16 leaving, while at the office door, LEWIS asked Celia to give her a hug and Celia refused saying
17 "No, I'm not going to hug you. My circle with you is closed". LEWIS came to the PLAINTIFF's
18 desk and after praising Celia she asked PLAINTIFF why Celia wouldn't hug her, as she realized
19 she needed to get Celia for more cases and rebuild her business. PLAINTIFF told LEWIS that "I
20 think Celia told you that her circle is closed as a way of saying she doesn't want to see you
21 again". LEWIS proceeded to tell PLAINTIFF that she needs to get Celia to work on her cases as
22 she cannot keep her business open, and her reputation is at risk with the money she owes patients
23 who paid in advance for the pieces. PLAINTIFF found herself telling Lewis "Unfortunately, I
24 heard all you two talked about and honestly... I'm afraid of you, Carole! (LEWIS). That woman
25 came here to look you in the eyes and to try to give you both a chance to heal and forgive and all
26 you could say to her was "here is what I need you to do for me - I don't care about the past as
27 they told me you were going to die anyways!" PLAINTIFF proceeded saying "I'm sorry, this
28 isn't right for me". LEWIS asked PLAINTIFF what she meant, and PLAINTIFF said "She came

1 here hoping she will get an apology from you for throwing her away when she got cancer. And
2 your answer sounded like you decided to throw her away and not pay her because you were told
3 and thought she will die soon... To me it sounded like you said “why would you need the money
4 if you were going to die”” LEWIS seemed moved by all the honest feedback, stated “I’m
5 learning... I’m learning ... I need to be a better listener” and asked PLAINTIFF how can she
6 apologize?

7 93. PLAINTIFF felt that LEWIS was sincerely apologetic when she stated “I didn’t
8 understand ... I need to be a better listener ... I’m learning, I’m learning. I’m glad you were here
9 to catch the ball. Can you write for m what to say to Celia”. PLAINTIFF thought that she could
10 be of service and wrote on LEWIS’s iPhone notes what she thought would be kind to say and
11 suggested to LEWIS to better call and to say it to Celia as soon as possible. LEWIS thanked
12 PLAINTIFF next day texting “Thank you for the spiritual insight ... I was blind ...” which made
13 PLAINTIFF felt like she witnessed something wonderful happening for both LEWIS’s and
14 Celia’s healing, but above all PLAINTIFF was happy for the patients that needed Celia’s level of
15 skills.

16 94. Beginning of October, LEWIS excitedly told PLAINTIFF she promised Celia to be
17 called in to help LEWIS with 1-2 new cases each month, because LEWIS wanted to continue
18 being in business but with “with Blanca’s skills level I’m not able to deliver high-end pieces that
19 the business legacy proud itself to deliver”. PLAINTIFF was told to start changing the schedule
20 for the following months by classifying the weeks for TECH 2 Celia “high-end out of the country
21 services” for New Cases while keeping a week of the month off for LEWIS’s personal interests.

22 95. PLAINTIFF was very relieved, as she had at that point around ten new cases aligned
23 that she was hoping LEWIS would start give them appointments now that she had Celia’s
24 support. PLAINTIFF was happy for what she saw as clarity around her desired job position
25 becoming located at the BH-Office, as with two cases a month they were already scheduled to
26 be busy until at least March 2023. The seemed a divine intervention that resolved PLAINTIFF’s
27 complaints and concerns about the demoting, unsafe and confusing job alterations while at the
28 TL-Attic Business Center.

1 96. Between the last week of September and second week of October while being called to
2 work from TL-Attic Business Center few times again, PLAINTIFF got sick, with another
3 episode of dizziness, nausea and headache and developed many red spots on her legs.
4 PLAINTIFF showed to Ocampo her hurting legs asking if it could be spider bites from the attic,
5 but Ocampo just smiled and avoided an answer. When PLAINTIFF showed it to LEWIS was
6 told “could be ticks bites. That can cause serious illness”. PLAINTIFF felt very disrespected and
7 distressed especially since LEWIS demanded PLAINTIFF to not pay for ticks treatments in her
8 back yard, where PLAINTIFF was still asked to work few times prior weeks.

9 97. Around 5th of October 2022 PLAINTIFF and Ocampo complained to LEWIS about not
10 being giving breaks, which let to LEWIS promising them uninterrupted meal breaks.
11 PLAINTIFF was again required by LEWIS to add to her Timekeeping emails a note stating that
12 the PLAINTIFF took her lunch breaks, even when the break continued to be often interrupted.
13 PLAINTIFF had to email and print every 15 days as a condition towards receiving her wages, her
14 Timekeeping, while Ocampo was not required to email or print records of neither hours worked
15 nor breaks taken. PLAINTIFF felt discriminated. PLAINTIFF complained to LEWIS that she felt
16 deceived in not having been paid for time worked during her meal breaks but LEWIS did not
17 offer reimbursement, only said to add her meal break from that point on the record of hours
18 worked, to be paid as LEWIS stated “It’s required by law. So, make sure to take your meals”.
19 PLAINTIFF felt troubled at LEWIS’s comment that sounded to her like PLAINTIFF was at fault
20 and incriminated for not having taken lunch breaks. PLAINTIFF felt very deceived by LEWIS
21 during all the previous periods, when LEWIS declared as fact, while knowing not to be true nor
22 fair “We work during lunch breaks” and failed to provide meal periods. Even after this day-
23 forward, both Ocampo and PLAINTIFF were often interrupted by LEWIS during their lunch
24 breaks with work related questions and instructions. During the month of January 2023
25 PLAINTIFF was interrupted during lunch break by LEWIS and this was also witnessed and
26 complained to LEWIS as a violation of meal always breaks by also TECH 2”.

27 98. PLAINTIFF started to also feel mislead as for the past two months, LEWIS altered the
28 schedule, and tasks by moving basically the businesses to the TL-Attic Business Center location

(Exhibit #15). PLAINTIFF again expressed to LEWIS her distress about her demotion and the unsafe work conditions in the attic, that was still not properly cleaned but only once vacuumed by Ocampo, which was also very distressing for PLAINTIFF to witness being demoted. LEWIS simply would distort reality and call the attic "... you mean the Business Center" and did not address any of PLAINTIFF's complaints about the violations all of health, safety and a medical office work establishment promised to her and shared her concerns to LEWIS about exposing PLAINTIFF and Ocampo to harm. LEWIS's solution was to demote PLAINTIFF and require her to work for the following two week in the back yard, while LEWIS was taking some courses in the TL-Attic Business Center.

99. On October 17, 2022, PLAINTIFF felt LEWIS was again punishing her for asserting her rights and got especially distressed about LEWIS going as far as to set up for PLAINTIFF work in the back yard, after knowing that has been sprayed with pesticides the day before (Exhibits #4,15). LEWIS did not tell PLAINTIFF in advance about her having to work in the yard that day. LEWIS did not asked PLAINTIFF if she will be OK working there. LEWIS has already set up the heaters to cover up the hostile environment and led PLAINTIFF there in a rush stating that she's too busy to talk as she was in a class. PLAINTIFF felt very distressed and shocked, unable to focus, due to LEWIS inconsiderate towards PLAINTIFF's health and previous complaints about getting cold and an ear infection from working in the back yard the previous times, ear infection for which LEWIS even brought her medication to help her after the harm was done. PLAINTIFF texted LEWIS that she was going to go work at the BH-Office for the rest of the day stating "this work conditioned are not conducive to my health, my eyes are burning, and I feel dizzy from the chemicals smells ..." LEWIS disregarded the complaints texting back asking PLAINTIFF to work in her living room, which meant the floor. PLAINTIFF replied "I'm going to go back to BH-Office where I have a proper desk and heater".

100. Around this period PLAINTIFF started to feel that LEWIS was inconsiderate of others, especially since PLAINTIFF was shocked to witness that Ocampo while at the TL-Attic Business Center was employed to do maid, housekeeper, home decorator, packer, mover, garage cleaner and all sorts of tasks unrelated to her position of TECH 1 employed by ESTHETIC-EYES

1 (Exhibits #15,16). PLAINTIFF felt very upset witnessing LEWIS dismissing Ocampo's physical
2 disabilities and demanding her to carry boxes up and down the attic unsafe ladder, while visibly
3 in pain in one arm or shoulder and/or dragging one leg. PLAINTIFF start noticing that LEWIS
4 started to pressure PLAINTIFF more often to take tasks "to help Blanca" that referred to the
5 garage, attic toilet, attic organizing cleaning and starting to feel very distressed and demoted,
6 complained to LEWIS and Ocampo of unprofessional, unacceptable and unagreed upon demands
7 being made while unrelated to ESTHETIC-EYES.

8 101. PLAINTIFF started to feel very distressed, emotionally, and psychologically pressured,
9 shamed, and compelled against her will and complaints to move the boxes from the attic down
10 the unsafe ladder by LEWIS saying, "If you don't do it, Blanca will have to do it". PLAINTIFF
11 complained that is not fair neither for her nor Blanca and when asked to carry boxes down the
12 ladder, PLAINTIFF stated "this is a job for professional movers ... I'm happy to find you a
13 company. Please hire appropriate help as Blanca is hurting and I won't be shamed into enabling
14 unacceptable behaviours". Around this time PLAINTIFF started to fear that LEWIS all along has
15 been deceitful and tried to manipulate PLAINTIFF and was attempting to coerce PLAINTIFF to
16 clean her attic, that it was obviously not a business center by any stretch of imagination or legal
17 standards. LEWIS admitted that she put the ESTHETIC-EYES on-hold and was intentionally not
18 giving Patients/Clients appointments as LEWIS decided to take a month to prepare her home for
19 her daughter's visit. PLAINTIFF felt LEWIS was sabotaging the business while using the
20 businesses assets for LEWIS personal interests deceitfully and in disregard of PLAINTIFF's
21 rights.

22 102. PLAINTIFF felt very distressed as LEWIS few days later demanded Ocampo and Dora
23 to ask PLAINTIFF to help them with "hanging something in the bedroom". PLAINTIFF initially
24 felt ashamed to refuse, went to be helpful, but once there and asked to climb on the bed and hang
25 a decoration over LEWIS's bed, felt very upset and refused to do the task. LEWIS came and
26 talked to the other women about the PLAINTIFF like she was not there saying "let her go, I'll
27 climb and do it. This is a very expensive piece, and she will break it". PLAINTIFF felt very upset
28 at the hostile situation and anxious as the decorative piece was not only a very heavy piece of

1 wood but had no secure hanging hook. PLAINTIFF was scared at the thought of that piece of
2 wood falling on LEWIS at night and then PLAINTIFF being blamed for its consequences as
3 being the one hanging it.

4 103. PLAINTIFF started to think that against her best efforts, LEWIS was becoming
5 increasingly unreasonable and unkind in her attempts to make PLAINTIFF clean the attic or do
6 tasks that were not agreed at the interview. LEWIS on one occasion order PLAINTIFF to go in
7 the garage and when PLAINTIFF refused, LEWIS bullied her before Ocampo and Dora saying
8 “Blanca, go and get the charts from the garage, because she (Laura) doesn’t want to do her job”.
9 To PLAINTIFF’s distress and against her previous complaints and consent, LEWIS deceitfully
10 stated, that PLAINTIFF’s job was according to LEWIS’s orders to work in the house garage or
11 attic restroom where the charts were kept under disgusting conditions. PLAINTIFF was very
12 upset at the deceitful way LEWIS misrepresented her employment and stated, as a fact to
13 Ocampo and her maid Dora, such false statements knowing they were false and not representing
14 PLAINTIFF’s employment position agreed upon. PLAINTIFF felt very distressed at the levels of
15 manipulation LEWIS was employing to try force her to take on tasks that were not part of her job
16 description, not negotiated an hourly rate for that position and that PLAINTIFF had already
17 complained about not being willing to undertake. PLAINTIFF stated: “Blanca, I was not hired to
18 work in a garage, yard, toilet, nor attic ...”

19 104. PLAINTIFF was becoming increasingly anxious about the TL-Attic Business Center
20 that was not only dirty, unhealthy, and unsafe, but felt to her as a place of oppression and of
21 mental and emotional torture for PLAINTIFF. PLAINTIFF felt that the deceitful second office
22 was a business facade, that was serving and engrossing LEWIS’s home and personal gain and
23 was also giving LEWIS a false sense of authority at the expense and distress of PLAINTIFF and
24 Ocampo’s safety and health. PLAINTIFF shared with LEWIS many times that she suffers from
25 PTSD and when she gets distressed and/or scared it affects her reactions, concentration, and
26 overall health. PLAINTIFF felt LEWIS almost took pleasure in observing others getting
27 frustrated and was testing to see “what makes (PLAINTIFF) lose control”. PLAINTIFF felt
28 LEWIS was at time smirking when succeeding in triggering PLAINTIFF’s distress levels PTSD.

1 LEWIS triggered PLAINTIFF by making comments that caused PLAINTIFF worry and fear for
2 her safety, by distressing PLAINTIFF's mind in misrepresenting even what an office should look
3 like, diminishing PLAINTIFF by manipulating her to work on plastic, metal chairs or the floor
4 and PLAINTIFF felt it was done to diminish or destroy PLAINTIFF's self-respect, professional
5 esteem, peace of mind and spirit of good will and fair-trade. PLAINTIFF hope that LEWIS was
6 someone who was going through hard time, but with whom PLAINTIFF could reason and find a
7 way of respect.

8 105. PLAINTIFF felt increasingly pressured by LEWIS and around end of October 2022 she
9 requested to meet with LEWIS to express her concerns and see if there was any way of finding a
10 common ground of fair-trade to stop the pressure PLAINTIFF was submitted to, to what it felt to
11 the PLAINTIFF to be, due to the conflict around the job responsibilities being altered by LEWIS.

12 106. LEWIS met PLAINTIFF in the attic, and she expressed again her confusion around
13 constantly being demoted, and increasingly bullied and coerced, through negative actions, and
14 unjust low-performance evaluations to try to pressure PLAINTIFF to take on work that was not
15 aligned to PLAINTIFF's desired and agreed upon position. PLAINTIFF complained that LEWIS
16 kept her for over three weeks at the TL-Attic Business Center and to PLAINTIFF it started to
17 look like LEWIS was trying to clean her house more than attending the Patients who were
18 waiting on their appointments. LEWIS admitted that her priority was to prepare the house for her
19 daughter's visit on Thanksgiving. PLAINTIFF expressed her unwillingness to take on house-
20 keeping tasks and proceeded explain the difference between what she agreed to do for \$25 per
21 hour, and what LEWIS has coerced her to do through in the past few months. PLAINTIFF
22 complained that she felt pressured, against her will and her human rights to freely choose her
23 positions to double the work tasks from what she agreed at the interview. PLAINTIFF
24 complained that these tasks were not desired, and she's been emotionally and mentally pressured,
25 without being informed and given the choice of consent, to undertake on a last-minute or urgent
26 pressure and/or under shaming circumstance she felt forced to work in LEWIS's home and also
27 to take on work needed for ESTHETIC-ENHANCEMENTS.

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1 107. PLAINTIFF complained that she felt deceived about her job position and for being
2 removed from the agreed upon BH-Office job of dealing with patients and working in a proper
3 office in a business establishment to work in a deceitful unsafe and dirty attic. PLAINTIFF
4 shared that she was deeply distressed by what she witnessed at the TL-Attic Business Center and
5 felt worried, misled, and harassed to take on all and every job thrown at her by LEWIS, without
6 choice, consent, or individual rights, against her will and all-around health abilities and
7 limitations. PLAINTIFF complained that she was not hired nor paid to work all other assigned
8 tasks, nor was she even paid for the extra responsibilities she undertook beyond the Front-Desk
9 Receptionist and the job agreed at the interview. PLAINTIFF continued to present her
10 complaints by showing LEWIS a few documents including the advertisement of the position on
11 indeed that they agreed upon, and few samples of different contracts used by independent
12 contractors to be clarified to her by LEWIS who was classifying her as such and the A.B.5 law.
13 PLAINTIFF asked LEWIS why she was not given a contract to reflect her position as an
14 independent contractor is that was what she was and to bring clarity on PLAINTIFF's
15 employment status and job requirements. PLAINTIFF complained that she was misled in having
16 been called an exempt-employee which her hourly rate would then be below the state minimum
17 wage. PLAINTIFF stated that she believes she's been working as a W-2 employee but without
18 the rightful benefits. LEWIS distracted from giving PLAINTIFF an answer by requesting that
19 PLAINTIFF email her those different contracts for her to review later when she had more time.

20 108. PLAINTIFF in good faith emailed these documents into the office inbox and few days
21 later, LEWIS requested the PLAINTIFF to print those documents to again be reviewed "later on
22 my own...". PLAINTIFF gave LEWIS the printed documents and about a week later, on
23 November 1st, 2022, PLAINTIFF was asked again via text by LEWIS to email the documents to
24 yet another email (Exhibits #6,15). PLAINTIFF felt that LEWIS was delaying engaging in the
25 interactive process and addressing her complaints towards reaching a fair-trade and law-abiding
26 resolution. Few more days passed without the situation being addressed and the PLAINTIFF
27 again asked LEWIS to address her concerns and to also consider explaining and apply to her

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existing employment situation the A.B.5 test. LEWIS dismissed the complaints by again asking PLAINTIFF to print the documents another time as she misplaced them (Exhibit #5).

109. PLAINTIFF during these weeks was continuously demoted into task that deceitfully were serving the cleaning of the attic and the garage and harassed about her tech skills that she already was bullied for in August. PLAINTIFF kept refusing the tasks and LEWIS continued to pressure her with what it seemed to PLAINTIFF to be a punishment, as she was humiliated and bullied before LEWIS's hairdressers, being again asked to "figure out" what was wrong with LEWIS's iPhone and TV against PLAINTIFF's complaints that she was not a tech person nor hired for that position. PLAINTIFF felt very uncomfortable and distressed before those two strangers. PLAINTIFF later complained to LEWIS saying, "It's very unprofessional how you treat me and Blanca while at your home" and around that period PLAINTIFF star feeling that LEWIS's behaviour was becoming very rude, hostile, and intentionally diminishing towards a forced submission to LEWIS's each and every demand without choices.

110. On November 6, 2023, PLAINTIFF felt LEWIS attempted again to demote, humiliate, and distress her as a punishment for requesting proper classification. LEWIS asked PLAINTIFF to come and work in her yard again, dismissing PLAINTIFF's complains from before. PLAINTIFF very distressed texted "It's raining and it's not conducive to my health...I'll go to the BH-Office" but LEWIS demanded her to come work in the TL-Attic Business Center (Exhibit #15). To PLAINTIFF it was clear that LEWIS was determined to get PLAINTIFF as distressed as possible to either give up her employment classification concerns and/or give up her job.

111. On November 7, 2023, at 7:05 am, LEWIS in her habit of unfairly forcing the PLAINTIFF to take undesired and overtime work, LEWIS texted a long list of daily tasks at the end of which addressed PLAINTIFF's documents send as complaints about being misclassified. LEWIS texted "... Please print off the indeed ad fully and bring along so we can get resolution together". At the beginning of the workday, LEWIS told PLAINTIFF she looked over the documents and they'll meet that day to address the PLAINTIFF's complaints about the indeed advertised job and about being misclassified as an independent contractor while not having been

1 given a contract, alike to the samples PLAINTIFF presented and sent to LEWIS to review and
2 decide if she's going to either sign a contractor's agreement or be given a W-2 benefits proper
3 classification. During the busy morning, LEWIS called and asked PLAINTIFF again to print the
4 indeed job advertisement and the independent contractor agreements because have been again
5 misplaced (Exhibit #15).

6 112. Finally, around 2:18 pm LEWIS following up her earlier text, stated "Hi come down.
7 Have both..." (Exhibit #1,6) LEWIS sat down with PLAINTIFF and reviewed together for over
8 an hour the research PLAINTIFF has done trying to understand the differences between an
9 independent contractor, an exempt-employee and a W-2 employee with benefits. PLAINTIFF
10 reported to LEWIS that she believes she's been working as a W-2 employee, misclassified and
11 that could be a violation of the law. PLAINTIFF complained about having been misled and
12 induced to enter into an agreement made under a misleading advertising and under that pretext
13 bullied to add on new tasks that she did not want. PLAINTIFF requested that LEWIS look into the
14 A.B. 5 test that revealed to PLAINTIFF that she's been an employee and also about the
15 misclassification as an exempt-employee also not applying to her wages. LEWIS kept shuffling
16 papers and moving the conversation back and forth from the subject to the schedule and that was
17 confusing to PLAINTIFF as LEWIS appeared uninterested in addressing her complaints nor find
18 a resolution. PLAINTIFF observed her scrambling/handwriting on the presented documents
19 some notes "Receipt... Today..." PLAINTIFF continued to ask LEWIS if in her experience,
20 an independent contractor means abiding by a contract, or it's supposed to be "do-it-all without a
21 choice in the deal. Someone who shows up at your door and you order them to do everything? Or
22 is it supposed to have agreed upon contracted jobs" LEWIS avoided an answer trying to deflect
23 the conversation to next week's schedule.

24 113. PLAINTIFF referred to the printed documents including the advertisement of the
25 position on Indeed that they agreed upon on July 28, 2022, the samples of contracts found online
26 set for independent contractors reflecting the added responsibilities that they talked about in
27 October and the A.B.5 law links document. PLAINTIFF insisted to consider that an independent
28 contractor signs an agreement as that it seemed to PLAINTIFF to be a requirement in classifying

1 someone as an independent contractor, having the word “contract” as part of its definition.
2 PLAINTIFF complained about having been used as a W-2 employee up to that point and
3 requested to be given her fair employment status as a W-2 employee and much needed benefits.

4 114. PLAINTIFF requested to be lawfully classified and to be given a written contract in
5 which to have a detailed employment description, job duties, office location and that both parties
6 sign, to commit to a fair-trade and good-fair business relation. LEWIS stated: “I wonder where
7 you took it from. Maybe in Europe they sign contracts. No one in America is going to give you a
8 contract. It’s very socialized...”. PLAINTIFF immediately reported discrimination to LEWIS for
9 refusing to provide PLAINTIFF when she asked with an employment contract, under a falsely
10 made statement that LEWIS knew to be false and that discriminated the PLAINTIFF on basis of
11 her place of origin. PLAINTIFF felt LEWIS’s discriminating statement base on her place of
12 origin was diminishing her and her human rights and further deceiving her.

13 115. PLAINTIFF proceeded to say that she believes that contracts reflect a person’s
14 willingness to commit to a fair-trade, as a commitment to “abide by the rules” and that she
15 believes that professionals do commit to a job description and sign agreements. LEWIS said “that
16 is not how I’ve been running my business and I’m not going to sign any contracts though I see
17 you really want to be a W-2 employee and think you will be better in a bigger office. Esthetic
18 Eyes needs more flexibility...I never sign contracts”. LEWIS was maliciously smiling with her
19 eyes close, which felt to PLAINTIFF that she was laugh at as silly or ignorant about things that
20 LEWIS has for the past month deceived the PLAINTIFF intentionally with.

21 116. PLAINTIFF told LEWIS that according to the A.B.5 test she’s been misclassified and up
22 to that point also deceived to work as a W-2 employee without receiving benefits and repeated
23 that she believes that it is lawful, moral, and beneficial to both to clarify her employment status.
24 PLAINTIFF complained also about being deceived and exposed to harm in LEWIS’s home that
25 was misrepresentation of the second office and in fact it was an attic. PLAINTIFF tried to make a
26 joke to relieve the tension and reason with LEWIS saying “your attic is a business center as much
27 as my kitchen that has a tv can be considered a cinema. I can’t sell movie tickets there no more
28 than you can sell your attic as a business center for having a laptop there”.

1 117. LEWIS smiled and then randomly changed the subject proceeding to demote and ask
2 PLAINTIFF to work the following week with Ocampo in the “business center”. PLAINTIFF
3 increasingly frustrated asked “what is the business center and what are the responsibilities and
4 tasks you mean?” LEWIS answered “To work in the Attic, while my family is visiting. I need
5 you and Blanca to make it as lovely as down here”. PLAINTIFF asked, “do you mean to clean
6 your Attic with Blanca?” and LEWIS answered, “You can call it cleaning”. PLAINTIFF
7 answered that “My job deals with medical office papers, Patients, phone, computer, and that’s
8 about all I can help Blanca with.... But you see what you have aligned for me to do? What you
9 try to put me in front of? You’re expecting me to do cleaning and organizing something that’s
10 been filled with bugs and dust for months. It’s just incredibly deceiving and unprofessional”.
11 PLAINTIFF complained that LEWIS was wilfully forcing PLAINTIFF in work she already
12 expressed she has no desire to do, did not agreed with, and LEWIS was continuing to
13 misrepresent the attic, that was not a business establishment, was not insured as a business under
14 the Home Insurance and was not a standard medical office, just because PLAINTIFF was placing
15 a laptop there. PLAINTIFF complained about LEWIS intentionally having deceived and mislead
16 her about the existence of a second office, and exposed PLAINTIFF to air pollution, fire safety
17 hazards, eye strain, tripping hazards, spiders, wasp and tics danger. PLAINTIFF complained that
18 the misrepresentation and deceit was beyond reasonable understanding and against any and all
19 work environment standards for a medical office. PLAINTIFF expressed that she felt LEWIS
20 shown disdained for the well-being of PLAINTIFF and all other candidates in the advertised job
21 position and expressed deep disappointment at LEWIS’s way of mistreating her undeservingly.

22 118. PLAINTIFF’s complaints about the A.B.5 law violations, misclassification, and
23 discrimination on basis of place or origine on November 7, 2022, were then addressed by LEWIS
24 through threatening to terminate PLAINTIFF’s employment saying, “Then...I’ll transition to
25 replace you”. PLAINTIFF was shocked but asked when her last day of work will be. LEWIS
26 refused to give PLAINTIFF a termination date about when she was going to be let go saying,
27 “Maybe after the case, maybe 15, maybe 30 days, I don’t know ... I can’t commit to a date”.
28 When PLAINTIFF explained that it is for LEWIS courtesy that she asked, so PLAINTIFF won’t

1 just not show up the minute she gets another employment, LEWIS randomly stated ‘you mean
2 you would be willing to come help on a short notice from time to time and train someone else’.
3 When PLAINTIFF firmly states she will look for another job and won’t be in any way available
4 to LEWIS after the 15th, LEWIS promised “let me look into your papers tonight and meet
5 tomorrow for a resolution”. LEWIS led PLAINTIFF to think that she was heard, and LEWIS was
6 willing to properly classify her employment and abide by a fair-trade contract clearly defining
7 her employment duties.

8 119. On November 8, 2022, LEWIS took PLAINTIFF aside and very friendly stated that she
9 likes PLAINTIFF and that she’s willing to learn about what PLAINTIFF requested to be
10 addressed about the A.B.5 law and to review it with her counsellors to give PLAINTIFF a
11 contract. LEWIS also promised to be more attentive towards her employees needs repentantly
12 stating “I’m leaning ... I’m learning. I’m becoming aware I need to be a better listener”. LEWIS
13 proceeded to ask PLAINTIFF to continue to work for ESTHETIC-EYES stating that LEWIS
14 needs PLAINTIFF on the new clients acquisition strategies she was implementing to expand the
15 business using Celia’s services. LEWIS said, “I’m willing to give you \$30 an hour” and keep you
16 working only on papers and desk duties on the computer. LEWIS again promised she will
17 investigate the A.B.5 law requirements but asked PLAINTIFF to meanwhile take on, on Friday’s,
18 paperwork and calls to LEWIS’s doctors. PLAINTIFF felt hopeful as she really like the
19 advertised job, the BH-Office, the patients days and truly believed in people being able to find
20 middle grounds and change. PLAINTIFF felt grateful for the raise and thought that she could be
21 of service to LEWIS who seemed like she was admitting a mistake. PLAINTIFF felt that the
22 raise was a form of amends for the extra tasks she undertook, for bringing in over ten new
23 patients and believed that LEWIS was willing to abide by the law and respect PLAINTIFF’s
24 legal rights. PLAINTIFF chose to believe LEWIS and decided to look at the hopeful side, be
25 positive and continue with her work since PLAINTIFF needed the job money like every person.

26 120. PLAINTIFF excitedly started creating income projections based on patients who were
27 waiting to be given appointments to motivate LEWIS to commit to scheduling their consultations
28 and during that month LEWIS did a record of four new patients zoom consultations. PLAINTIFF

1 also helped LEWIS design a Treatment Plan new format to explain to the patients what they were
2 undergoing for their money's worth. This approach saved LEWIS from losing one of the new
3 patients and booking the first case with TECH 2 at the end of the month.

4 121. PLAINTIFF was feeling very optimistic and kindly kept asking LEWIS for the contract
5 she promised to provide her with to lawfully define her employment status and abide by the law,
6 to prevent future mistakes and frustrations. LEWIS once in the BH-Office asked PLAINTIFF
7 "Where did you get this obsession with having a contract? PLAINTIFF stated that she just thinks
8 it makes things fair for everyone and it can avoid resentments and mistakes. LEWIS did not
9 mention when she will provide PLAINTIFF a resolution and PLAINTIFF being kept very busy
10 with the new case in the BH-office trusted LEWIS would do good by her when things would
11 slow down a bit. During this period LEWIS did however increased texting PLAINTIFF at
12 random hours outside her work schedule. LEWIS many times send text messages to PLAINTIFF
13 very early in the morning between 5 am – 8:30 am or late evenings after work, as well as during
14 the weekends (Exhibit #15). LEWIS requested PLAINTIFF to review work related tasks and/or
15 to make alterations in schedule and office locations, as well as to ask solutions for LEWIS
16 personal gain. PLAINTIFF complained but LEWIS shamed PLAINTIFF by comparing her with
17 ALEXIA "who's boss calls her in the middle of the night to order their food from the hotel
18 they're staying at in another town". PLAINTIFF pointed again to LEWIS, that different people
19 have different work contracts and rates for the work they provide and that PLAINTIFF is still
20 waiting for LEWIS to give her a lawful employment status to reflect the job requests and
21 responsibilities.

22 122. During November, returning to scheduling patients' appointments, LEWIS asked
23 PLAINTIFF to reach out to another out-of-state patient (herein at all times "PATIENT 4"),
24 whom LEWIS introduced as "having a lot of money and when in the office, he always gets
25 ENHANCEMENTS. Last time I gifted him my used hair-growing machine. I want to tell him I
26 have a new machine and treatment for him". PATIENT 4 was not responding to any of
27 PLAINTIFF's calls and texts, and when LEWIS again asked PLAINTIFF to reach-out to him,
28 PLAINTIFF complained to LEWIS about it. LEWIS responded, "he doesn't deal with small

1 people, and he never answers to any of my secretaries. I'll have to call him ... he's too important,
2 making millions with billboards". PLAINTIFF felt disgusted by the discriminatory statement and
3 confused about LEWIS's motives for asking PLAINTIFF to contact PATIENT 4 while knowing
4 about that individual behaviour toward her secretaries.

5 123. Next week while in the BH-OFFICE seeing PATIENTS, LEWIS received a visit from
6 Dr. Steven Marcus. LEWIS again sent PLAINTIFF to the pharmacy to pick up medication on a
7 prescription written at that moment by Dr. Marcus. PLAINTIFF was very busy with PATIENTS'
8 appointment that days and was trying to get checks printed to pay the 15th bills. PLAINTIFF
9 rushed to get the note from LEWIS and jump to do the task. Once at the pharmacy, the
10 pharmacist asked PLAINTIFF some questions about the date of birth of the patient prescribed for
11 and PLAINTIFF realized that the name was PATIENT 4, whom LEWIS was trying to give an
12 appointment for the past couple of months. PLAINTIFF had no information on PATIENT 4 since
13 the chart was not pulled for appointments. PLAINTIFF realized that LEWIS did not tell her what
14 kind of medication she was going to pick, and realizing it was again a narcotic medication, and
15 that made PLAINTIFF feel very uncomfortable. Not having the information requested by the
16 pharmacist, PLAINTIFF called LEWIS and asked her to speak to the pharmacist and give all the
17 details required for that prescription. The pharmacist gave PLAINTIFF the medication.
18 PLAINTIFF increasingly felt distressed about the narcotic drugs being requested for a patient
19 who was not scheduled in the office and had not seen in the past few months since she worked
20 there and who was living out of state (Exhibit # 9).

21 124. PLAINTIFF remembered that during her employment at Dr. Liu, she was trained about
22 getting the medication to the patients by calling the closest pharmacy to the patients. PLAINTIFF
23 felt distressed and again wondered why LEWIS would implicate PLAINTIFF in such a
24 complicated situation. PLAINTIFF felt that LEWIS was trying to make PLAINTIFF liable to the
25 pharmacist for picking narcotics for someone who was not a patient in the office that day and had
26 not been seen in the past three to four months in the office. PLAINTIFF has not seen PATIENT 4
27 scheduled or seeing in the office, nor was she asked to mail the prescription until February when
28 her employment was terminated. After Dr. Marcus left, PLAINTIFF complained to LEWIS about

1 the pharmacist behaving like something wasn't right and about her distress. LEWIS dismissed
2 PLAINTIFF as usually smiling like something was silly and closing her eyes, while facing
3 PLAINTIFF for an unusual and very uncomfortable long time, before saying "this is a minor"
4 before sending PLAINTIFF to do an "urgent" task. LEWIS did not address the incident until at
5 the end of that day when LEWIS asked Ocampo and PLAINTIFF, "Tell me something that each
6 of you is proud of today; what did you do well in your job?" Both Ocampo and PLAINTIFF felt
7 surprised and were taking time thinking what to answer. LEWIS proceeded to say, and
8 responding on behalf of the PLAINTIFF, "Laura was the drug runner of the day".

9 125. PLAINTIFF felt very distraught and told both Ocampo and LEWIS that she felt bullied
10 by that comment and very distressed about both women laughing about it because, to her, "a drug
11 dealer is someone that harms other people...". PLAINTIFF required that she never be called that
12 again.

13 126. Next day, however LEWIS tried in various ways to transfer PLAINTIFF to the TL-Attic
14 Business Center to work there with Ocampo. PLAINTIFF discovered that LEWIS was again
15 trying to unjustly demote PLAINTIFF to do maid cleaning tasks before and during LEWIS
16 daughter's visit. PLAINTIFF has already complained to LEWIS about the previous time on
17 November 7, 2022, LEWIS tried to mislead and entrap PLAINTIFF into "clean the attic"
18 demoting task and expressed her distressed. PLAINTIFF again complained about the alteration in
19 work location, the attempts to coerced her to take on undesirable positions while at that second
20 location and in full honesty told LEWIS that "I don't want to be expose to being harassed,
21 bullied or humiliated before your family, while in your house". PLAINTIFF again got physical
22 ailments over that weekend and was surprised to be granted to work at BH-Office during LEWIS
23 vacation week with her family. However, during that week PLAINTIFF felt that LEWIS
24 intentionally tried to find ways to "pick on her" and negatively evaluate her work. First LEWIS
25 send a picture of some sandals for PLAINTIFF to order and when PLAINTIFF asked few times
26 to clarify the order to avoid making a mistake, LEWIS would not reply to her texts. Furthermore,
27 LEWIS would not answer PLAINTIFF worried text about giving her the IT professional phone
28 number. And later, LEWIS used it as a reason to accuse and unjustly reprimand as a low-

1 performance evaluation of PLAINTIFF. LEWIS called PLAINTIFF while driving in the car with
2 her family and started to talk down in a belittling way to PLAINTIFF knowingly that it was her
3 own LEWIS's mistake, and that PLAINTIFF had already found a different solution to the IT
4 professional crisis. PLAINTIFF asked LEWIS "Am I on your car speaker phone right now?
5 Because you are bullying me, and I won't accept it". LEWIS didn't answer and dropped the call.
6 (Exhibit #13)

7 127. PLAINTIFF again thought to be positive and thing at what she had going well for her
8 and LEWIS, decided to not further complaint. PLAINTIFF proceeded to redecorate the BH-
9 Office, creating news spaciousness and cleaner floors by storing the charts properly on few
10 cabinets and used the wood table as her desk. PLAINTIFF had at that point aligned new patients
11 cases up to April 2023, increasing the business monthly income by 2.5 from what the records
12 show was achieved during the previous six months. PLAINTIFF's nature being very sensitive
13 and empathetic cared very much about being of service and bring joy to others. PLAINTIFF was
14 praise most of the patients she interacted with, as she always was trying to make them feel as
15 comfortable, welcomed, and as cared for as possible. For that that she got many appreciative
16 words from them. Few clients surprised her by saying "I hope I find you here next time I come"
17 and few of the new Clients said they came as new Clients mostly because of the way
18 PLAINTIFF's attention and way she treated them.

19 128. End of November 2022, PLAINTIFF was thrilled to finally move forward with giving
20 the new patients consultations and met her first case (herein at all times "PATIENT 5") who was
21 a child with a complicated case that the parents after few Zoom consultations decided not to go
22 with LEWIS. Due to PLAINTIFF's use of time and trying to learn while observing and taking
23 notes for LEWIS during the consultations, PLAINTIFF noticed and brought to LEWIS attention
24 that the patients were often intimidated by the high prices, as she was, especially since not
25 knowing and being given a visual on what it covered. PLAINTIFF was not trained nor knew the
26 treatment break down or the prices for that kind of services and felt sad for the parents and the
27 child. Few hours later, LEWIS told PLAINTIFF that "I've been too greedy, could of gave them a
28 better deal" and PLAINTIFF suggested to LEWIS to contact the PATIENT 5 again, with a

1 treatment plan breakdown, on a progress note and give them a lower rate alongside the visual of
2 what they were coming in for. LEWIS praised PLAINTIFF for her idea of creating a simple and
3 easy to do TREATMENT PLAN breakdown on the patients visit progress note. LEWIS offered
4 a lower price to the parents, who accepted. PATIENT 5, was the first time PLAINTIFF
5 witnessed a full case and was done with Celia on a 5-year-old child. However, LEWIS seemed
6 bothered when the parents of the child expressed their gratitude to PLAINTIFF too by treating
7 PLAINTIFF, Celia and LEWIS equally kind and generously gifting everyone a box of very
8 expensive chocolates.

9 129. In the middle of PATIENT 5's treatment, while the child was already very sensitive and
10 refusing to try the piece, PLAINTIFF witnessed LEWIS bringing her nail care kit, which was in
11 poor condition, dirty, and messy, to the child's parents. Initially, PLAINTIFF thought that
12 LEWIS was trying to entertain the child by offering her parents to paint her nails while waiting in
13 the office. However, PLAINTIFF witnessed LEWIS saying to the parents "you can use my fancy
14 scissors to cut those long eyelashes". PLAINTIFF genuinely felt interested in learning about that
15 first case she was witnessing, and asked what was needed for and LEWIS avoided the response
16 and sent PLAINTIFF to her desk on a task. PLAINTIFF also felt sad for the child who was
17 already crying a lot and according to the parents wasn't sleeping at night. However, Celia
18 politely addressed the situation, saying it was not necessary for that kind of treatment to have the
19 eyelashes cut, as it might cause the child's eyelashes to grow even bigger.

20 130. When the PATIENT 5 was out of the office, PLAINTIFF witnessed Celia and LEWIS
21 talking and Celia shared various concerns with LEWIS about LEWIS not reviewing the
22 maintenance machine upkeep, and having liquid inside being dark grey dirty, stating it was
23 "probably unchanged for years... and this is going into the patients' pieces and eyes" and about
24 LEWIS not sanitizing her hands or refreshing the water in the bowl on her desk after each
25 patient. Celia shared her concerns with LEWIS about LEWIS not having trained PLAINTIFF on
26 the different types of cases up to that point as it diminished the chances of communicating with
27 different patients. CELIA also complained to LEWIS about being rude to PLAINTIFF for asking
28 questions and doing a great job of being kind and attentive to the child. Celia praised

1 PLAINTIFF before the parents and LEWIS as the one “who the child agreed to let her take a
2 picture with the piece” and helping the child be relaxed and playful, forgetting about the pain of
3 the treatment during the office time because PLAINTIFF “was the only one in the office who
4 was not making any treatment requests from the child and causing the child any pain”. Celia
5 shared with PLAINTIFF that LEWIS has always been rude and that PLAINTIFF’s instinct to ask
6 was right because the decision to cut the child's eyelashes, could cause the child more trauma and
7 distress to be without eyelashes too, besides having to suffer the pain of the treatment and a
8 foreign object in the eye sphere. Celia expresses her concerns about LEWIS giving the child
9 some pain medication that was concerning Celia. PLAINTIFF felt very impressed with Celia’s
10 care, experience and integrity to the Patients care. PLAINTIFF witnessed LEWIS often
11 remarking “Wow, how did you do that, where did you got that idea ... “also impressed by Celia’s
12 craft and passion and thought that LEWIS would be happy about Celia being there and uplifting
13 the business standard to what it used to be.

14 131. However, LEWIS turned to reprimand PLAINTIFF by demoting and altering
15 PLAINTIFF’s work conditions again. Next few days, LEWIS proceeded to remove PLAINTIFF
16 from the BH-Office under the false pretext that PLAINTIFF was needed in the TL-Attic
17 Business Center by Ocampo to prepare work and digital boxes. PLAINTIFF again fall into the
18 trap on being emotionally coerced to “help Blanca with the work boxes”. While at the TL-Attic
19 Business Center, Ocampo very bizarrely was trying to get PLAINTIFF to agree to move the
20 boxes and work in the Attic restroom, about half a foot from the toilet and surrounded by bottles
21 and containers with chemicals” as one of the pretended second office location, and archives.

22 132. PLAINTIFF again resisted and complained that those tasks were not part of her agreed
23 upon job, nor a desirable position and complained to both LEWIS and Ocampo about no being
24 hired to work in a garage, attic, yard, toilet area. LEWIS dismissed the complaints and proceeded
25 to pressure PLAINTIFF in doing those tasks, against her will. PLAINTIFF texted LEWIS upset
26 about the trap she was sent into, saying: “I will ask Blanca to pull the work boxes ...because I
27 already told her 3 times, I’m not comfortable working in “the toilet” and I won’t pull them if they
28 go back in there...But for whatever reason she puts the boxes back there. It’s very bizarre to me

1 why we need to use garages and toilets to keep office things in. And I won't be able to join that
2 habit/behaviour" (Exhibit # 3, 4, 15). PLAINTIFF felt unjustly demoted and coerced to accept
3 uncontracted altering job conditions and tried again to reason and point to LEWIS that she's
4 doing a much better job at the BH-Office, where the child has shared with PLAINTIFF that she
5 considered her "her friend". LEWIS disregarded the complaints and demoted the PLAINTIFF for
6 what she felt was that she

7 cared and asked how cutting the child eyelashes would benefit the PATIENT 5 and for the fact
8 that Celia also complained that PLAINTIFF was refused training that could benefit the business.

9 133. In December, after the child-case was over and during a week at BH-Office, PLAINTIFF
10 was required to drive Ocampo to TL-Attic Business Center to pick some missing chart. Once
11 there, PLAINTIFF was going to go in the attic for the charts when Ocampo asked for her car
12 keys to "put these containers in your car to take to the office". PLAINTIFF asked Ocampo what
13 it was and why it had hazard signs on them, and Ocampo directed PLAINTIFF to ask LEWIS
14 when they get to the office. PLAINTIFF very distressed complained to Ocampo of being
15 deceived by her and LEWIS. PLAINTIFF complained to Ocampo that she was very distress at
16 the manipulation and disrespect to her freedom of choice about what was going to go into her
17 car, that Ocampo was going to pack the containers in her car without asking for her consent or
18 informing her what they were. PLAINTIFF complained that LEWIS under a false pretext of
19 getting the charts misused her time and demote her to a driver, delivery person. PLAINTIFF did
20 not allow those containers in her car. PLAINTIFF proceeded to go into the attic to pick up the
21 charts, and on the way back being very distress PLAINTIFF slipped and hit the back of her head
22 on the wall. PLAINTIFF went into intense, agitation, nervousness, and trauma response
23 complaining to Dora and Ocampo about the "crazy-making unbelievable disrespect and deceit
24 that LEWIS engages her employees in when LEWIS could just hire professional moving services
25 to carry her boxes from the attic and the hazardous containers from the garage." PLAINTIFF
26 complained to LEWIS who pretending to be very busy laughed off the situation stating, "you'd
27 be the first to fall down those stairs". PLAINTIFF was to distress and disgusted to further
28 engage.

1 134. During a maintenance week, a patient (herein at all times PATIENT 6) came in
2 complaining about the prosthetic piece being very discolored. PATIENT 6 was scheduled for a
3 maintenance appointment, and LEWIS dismissed the complaint and did not try to fix the problem
4 or offer a partial refund. LEWIS proceeded to pressure PATIENT 6 to pay for a new piece
5 instead of redoing the work and providing the patient with what had been paid for before.
6 PLAINTIFF witnessed PATIENT 6 increase frustration, and confusion. PLAINTIFF witnessed
7 PATIENT 6 being intimidated and harassed by LEWIS. PLAINTIFF witnessed LEWIS
8 employing a variety of tactics and behaviors that increased PATIENT 6 distress be convinced to
9 undergo purchasing a new piece. PLAINTIFF witnessed LEWIS diminishing PATIENT 6
10 concerns by shaming comments about PATIENT 6 “being lucky to have gotten services from the
11 most excellent office in Beverly Hills. PLAINTIFF witnessed LEWIS extending the persuasion
12 methods by physically harassing and ordering PATIENT 6 to “lock knees under the table” with
13 LEWIS. To PLAINTIFF, it was clear that PATIENT 6 felt uncomfortable and vulnerable stuck
14 in a situation where was hoping to get some of the paid money’s worth, by being offered a
15 discount. PLAINTIFF witnessed LEWIS convincing PATIENT 6 to pay for the new piece,
16 almost triple the amount that LEWIS charged for new pieces done with Ocampo. PLAINTIFF
17 witnessed PATIENT 6 unsure, distressed, uncomfortable, and almost afraid of LEWIS. As well,
18 PATIENT 6 had paid for the piece and was delayed a few months before being provided with a
19 piece, only to realize it was very poor quality for the money paid and not fitting. To PLAINTIFF,
20 it seemed like PATIENT 6 was manipulated mentally, emotionally, and physically and taken
21 advantage of for LEWIS’s ever-changing moods and profit needs. PLAINTIFF, a few times, got
22 stomach pain and had to run to the restroom, trying to regulate her emotional distress from
23 witnessing such levels of disregard, emotional and mental manipulations that LEWIS was
24 employing to coerce the Patients/Clients.

25 135. PLAINTIFF again tried to reason with LEWIS about the unfairness towards PATIENT
26 6, reflecting that the price applied to the piece for PATIENT 6 was triple then what LEWIS was
27 charging with Ocampo, considering the previous patient for whom Ocampo couldn’t do that
28 quality of a piece, led to LEWIS having to get help from Celia to meet the expectation.

1 PLAINTIFF asked LEWIS why she wasn't willing to get Celia's help with this PATIENT 6
2 since the price of the piece was very close to that paid by "the higher paying" influential patient
3 that LEWIS feared could affect her reputation. LEWIS shared with PLAINTIFF that she needed
4 more time to learn from Celia and then teach Ocampo. Again, in good faith, PLAINTIFF tried to
5 ask LEWIS to do this PATIENT 6 under Celia's supervision and not try to push Ocampo to
6 learn while making the patients wait and experimenting on their pieces, time, money and hopes
7 for something that was so important to them. PLAINTIFF felt that LEWIS was discriminating
8 against PATIENT 6 based on social status and was abusing the fact that PATIENT 6 was very
9 uncomfortable with confrontations while LEWIS, as a self-declared "shark" as she liked to
10 promote herself to be, was preying on PATIENT's 6 graciousness and vulnerability.

11 136. During the month of December, PLAINTIFF witness LEWIS holding other two new
12 patients' money, while trying to debate if to do the case with Tech 1 or TECH 2. PLAINTIFF was
13 told from before of other two patients whom LEWIS charged and kept their money for months,
14 while failing to give them an exact appointment for when they will receive the treatment and the
15 prosthetic eyes they were promised and paid for. One Patient was on hold since August, and
16 LEWIS was still not decided to do the case even though PLAINTIFF mentioned few times to try
17 the case with the TECH 2. PLAINTIFF tried to reason with LEWIS to schedule them with TECH
18 2 and give them their money's worth, but LEWIS stated that she needed to learn herself.

19 137. One patient that has paid for treatment for over two months was finally scheduled for
20 December. The Patient (herein at all times "PATIENT 7") looked very disappointed at the results
21 of the major rebuilt done by Ocampo. LEWIS insisted that the results looked better than before.
22 To PLAINTIFF, it was obvious in the before and after pictures that the treatment was a failure,
23 and after the patient left, PLAINTIFF shared the pictures with LEWIS and complained to LEWIS
24 that the patient was very unhappy, and the piece was obviously inferior to what it was before.
25 PLAINTIFF in good faith suggested to LEWIS to get TECH 2 to help PATIENT 7. LEWIS
26 dismissed the suggestion. PATIENT 7 called back a month later, leaving a voice message
27 complaining that the colour on the piece was running out and the piece was malfunctioning.
28 PLAINTIFF again complained to LEWIS who stated, "Blanca doesn't have the skills; she's good

1 only for maintenance”. PLAINTIFF again reminded LEWIS that she doesn’t need to pressure
2 Blanca who was doing a maintenance sometimes back-to-back and that she cand easily lie in the
3 case of high-end PATIENT get TECH 2 to see what how it could be fixed. However, LEWIS
4 refused, and further denied PLAINTIFF permission to even call back the PATIENT 7. LEWIS
5 did not return PATIENT 7 call and did not address the malfunctioning of the piece nor consider
6 scheduling a free visit to investigate the possibility of giving the PATIENT 7 a functional
7 product for her money not even a month later before PLAINTIFF’s employment was terminated.

8 138. Similarly another patient (herein at all times PATIENT 8) was waiting for LEWIS to
9 deliver the paid-in-advance service for a piece and was also exposed to constant changes in
10 appointments and increases in cost for over two months. The piece was not delivered to
11 PATIENT 8 prior to PLAINTIFF’s wrongful termination. PLAINTIFF also complained to
12 LEWIS about PATIENT 8 having been charged the “high-paying influential patient price” that
13 LEWIS knew from before that Ocampo couldn’t deliver the skills for. PLAINTIFF repeatedly
14 ask LEWIS why she was delaying and exposing the PATIENTS to disappointments and loss of
15 money when LEWIS herself created the TECH 1 and TECH 2 skills evaluation and service
16 prices. PLAINTIFF complained that it was unfair to charge for a high-end TECH 2 services
17 when in fact LEWIS was going to employ TECH 1 as a trial and error with unmastered skills and
18 services to falsify the services quality. LEWIS didn’t seem to care how long it will take to hold
19 Patients money as she was adamant about learning herself from Celia which to PLAINTIFF it
20 looked like a misuse of time and talent, since work was waiting to be taken on right under their
21 noses.

22 139. During that period, LEWIS shared with PLAINTIFF her happiness about having
23 reconnected with Celia and seeing an opportunity for growing the business and doing “high-level
24 work again”. PLAINTIFF genuinely expressed to LEWIS that she felt happy for both of their
25 healing, and that Celia seemed like someone who had a real talent, love of her craft and the
26 patients and that would be a great asset for the business. PLAINTIFF in fair-trade spirit having
27 witnessing Celia mentoring LEWIS said that Celia appeared very confident in her craft, bringing
28 ideas to LEWIS and seeing what benefitted the patients without waiting on directions like

1 Ocampo, and that will speed the productivity because Celia was an equal professional in the
2 laboratory not dependent of LEWIS's directions. LEWIS jumped offended saying "she not my
3 equal, don't say that". PLAINTIFF was confused since LEWIS herself said that without Celia
4 she couldn't keep the business open, and that Celia was her mentor and "a high-end
5 professional", but LEWIS stood up walking while saying "she's the best technician out there, but
6 she's not my equal". PLAINTIFF felt LEWIS was discriminating against CELIA's place of
7 origin as well as PLAINTIFF through that comment as LEWIS seemed to PLAINTIFF at that
8 point to consider herself superior in often calling herself "a shark" and addressing Patients at
9 times with comments like "you're almost as smart as me".

10 140. Also, during this period, in categorizing LEWIS expenses for the business noticed an
11 unusually expensive bill for computer services. PLAINTIFF addressed it with LEWIS who
12 dismissed her concerns and direct her to address more urgent tasks. PLAINTIFF was frustrated at
13 LEWIS's constant poor-evaluations and dismissal of her good faith and work took upon herself
14 to ask the IT support. During a remote-in with the new IT professional PLAINTIFF asked him to
15 open that service and directed him to explain to her why LEWIS was paying \$750 for it. Thanks
16 to PLAINTIFF's care, they discovered that LEWIS was paying those services for other three
17 people, unaware to LEWIS. In cancelling those services PLAINTIFF saved LEWIS money.
18 However, few weeks later, LEWIS diminished PLAINTIFF stating to the IT professional "this
19 girl doesn't want to do her job, all my other employees had no problem doing this for me".
20 PLAINTIFF was very upset that LEWIS unjustly and bullying evaluated her performance in
21 relation to preparing some traveling documents for LEWIS's again personal gain, that led her to
22 a government page that requested LEWIS to acknowledge and sign a document. PLAINTIFF
23 complained to LEWIS of being unfairly criticized and scrutinized for refusing to false signatures
24 on Government documents.

25 141. PLAINTIFF continued to try to stay positive, focused on the new patients and organized
26 four new patients zoom's consultations and scheduled three for TECH 2 weeks for January and
27 February. However, LEWIS was delaying in responding to two other new patients who were
28 becoming increasingly frustrated, and this was making PLAINTIFF feel very bad, since she was

1 as confused as them about LEWIS's schedule changes and cancellations. PLAINTIFF has been
2 often told by Patients/Clients that she was very caring, sensitive, and beyond willing to help.
3 PLAINTIFF always tried to make everyone feel as comfortable, welcomed, and as cared for as
4 possible and for that she got many appreciative words from the patients. Few surprised her by
5 saying "I hope I find you here next time I come" and few of the new patients said they came as
6 new Clients mostly because of the way PLAINTIFF treated them. At the end of December,
7 LEWIS herself gave PLAINTIFF a note thanking her for the work she has done to bring the
8 child's case in the office by writing "God gives us special people in our lives – EE (Esthetic
9 Eyes) is blessed He gave us you. Thank you for getting in M (PATIENT 5)".

10 142. January started with the second new patient case (herein at all time PATIENT 8) with
11 TECH 2. During this difficult case TECH 2 invented a new technique that LEWIS was praising
12 very much. PLAINTIFF witnessed Celia feeling very uncomfortable and requesting LEWIS to
13 stop invading the little space she had in the laboratory, as LEWIS was constantly trying to make
14 video recordings of Celia and her techniques. Lewis did not respect Celia boundaries and ignored
15 Celia's voice message to LEWIS requesting her to not share the videos of her techniques, with
16 anyone else, especially since Celia did a revolutionary new technique for that case. Celia was not
17 respected, and later LEWIS even dared to ask Celia to give permission or to train Blanca. LEWIS
18 asked Celia various time to train or work with Ocampo and Celia refused to train Ocampo again,
19 and to have her videos share with Ocampo who got the job with LEWIS through Celia and when
20 Celia's got cancer, not once reached out to her but continued to work with LEWIS.

21 143. On one of this case days, LEWIS tried to bully PLAINTIFF to Celia, while all present in
22 the office. LEWIS tried to complaint about PLAINTIFF not being willing to take on a new task
23 related with authorizations and superbills. PLAINTIFF was not given a training and many times
24 witness Patients from the past year calling to get the superbills details to get their money return
25 by the Insurance, as LEWIS promised them, they will. LEWIS directed PLAINTIFF to state
26 "some of our charts have been lost in moving the office" when in fact LEWIS knew that in the
27 case of that patient the insurance won't cover the treatment and so misleading the PATIENT to
28 incurred out of pocket expenses. PLAINTIFF did not feel it was a clear process and did not want

1 to be involved in misleading the patients in any way. Because of PLAINTIFF refusal to take on
2 the superbills, LEWIS tried to diminish PLAINTIFF to TECH 2 in whispering “Celia, this girl
3 doesn’t want to do any work”. PLAINTIFF overheard Celia complaint to Lewis about being “as
4 nasty as she used to be to all her past employees”. PLAINTIFF stated that she again heard them
5 talking, and about her and she feels bullied, defamed, and wrongfully accused since “the work”
6 that LEWIS requests of her is not what she contracted and was hired to do”.

7 144. Around this time Celia started to share her experience working with LEWIS and gave
8 PLAINTIFF permission to share it “Celia’s experience with LEWIS started when LEWIS
9 inherited her father’s Frederick Lewis Ocularist practice. Celia was trained by and worked with
10 Frederick years before CAROLE LEWIS STOLPE inherited the business. During LEWIS’s
11 leadership Celia’s responsibilities constantly increased. Besides working on a huge line of
12 patients creating new prosthetic eyes, she was asked to become an educator and train new
13 technicians, as well performing office manager duties like supervising, and training all the staff.
14 Celia was passionate about her craft and often invented new techniques that build LEWIS’s
15 success and clientele. Celia was the creator of the “Over-sized Prosthetic Eye Display” used as
16 promotional pieces up to this day in LEWIS’s office (that LEWIS takes credit for as her
17 creation), as well as the creator of the trademark of the “little red heart logo” signed on patient’s
18 prosthetic eyes, created as a tribute to Celia’s own son who suffered an eye condition that
19 required prosthetic pieces. Celia wanted to leave behind her something to be remembered by and
20 start signing her pieces with a little heart. After firing Celia, when she got cancer, LEWIS kept
21 using that little red heart as her own logo even on a TV show as well as to this day, she asks her
22 technicians to apply a red heart, taking the credit away from Celia. LEWIS often asked Celia to
23 do tasks that were outside of the scope of her job position up to requesting her to work alongside
24 Ocampo in creating LEWIS’s home kitchen decoration, using Celia’s skills with moulding. One
25 of the worst job LEWIS asked Celia to do was to sew LEWIS’s underwear, when LEWIS
26 brought into the office a G-string very proudly stating the brand while demanding and
27 humiliating Celia to sew it up for her. Celia cried the whole time while forced to do this kind of
28 work, demoted from being a stellar technician. Celia was a Mexican immigrant, hardworking

1 woman with three young children who loved, and loves creating prosthetic eyes and had no
2 choice but to do all that was asked by LEWIS in order to keep that position that she was given a
3 chance in by LEWIS's father. When Celia got a diagnose of an aggressive breast cancer, she
4 found herself very soon wrongfully terminated by LEWIS. Celia won a workers compensation
5 case and LEWIS wrote Celia a letter promising to pay Celia for six months money that LEWIS
6 owed her. Celias never received that money from LEWIS. Celia had to sell all she had to survive
7 her two breast surgeries." PLAINTIFF around that time started to become more assertive as she
8 was waking up to understand that LEWIS was not a person making mistakes as the PLAINTIFF
9 chose to believe, but someone who enjoyed discriminating, demoting, harassing and oppressing
10 others for a sense of false -superiority and power.

11 145. Celias has witnesses LEWIS requesting PLAINTIFF to do tasks that were not related
12 with the office Celias witness LEWIS intentionally would ask PLAINTIFF to do work as soon as
13 she announced her lunch break, and LEWIS even sending Celia to ask questions on behalf of
14 LEWIS during the lunch break.

15 146. Mid-January 2023 when Celia was offered a third case while in the office, Celia
16 witnessed the patient (herein at all time PATIENT 9) requesting with tears in her eyes to have her
17 deposit refunded by LEWIS as she did not want to have her piece done by LEWIS. Celia witness
18 LEWIS ignoring the patient request and even humiliating the patient at the bank, ignoring her
19 when she asked for LEWIS's approval for the check. Celia demanded LEWIS to stop humiliating
20 the Patient and give her the needed approval. From that moment on, LEWIS tried at any cost to
21 pass Celia's recorded techniques to Ocampo and to do the cases that PLAINTIFF advertised,
22 promised, and scheduled patients for the high-end TECH 2 to Ocampo, while LEWIS knew and
23 repeatedly stated "Blanca doesn't have the skills".

24 147. PLAINTIFF complained that LEWIS would change the schedule daily to always
25 prioritize as "this is urgent" only what was for LEWIS's personal and home selfish gain and
26 interest. PLAINTIFF complained about her concerns about scheduling the new patients not being
27 given time to find solutions and that she felt confused about how to respond to PATIENTS'
28 requests for appointments. PLAINTIFF complained that she felt that the PATIENTS were

1 righteously getting frustrated as they were disrespected in some being owed money without any
2 accountability and commitment on LEWIS's part of the deal. LEWIS would not address the
3 PLAINTIFF's complaints further than saying, "This is a minor now. I need you to focus on... my
4 plastic surgery doctor appointments..." and proceeding to transfer the PATIENT to an
5 undesirable position and task that felt like a punishment and humiliation for trying to do her job
6 and not to participate in misleading the PATIENTS.

7 148. During this period, LEWIS shared that the reason for losing the new patient was because
8 LEWIS passed the Patient 8 picture with name and phone number attached on it to her son, while
9 requesting some colour patents from him and that the patient end up choosing to go to her son's
10 office instead of LEWIS's for the job. After losing two new patients, LEWIS became very
11 obsessed about doing major rebuild for existing patients with Ocampo.

12 149. LEWIS often made false, shocking and fear base statement to PLAINTIFF to make her
13 vulnerable and PLAINTIFF witness many times such statement being said to patients as a tactic
14 to distract them and make them vulnerable to pay more or in cash and/or to undertake services
15 LEWIS would recommend right after shocking them. One of these patients (herein at all time
16 PATIENT 10) was told by LEWIS that "we're going to close the business next month", leading
17 to charging the visit cost from \$450 to \$3,600 based on a false statement.

18 150. During PATIENT 9 visit, LEWIS scheduled her high-end PATIENT to impress
19 PATIENT 9 with her sophistication. LEWIS introduced to the PLAINTIFF this patient as "the
20 higher paying client that could destroy my reputation" and (herein at all time PATIENT 1)
21 PATIENT 1 had a piece done by Ocampo that was not meeting the standards paid for. LEWIS
22 said, "my reputation depends on it" and LEWIS was very distressed trying to get PATIENT 1
23 piece at the "high-end quality" promised and paid for. LEWIS got her high-end TECH 2 to come
24 and guide her on what the piece was missing, and they delivered the piece. LEWIS demanded
25 that PLAINTIFF keeps TECH 2 identity secret from Ocampo as LEWIS did not want to upset
26 Ocampo by seeing the piece altered or PATIENT 1 revealing TECH 2 identity. LEWIS
27 demanded that from that moment on PATIENT 1 to be scheduled only on weeks TECH 2 was in
28 the office. On the last time PLAINTIFF saw PATIENT 1 on a maintenance appointment,

PATIENT 1 seemed to PLAINTIFF as being vulnerable and distressed as it shared about a family member's medical condition deteriorating and having been distressed about being offered as an option, like in Canada, to put the man to sleep. PATIENT 1 seemed very vulnerable as the man passed away and LEWIS's response was "I stopped my sister who wanted to kill our mother". PLAINTIFF felt that the PATIENT 1 was purposely made to feel more vulnerable by LEWIS's come-back comment. PLAINTIFF felt that LEWIS, who prides herself on being "a shark," was using these shocking tactics to make the already vulnerable patients easier to be manipulate and purchase more services. On that visit PATIENT 1 purchased a product bottle that LEWIS sold to the patients, knowingly selling products even after told PLAINTIFF she doesn't have the required permit to sell products in the business. On the previous PATIENT 1 long-maintenance appointment with TECH 2, PLAINTIFF was surprised when PATIENT 1 paid around \$400 more than the normal rate, which PLAINTIFF in good faith returned to the patient thinking she miss counted. At the end of the workday, LEWIS was furious and shamed PLAINTIFF for "not being able to catch-on from the patient chart" history that this PATIENT 1 was always charged a "special rate". The special rate that was double than the regular rate for maintenance. In her defence, PLAINTIFF shared that she was not trained about different rates for different patients, nor to investigate prices into patients charts for special rates. PLAINTIFF asked how she was to go about it in the future, since that was her first time charging that patient and LEWIS told PLAINTIFF to "fix it" by taking the blame for making a mistake for being her first time. LEWIS did not give PLAINTIFF further explanation on the "special rates calculations or applications" and PLAINTIFF felt that she was denied training opportunities while LEWIS was waiting for the PLAINTIFF to make a mistake to bully and incriminate her unjustly. PLAINTIFF felt it was discriminatory to charge someone more for the same treatment, just because they can pay it, and in complaining to LEWIS about it LEWIS said that "we have a special agreement so charge the rate that you see in the chart from previous visits". On the last time PLAINTIFF saw PATIENT 1, she was checked by LEWIS to make sure she charges the "special rate".

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FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

151. Starting with January 31st and up until February 9, 2023, LEWIS asked PLAINTIFF various times to share with Ocampo the videos of Celia's techniques. PLAINTIFF complained to both Ocampo and LEWIS that it is not right to share videos of someone being recorded without their consent and asked LEWIS to give them a written consent from Celia. Ocampo agreed with PLAINTIFF initially and asked LEWIS for Celia's written consent, however later in the day Ocampo was sitting at LEWIS's desk watching Celia's techniques on LEWIS's iPad while PLAINTIFF was discriminated and sent home earlier, her hour being cut shorter than the 8 hours of work contracted per day. PLAINTIFF complained to LEWIS about being unlawful to share videos of Celia without her consent. PLAINTIFF was sent home earlier in retaliation for her complaint and refusal to transfer videos recordings of Celia techniques to Ocampo, refusing to violate the law and the rights of another individual to consent. PLAINTIFF felt she was punished due to reminding LEWIS that she committed to use Celia for new difficult pieces, that it was not fair-trade nor good faith to try to transfer Celia's videos and through all these misleading the PATIENTS in offering patients services while all along LEWIS knew that OCAMPO couldn't deliver the same work standards and that was a form of deceiving the Patients/Clients through falsified service standards..

152. PLAINTIFF complained LEWIS carrying patients charts in and out of LEWIS's car with patients' pictures and demographic information being visibly to pedestrians. PLAINTIFF believed to be a violation of patients' privacy and HIPPA regulations and often complained about patients charts and work boxes with their names on them being places by LEWIS in places visible to the other patients or showed by LEWIS as promotional tools to new patients' initial consultation, without written consent. PLAINTIFF complained about patients HIPPA rights being violated to LEWIS, Ocampo and Alexia who was often sent by LEWIS to submit PLAINTIFF to Performance Improvement Plan via phone investigations of her performance and to give instructions towards a different plan. PLAINTIFF observed that Alexia was often called upon to submit PLAINTIFF to Performance Improvement Plan, or mentioned as a threat, shaming and intimidation tool by LEWIS, in retaliation for all complains PLAINTIFF expressed at any times in relation to her work and employment rights.

1 153. January 2022. LEWIS again violated the business formalities by asking PLAINTIFF to
2 work for ESTHETIC-ENHANCEMENTS. PLAINTIFF was requested to organize, research, call
3 UCLA and prepare the Nurse Practitioner Reaccreditation for LEWIS, needed for LEWIS's
4 ability to practice at ESTHETIC-ENHANCEMENTS. PLAINTIFF presented to the Defendants
5 that UCLA declared not having any records of credits LEWIS affirmed she got at UCLA and was
6 retaliated by shamed and discriminated for her origin by being bullied for the way she wrote a
7 word, even after researching it on google. LEWIS continue to retaliate by asking PLAINTIFF to
8 write from her work email an untrue statement about UCLA (Exhibit #8).

9 154. When PLAINTIFF refused to incriminate UCLA for credit that LEWIS could not
10 provide and in writing requested LEWIS to not send such untrue statement from her office email
11 or signed under PLAINTIFF name. PLAINTIFF was immediately called next day by Alexia and
12 placed on a Performance Improvement Plan by LEWIS alongside her sister Marilyn and Alexia
13 and soon wrongfully terminated.

14 155. LEWIS requested PLAINTIFF to work on the Nurse Practitioner reaccreditation
15 misleading the PLAINTIFF to think it was a task related to ESTHETIC-EYES, however later on
16 PLAINTIFF realized it was an accreditation that was necessary for ESTHETIC-
17 ENHANCEMENTS' business. LEWIS directed PLAINTIFF to pick up at the Toluca Office the
18 scanner and as a first task to scan the entire stack of papers with credits she's earned over the
19 years, in the order that it was stacked. The stack of papers was covered in thick hairy dust and
20 many of the papers had stains on them as the TL-Office Business Center was still dirty and
21 cluttered.

22 156. On around January 13, 2022, LEWIS requested PLAINTIFF to focus only on the ANCC
23 papers as she wanted them emailed by the 18th. PLAINTIFF said she will do her best to work on
24 it after she finishes what was already on the schedule with a week packed with Patients, and the
25 payment of the bills before the 15th. PLAINTIFF worked the following three-day, while and after
26 seeing patients, around a 10-hour shift overtime to get all the stack of paper scanned and
27 organized. PLAINTIFF cleaned, scanned all the stack of paper in the order that it was and saved
28

1 them on two different folders: one as in the stack and another organized by the date, time and
2 place each credit has been acquired.

3 157. On January 17, 2022, in finishing scanning the stack of papers, PLAINTIFF realized, and
4 complained to LEWIS that “the ANCC reaccreditation letter requests a specific order of credits
5 earned in a specific time frame of years, and that the stack of papers has years and credits that are
6 invalid”. PLAINTIFF showed to LEWIS the two differently accessible folders on the laptop and
7 requested LEWIS to direct her which credit she thought were needed. LEWIS said, “bomb
8 Rosemary with all credits I have”, with the unorganized stack even if it’s unrequired by ANCC,
9 because “it will gain me time”.

10 158. LEWIS warned PLAINTIFF to not refer to her as a doctor in writing to ANCC. For the
11 first time LEWIS told PLAINTIFF to not refer to her as doctor, as all previous times she would
12 ask PLAINTIFF to address the patients “Call and tell... Doctor Lewis...” Also, all patients
13 referred to LEWIS as being a doctor. LEWIS dictated to PLAINTIFF to refer to her as “Doctor
14 Lewis” in responding to ESTHETIC-EYES calls and even LEWIS herself mentioned to
15 PLAINTIFF and to patients during office visits that she has a degree in Internal medicine. It was
16 understood later by PLAINTIFF from scanning LEWIS’s resume for ANCC that LEWIS had
17 only studied two years in 1989 to become an Anaplastologist before becoming an Ocularist in her
18 father’s practice and she had no credits supporting being an internal medicine doctor and for that
19 PLAINTIFF was not to mention it to ANCC who were on a mission to gather LEWIS’s
20 accreditation.

21 159. PLAINTIFF expressed her concern about offending Rosemary and pointed that with the
22 due date so close they might not have enough time to waste on waiting for Rosemary to review
23 the stack and then risk having her ask to provide what the letter was requesting to begin with.

24 160. LEWIS disregarded the concern and as a usual proceeded to punishment PLAINTIFF for
25 “daring to disagree or complain” and started diminishing and bullying PLAINTIFF on her origin
26 and English writing skills as follow: LEWIS requested PLAINTIFF to type an email to
27 Rosemary written by LEWIS as “Enclosed find the documents requested of Medical Education
28 that compliments my “Ocularistry practice” (Artificial Eye Restoration). Etc...” LEWIS

1 requested to get it printed for her review. PLAINTIFF, in typing the paper LEWIS gave her,
2 noticed that the word “Ocularist” was suggested both by Google and Word, to replace
3 “Ocularistry” that was not appearing as an existing word in the web vocabulary and was marking
4 it as being incorrect. When she reflected it back to LEWIS asking what was correct, LEWIS
5 diminished the PLAINTIFF saying “Do you not know how to write in English... type what I
6 wrote ... it’s Ocularistry practice”. LEWIS then proceeded to change the phrase to make it look
7 like PLAINTIFF made other mistakes and mumbling said something about “add footer to it”.

8 161. When PLAINTIFF expressed that she did not understand what LEWIS wanted to be
9 done, besides have it retyped, as she already felt distressed LEWIS while starting a call to
10 someone began to shame and diminished PLAINTIFF over the call saying to the other caller,
11 “Can you tell me how to do the footer, she won’t do it”. PLAINTIFF got startled and very
12 distressed at yet another triangulation of bullying and abuse of power and told LEWIS that it’s
13 very rude to make comments to other people about her, like she was not there present, that she
14 felt bullied and was leaving the office to regulate her emotions during her already delayed lunch
15 break. LEWIS proceeded to call PLAINTIFF during her lunch break, but she did not pick up.
16 When PLAINTIFF returned to the office, LEWIS gave her the printed page back, with some
17 glued portion on top and bottom of it that PLAINTIFF understood that LEWIS changed her mind
18 and instead of an email, LEWIS turned the email dictation into a cover letter, while all along
19 LEWIS was asking to email Rosemary. PLAINTIFF had already her schedule over-booked with
20 patients checking-in and out and expressed to LEWIS that she’s going to try type the cover letter
21 in between patients or at the end of the day when her tasks related with seeing patients were
22 completed.

23 162. Between Monday January 23 to 25, 2023 LEWIS proceeded to ask PLAINTIFF to
24 prepare those credits in the order requested on the Letter of Reaccreditation, as Rosemary’s
25 response came requesting to refer to the letter and the exact credits requested in that order.
26 PLAINTIFF again was forced to work overtime as LEWIS proceeded to engage PLAINTIFF in a
27 training on polies and lengthy conversation around the schedule for February and taking on from
28 Ocampo the tasks of organizing the patient’s work and digital boxes.

1 163. PLAINTIFF while working on ANCC list, came to realize that LEWIS was missing
2 credits required. LEWIS denied missing any credit and then produced two memory sticks and
3 two CDs with many credits that were in the dusty stack of paper, scanned and organized already
4 by someone else before. PLAINTIFF spend many hours on the ANCC accreditation and looking
5 back through office emails on the previous year's reaccreditation tried to learn and to find what
6 was missing. PLAINTIFF realized that the UCLA credit LEWIS was missing were requested,
7 investigated and not found two years prior by the Executive Business and Personal Assistant
8 employee named Becky who seemed to have worked herself on the Nurse Accreditation, and
9 tried to locate those credit unsuccessfully from October 29, 2020, up to November 13, 2020.

10 164. PLAINTIFF reflected to LEWIS that those credits were not trackable since 2020 and
11 LEWIS proceeded to have PLAINTIFF find and call the people Becky has contacted via email
12 and to call UCLA and get them to investigate their archives for all the credit LEWIS sustained,
13 she had earned at that institution.

14 165. Until January 26, 2023, PLAINTIFF continued to review the documentation, email and
15 call for the missing credits while also preparing with LEWIS for the 3rd new patient's case that
16 required Celia's skills and was meeting the goal of regaining reputation by taking on two new
17 cases per month.

18 166. January 30, 2023, PLAINTIFF heard back from UCLA credit department and spoke with
19 a very willing to help, friendly, foreign accent lady called Chery who looked everywhere for all
20 LEWIS's credits under all possible names: Carole or Carolyne, Lewis, Lewis Stolpe, Lee Lewis
21 or Lee Lewis Stolpe and nothing was found under LEWIS name and date of birth. When
22 PLAINTIFF presented to LEWIS the reality around the UCLA credits, LEWIS rejected the
23 information PLAINTIFF found and very frustrated proceeded to a Performance Improvement
24 Plan requesting PLAINTIFF to walk her through all the files she provided from the paper stack,
25 to the memory stick, the CD and UCLA numbers PLAINTIFF called, all in an intent to diverse
26 the attention from the reality and place it on finding something to blame and shame PLAINTIFF
27 for.

28 ///

1 167. While on PLAINTIFF's laptop trying to understand the folders and documentation
2 saved, LEWIS took her frustration out by harassing Ocampo for having organized some boxes in
3 a wrongful manner. Ocampo was startled and tried to complain that she was doing exactly what
4 LEWIS asked of her, and LEWIS snapped at Ocampo denying Ocampo's reality and saying that
5 she wanted something else, and Ocampo didn't understand. PLAINTIFF complaint to LEWIS
6 that she's unlawfully harassing Ocampo and that it's not fair the way LEWIS demotes and
7 changes the tasks and the reality of things, because PLAINTIFF did witness LEWIS requiring
8 Ocampo to place those boxes on the high shelf that was already a very hard task for Ocampo to
9 do, considering LEWIS and everyone could notice that Ocampo was suffering and limping from
10 both shoulder and leg injuries.

11 168. LEWIS persisted in trying to find errors in PLAINTIFF work by saying she's going to
12 find the credit herself and proceeded to move PLAINTIFF to work on a new "project" for
13 ESTHETIC-EYES, that consisted in researching, learning, and doing a form for the patient's
14 Insurance to give them approval for treatment. For that LEWIS brought a thick folder with
15 different types of diagnosis that belong to her father and that contained patients that had
16 Prosthetic Eyes for different reasons. That was about all that LEWIS's training to PLAINTIFF
17 consisted of. LEWIS proceeded to ask PLAINTIFF to "figure it out" and every day pointed that
18 "is urgent or this is a Major" because the patient is waiting, while unwilling to give further
19 direction, training, or knowledge on the matter.

20 169. Later in the day, on January 31st 2023, and up until February 9, 2023, LEWIS started to
21 pressure PLAINTIFF, in various times and ways, about transferring the videos of Celia during
22 January when she invented a new technique to Ocampo's iPad. PLAINTIFF refused and warned
23 both LEWIS and Ocampo of being not only immoral and unethical but was afraid it was also
24 unlawful. PLAINTIFF complained to both Ocampo and LEWIS that it is against her religious
25 practice and that for PLAINTIFF in taking someone's work away from them, while denying their
26 rights to their professional trade and inventions was a form of robbing their earned bread. LEWIS
27 dismissed PLAINTIFF and proceeded to ask her to transfer the files as that was her job. Ocampo
28 initially agreed with PLAINTIFF and asked LEWIS for Celia's written consent. As a punishment

1 for requesting written consent and complaining, LEWIS asked PLAINTIFF to leave the office 45
2 minutes earlier that day while keeping Ocampo the entire set schedule and convincing her to
3 participate in watching on LEWIS's iPad the videos of Celia. PLAINTIFF proceeded to warn
4 Celia who then asked LEWIS not to share her work and techniques with Ocampo or anyone,
5 because LEWIS promised that only LEWIS would watch the videos and she didn't consent being
6 recorded in the first place. LEWIS did not address neither PLAINTIFF, Ocampo or Celia's
7 complaints at any point and continued to pressure PLAINTIFF to email the files few days later.

8 170. Alexia was employed and being placed in charge by LEWIS on last Performance
9 Improvement Plan toward harassing, bullying and oppressing PLAINTIFF about the UCLA
10 documentation and the false statement LEWIS wanted PLAINTIFF to write about UCLA to
11 serve LEWIS's reaccreditation as Nurse Practitioner that was needed for the ESTHETIC-
12 ENHANCEMENTS business practice.

13 171. LEWIS often asked PLAINTIFF to pray with her by holding hands. PLAINTIFF
14 religious practice was not exactly as LEWIS's and around beginning of February 2023 she
15 refused to pray for what LEWIS requested which seemed to disappoint and upset LEWIS more
16 than she already felt disappointed by PLAINTIFF regarding previous complaint as well as her
17 refusal to do LEWIS's requested task about transferring the videos with the invented skill done
18 by Celia and sending the false statement written by LEWIS about UCLA (Exhibit #8).

19 172. Around February 2, 2022, while LEWIS reviewed the summary of all the bills needed to
20 be paid on the 1st of the month, commented that PLAINTIFF was "paid too much" and that from
21 that moment on LEWIS won't pay for the parking in Beverly Hills, but PLAINTIFF can move
22 her car every two-hours like Becky did. PLAINTIFF gave LEWIS the Timekeeping and
23 explained that the last week PLAINTIFF was forced to work many over-time days due to the
24 UCLA added tasks added.

25 173. Between February 1st and 9th, 2023 LEWIS continued to pressure PLAINTIFF about
26 Celia's videos being transfer to Ocampo. PLAINTIFF refused. During this week LEWIS went as
27 far as to prohibit PLAINTIFF to bring water from her car into the office as it was done since
28 ///

1 August and as any business establishment required drinking water, was needed both for
2 employees and Patients/Clients needing a glass of water or coffee at times.

3 174. Between February 1st and 8th, 2023 LEWIS discriminated against PLAINTIFF by giving
4 PLAINTIFF only few checks at a time, instead of the usual stack to print the Due Bills office
5 expenses.

6 175. On Thursday February 9, 2023, LEWIS again told PLAINTIFF to transfer the videos of
7 Celia's techniques to Ocampo's iPad. PLAINTIFF approached Ocampo in private and told her
8 that she asked Celia about the video recordings and was told that LEWIS did not have the
9 permission to share her techniques. Ocampo seemed to continue to agree that it was unethical,
10 but later that day Ocampo was called to sit at LEWIS's desk watching Celia's techniques on
11 LEWIS's iPad while PLAINTIFF was demoted and discriminated by being requested to leave the
12 office and go home earlier. LEWIS decided to cut PLAINTIFF workday shorter than the 8 hours
13 of work contracted per day.

14 176. LEWIS delayed PLAINTIFF's parking and remote cell phone payment for 7 days.
15 LEWIS owed PLAINTIFF \$152 for parking between December 16 and February 2nd, 2023, as
16 well for expenses of \$23 per month for cell phone reimbursement. The check total of \$175 was
17 being refused by LEWIS until February 8, 2023, when PLAINTIFF refused to work using her
18 phone unless she will be paid in the same time with Ocampo's check and the rest of the bills
19 demanded to be paid.

20 177. Alexia was called and placed in charge by LEWIS to investigate PLAINTIFF's
21 complaints about LEWIS discriminating with giving checks to be printed for Ocampo's wages
22 and the office bills between February 3rd and 8th, while LEWIS was refusing and delaying paying
23 PLAINTIFF last expenses for about seven days. LEWIS told PLAINTIFF:" Alexia needs to
24 approve these expenses". PLAINTIFF expenses have been owed and withhold seven alongside
25 Ocampo's wages. LEWIS deceitfully withhold and denied PLAINTIFF's owed money, since at
26 no point before was PLAINTIFF's salary delayed for such a long period nor did it required to get
27 Alexia's approval.

28 ///

1 178. PLAINTIFF felt very distressed witnessing LEWIS delaying the patients and at the same
2 time sneaking on Celia, hoping she would get the video with the skills she needed from Celia to
3 then teach Ocampo and capitalize on Celia's goodwill and faith again.

4 179. February, PLAINTIFF scheduled a new patient (herein at all times PATIENT 11)
5 according to LEWIS instructions to promise and advertise the high-end treatment with TECH 2
6 PATIENT 11 was seen in the office and was submitted to physical harassment to "lock knees
7 under the desk" with LEWIS. This made PLAINTIFF very uncomfortable as she noticed the
8 patients becoming vulnerable to involuntary decisions under pressure and it worked in the case of
9 this PATIENT 11 who at LEWIS's story of "moving the office and not being available after"
10 rushed to get a piece done. The piece was made with Ocampo and PLAINTIFF complained again
11 of the deceit she was involuntarily made part of, while LEWIS knew the reality that Ocampo did
12 not have the skill to deliver the work that LEWIS promised to the patient.

13 180. PLAINTIFF complained many times to LEWIS breaking patients' HIPPA rights by
14 sharing patients' pictures and information via text, by carrying patients' charts in and out of
15 LEWIS's car with patients' face pictures and demographic information being visible to
16 pedestrians. PLAINTIFF complained about patients' charts and work boxes with their names on
17 them being placed by LEWIS in places visible to the other patients while in the office or shown
18 by LEWIS as promotional tools to patients during consultation without providing written
19 consent. On one occasion, LEWIS even asked one patient's mother to carry patient charts into
20 the office. The patient was arriving at the office at the same time as LEWIS and Ocampo, and the
21 HIPPA privacy of the other patients was violated. PLAINTIFF complained about patients'
22 HIPPA rights being violated to LEWIS, Ocampo and Alexia and was ignored.

23 181. Around the retaliatory period between February 1st-8th, 2023, LEWIS defamed
24 PLAINTIFF to Alexia who called PLAINTIFF after work hours to address the conflict arising
25 from LEWIS discriminating against PLAINTIFF by not bringing checks into the office enough
26 for Ocampo and PLAINTIFF's owed salaries and withholding PLAINTIFF's owe money for
27 seven days. PLAINTIFF observed that Alexia was often called upon to submit PLAINTIFF to
28 Performance Improvement Plan, or mentioned as a threat, shaming and intimidation tool by

1 LEWIS, as punishment for all complains PLAINTIFF expressed at any times about violations of
2 the law and her legal rights.

3 182. During the call, Alexia accused PLAINTIFF indirectly referring to LEWIS's
4 defamation in regard to PLAINTIFF's work ethic pointing that Lewis "believes you raised your
5 own salary, she doesn't remember giving you a raise". PLAINTIFF complained to Alexia about
6 LEWIS's increasingly oppressive and unreasonable behaviours, in trying to involve PLAINTIFF
7 in unlawful and illegal activities like UCLA, and the increasing discrimination against
8 PLAINTIFF by repeatedly deceiving and denying her a lawful employment classification,
9 withholding her money. PLAINTIFF also complained to Alexia about LEWIS's increased
10 disregard and violations of privacy under HIPPA and express concern about the last two
11 incidents where LEWIS was reckless by sharing PATIENT's pictures with LEWIS's son and the
12 PATIENT finding out and complained.

13 183. PLAINTIFF expressed her concern about the escalated ways of punishment and
14 demotions that led to LEWIS denying the office and PLAINTIFF drinking water in the office and
15 deceitfully defaming PLAINTIFF to Alexia in the false accusation about PLAINTIFF raise not
16 having been given to her by LEWIS.

17 184. PLAINTIFF asked Alexia in what capacity she's authorized to investigate her promised
18 employment contract and how she intends to communicate PLAINTIFF's complains to LEWIS.
19 Alexia told PLAINTIFF that she was "just a friend trying to help LEWIS". At that point,
20 PLAINTIFF told ALEXIA that she felt deceived as she was instructed to speak to Alexia as a
21 supervisor. PLAINTIFF complained to ALEXIA about the oppressive ways that LEWIS has
22 cornered PLAINTIFF by forming a triangle with ALEXIA, who was stating to not be an actual
23 employee of LEWIS. PLAINTIFF politely asked ALEXIA not to contact her regarding anything
24 related to LEWIS and the office anymore.

25 185. Alexia dismissed PLAINTIFF's request and next evening texted the PLAINTIFF
26 requesting a copy of the contracts in the documents that PLAINTIFF had emailed and reviewed
27 with LEWIS in October/November when PLAINTIFF requested a lawful employment
28 classification either by being given benefits in continuing to work as she did to that point under

1 LEWIS direction and supervision as a W-2 employee or to be given by LEWIS an independent
2 contractor contract.

3 186. PLAINTIFF having complained to Alexia and then requesting her not to contact
4 PLAINTIFF on behalf of office business, as well as PLAINTIFF not responding to ALEXIA last
5 text message, are a probable cause for which LEWIS punished PLAINTIFF with a last-minute
6 work-day cancellation. LEWIS texted PLAINTIFF on Friday, February 10, 2023, around 8am
7 stating "...please do not go into the office today. See you Monday at 9 am" (Exhibit #14).

8 187. PLAINTIFF reported to work at 9 a.m. on Monday, February 13, 2023, and was
9 disturbed to find her desk cleared of the laptop, her notes and documents she worked on the prior
10 week. PLAINTIFF felt she's again forced and put in front of a "decision without consulted or
11 giving her consent" and maybe that day she was asked to work at the TL-Attic Business Center.
12 LEWIS was on a call on the speaker with a man telling him "Laura is in the office now, so let me
13 work with her..." PLAINTIFF felt disorientated was trying to stay focused on immediately the
14 last week unprofessional abuse of power and punishments that LEWIS recurred to. As soon as
15 she was called to LEWIS desk, PLAINTIFF complained to LEWIS about the unfair business
16 practices, and continually deceitful promises to address the wilful misclassification, and the
17 overall lack of fair-trade and the repeated ways LEWIS abused power. PLAINTIFF expressed
18 her concern about coming to completely distrusting LEWIS and asked to be given a written
19 agreement in that moment. PLAINTIFF requested again a clear break-down of her work
20 responsibilities, schedule, office location and tasks she will be required to perform as part of her
21 position from that moment on.

22 188. LEWIS dismissed PLAINTIFF's complaints and proceeded to distract from the
23 conversations, by mentioning Toni coming over to what it felt to PLAINTIFF to be a form of
24 intimidation. LEWIS did not address the PLAINTIFF concerns, nor mentioned anything yet
25 about her being fired, but under a false pretext stated, "Toni is on his way", requested the office
26 key "for him to come in and out today".

27 189. LEWIS continued to ignore PLAINTIFF's complaint with what it seemed to
28 PLAINTIFF to be some unrelated information distracting from her complaints, and she felt

mislead and further confused by LEWIS who proceeded to change the subject stating "...you know that we have an operation scheduled for about three weeks ... And I spoke with Tina, and she thinks we don't have enough patients scheduled, and not enough work for the next three weeks..."

190. PLAINTIFF expressed her disappointment at LEWIS used yet another false pretext by implicating her accountant Tina in stating that the accountant had authority to review the patients schedule for the following weeks and or had authority to decide what work was needed for the office and/or what would be considered as "not enough work". The accountants never supervised the schedule before or brought input to PLAINTIFF about the work needed for the office. LEWIS did not give PLAINTIFF a notice of employment termination prior to that statement but promised and assigned PLAINTIFF work related with booking patients and new cases up to APRIL 2022. PLAINTIFF was again deceived, distracted, and denied answers to her concerns related with the promise LEWIS made about addressing her employment status and applying a proper employment classification and/or contract.

191. PLAINTIFF felt that LEWIS was using another distraction and false pretext while hinting at the portion in the schedule where PLAINTIFF was told not to schedule patients but to work instead on FDA, "pollies", responding to new patients because LEWIS was undergoing a plastic surgery. PLAINTIFF was already scheduled to work and had general tasks aligned to cover those three weeks. Moreover, both PLAINTIFF and Ocampo repeatedly asked LEWIS for clarity on what their task will be during the period LEWIS was undergoing the plastic surgery and were not told they won't be working. PLAINTIFF and Ocampo complained to each other about LEWIS avoiding sitting down with them and clearly schedule those weeks. And PLAINTIFF even shared that she will be happy to take a vacation to go see her grandma. Under these circumstance and deceitful pretext of "not having work" PLAINTIFF felt LEWIS was falsely blaming the accountants as an excuse for LEWIS's intentions, to again either alter and/or cut down PLAINTIFF's schedule for another way of harassing and demoting her to pressure her to work at the horrible TL-Attic Business Center during LEWIS's surgery recovery.

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1 192. Like in November, PLAINTIFF felt LEWIS was wilfully refusing to address
2 PLAINTIFF's concerns by threatening her with terminating her employment. PLAINTIFF felt
3 pressure to stop complaining and requesting to be given a contract that would address her
4 complaints about the existence of a misclassification. PLAINTIFF felt pressure to take on
5 whatever schedule and tasks LEWIS decided, even when unlawful or fraudulent like getting
6 narcotics on patients not seen in the office, like in the case of Celia's videos, the UCLA false
7 statement (Exhibits #8, 9), and the false advertisement of service standards and laboratory
8 technicians assigned to the patients. PLAINTIFF felt pressure to give up her truth and legal rights
9 to enable LEWIS's abuse of power exerted in discrimination, harassment and punishment
10 towards all employees and patients who dare asking questions about LEWIS actions and
11 behaviours. PLAINTIFF felt that LEWIS again recurred to intimidations and threats to continue
12 to abuse power and to assume that PLAINTIFF was under her command, not knowing the ways
13 in this country, with no choices or legal rights, and was to be told by LEWIS when and where to
14 work, while all along LEWIS was wilful delaying to address and continued to deceive
15 PLAINTIFF about the misclassification and/or a written fair-trade agreement reflecting her
16 employment status.

17 193. PLAINTIFF did not presented PLAINTIFF with a termination notice. LEWIS did not tell
18 PLAINTIFF that she's being fired but stated "I won't need you for the next three weeks. You're
19 an independent contractor so I'm giving you your final check".

20 194. LEWIS extended a check to PLAINTIFF that by doing a quick calculation was almost
21 half of the amount PLAINTIFF was owed for her work up to that date. PLAINTIFF asked if
22 LEWIS has records of her last two weeks hours worked and LEWIS responded "Yes".
23 PLAINTIFF complained in good faith that the check was erroneous and told LEWIS that she will
24 go to her desk to write down the exact hours she worked in the past two weeks. PLAINTIFF in
25 good faith thought that LEWIS could of make an honest mistake due to not yet having
26 PLAINTIFF's Timekeeping record send to the office email (Exhibit #10).

27 195. LEWIS's answer was "I'm going with that amount..." and proceeded to distract the
28 conversation to explain that the laptop was taken to TL-Attic Business Center by Edwin.

1 PLAINTIFF felt at that point that LEWIS removed the laptop intentionally to prevent her from
2 having access to her last two weeks records of hours worked, as LEWIS has done before with her
3 notebook containing the hours worked in August 2022, that was found months later in LEWIS's
4 car. PLAINTIFF told LEWIS she has records of her hours worked tracked on her phone and was
5 going to her desk to write it down for LEWIS to reconsider send them to the accountants to
6 review and properly terminate PLAINTIFF's employment by paying her fair and in full final
7 wages. However, LEWIS continued to request that PLAINTIFF take the check given to her and
8 in a very threatening and distorted way stated "I'm going with that amount ...Toni is on his way
9 ... I 'll escort you out of the office".

10 196. PLAINTIFF started to feel that LEWIS wilfully and intentionally invented the amount on
11 the erroneous check given to the PLAINTIFF based on no actual information, to further
12 scrutinize, demote, harass, and distress the PLAINTIFF. At that point PLAINTIFF understood
13 that LEWIS had no fair or good intentions towards PLAINTIFF and might further invent some
14 story that PLAINTIFF was paid and/or has taken some form of payment for her final wages.
15 Therefore, PLAINTIFF told LEWIS she was going to her desk to write the correct Timekeeping
16 to either be paid in full or be given a verbal or written record or notice about why LEWIS is
17 denying her wages.

18 197. LEWIS, unlike how she trained PLAINTIFF, immediately refuse PLAINTIFF the right
19 to write her Timekeeping and in different ways demanded her to leave the office, without her
20 final wages owed to her in full. LEWIS proceeded to engage in different tactics, with the sole-
21 goal of distressing and pressuring PLANTIFF to voluntarily give up her rights and leave the
22 office without her owed in full final wages. LEWIS initially would tell PLAINTIFF, "I'll escort
23 you out... Toni is on his way ... Can you leave now... I need you to leave..." When PLAINTIFF
24 in good faith responded that she can't accept anything less than her final wages in full, or a
25 verbal or written record or notice about why LEWIS is denying her wages in full, LEWIS
26 proceeded to call on speaker phone a man with a very thick voice that LEWIS referred to as "my
27 contractor Toni", saying "Toni are you on your way. I want her out of the office, are you going to
28 make it? ... I'm going to walk her outside the office and meet you downstairs". LEWIS was

1 demanding and forcing upon PLAINTIFF's desk to take the erroneous check. PLAINTIFF
2 repeated that she will not accept anything less than her final wages in full or a verbal or written
3 record or notice about why LEWIS is denying her wages in full. LEWIS continued to tell Toni "I
4 want her out of the office now... I have an issue here".

5 198. PLAINTIFF from this point on gradually started to feel that she has been called into the
6 office that day only, to be humiliated, be inflicted harm upon and to cause PLAINTIFF further
7 distress and trauma responses, as LEWIS previously tried to distress PLAINTIFF mental state
8 and PTSD with reckless driving, the ticks, the attic and chemicals, and evolved into trying to
9 entrap her in unlawful acts etc ... PLAINTIFF knew that LEWIS had the power of authority to
10 email PLAINTIFF on Friday about either cutting her hours or terminating the employment, but
11 instead LEWIS called PLAINTIFF to work on MONDAY knowing that there was no work
12 planned for that day. PLAINTIFF felt that she was intentionally called into work on MONDAY
13 to be intimidated, distressed, and harmed mentally and emotionally as LEWIS knew she was
14 terminating PLAINTIFF's employment, under the false pretext, of not enough work existing.

15 199. LEWIS proceeded to then call on speaker phone Alexia, to further shame and intimidate
16 PLAINTIFF to take the erroneous check. PLAINTIFF repeated "I'm not going to take this check
17 because it doesn't reflect the correct amount. LEWIS turned towards PLAINTIFF and falsely
18 stated on the speaker phone to Alexia "She's (PLAINTIFF)going to call the police". PLAINTIFF
19 felt very confused about being given a task by LEWIS at that distressful time, that would be
20 against PLAINTIFF's will and wellbeing, to call the police. PLAINTIFF was very distressed at
21 being again cornered and bullied with Alexia. PLAINTIFF felt Alexia was as other time brought
22 in, as a double-down back-up to coerce PLAINTIFF to renounce her rights, in this case, her
23 wages. PLAINTIFF felt very distressed at LEWIS's manipulative way of ordering PLAINTIFF
24 to call the police while on the call to Alexia. PLAINTIFF felt LEWIS was misrepresenting her
25 and inappropriately demanding PLAINTIFF take on the task of calling the police for LEWIS,
26 who was not only denying her wages, but was bullying her on the phone with Alexia. LEWIS
27 again disregarding PLAINTIFF's right to choose by telling Alexia what PLAINTIFF was going
28 to do, without consenting, which was very troubling to PLAINTIFF. While trying to continue to

1 do her Timekeeping, PLAINTIFF very upset responded that she was not going to call the police
2 for LEWIS but continue to write her Timekeeping and wait until LEWIS will give her a record or
3 any notice for the reasons why LEWIS was refusing to pay her wages in full. At this point Lewis
4 launched towards PLAINTIFF's desk raising her voice stating, "I want you out of my office".

5 200. LEWIS started to violently hit PLAINTIFF's desk while grabbing for the paper and pen
6 PLAINTIFF was writing with. LEWIS was repeating "I want you out of my office". PLAINTIFF
7 screamed "Don't touch me!" LEWIS dismissed and continued to assault PLAINTIFF and to
8 threaten her physical, mental, and emotional state slamming the desk and grabbing at her hands
9 for the pen or paper she was writing on, saying, "Get out of my office". PLAINTIFF screamed
10 again in reaction and terror of the situation escalating "Carole if you touch me, you're going to
11 get in a lot of problems." LEWIS moved away from the desk and PLAINTIFF felt relief.
12 PLAINTIFF was unable to understand at that moment why LEWIS was trying to involve her in
13 an undesired act of a physical alteration and further trigger PLAINTIFF's PTSD. PLAINTIFF
14 reached out to her husband to come meet her at the office as she was very confused and
15 disorientated threatened.

16 201. LEWIS proceeded to intimidate and distress PLAINTIFF by calling on the speaker
17 phone her sister Marilyn and again recalling how "...Tony is being delayed and I'm going to
18 have them, escort her out of the office." LEWIS kept the call on speaker phone and PLAINTIFF
19 felt very pressured, unjustly shamed as well as further threatened by Marilyne who on speaker
20 phone told LEWIS and PLAINTIFF heard "Wait for Tony to get there and then Tony might ... let
21 her call the police" PLAINTIFF felt very terrorized at Marilyn's insinuation that Toni would
22 have any ways, means, plan or power in convincing or "letting" PLAINTIFF call the police",
23 because PLAINTIFF already said she was not consenting and not going to call the police.
24 PLAINTIFF wondered why both Marilyne and LEWIS would count in this man Toni
25 "letting/allowing" anything related with the PLAINTIFF to happen. PLAINTIFF was already
26 intimidated by Toni, from LEWIS's previous "bragging" about "knowing Toni" to other patients
27 and in any "situations" LEWIS needed fixed. For PLAINTIFF, LEWIS was referring to this
28 person like some sort of superior person that would have power to "let" PLAINTIFF and others

1 do any sort of things LEWIS demanded done. PLAINTIFF was called into work, was working at
2 tracking her Timekeeping document as she was demanded to do for the previous months to be
3 properly paid, and felt she was doing nothing wrong to be threatened.

4 202. PLAINTIFF shocked by all the punishing schemes LEWIS was decided to employ just to
5 prevent her from getting her last wages reached out to Ocampo to get evidence as soon as
6 possible that PLAINTIFF was in the office and worked with Ocampo since February 1st, 2023.
7 PLAINTIFF feared that LEWIS might go as far to deny her wages by creating a scheme to say
8 that PLAINTIFF did not work at all those days written on the Timekeeping paper that she gave to
9 LEWIS.

10 203. LEWIS further asked Alexia to call the police. PLAINTIFF was sitting at her desk where
11 she's been sitting the whole-time during LEWIS's previous intimidations, physical assault, and
12 coercions that felt to PLAINTIFF a pressure to give up her legal and labor rights.

13 204. LEWIS walked-in the police officers and PLAINTIFF immediately told the officers that
14 she was called into work and had a text message evidencing that she was not trespassing (Exhibit
15 # 14). PLAINTIFF explained that she was only waiting on LEWIS to give her a written or audio
16 record on the reason why her wages were denied to her when PLAINTIFF has provided the
17 usually demanded Timekeeping record. PLAINTIFF asked the officers for a record that she
18 placed Timekeeping record on LEWIS's desk alongside the deceiving and erroneous check given
19 to her by LEWIS, to evidence that PLAINTIFF was send away without her wages and without a
20 reason why they were denied to her. PLAINTIFF asked for police report on why her wages were
21 reduced and denied to her. The officers said they cannot write a report on a civil matter, but that
22 they were wearing body-cameras that record all incidents, and that the incident was being
23 recorded. The officers asked if PLAINTIFF was willing to leave the office and she agreed.
24 PLAINTIFF felt some relief knowing that evidence was recorded by the officers of her leaving
25 without a termination notice, without the lawful payment of her due wages in full, that she
26 complained of being denied her wages and wilfully deceived with an erroneous check while
27 denied her wages. PLAINTIFF walked out of the office between 9:45 - 10 a.m. and met her
28 husband who came to help her calm down as she was unable to drive alone.

1 205. LEWIS placed Alexia in charge to communicate to PLAINTIFF, on behalf of LEWIS,
2 the reasons why LEWIS decided not to pay PLAINTIFF her last wages on the last day at
3 ESTHETIC-EYES on February 13, 2023. Alexia left a voice message on PLAINTIFF's phone
4 around 10:26 a.m. Alexia disregarded PLAINTIFF's request from their last phone conversation
5 the prior Wednesday about Alexia not contacting PLAINTIFF on behalf of LEWIS anymore.
6 Alexia under a false pretext of "just finding out what the issue was this morning" further
7 distressed PLAINTIFF, who heard Alexia on the call with LEWIS witnessing and participating
8 in the coercion and intimidation of PLAINTIFF, and who also called the police. Alexia stated "I
9 just spoke to Carole (LEWIS) to find out what the issue was this morning ... We discussed the
10 amount per hour that you were give and I guess, as far as she (LEWIS) knows, there was no
11 written agreement on the raise ... So, but I told her that if you've been paying that without
12 knowing you can't really go back. SO, what I've advice and she's going to do, she's going to
13 write you a check on the remaining amount, that was expected, though she said it was never
14 agreed upon. And she's going to leave it in the front office of the building for you ... And just
15 needs to be signed that everything is done now, so that she can move on, and everyone can move
16 on. Sorry that it had to end like that, but the best thing to do is for her to ... again even though
17 she says she never agreed upon the raise, well if you've already given her that without knowing
18 ... So, she's going to leave the remaining of the check that you're expecting, and it will be at the
19 office today ... Get it and then just sign the document that all has been ... "(Exhibit #11)

20 206. PLAINTIFF felt horrified at the entrapment that LEWIS and her friend Alexia were
21 continuing to set up for PLAINTIFF's further distress. LEWIS employed Alexia, under false
22 pretence of "just finding out" to offer PLAINTIFF to sign a document in exchange of her due
23 upon termination wages.

24 207. Around 2:27 p.m. LEWIS group-text messaged Alexia and PLAINTIFF a document
25 entitled "termination agreement" (Exhibit # 11). PLAINTIFF felt sick and terrified reading the
26 document demanding as a condition, and extortion, in exchange for her own wages to lie about
27 PLAINTIFF's experience with LEWIS since November 2022 and consequently self-
28 incrimination. PLAINTIFF felt that LEWIS was determined to continue to invent things to try to

1 incriminate PLAINTIFF. PLAINTIFF felt that it was ironic how LEWIS was quick to offer a
2 termination agreement to be sign, after deceiving and discriminating PLAINTIFF on basis of her
3 place of origin stating “no one in America will give you a contract. It’s too socialized. Maybe in
4 Europe” on November 7, 2023.

5 208. PLAINTIFF felt LEWIS wilfully deceived PLAINTIFF since November 2022 in
6 promising to address the misclassification and her protected action discrimination complaints.
7 PLAINTIFF felt that LEWIS delayed and deprived PLAINTIFF of a contract to gain time and
8 opportunity to entrap PLAINTIFF by engaging her in various schemes of unlawful acts (Exhibits
9 # 8, 9), that would only serve LEWIS further to extort PLAINTIFF into denouncing her rights.

10 209. PLAINTIFF felt LEWIS will stop at nothing in her attempt to entrap PLAINTIFF in
11 further causing harm and distress, where PLAINTIFF would have no choice but to take on any
12 task LEWIS demanded. PLAINTIFF felt terrified reading LEWIS’s final extortion “Once you
13 have signed and returned the termination agreement, I will leave your final check...”
14 PLAINTIFF felt very scared at all the ways and means LEWIS employed and continued to
15 employ to try to incriminate and entrap PLAINTIFF, leading up to demanding PLAINTIFF to
16 self-incriminate by signing false statements on a termination agreement, while for months
17 LEWIS denied PLAINTIFF an employment agreement, discriminated on her place of origin to
18 deny her an employment agreement when she requested one, denied her a fair-earned benefits
19 and finally her final wages.

20 210. LEWIS falsely accused PLAINTIFF in the extortion document stating “your calculations
21 of your hours and payments ...” of intentionally making error, and/or having any power of
22 decision or responsibility for payroll calculations and payments errors. LEWIS knew that
23 accountants were hired to review monthly business expenses, including payroll as they had it set
24 up on QuickBooks, and that PLAINTIFF was only limitedly trained to assist with typing,
25 printing and filing what was approved by LEWIS as due to be paid.

26 211. LEWIS further falsely stated “trusting ... without looking at the amount before signing
27 the payment check” while knowingly LEWIS had looked and PLAINTIFF witnessed her look
28 and has evidence of LEWIS having looked, not blindly trusting, but marking as approved the

February 1st, 2023, Due Bills documents for both PLAINTIFF and Ocampo's due wages amounts (Exhibit # 10).

212. LEWIS falsely stated in the extortion document "I attempted to pay you the full amount owed in good faith," while knowing the "amount" was not calculated upon any hourly rate paid to PLAINTIFF at any time under any agreement in the entire six months of her employment.

213. LEWIS imposed conditions for the payment of PLAINTIFF's wages as stated in the extortion document "Once you have signed and returned the termination agreement, I will leave your final check in the business office". LEWIS imposed conditions for the payment of PLAINTIFF's wages since August 1st, 2022, when LEWIS demanded the Timekeeping to be emailed, printed and filed for LEWIS who trained PLAINTIFF on how to prepare the Due Bills documents before being given to LEWIS for review and approval, before signing the checks. LEWIS demanded these documents and process every 1st and the 15th of each month.

214. LEWIS reviewed PLAINTIFF's wages on the emailed and printed Timekeeping and Due Bills documents, and then required PLAINTIFF to print checks to be signed by LEWIS for a total of thirteen times during the entire employment duration. LEWIS demanded to have all checks printed for her to review before signing them, while double checking by comparing the amounts on the printed checks with those on the Due Bills document, where LEWIS marked as approved the corresponding amounts. LEWIS during the thirteen times she received PLAINTIFF's Timekeeping documents, never complained of being wrong or mentioned to PLAINTIFF that "her calculations" were not being reviewed by LEWIS. PLAINTIFF witnessed LEWIS thoroughly reviewing and approving each of the timekeeping, Due Bills and printed checks prepared by PLAINTIFF every 1st and 15th of each month.

215. LEWIS similarly reviewed, approved, and paid with checks six times PLAINTIFF, since the raise on November 8, 2022.

216. PLAINTIFF witness LEWIS reviewing and comparing the amounts on Due Bill documents with the Timekeeping and printed checks on her last paid wages on February 1st, 2023, by making as approved the wages amount. check printed for PLAINTIFF's wages due on February 1st, 2023 (Exhibit # 10). PLAINTIFF witness LEWIS marking as approved the amounts

1 on the Due Bills while stating that PLAINTIFF was being “paid too much”. LEWIS approved
2 PLAINTIFF’s the wages paid to her on February 1st, 2023, and then began to punish PLAINTIFF
3 by demanding her parking payment to be removed from the list. LEWIS stated that PLAINTIFF
4 was paid too much and can pay her own parking or use her ten minutes breaks and lunch break,
5 like Becky, to move the car from the parking lot every two hours. LEWIS continued to retaliate
6 against PLAINTIFF between February 1st and February 7th by exercising her authoritative power
7 of who and when was getting paid and refusing to bring checks for PLAINTIFF to print and pay
8 PLAINTIFF’s expenses wages that LEWIS reviewed as being due when LEWIS approved
9 PLAINTIFF’s wages on February 1st, 2023.

10 217. LEWIS falsely stated in the extortion document “I do not remember ever having a
11 conversation or verbal agreement regarding a raise ... the raise that was never agreed upon”
12 knowingly having had three encounters and conversations with PLAINTIFF about
13 misclassification and min wage for exempt-employees while promising PLAINTIFF to
14 investigate documents about signing a contract to lawfully classify PLAINTIFF (Exhibits #5, 6,
15 7, 11). LEWIS offered the \$30 raise to change PLAINTIFF’s mind from leave the position in
16 fifteen days as a result of PLAINTIFF being threatened to be fired by LEWIS.

17 218. The raise has been recorded on the November 15th Timekeeping document emailed,
18 printed, and filled for LEWIS and the accountants. LEWIS was responsible for and the authority
19 to track PLAINTIFF’s Timekeeping, give PLAINTIFF wage statements of hour worked and to
20 have the accountants to print the checks. LEWIS never complained about any errors, about the
21 Due Bills amounts not matching the checks printed. LEWIS’s decision weather and when to look
22 over the checks amount was never presented to PLAINTIFF before to this incident as an option.
23 LEWIS knew that the accountants were hired to review monthly business expenses and payroll
24 and that PLAINTIFF was only trained to assist with type, print and file what was approved by
25 LEWIS as due to be paid. LEWIS knew that PLAINTIFF scheduled for LEWIS a monthly
26 appointment with the accountants and PLAINTIFF checks were under the duty and responsibility
27 of LEWIS and the accountants to notice any error from the past six wages payments. LEWIS

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made the final decision for ESTHETIC-EYES payroll and decided to deceive PLAINTIFF and to refuse PLAINTIFF's last wages, in retaliation and malice to cause her harms.

219. LEWIS intentionally discriminated and denied PLAINTIFF lawful employment and by various tactics tried to incriminate and further distress PLAINTIFF knowing she suffers from PTSD.

220. At all times relevant herein, LEWIS was the owner, director, employer, sole-proprietor, executive and hiring manager for ESTHETIC-EYES and violated, or caused the violation of, Labor Codes and Civil Right and LEWIS is therefore personally liable for such violations

221. Between August 1st and November 8th, 2022, PLAINTIFF believes and asserts that LEWIS maliciously attempted to demolish PLAINTIFF's self-esteem, right to decision, professional esteem, property to herself, and her labor fruits through constant deceit, harassment, and physical distress to submit PLAINTIFF to voluntary diminished herself undertake any and all LEWIS's orders.

222. Between November 8th, 2022, and February 7th, 2023, PLAINTIFF believes and asserts that LEWIS maliciously attempted to involucrate PLAINTIFF in violations of law through deceit, harassment, and emotional extortions attempting to force PLAINTIFF by oppression to undertake any and all LEWIS's decision.

223. Between February 7th -13th PLAINTIFF believes and asserts that LEWIS maliciously planed and intended to incriminate, distress and harm PLAINTIFF through intimidation, threats and extortion to further distress, intimidate PLAINTIFF by planned evil actions against PLAINTIFF's reputation and professional opportunities.

224. LEWIS had the authority and ability to the harm done to PLAINTIFF on February 13, 20223 by lawfully emailing PLAINTIFF a termination letter and mailing her wages in 72-hours. LEWIS wilfully denied paying PLAINTIFF's due in full last wages upon termination and to include in those wages half the usual or scheduled day's work (i.e., approximately four hours) at her regular rate of \$30 per hour for Friday February 10, 2023 (Exhibit 14) and Monday February 13, 2023 when LEWIS scheduled PLAINTIFF to work and did not cancelled her work by 24-hour notice.

1 225. PLAINTIFF believes and asserts that LEWIS decided under false pretexts to call
2 PLAINTIFF to work on Monday, February 13, 2023, to harass, threat, incriminate, extort and
3 distress PLAINTIFF to cause her future harm.

4 226. PLAINTIFF believes and asserts that LEWIS tried to entrap PLAINTIFF against her will
5 and denied her informed consent, in the following schemes:

6 a. removing the laptop without PLAINTIFF's informed consent was an entrapment to
7 accuse PLAINTIFF of theft, that by a miracle failed when the Police officers arrived and
8 took a video record of PLAINTIFF leaving the office without a laptop.

9 b. physically attacking PLAINTIFF was an entrapment to implicate her into a self-defence
10 assault to an elderly individual, that failed due to PLAINTIFF's PTSD disability to react.

11 c. calling individuals and the police to corner and intimidate PLAINTIFF to leave without
12 her last wages was an entrapment to coerce PLAINTIFF to give up her wages and rights.

13 d. accusing and defaming PLAINTIFF to Alexia was a set-up to lead to entrapment by
14 extortion, to force PLAINTIFF to self-deceive and end up living in a state of fear,
15 distress, and unworthiness of equal rights to others, and above all to LEWIS.

16 227. PLAINTIFF was called to work on February 13, 2023, and the amount on the check
17 which LEWIS tried to force upon PLAINTIFF was much smaller even than the wages paid to
18 PLAINTIFF before the raise on November 8, 2022.

19 228. LEWIS falsely stated in the extortion document "the full amount owed in good faith
20 while knowing the "amount" was not calculated upon any hourly rate paid to PLAINTIFF at any
21 time under any agreement in the entire six months of her employment.

22 229. LEWIS further falsely stated "trusting ... without looking at the amount before signing
23 the payment check" while knowingly LEWIS had looked and PLAINTIFF witnessed her look
24 and has evidence of LEWIS having looked, not blindly trusting, but marking as approved the
25 February 1st, 2023, Due Bills documents for both PLAINTIFF and Ocampo's due wages
26 amounts.

27 230. During her employment at ESTHETIC-EYES, PLAINTIFF noticed and complained to
28 LEWIS about quality issues with the provided service and pieces, in good faith as a reminder to

1 LEWIS who knew and shared with all her employees at different times that the prosthetic eyes
2 don't meet the promised and advertising "Beverly Hills" standards. LEWIS intentionally
3 dismissed and punished PLAINTIFF for her complaints and different ideas she would bring to
4 amend the issues.

5 231. LEWIS terminated PLAINTIFF on February 13, 2023 and ESTEHIC-EYES INC on July
6 13, 2023. However, since February, PLAINTIFF still received calls on the office remote phone
7 from Patients/Clients, distressed that LEWIS was nowhere to be found, did not replied to emails,
8 voice messages, Instagram messages. Some PATIENTS complained that the prosthetic pieces
9 delivered were not meeting the standards promised and were malfunctioning. PLAINTIFF
10 contacted the PATIENTS whom PLAINTIFF was present for in the office when their treatment
11 plan or pieces was delivered to them, and that PLAINTIFF complained to LEWIS before the
12 piece being delivered by LEWIS knowingly beneath standards and exposed to malfunctioning,
13 due to LEWIS decision to test skills with TECH 1 instead of employing TECH 2 or admitting
14 standards limitations. LEWIS knowingly charged Patients/Clients for standards that LEWIS
15 knew were not going to be delivered and the patient complained after.

16 232. PLAINTIFF reflected in her Statement for CMC on October 17,2023 that Patients were
17 calling her for malfunctioning pieces that LEWIS was not responding to them and after that date,
18 PATIENTS told her that they got contacted by LEWIS and then offered few appointments at a
19 Pharmacy named "Concierge IV NUTRITION", a new location at 9667 Brighton Way, Beverly
20 Hills, CA, 90210. LEWIS's handwriting is on the advertisement where the appointment was
21 going to take place. PLANTIFF was surprized to see that the advertised business was
22 ESTHETIC-ENHANCEMENTS INC, not ESTHETIC-EYES that used to provide services and
23 treatment to its Patients/Clients.

24 233. PLAINTIFF received evidence of that appointment and was horrified as the Patient.
25 (Exhibit # 12) The appointment at that business and location was not under any standard sanitary
26 nor prepared as an Ocularist Office, but just a room LEWIS was renting in the back of the
27 pharmacy. Moreover, in entering the premises it was share to PLAINTIFF that a sense of fear,
28 secrecy and unreasonable security was adopted. In telling the pharmacy employee "We're here to

1 see the Doctor” the initial response was that “there’s no doctor here” but when mentioning
2 LEWIS’s name they were told that she only accepts patients by appointment and then the
3 pharmacy employee proceeded to make a phone call for LEWIS came from the back of the
4 pharmacy and guide the Patient to the back room. The back room simply had nothing in common
5 with a doctor’s office it was shared with PLAINTIFF in a text that nothing looked “healthy” or
6 “sanitised” and that the Patient didn’t see any place, where LEWIS could wash her hands, did not
7 wash her hands before the procedures and moreover did not fix the prosthetic piece. LEWIS
8 convinced the Patient to let her take the prosthetic piece away, promising to fix it and give it back
9 on another appointment.

10 234. Another Patient stated to PLAINTIFF that the experience with LEWIS was so strongly
11 disappointed, the services obviously deceiving, the piece malfunctioning and the price required
12 so unreasonable and required by LEWIS through shame, pressure, coercion, and physical
13 harassment that even though the Patient believes to be entitled to a full refund, Patient does not
14 want to go back and go through LEWIS’s way of pressuring patients and so denied further
15 contact with LEWIS.

16 235. Another Patient complained to PLAINTIFF about the secrecy of the business and the
17 lack of clarity on its webpage of its team “Never have I been to an office where I can’t get a hold
18 of someone or see info on the entire team. Something seems off about that business. I just feel
19 like if you’re exceeding 20k from me you should answer me anytime I need you. And she
20 (LEWIS) acted like she was doing me a courtesy every time we talked.”

21 236. PLAINTIFF was confirmed in her fears and arising suspicion and asserts that LEWIS is
22 to this day employing any schemes and form of chicanery to get what she wants, in complete
23 disregard of other legal rights, alienable freedoms and rights to choose. LEWIS shamelessly is
24 still using any means to excuse her profit, often at the expense of distressing and harming others.

25 237. LEWIS is personally guilty of oppression in that the termination of PLAINTIFF was
26 despicable, malicious intentioned, orchestrated to subjected the PLAINTIFF to a series of cruel
27 violations of human, civil and labor rights by retaliation, assault, and extortion and further
28 subjected PLAINTIFF to the unjust hardship of unemployment, in conscious disregard of her

rights to complain about deceitful and unlawful business practices, misclassification as an independent contractor, unsafe, unhealthy and hostile work environment, refusal to interact and prevent harassment, discriminations and retaliation for reporting violations of law, unfair business trade, discrimination and harassment of Patients and other employees, violations of HIPPA regulations and ultimately an inclination to intentional infliction of harms.

238. LEWIS's deceitful actions caused hardship further that already exists for an immigrant who's trying to become part of new country's workforce. LEWIS coerced and extorted PLAINTIFF to hide LEWIS's failure to execute her duty in the corporation as that of the employer, executive, sole proprietor. LEWIS is the actively responsible entity solely authorized to enter contracts, agreements, hire employees, pay taxes and in this case terminating and signing the checks for the corporation and Businesses. LEWIS at all times was making decisions for the corporation and those decision were unlawful and ill-intended to discriminate, to deny lawful employment status, to refuse to pay wages to the corporation employees, to retaliate, to assault, intimidate, coerce and extort PLAINTIFF. LEWIS wilfully and in disregard of PLAINTIFF's complains denied PLAINTIFF's legal rights to receive her wages and a work environment free of deceit, hostility, retaliation and infliction of harm.

FIRST CAUSE OF ACTION

Retaliation for Reporting Violations of Law - Section §1102.5

(Against All Defendants)

239. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

240. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS DOES 1-25 violated California Labor Code Section §1102.5 in violation of PLAINTIFF's legal rights as set forth herein by retaliating against PLAINTIFF for notifying DEFENDANTS about possible violation of legal rights in the workplace and complaining about violations and non-compliance with state statues, rules and regulations as the following: misleading advertisement of job position, deceitful and fraudulent business practices, unsafe and unhealthy work environment,

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harassment and discriminatory treatment, misclassification, intimidation and unpaid and owed salaries reported as legal violations of law to DEFENDANTS DOES 1-25 inclusive.

241. PLAINTIFF disclosed information that she had reasonable cause to believe disclosed violations of, or noncompliance with, federal and state, statutes, and regulations to a person with authority over her and/or an employee who has the authority to investigate, discover, or correct the violation or noncompliance, in the person of LEWIS.

242. PLAINTIFF protested and opposed the noncompliance with the law, and the harassing and discriminatory conduct, but the DEFENDANT's noncompliance with the law and the harassment and discriminatory conduct continued and amplified.

243. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS subjected PLAINTIFF to adverse employment actions, including but not limited to harassment, discrimination, threatening with termination, differential treatment, negative performance reviews, unjustified and deceitful demotion, unjustified changes in job responsibilities or duties, withholding and reduced pay, denied promotion and to hire, withholding of job benefits even when the DEFENDANTS were made aware of the A.B.5 test and of PLAINTIFF'S protected activity complaints about unsafe and unhealthy work environment, discrimination on basis of place or origin, and misclassification.

244. PLAINTIFF's refusing to participate in activities that would result in violations of the law and PLAINTIFF disclosing the violations of the law to the DEFENDANTS DOES 1-25 were direct motivations and reasons for the PLAINTIFF's termination of employment.

245. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS terminated PLAINTIFF's employment due to PLAINTIFF's complains about the DEFENDANTS continual participation in deceit, fraudulent business practices, wilful misclassification, unsafe and unhealthy work environment, harassment and discrimination, intimidation and unpaid and owed salaries that the PLAINTIFF reported in the short temporal proximity of three-months between the time the protected activities were reported to the DEFENDANTS repeatedly up until PLAINTIFF's wrongful termination.

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1 246. PLAINTIFF's alleges that her repeated engagement in the protected activity led to an
2 increased desire on the part of the DEFENDANTS, to retaliate in the adverse actions. The
3 following adverse actions would not have occurred "but for" the protected activities in which the
4 PLAINTIFF repeatedly engaged in the short temporal proximity of three-months. PLAINTIFF
5 alleges that the DEFENDANTS were primarily motivated in amplifying the adverse actions
6 listed below because of PLAINTIFF engaging in protected activity:

7 a) DEFENDANTS threatened to replace, fire and or terminate PLAINTIFF on November 7,
8 2022, for PLAINTIFF complaining about the written document on the deceitful
9 advertisement of the job, the unsafe and unhealthy job environment, misclassification,
10 non-compliance, and violations of A.B.5 test and discrimination based on PLAINTIFF's
11 place of origin to a person with authority in the person of LEWIS.

12 b) DEFENDANTS on November 7, 2022, discriminated, denied promotion and to hire
13 PLAINTIFF who already was performing as a qualified applicant for the advertised job
14 position, because PLAINTIFF complained about deceitful and unfair business practices,
15 unsafe and unhealthy work environment, discrimination, and harassment due to
16 PLAINTIFF place of origin to a person with authority in the person of LEWIS.

17 c) Repeated oppressive, threatening acts and illegal entrapments done by DEFENDANTS
18 between November 15, 2022 and February 13, 2023 that instilled fear on PLAINTIFF
19 because of PLAINTIFF's complains about misclassification, discrimination, overt
20 comments bycalling PLAINTIFF a "drug runner" as well as PLAINTIFF's refusal to be
21 entrapped and implicated in activities that further violated the law like picking-up
22 narcotics for a patient that was out of state and not present or seen in the office the
23 previous month, PLAINTIFF denying to be assigned false statements about UCLA,
24 PLAINTIFF refusal to transfer videos of an individual without their consent and

25 d) PLAINTIFF complaints about misleading and falsifying the promised services to the
26 Patients, to a person with authority in the person of LEWIS.

27 e) Repeated unjustified demotions, unjustified changes in job responsibilities and duties and
28 alterations in work conditions between November 15, 2022, and February 13, 2023, done

1 by DEFENDANTS by assigning PLAINTIFF work in DEFENDANT's personal
2 interests and home, in attic, attic toilet, and garage as well as the nurse reaccreditation
3 workload needed for ESTHETIC-ENHANCEMENTS because PLAINTIFF continued to
4 complain about discrimination, harassment, misclassification, and deceitful business
5 practices to a person with authority in the person of LEWIS.

6 f) Repeated low and negative performance reviews between January 15, 2023, and February
7 13, 2023, done by DEFENDANTS by also bullying, harassing PLAINTIFF before other
8 workers and LEWIS's family and friends because PLAINTIFF complaint about unjustified
9 demotions, deceitful and unlawful business practices towards the patients,
10 discrimination, and wilful misclassification to a person with authority in the person of
11 LEWIS.

12 g) Differential treatment between February 1st - 13, 2023, done by DEFENDANTS between
13 workers by sending the PLAINTIFF home earlier, withholding from paying owed
14 expenses and cancelling work without a 24-hour notice because PLAINTIFF continued
15 to complain about wilful misclassification, harassment, discrimination, intimidation and
16 deceitful and unlawful business practices towards the patients and PLAINTIFF, reported
17 to individuals with authority in the persons of LEWIS and Alexia.

18 h) DEFENDANTS denied training, workplace benefits, promotion to hire and unlawfully
19 withhold expenses wages to PLAINTIFF between FEBRUARY 1st - 8th , 2023, because
20 PLAINTIFF continued to complain about being wilfully misclassified, discriminated,
21 intimidated and reported deceitful and unlawful business practices towards the patients
22 and PLAINTIFF to individuals with authority in the persons of LEWIS and Alexia.

23 i) DEFENDANTS between February 8th -13th, 2023, have reduced in pay the salary, denied
24 benefits, threaten and intimidated PLAINTIFF by assault and extortion because
25 PLAINTIFF complaint about unjust negative performance reviews, about being denied
26 promotion to hire, about unlawful withholding of expenses wages, and about continual
27 harassment, discrimination, wilful misclassification, intimidation, deceitful and unlawful
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1 j) business practices towards the Patients and PLAINTIFF to a person with authority in the
2 person of LEWIS.

3 k) DEFENDANTS on February 13, 2023, intentionally intimidated and threatened
4 PLAINTIFF to take a reduced in pay salary by calling PLAINTIFF into the office to be
5 assaulted by LEWIS, threaten, and intimidated with the police because PLAINTIFF
6 complaint about denied promotion to hire, wilful misclassification, and deceit to a person
7 with authority in the person of LEWIS.

8 l) DEFENDANTS on February 13, 2023, denied PLAINTIFF's owed salary and
9 intentionally intimidated and threatened PLAINTIFF because PLAINTIFF refused to have
10 her salary unlawfully reduced, and requesting to a person with authority in the person of
11 LEWIS to pay her owed and due upon termination salary.

12 247. DEFENDANTS DOES 1-25, and each of them failed to conduct a prompt and thorough
13 good faith investigation, to discover, correct, and/or take any remedial measures to address the
14 complaints made by PLAINTIFF.

15 248. In fact, DEFENDANT DOES 1-25, each of them retaliated against PLAINTIFF by
16 subjecting her to increase adverse employment actions, further harassment, and oppression
17 because of her good faith complaints.

18 249. Within the meaning of Cal. Labor Code §1105 employers who retaliate against a
19 whistleblower may be ordered to make to pay the misclassified individual and/or employee
20 compensatory damages, including lost wages and benefits, future loss of income and owed
21 salary. As a direct and proximate result of the unlawful conduct of DEFENDANTS DOES 1-25,
22 and each of them, PLAINTIFF has suffered special damages including but not limited to past and
23 future loss of income, loss of employment money and/or benefits, future earnings capacity,
24 reputation, medical expenses, and other damages to be proven at time of trial.

25 250. DEFENDANTS DOES 1-25 failed to acknowledge, investigate, and correct the
26 complaints and violations brought up by PLAINTIFF around November 2022. As a direct,
27 foreseeable, and legal result of DEFENDANT'S misconduct and retaliatory acts, PLAINTIFF
28 suffered severe mental and emotional distress and anxiety the exact nature, extent, duration, or

1 permanence of which are not yet known to PLAINTIFF. However, PLAINTIFF is informed and
2 believes, and based thereon allege, that some of the injuries are reasonably certain to be
3 permanent in character. As a further legal result of the acts and omissions of DEFENDANTS and
4 each of them, PLAINTIFF may be forced to incur expense for medical and/or psychological care
5 in an amount which is at present unknown. As a direct and proximate result of the unlawful
6 conduct of DEFENDANTS DOES 1-25, and each of them, PLAINTIFF has suffered general
7 damages including but not limited to shock, embarrassment, physical, mental, and emotional
8 distress, humiliation, stress, and other damages to be proven at the time of trial.

9 251. DEFENDANTS 's conduct described herein was a substantial factor in causing
10 PLAINTIFF's harm. The unlawful conduct alleged above was engaged, undertaken, authorized,
11 and/or ratified by the officers, directors, supervisors, and/or managing agents and individuals and
12 was therefore undertaken on behalf of DEFENDANTS DOES 1-25, and each of them, who were
13 acting at all times relevant to this Complaint within the scope and course of their employment.
14 DEFENDANTS DOES 1-25 are therefore liable for the conduct of said officers, directors,
15 supervisors, and/or managing agents and employees pursuant to Government Code Section §
16 12926(d).

17 252. DEFENDANTS disregarded Cal. Labor Code §1102.8A and violated PLAINTIFF's
18 legal rights as set forth herein by failing to provide the employees with the whistleblower
19 company policy, prominently displayed in lettering larger than size 14 point type a list of
20 employees' rights and responsibilities under the whistleblower laws, including the telephone
21 number of the whistleblower hotline described in Section §1102.7

22 253. DEFENDANTS further had advanced knowledge of the actions and conduct of said
23 individuals whose actions and conduct were ratified, authorized, and approved by
24 DEFENDANT's officers, directors, and/or managing agents, CAROLE LEWIS STOLPE and
25 other individuals whose precise identities are unknown to PLAINTIFF at this time and are
26 therefore identified and designated herein as DOES 1-25, inclusive. Therefore, the
27 aforementioned conduct of said officers, directors, and/or managing agents and individuals was
28 undertaken on behalf of DEFENDANTS and/or DOES 1-25, and each of them, inclusive.

1 254. DEFENDANTS DOES 1-25 committed the acts herein alleged maliciously, fraudulently,
2 and oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil
3 motive amounting to malice, and in conscious disregard of PLAINTIFF's rights. DEFENDANTS
4 committed and/or ratified the acts alleged herein profoundly impacted PLAINTIFF's mental and
5 emotional health, damaged her ability to earn a living and caused conditions of indebtedness
6 associated with serious and long-lasting impacts on her mental and physical health, including an
7 increased risk of depression, suicidal thoughts, and various health-related issues. These acts were
8 committed by and/or ratified by, and or were committed with the knowledge of employees' lack
9 of fitness in the workplace but were allowed to proceed, by officers, directors, and/or managing
10 agents of DEFENDANTS DOES 1-25, as set forth above in detail. PLAINTIFF is, therefore,
11 entitled to recover punitive damages from DEFENDANTS in an amount according to proof at
12 trial.

13 255. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
14 as set forth below.

15 **SECOND CAUSE OF ACTION**

16 **Wrongful Termination in Violation of Public Policy**

17 (Against All Defendants)

18 256. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those
19 numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

20 257. Public policy wrongful termination is an exception to at-will employment in California.
21 This means that even at-will employees may not be terminated for reasons that violate a
22 fundamental public policy. In other words, under California public policy wrongful discharge
23 law, employers may not fire a worker for refusing to violate a law, to perform a legal obligation
24 and to exercising a legal right or privilege or to reporting an alleged violation of a law of public
25 importance.

26 258. PLAINTIFF exercising her labor, civil and constitutional rights were substantial
27 motivating reasons for DEFENDANTS' wrongful termination of her employment.

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259. PLAINTIFF LAURA MARIA COTENESCU was interviewed and on July 28, 2022, was hired as a front-desk receptionist and personal assistant for DEFENDANT ESTHETHIC-EYES INC. by DEFENDANT CAROLYN LEE LEWIS. During her employment period COTENESCU was deceived, harassed and coerced to perform tasks and duties for ESTHETIC-ENHANCEMENT INC. and LEWIS's personal interests and home, by LEWIS deceiving advertisement and statements.

260. PLAINTIFF entered a true employer-employee relationship with DEFENDANTS on July 28, 2022, based on an advertisement posted by DEFENDANTS and promoting an employer-employee relationship for a "full-time job on an hourly salary, in a small Beverly Hills medical office" that required a set 9-5 schedule and detailed a specific list of job tasks for a front-desk receptionist and personal assistant for the Defendants office.

261. As set forth in the foregoing, on or about February 13, 2023, DEFENDANTS ESTHETHIC-EYES INC., ESTHETIC-ENHANCEMENTS INC. and CAROLYN LEE LEWIS wrongfully and maliciously discharged PLAINTIFF LAURA MARIA COTENESCU from her full-time job for reporting unhealthy work environment, violations of the law A.B.5, wilful misclassification, unlawful withholding of expenses wages, continual harassment and discrimination, and illegal activities withing the businesses that mislead and deceived Patients and the PLAINTIF.

262. Accordingly, PLAINTIFF LAURA MARIA COTENESCU alleges that her employment termination was in violation of public policy embodied in codes, statues, and regulations such as:

- a. LEWIS wrongfully discharged COTENESCU in violation of the law A.B.5, for PLAINTIFF repeatedly reporting discrimination in wilful misclassification and deceit between November 7, 2022, and February 13, 2023, and that was a substantial motivating reason for PLAINTIFF's discharge. The public policy manifested in A.B.5 is aimed at addressing concerns related to worker misclassification, ensuring labor protections, and promoting fair competition among businesses. This legislation reflects California's efforts to protect workers' rights and ensure fair labor practices within the evolving gig economy.

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1 b. LEWIS discharged COTENESCU in violation of FEHA and Government Code
2 §12940(a) for repeatedly reporting discrimination on the basis place of origin, deceit,
3 intimidations to silence COTENESCU's complains about discrimination, and retaliation
4 and that was a substantial motivating reason for PLAINTIFF's discharge. Public policy
5 against discrimination is designed to promote fairness, inclusivity, and the protection of
6 individuals' civil rights. It encompasses laws, regulations, and enforcement mechanisms
7 that work together to combat discrimination, promote a more equitable society and to
8 protect and safeguard the right and opportunity of all persons to seek and hold
9 employment without discrimination and to be able to work in an environment free of
10 unsafe working conditions.

11 c. LEWIS discharged COTENESCU in violation of California Labor Code Section
12 6310 which constitutes a termination in violation of public policy, as this statue protects
13 PLAINTIFF from retaliation for reporting workplace safety violations and refusing to
14 participate in unsafe and unhealthy workplaces. COTENESCU made an oral complaint to
15 LEWIS as her employer and Ocampo as a representative about unsafe working conditions
16 and work practices. At all times mentioned herein California Labor Code section 6310,
17 was in full force and effect, and establishes that the public policy of the State of
18 California is, in part, to protect and safeguard the right and opportunity of all persons to
19 seek and hold employment in a work environment free of unhealthy and unsafe working
20 conditions.

21 d. LEWIS discharged COTENESCU in violation of California Labor Code
22 Section 1102.5 which constitutes a termination in violation of public policy. Cotenescu's
23 refusal to participate in illegal activities, reported unsafe, unhealthy work environment,
24 complaining about unjust negative performance reviews, denied promotion to hire,
25 unlawful withholding of expenses wages, discrimination, wilful misclassification,
26 intimidation and for reporting employer's fraudulent practices that fundamentally and
27 substantially "inures to the benefit of the public" were substantial motivating reasons for
28 PLAINTIFF's wrongful discharge.

1 e. LEWIS discharged COTENESCU in violation of California Civil Code Section
2 52.1 which constitutes a termination in violation of public policy. Cotenescu's repeated
3 reports about violations of her civil right to be free of discrimination by being given an
4 employment contract were substantial motivating reasons for PLAINTIFF's wrongful
5 discharge. LEWIS threatened COTENESCU first with "Toni's on his way...", proceeded
6 to intimidations about calling the police, then LEWIS coerced Cotenescu through
7 physical assault and an extortion contract.

8 263. COTENESCU's earned and unpaid wages and reporting time wages came due and
9 payable immediately upon termination on February 13, 2023. LEWIS under false pretexts,
10 threats, intimidation, and coercion wilfully discriminated against COTENESCU's rights and
11 failed to pay all such final wages immediately upon termination or at any other time. LEWIS
12 intentionally denied addressing COTENESCU's complaints and maliciously assaulted
13 COTENESCU to stop her from writing the Timekeeping record of her owed wage. LEWIS
14 resorted to various threatening and intimidating tactic to discriminate against COTENESCU and
15 to prevent COTENESCU from receiving her earned and unpaid wages, due and payable
16 immediately upon termination.

17 264. As a direct, foreseeable and proximate result of the wrongful acts and conduct of
18 LEWIS and, Does 1 to 25 and each of them, COTENESCU has suffered damages including but
19 not limited to trauma, loss of earning, employment benefits, shock, stress, embarrassment,
20 physical distress, humiliation, mental and emotional distress and discomfort, all to her damage in
21 an amount according to proof.

22 265. LEWIS committed the acts alleged in this Complaint maliciously, fraudulently, and
23 oppressively, with the wrongful intention of injuring COTENESCU, from an improper and evil
24 motive amounting to malice, and in conscious disregard of PLAINTIFF's rights to a work
25 environment safe and free of discrimination, and retaliation.

26 266. Because these actions of LEWIS were carried out in a despicable, deliberate and
27 intentional manner, COTENESCU is entitled to recover punitive damages in a sum sufficient to
28 punish and deter future such conduct, in an amount to be proven at trial.

1 267. WHEREFORE, PLAINTIFF prays for judgment as set forth below.

2 **THIRD CAUSE OF ACTION**

3 **Civil Theft of Money or Property under - California Penal Code Section 496**

4 **(Against All Defendants)**

5 268. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those
6 numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

7 269. COTENESCU'S earned and owed salary for work done between February 1st-13th, 2023
8 came due and payable immediately upon termination on February 13, 2023. LEWIS wilfully
9 withhold to pay all such money immediately upon termination or at any other time by denying
10 COTENESCU's requests for her owed money by intentionally and maliciously threatening,
11 intimidating, and assaulting COTENESCU to prevent her from writing the Timekeeping record
12 of her earned money, came due and payable immediately upon termination on February 13, 2023.
13 LEWIS knew what she was doing, as the actions occurred and were within LEWIS 's decision
14 and control to pay all owed wages without conditions and assault of PLAINTIFF while she was
15 writing down her worked hours and total owed wages as she did before, as she was required by
16 DEFENDANTS to do before and did up to twelve times during the entire employment period.

17 270. LEWIS through threat, assault and intimidation refused to pay COTENESCU requested
18 and prove to be owed money. LEWIS obtained COTENESCU's property through intimidation,
19 theft, and extortion even after having received request and written documented evidence of the
20 money being owed to COTENESCU. LEWIS knew and concealed that the money was obtained
21 by theft and extortion in violation of PC 496(a). LEWIS cause COTENESCU financial harm or
22 loss, physical, mental and emotional harm through the assault that LEWIS employed to rob
23 COTENESCU of her earned and owed money. LEWIS refusal to pay Cotenescu's earned, owed
24 and requested money constitutes the withholding of stolen funds, leading to a violation of
25 California Penal Code Section 496 subdivision (a) and triggering civil liability under subdivision
26 (c) as in the case of Bell v. Feibush (2013) 212 Cal.App.4th 1041.

27 271. LEWIS through defaming COTENESCU to and with Alexia in the extortion letter, to
28 further intimidate and extort COTENESCU to give up her earned and owed money. LEWIS

1 knew of the stolen nature of COTENESCU's property and concealed that the money was
2 obtained unlawfully through intimidation, defamation and extortion. LEWIS cause
3 COTENESCU reputational harm that can satisfied the injury requirement in subdivision (c) as
4 applied in the case of Siry Investment, L.P. v. Farkhondehpour (2022) 45 Cal.App.5th 1098.

5 272. COTENESCU as individual who has been robbed of money through intimidation,
6 defamation and extortion claims civil theft and seeks to recover compensation for her stolen
7 property. In California, civil litigants can bring a suit for the theft of money or property under
8 California Penal Code Section 496 as this provision allows victims of theft to sue anyone who
9 knowingly receives their stolen property.

10 273. LEWIS violated a wide range of Section 496 through known, wilful and intentional
11 wrongful conduct, including receiving, concealing, withholding or helping anyone else do the
12 same with COTENESCU's stolen or unlawfully obtained money.

13 274. Cotenescu seeks the remedies available under a violation of California Penal Code
14 Section 496 that include treble damages referring to the award of three times the amount of
15 actual damages sustained, and legal fees. These remedies are intended to provide significant
16 compensation and serve as a deterrent for violations of Section 496 as a statute that covers a wide
17 range of wrongful conduct, including receiving, concealing, withholding or helping anyone else
18 do the same with stolen or unlawfully obtained property.

19 275. Because these actions of LEWIS were carried out in a despicable, deliberate and
20 intentional manner, COTENESCU is entitled to recover punitive damages in a sum sufficient to
21 punish and deter future such conduct, in an amount to be proven at trial.

22 WHEREFORE, PLAINTIFF prays for judgment as set forth below.

23 **FOURTH CAUSE OF ACTION**

24 **Unfair Business Practices – Bus. & Prof. Code §17200**

25 **(Against All Defendants)**

26 276. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those
27 numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

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1 277. At all times herein, DEFENDANTS, and each of them, engaged, and continue to engage,
2 in acts or practices that are unlawful, unfair, or fraudulent and which constitute unfair
3 competition within the meaning of section 17200 et seq. of the Business and Professions Code.
4 These acts or practices include, but are not limited to, the following:

5 278. California Civil Code section 1710(2) provides that the tort of negligent
6 misrepresentation includes “the assertion, as a fact, of that which is not true, by one who has no
7 reasonable ground for believing it to be true.” Thus, even if an employer does not actually know
8 that something is false, it can be held liable for making a false statement when it has no
9 reasonable ground for believing it is true.

10 279. California law protects individuals seeking employment from intentional fraud by
11 employers. PLAINTIFF claims that in this case DEFENDANTS as employers have caused
12 intentional fraud in the workplace in the following forms:

13 I. Fraudulent Inducement revolving around DEFENDANTS false representations on the job
14 advertisement that induce PLAINTIFF to reasonably and justifiably rely and act on the
15 false statements. False advertising, including deceptive job postings, is a form of
16 consumer protection issue. The Federal Trade Commission (FTC) enforces truth-in-
17 advertising laws and applies their standards across all mediums, no matter where an
18 advertisement appears. Therefore, PLAINTIFF who was misled by the false job
19 advertisements may be considered a consumer in the sense that she was the target
20 audience of the deceptive advertising who suffer harm as a result of DEFENDANTS
21 fraudulent inducement.

22 II. Promissory Fraud involving a promise to perform made by LEWIS as promisor when the
23 promisor had no intention of performing the promise and the fraud leading to justifiable
24 reliance and harm.

25 280. These practices constitute unlawful, unfair and/or fraudulent business acts or practice
26 and/or unfair, deceptive, untrue, or misleading advertising within the meaning of California
27 Business & Professions Code § 17200 and 17500.

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1 281. PLAINTIFF seeks the imposition of a constructive trust over, and restitution and
2 disgorgement of, the monies collected and/or profits realized by DEFENDANTS, and each of
3 them, because of their unfair business practices, and injunctive relief calling for DEFENDANTS,
4 to cease such unfair business practices in the future.

5 282. The violations of PLAINTIFF's civil, labor and constitutional rights as the result of
6 DEFENDANTS statutory violations constituting negligence per se, including the
7 DEFENDANTS' failure to pay PLAINTIFF owed money, constitute unfair business practices in
8 violation of Business and Professions Code §17200, et seq. ("Unfair Competition Law" or
9 "UCL"). The Unfair Competition Law prohibits any practices forbidden by law, be they civil or
10 criminal, federal, state, or municipal, statutory, regulatory, or court made.

11 283. PLAINTIFF has suffered injury in fact and has lost money or property as a result of the
12 unfair business practices of DEFENDANTS, who have reaped unfair benefits and unlawful
13 profits at PLAINTIFF's expense.

14 284. PLAINTIFF is entitled to immediate possession of all amounts owed to her by
15 DEFENDANTS, with interest.

16 285. The unfair business practices of DEFENDANTS entitle PLAINTIFF to seek relief,
17 including but not limited to orders that DEFENDANTS account for, disgorge, and restore to
18 PLAINTIFF the compensation unlawfully withheld from her. PLAINTIFF may seek leave to
19 amend this Complaint to state the amount or will proceed according to proof at trial.

20 286. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
21 as set forth hereinbelow.

22 **FIFTH CAUSE OF ACTION**

23 **Fraud and Deceit in violation of - Civil Code 1709-1710; 1534**

24 **(Against all Defendants)**

25 287. PLAINTIFF incorporate by reference all preceding paragraphs including those numbered
26 and not numbered paragraphs, as if fully set forth herein.

27 288. LEWIS violate PLAINTIFF 's legal rights as set forth here by the employer's Improper
28 activity in violation of any law or the rules of conduct applicable, including but not limited to

1 abuse of authority, breach of contract, manipulation of company data, fraudulent claim, fraud or
2 wilful omission to perform the duty, and/or any other unethical biased favoured or imprudent act
3 including physical assault in a workplace.

4 290. California law protects individuals seeking employment from intentional fraud by
5 employers. PLAINTIFF claims that in this case LEWIS as employer caused intentional fraud in
6 the workplace in the following forms:

7 i. Fraudulent Inducement revolving around LEWIS false representations of the job
8 advertisement and the business second office, that induce PLAINTIFF to reasonably
9 and justifiably rely and act on the false statements. LEWIS made intentional false
10 statements to trick any current employee or prospective hire into accepting an offer,
11 and PLAINTIFF was tricked by LEWIS through the advertisement of a full-time job,
12 that paid an hourly rate as a front-desk receptionist of a small medical office, that led
13 to PLAINTIFF accepting the offer. As a direct result of relying on the LEWIS
14 deceptive job advertisements and medical office offers, PLAINTIFF suffered
15 misclassification, harassment, discrimination, unsafe and unhealthy work
16 environment, unjustifiable demotion, money theft, assault, intimidation, extortion,
17 oppression and infliction of emotional and mental harm.

18 ii. Promissory Fraud involved a promise to perform made by LEWIS as promisor when the
19 promisor had no intention of performing the promise and the fraud leading to
20 justifiable reliance and harm. LEWIS as promisor deceitfully promised to review the
21 businesses violations of A.B.5 test and to address and amend PLAINTIFF's
22 misclassification complains and protected activity complains. LEWIS as promisor had
23 no intention of performing the promise and the promissory fraud lead to justifiable
24 reliance and harm. As a direct result of relying on LEWIS deceptive promises of
25 rectifying the unlawful, unsafe, discriminatory, and deceitful misclassification,
26 PLAINTIFF suffered retaliation, loss of money, wilful misclassification, harassment,
27 discrimination, unsafe and unhealthy work environment, unjustifiable demotion,

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1 money theft, assault, intimidation, extortion, oppression and infliction of emotional
2 and mental harm.

3 291. These practices constitute unlawful, unfair and/or fraudulent business acts or practice
4 and/or unfair, deceptive, untrue, or misleading advertising within the meaning of California
5 Business & Professions Code § 17200 and 17500.

6 292. LEWIS violated PLAINTIFF's legal rights as set forth herein by the employer unethical
7 behaviour, actual or suspected fraud, and embezzlement etc., that violated the Businesses general
8 guidelines on conduct, moral turpitude, and unlawful practices as follow:

9 a. LEWIS as employers used her privileged position as owners or managers to place
10 PLAINTIFF at a disadvantage in the form of obliging PLAINTIFF under threat of
11 demotion or losing her jobs to accept lower pay, misclassification as independent
12 contractors and unsatisfactory, and many time in unhealthy, and unsafe working
13 conditions in a deceitful job position and in an unsafe home attic.

14 b. LEWIS as employers used her privileged position as owner and manager to place
15 PLAINTIFF at a disadvantage in the form of coercing PLAINTIFF to undertake tasks for
16 LEWIS personal interest during working hours for the business which PLAINTIFF was
17 unqualified, and to contravene industry safety regulations, to carry out unethical or illegal
18 practices towards the public, and to tolerate abuse and harassment.

19 c. LEWIS as employers, used her privileged position as owner and manager to place
20 PLAINTIFF at a disadvantage in the form of harassing her to the point of a physical
21 assault by grabbing the document she was writing the Timekeeping records for owed
22 money. LEWIS conducted a variety of techniques to threat, intimidate and extort
23 PLAINTIFF up to calling the police to prevent PLAINTIFF from receiving her owed
24 money.

25 d. LEWIS as employers, used her privileged position as owner and manager to coerce
26 PLAINTIFF to do tasks and work for ESTHETIC ENHANCEMENTS INC. and
27 LEWIS's home and personal interest and gain while paying PLAINTIFF with
28 ESTHETIC-EYES Inc. checks.

- 1 e. LEWIS as employers, used her privileged position as owner and manager to discriminate
2 and otherwise recompense Ocampo with finishing the 8-hour workday schedule while
3 sending PLAINTIFF home earlier as retaliation against PLAINTIFF for opposing
4 unlawful business practiced.
- 5 f. LEWIS as employer violated the Company's general guidelines on conduct, moral
6 turpitude, and unlawful practices in endeavouring to market their services, whether
7 deliberately or by default, by misinforming and misleading their employees concerning
8 the nature of work in ways that reduced their tax obligations.
- 9 g. LEWIS as employer violated the Company's general guidelines on conduct, moral
10 turpitude, and unlawful practices in endeavouring to engross her earning, whether
11 deliberately or by default, by coercing PLAINTIFF through harassment, discrimination,
12 and oppression to take on duties and tasks for two more business, including LEWIS's
13 personal interest and home while PLAINTIFF was paid with only one business checks.
- 14 h. LEWIS as employer violated the Company's general guidelines on conduct, moral
15 turpitude, and unlawful practices in endeavouring to engross her earning, whether
16 deliberately or by default, by physically harassing the Patient/Clients in requesting them
17 to "lock knees" under the consultation table and coercing them in undertaking more
18 expensive services or completely different services provided by ESTHETIC-
19 ENHANCEMENTS.
- 20 i. LEWIS as employer violated the Company's general guidelines on conduct, moral
21 turpitude, and unlawful practices in endeavouring to engross their earning, whether
22 deliberately or by default, by underpayment for work of its employees, by misclassifying
23 and punishing the employees in demanding them to work in the yard on metal chairs, in
24 the rain, in the attic around wasps and spiders and dusted air, in the garage, and garden
25 sprayed with chemicals, around gas tanks and laboratory chemical while refusing them a
26 lawful OSHA training act .

27 293. LEWIS violated numerous provisions of California and Federal Law set forth in this
28 Complaint and these violations were knowing and intentional. LEWIS failed to classify

1 PLAINTIFF as an employee for false and fraudulent reasons, including tax fraud using the
2 business checks to pay for LEWIS personal interests that PLAINTIFF was deceived to work for
3 during ESTHTIC-EYES work schedule. The decision to misclassify PLAINTIFF as an
4 "independent contractor", to rob PLAINTIFF of her money and civil rights and other numerous
5 other law violations, were made, maintained, and enforced by LEWIS, and were done wilfully,
6 maliciously, oppressively, and fraudulently, with the wrongful and deliberate intention of
7 injuring PLAINTIFF, taxpayers, and the Governments of California and the USA.

8 294. LEWIS wilfully failed to pay applicable government-mandated payroll taxes and
9 workers compensation and other insurance contributions, as mandated by the IRS and
10 California's FTB, and did so with a conscious disregard for the rights of PLAINTIFF and the
11 taxpayers at large, all of which has deprived PLAINTIFF of her property and legal rights.

12 295. As a direct and proximate result of LEWIS's misrepresentation and fraudulent business
13 practices, PLAINTIFF has suffered special and general damages that entitles PLAINTIFF to
14 compensatory damages for the losses incurred, emotional distress and economic damages, losses
15 of income all such damage according to proof at trial.

16 296. Therefore, in addition to all other types of relief requested herein, PLAINTIFF is entitled
17 to recover punitive and exemplary damages in amounts according to proof at trial.

18 297. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
19 as set forth hereinbelow.

20 **SIXTH CAUSE OF ACTION**

21 **Negligence per se for violating statutes.**

22 (Against All Defendants)

23 298. PLAINTIFF incorporates by reference all foregoing paragraphs including those numbered
24 and not numbered paragraphs, as if fully set forth herein.

25 299. DEFENDANTS' negligence as stated below was negligence per se because the
26 DEFENDANTS violated the statutes which were designed to protect the PLAINTIFF from harm
27 which statutes are set forth as follows:
28

- i. LEWIS violated Gov. Code section 12900 et seq. that was legislated with the intent of prevent and protect California's workers from retaliation was negligently and wilfully violated by LEWIS who threatened PLAINTIFF with discharge for engaging in protected actions.
- ii. LEWIS Breach the Implied Covenant of Good Faith and Fair Dealing by failing to act with good faith and fair dealing in their relations with PLAINTIFF and repeatedly deceiving the PLAINTIFF with false promises and oppressing the PLAINTIFF unlawfully.
- iii. LEWIS violated California Labor Code §§ 2802 and 3710.1, which allows the EDD to go back three years and seek reimbursement for unpaid payroll taxes, unemployment insurance, disability insurance, workers' compensation insurance by misclassifying PLAINTIFF and oppressing PLAINTIFF to work for LEWIS's personal interests during office hours.
- iv. LEWIS violated A.B.5 law by wilfully misclassifying PLAINTIFF even after protected action complaints were made and denying PLAINTIFF her legal rights to benefits, paid sick days, overtime, meal, and rest break wages.
- v. LEWIS violated Plaintiff's legal right to her owe money by threatening and intimidating PLAINTIFF in violation of Civil Theft statue California Penal Code Section 496
- vi. LEWIS's deceitful job advertisement, Toluca Lake medical office and the false promises were unfair business practices that violated Business and Professions Code §17200 causing PLAINTIFF damages.
- vii. LEWIS violated the statutory obligation to provide itemized wage statements each pay period. If the Court determines the worker was in fact an employee, the court may award additional civil penalties in the amount of \$250 per employee for the first citation and \$1,000 per employee for each subsequent citation. It should also be noted that under California Labor Code §226.6, a knowing and intentional violation of these requirements is a misdemeanour. PLAINTIFF was deceived through a false advertisement of a full-

time job of a front-desk receptionist and engaged in protected activity and complained to LEWIS about violation of A.B.5 law continuously since November 7, 2022.

viii. LEWIS violated PLAINTIFF's Civil Rights, Labor Rights, Health and Safety work environment rights by retaliating against PLAINTIFF for taking protective action and reporting misclassification, deceitful and unlawful business practices, unsafe and unhealthy work environment, harassment and discrimination on basis of place of origin, and retaliation for reporting protected action.

ix. LEWIS violated PLAINTIFF's health and safety rights by deceiving the PLAINTIFF about a home attic accessible through a climbing ladder being a medical office, driving through a red light while holding the phone, eating and reading papers, and not informing the PLAINTIFF until January 2023 about a gas tank being present and used by LEWIS in the Beverly Hills Office, at all times located only two feet away from PLAINTIFF desk and about less than five feet away from the office exit door.

x. LEWIS willfully misclassified PLAINTIFF under deceitful promises. Pursuant to California Unemployment Insurance Code §§1112 and 1113.2, if a court determines that a worker was misclassified, the employer will be assessed amounts due for state income tax withholding, unemployment insurance contributions, and disability insurance contributions, unless the employer can show the income was reported and all taxes due were paid by the employee. Employers who fail to pay for unemployment insurance benefits and/or state disability insurance benefits are not only required to pay the withheld amounts but may also be assessed a 10% penalty and interest on the unpaid contributions.

xi. LEWIS wilfully misclassified PLAINTIFF as independent contractors and robbed PLAINTIFF of her benefits under the law. LEWIS may be required by the IRS to pay all of the employee's unpaid FICA (Social Security), FUTA (Federal Unemployment), and income tax withholdings. See, Robert Patrick Day v. Commissioner, U.S. Tax Ct. (Dec. 13 2000) Memorandum Decision, Docket No. 7118-98. Employers may also be assessed a penalty of \$5,000 per misclassified worker plus 1.5% of the employee's federal income

1 tax liability plus 20% of the amount that should have been withheld for the employee's
2 FICA taxes.

3 300. DEFENDANTS' negligence was the proximate cause of harm suffered by PLAINTIFF
4 in being misclassified, discriminated, oppressed, intimidated and robbed of money for her work
5 done

6 301. DEFENDANTS failed to acknowledge, investigate, and correct the complaints and
7 violations brought up by PLAINTIFF. As a direct, foreseeable, and legal result of
8 DEFENDANT'S misconduct, PLAINTIFF suffered severe mental and emotional distress and
9 anxiety the exact nature, extent, duration, or permanence of which are not yet known to
10 PLAINTIFF. However, PLAINTIFF is informed and believes, and based thereon allege, that
11 some of the injuries are reasonably certain to be permanent in character. As a further legal result
12 of the acts and omissions of DEFENDANTS and each of them, PLAINTIFF may be forced to
13 incur expense for medical and/or psychological care in an amount which is at present unknown.

14 302. As a direct and proximate result of the unlawful conduct of DEFENDANTS, and each of
15 them, PLAINTIFF has suffered special damages including but not limited to past and future loss
16 of income, benefits, medical expenses, and other damages to be proven at time of trial.

17 303. As a direct and proximate result of the unlawful conduct of DEFENDANTS, and each of
18 them, PLAINTIFF has suffered general damages including but not limited to shock,
19 embarrassment, physical, mental, and emotional distress, humiliation, stress, and other damages
20 to be proven at the time of trial.

21 304. DEFENDANTS 's conduct described herein was a substantial factor in causing
22 PLAINTIFF's harm. The unlawful conduct alleged above was engaged, undertaken, authorized,
23 and/or ratified by the officers, directors, supervisors, and/or managing agents and individuals and
24 was therefore undertaken on behalf of DEFENDANTS, and each of them, who were acting at all
25 times relevant to this Complaint within the scope and course of their employment.

26 305. DEFENDANTS further had advanced knowledge of the actions and conduct of said
27 individuals whose actions and conduct were ratified, authorized, and approved by
28 DEFENDANTS ESTHETIC EYES Inc. officers, directors, and/or managing agents, CAROLE

1 LEWIS STOLPE and other individuals whose precise identities are unknown to PLAINTIFF at
2 this time and are therefore identified and designated herein as DOES 1-25, inclusive. Therefore,
3 the aforementioned conduct of said officers, directors, and/or managing agents and individuals
4 was undertaken on behalf of DEFENDANTS and/or DOES 1-25, and each of them, inclusive.

5 306. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
6 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil
7 motive amounting to malice, and in conscious disregard of PLAINTIFF's rights. DEFENDANTS
8 committed and/or ratified the acts alleged herein. These acts were committed by and/or ratified
9 by, and or were committed with the knowledge of employees' lack of fitness in the workplace
10 but were allowed to proceed, by officers, directors, and/or managing agents of DEFENDANTS,
11 as set forth above in detail. PLAINTIFF is, therefore, entitled to recover punitive damages from
12 DEFENDANTS in an amount according to proof at trial.

13 307. DEFENDANTS acted fraudulently or intentionally raising the negligence to the level of
14 "wilful and wanton" behaviour, in which LEWIS intentionally harmed PLAINTIFF with
15 "conscious disregard" of PLAINTIFF's legal rights and in such case, punitive damages designed
16 to punish this particularly egregious behaviour and to deter similar conduct in the future.

17 308. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
18 as set forth below.

19 **SEVENTH CAUSE OF ACTION**

20 **Negligence (common law and Cal. Civ. Code 1714) Causing Employment Damages and**
21 **Mental and/or emotional distress.**

22 (Against all Defendants)

23 309. PLAINTIFF hereby realleges and incorporates by this reference all preceding paragraphs
24 including those numbered and not numbered paragraphs, of the Complaint, as if fully set forth
25 herein.

26 310. As set forth hereinabove, DEFENDANTS subjected PLAINTIFF to unlawful harassing,
27 hostile, illegal, discriminatory, and retaliatory treatment. Defendants had a duty to exercise
28 reasonable care and prudence to provide a safe, healthful, non-hostile, non-harassing, lawful,

1 non-illegal, non-retaliatory working environment, which duty they breached by misrepresenting
2 and deceiving the PLAINTIFF about the job duties and responsibilities as well as the nature of
3 the second medical office being a home attic that endangered PLAINTIFF through climbing an
4 unsecure ladder. DEFENDANTS also had a duty to exercise reasonable care and prudence to
5 take all reasonable steps to prevent unlawful conduct from occurring, which duty they breached
6 in sending PLAINTIFF to pick up narcotic drugs from the pharmacy for a patient that was not in
7 the office, as well as deceiving the PATIENTS about services falsification.

8 311. DEFENDANTS' breach of duty was the actual and proximate cause of damages suffered
9 by PLAINTIFF.

10 312. Furthermore, the manner in which DEFENDANTS acted was negligent, and without due
11 regard to PLAINTIFF's emotional and physical well-being and was at least negligent in causing
12 serious emotional distress.

13 313. Furthermore, DEFENDANTS at least negligently failed and refused to take all reasonable
14 steps necessary to prevent such unlawful conduct from occurring.

15 314. As a direct, foreseeable, and legal result, PLAINTIFF was harmed, and continue to suffer
16 harm, in an amount not yet fully ascertained and to be proved at trial.

17 315. As a direct, foreseeable, and legal result of DEFENDANTS' at least negligent
18 misconduct, Plaintiff suffered severe mental and emotional distress and anxiety the exact nature,
19 extent, duration, or permanence of which are not yet known to PLAINTIFF.

20 316. As a further legal result of the acts and omissions of DEFENDANTS and each of them,
21 PLAINTIFF may be forced to incur substantial expense for medical and/or psychological care in
22 an amount which is at present unknown.

23 317. DEFENDANTS failure to acknowledge, investigate, and correct the complaints and
24 violations brought up by PLAINTIFF. As a direct, foreseeable, and legal result of
25 DEFENDANT'S misconduct, PLAINTIFF suffered severe mental and emotional distress and
26 anxiety the exact nature, extent, duration, or permanence of which are not yet known to
27 PLAINTIFF. However, PLAINTIFF is informed and believes, and based thereon allege, that
28 some of the injuries are reasonably certain to be permanent in character. As a further legal result

of the acts and omissions of DEFENDANTS and each of them, PLAINTIFF may be forced to incur expense for medical and/or psychological care in an amount which is at present unknown.

318. As a direct and proximate result of the unlawful conduct of DEFENDANTS, and each of them, PLAINTIFF has suffered special damages including but not limited to past and future loss of income, benefits, medical expenses, and other damages to be proven at time of trial.

319. As a direct and proximate result of the unlawful conduct of DEFENDANTS, and each of them, PLAINTIFF has suffered general damages including but not limited to shock, embarrassment, physical, mental, and emotional distress, humiliation, stress, and other damages to be proven at the time of trial.

320. DEFENDANTS 's conduct described herein was a substantial factor in causing PLAINTIFF's harm. The unlawful conduct alleged above was engaged, undertaken, authorized, and/or ratified by the officers, directors, supervisors, and/or managing agents and individuals and was therefore undertaken on behalf of DEFENDANTS, and each of them, who were acting at all times relevant to this Complaint within the scope and course of their employment.

321. DEFENDANTS further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by DEFENDANTS ESTHETIC EYES Inc. officers, directors, and/or managing agents, CAROLE LEWIS STOLPE and other individuals whose precise identities are unknown to PLAINTIFF at this time and are therefore identified and designated herein as DOES 1-25, inclusive. Therefore, the aforementioned conduct of said officers, directors, and/or managing agents and individuals was undertaken on behalf of DEFENDANTS and/or DOES 1-25, and each of them, inclusive.

322. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive amounting to malice, and in conscious disregard of PLAINTIFF's rights. DEFENDANTS committed and/or ratified the acts alleged herein. These acts were committed by and/or ratified by, and or were committed with the knowledge of employees' lack of fitness in the workplace but were allowed to proceed, by officers, directors, and/or managing agents of DEFENDANTS,

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as set forth above in detail. PLAINTIFF is, therefore, entitled to recover punitive damages from DEFENDANTS in an amount according to proof at trial.

323. DEFENDANTS acted fraudulently or intentionally raising the negligence to the level of “wilful and wanton” behaviour, in which LEWIS intentionally harmed PLAINTIFF with “conscious disregard” of PLAINTIFF’s legal rights and in such case, punitive damages designed to punish this particularly egregious behaviour and to deter similar conduct in the future.

324. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them, as set forth below.

EIGHTH CAUSE OF ACTION

Breach of oral and/or implied contract

(Against all Defendants)

325. California Civil Code § 1549 defines a contract as an agreement to do or not to do a certain thing. It also outlines the essential elements of a contract, including mutual consent, consideration, and lawful object.

326. The legal duty of all corporations that advertised a job position is to ensure that the advertisement complies with all relevant laws and regulations. The DEFENDANTS, as a corporation, owed a legal duty to operate their business with reasonable care to avoid causing harm or defrauding others. The DEFENDANTS under the ESTHETIC-EYES corporation veil advertised a job position, and in that made an offer of employment to the PLAINTIFF and the public sector at large. DEFENDANTS job advertisement ensure that the job complied with all relevant employment and civil laws, including those related to wages, working conditions. DEFENDANT’s advertised job position made the DEFENDANTS legally bound to be prepared to follow through with the terms and conditions outlined in the advertisement of the job position and therefore liable to ensure that the job advertisement was truthful and not misleading, complied with all relevant employment and civil laws and that it accurately represented the duties, requirements, and conditions of the job that the PLAINTIFF was offered and mutually assented with the DEFENDANTS during the interview with the DEFENDANTS on July 28, 2022.

1 327. DEFENDANT's advertisement offered a full-time job, on a set schedule and at a
2 designated business locations and was advertised as a form of employment classification that
3 receptionist, as employees, are typically hired to perform on detailed job responsibilities, and
4 benefits package. The PLAINTIFF was contacted by the DEFENDANTS through a voice
5 message and was offered to consider the terms of the advertised offer in an interview.
6 DEFENDANTS and PLANTIFF verbally accepted through mutual assent to the (exhibit
7 INDEED) advertisement of job position same terms, conditions, prices, and subject matter. The
8 Defendants offer was made with intent to bound in the job description advertisement that clearly
9 outlined duties and responsibilities of the position, as well as the qualifications and experience
10 required for the role, and agreement on all essential terms.

11 328. PLAINTIFF asserts the existence of an intent to bound by an agreement showing the
12 elements of a binding contract, in what any reasonable person in the same circumstances would
13 have thought as being an offer and an intent to be legally bound according to the terms and
14 conditioned outlined in the advertisement. DEFENDANTS offered (exhibit INDEED) to the
15 PLAINTIFF a job position on a salary between \$20-30 hourly rate for an 8-hour set schedule in
16 exchange of subject matter, terms and services, advertised as a job position of a front-desk
17 receptionist. PLAINTIFF performed the indeed advertised job description terms, duties,
18 responsibilities of the advertised position at a mutually assented \$25 hourly salary between July
19 28, 2022, and November 7, 2022. PLAINTIFF performed the job description terms, duties,
20 responsibilities of the advertised position at a mutually assented \$30 hourly salary between
21 November 8, 2022, and February 13, 2023.

22 329. PLAINTIFF came to discovered that the DEFENDANTS breach their duty as the
23 corporation owner, who is a corporate officer, deceived PLAINTIFF about one of the business
24 locations that turned out to be the owner's home where the corporation owner directed the
25 PLAINTIFF to perform personal tasks for the owner's home and personal gain during regular
26 working hours, such as home and car insurance broker duties, housekeeping, decorating,
27 organizing the home attic, running personal errands, and performing other duties for the owner's
28 personal gain, while the owner's expenses were paid using company funds.

1 330. Also, PLAINTIFF discovered that the DEFENDANT's advertised job responsibilities
2 were deceitfully multiplied to include tasks for a second corporation and the corporation owner's
3 nurse accreditation. PLAINTIFF was denied employment benefits and promotion befitting the
4 job advertisement mutually assented on for PLAINTIFF as a front-desk receptionist, or secretary
5 of a medical office.

6 331. PLAINTIFF came to discovered that the DEFENDANTS breach their duty as the
7 corporation owner, who is a corporate officer, wilfully misclassified PLAINTIFFF as an
8 independent contractor. PLAINTIFF complained to DEFENDANTS about an independent
9 contractor usually being hired to perform specific tasks or projects on a temporary or project
10 basis and emailed DEFENDANTS a link to investigate and address the misclassification by the
11 A.B.5 law guidelines. However, the DEFENDANTS continued to breach the legal duty as a
12 corporation that advertised a job position for a receptionist by continuing to mislead and
13 misclassify the PLAINTIFF as an independent contractor despite PLAINTIFF's repeated
14 complaints and demands made to the DEFENDANTS to investigate and address the breach of
15 duty. DEFENDANTS failed to investigate and continued to defraud the PLAINTIFF and
16 submitted PLAINTIFF to an increasingly hostile work environment through harassment,
17 discrimination, and attempts to entrap the PLAINTIFF in illegal activities. In proportion to
18 PLAINTIFF's continual in good faith complains about DEFENDANTS breach of duty, the
19 DEFENDANTS recurred to intentional infliction of harm by intimidation, threat, assault,
20 extortion and withholding to pay PLAINTIFF's salaries.

21 332. As a consequence of DEFENDANT's reckless breach of duty, PLAINTIFF suffered a
22 wide range of intentional infliction of harm, through bullying, harassment, discrimination,
23 defrauding, defamation, and extortion. Because of DEFENDANT's reckless breach of duty,
24 PLAINTIFF suffered assault and other damages that include, but are not limited to, medical
25 expenses, lost wages, future earning capacity damages, pain and suffering, mental and emotional
26 distress, court fee and travel expenses.

27 333. DEFENDANTS breach of legal duty led to the violation of PLAINTIFF's employment
28 and civil rights, causing PLAINTIFF personal injuries that include, but are not limited to,

1 medical expenses, lost wages, future earning capacity damages, pain and suffering, mental and
2 emotional distress, court fee and travel expenses.

3 334. DEFENDANTS breach of legal duties in the misleading advertisement of the job
4 position, in the violations of PLAINTIFF's employment and civil right through oppression,
5 intimidation, threat, assault, extortion, in the failure to pay PLAINTIFF's owed salary since
6 February 13, 2023 as well as the fraudulent activities of deceiving the PLAINTIFF and other
7 misclassified individuals to work in the corporation's owner's home have caused and are still
8 causing PLAINTIFF irreparable injury, extreme fear, emotional and mental distress which cannot
9 be adequately compensated by monetary damages and therefore justifies the need for injunctive
10 relief.

11 335. As a direct, foreseeable, and legal result, PLAINTIFF was harmed, and continue to suffer
12 harm, in an amount not yet fully ascertained and to be proved at trial.

13 336. As a direct, foreseeable, and legal result of DEFENDANTS' at least negligent
14 misconduct, Plaintiff suffered severe mental and emotional distress and anxiety the exact nature,
15 extent, duration, or permanence of which are not yet known to PLAINTIFF.

16 337. As a further legal result of the acts and omissions of DEFENDANTS and each of them,
17 PLAINTIFF may be forced to incur substantial expense for medical and/or psychological care in
18 an amount which is at present unknown.

19 338. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
20 as set forth hereinbelow.

21 **NINTH CAUSE OF ACTION**

22 **Breach of Implied Covenant of Good Faith and Fair Dealing**

23 (Against all Defendants)

24 339. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those
25 numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

26 340. Implied in every contract is a covenant that the parties will act with good faith and fair
27 dealing in their relations with each other.

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1 341. DEFENDANTS breach the implied covenant by failing to act with good faith and fair
2 dealing towards PLAINTIFF on more than one occasion causing cognizable damages to
3 PLAINTIFF.

4 342. The legal duty of all corporations that advertised a job position is to ensure that the
5 advertisement complies with all relevant laws and regulations. The DEFENDANTS, as a
6 corporation, owed a legal duty to operate their business with reasonable care to avoid causing
7 harm or defrauding others. The DEFENDANTS under the ESTHETIC-EYES corporation veil
8 advertised a job position, and in that made an offer of employment to the PLAINTIFF and the
9 public sector at large.

10 343. DEFENDANTS job advertisement ensure that the job complied with all relevant
11 employment and civil laws, including those related to wages, working conditions.
12 DEFENDANT's advertised job position made the DEFENDANTS legally bound to be prepared
13 to follow through with the terms and conditions outlined in the advertisement of the job position
14 and therefore liable to ensure that the job advertisement was truthful and not misleading,
15 complied with all relevant employment and civil laws and that it accurately represented the
16 duties, requirements, and conditions of the job that the PLAINTIFF was offered and mutually
17 assented with the DEFENDANTS during the interview with the DEFENDANTS on July 28,
18 2022. DEFENDANT's advertisement offered a full-time job, on a set schedule and at a
19 designated business locations and was advertised as a form of employment classification that
20 receptionist, as employees, are typically hired to perform on detailed job responsibilities, and
21 benefits package. The PLAINTIFF was contacted by the DEFENDANTS through a voice
22 message and was offered to consider the terms of the advertised offer in an interview.
23 DEFENDANTS and PLANTIFF verbally accepted through mutual assent to the advertisement of
24 job position same terms, conditions, prices, and subject matter. The Defendants offer was made
25 with intent to bound in the job description advertisement that clearly outlined duties and
26 responsibilities of the position, as well as the qualifications and experience required for the role,
27 and agreement on all essential terms.

28 ///

1 344. PLAINTIFF asserts the existence of an intent to bound by an agreement showing the
2 elements of a binding contract, in what any reasonable person in the same circumstances would
3 have thought as being an offer and an intent to be legally bound according to the terms and
4 conditioned outlined in the advertisement. DEFENDANTS offered to the PLAINTIFF a job
5 position on a salary between \$20-30 hourly rate for an 8-hour set schedule in exchange of subject
6 matter, terms and services, advertised as a job position of a front-desk receptionist. PLAINTIFF
7 performed the indeed advertised job description terms, duties, responsibilities of the advertised
8 position at a mutually assented \$25 hourly salary between July 28, 2022, and November 7, 2022.
9 PLAINTIFF performed the job description terms, duties, responsibilities of the advertised
10 position at a mutually assented \$30 hourly salary between November 8, 2022, and February 13,
11 2023.

12 345. PLAINTIFF came to discovered that the DEFENDANTS breach their duty as the
13 corporation owner, who is a corporate officer, deceived PLAINTIFF about one of the business
14 locations that turned out to be the owner's home where the corporation owner directed the
15 PLAINTIFF to perform personal tasks for the owner's home and personal gain during regular
16 working hours, such as home and car insurance broker duties, housekeeping, decorating,
17 organizing the home attic, running personal errands, and performing other duties for the owner's
18 personal gain, while the owner's expenses were paid using company funds.

19 346. Also, PLAINTIFF discovered that the DEFENDANT's advertised job responsibilities
20 were deceitfully multiplied to include tasks for a second corporation and the corporation owner's
21 nurse accreditation. PLAINTIFF was denied employment benefits and promotion befitting the
22 job advertisement mutually assented on for PLAINTIFF as a front-desk receptionist, or secretary
23 of a medical office.

24 347. PLAINTIFF came to discovered that the DEFENDANTS breach their duty as the
25 corporation owner, who is a corporate officer, wilfully misclassified PLAINTIFFF as an
26 independent contractor. PLAINTIFF complained to DEFENDANTS about an independent
27 contractor usually being hired to perform specific tasks or projects on a temporary or project
28 basis and emailed DEFENDANTS a link to investigate and address the misclassification by the

1 A.B.5 law guidelines. However, the DEFENDANTS continued to breach the legal duty as a
2 corporation that advertised a job position for a receptionist by continuing to mislead and
3 misclassify the PLAINTIFF as an independent contractor despite PLAINTIFF's repeated
4 complaints and demands made to the DEFENDANTS to investigate and address the breach of
5 duty. DEFENDANTS failed to investigate and continued to defraud the PLAINTIFF and
6 submitted PLAINTIFF to an increasingly hostile work environment through harassment,
7 discrimination, and attempts to entrap the PLAINTIFF in illegal activities. In proportion to
8 PLAINTIFF's continual in good faith complains about DEFENDANTS breach of duty, the
9 DEFENDANTS recurred to intentional infliction of harm by intimidation, threat, assault,
10 extortion and withholding to pay PLAINTIFF's salaries.

11 348. As a consequence of DEFENDANT's reckless breach of duty, PLAINTIFF suffered a
12 wide range of intentional infliction of harm, through bullying, harassment, discrimination,
13 defrauding, defamation, and extortion. Because of DEFENDANT's reckless breach of duty,
14 PLAINTIFF suffered assault and other damages that include, but are not limited to, medical
15 expenses, lost wages, future earning capacity damages, pain and suffering, mental and emotional
16 distress, court fee and travel expenses.

17 349. DEFENDANTS breach of legal duty led to the violation of PLAINTIFF's employment
18 and civil rights, causing PLAINTIFF personal injuries that include, but are not limited to,
19 medical expenses, lost wages, future earning capacity damages, pain and suffering, mental and
20 emotional distress, court fee and travel expenses.

21 350. DEFENDANTS breach of legal duties in the misleading advertisement of the job
22 position, in the violations of PLAINTIFF's employment and civil right through oppression,
23 intimidation, threat, assault, extortion, in the failure to pay PLAINTIFF's owed salary since
24 February 13, 2023 as well as the fraudulent activities of deceiving the PLAINTIFF and other
25 misclassified individuals to work in the corporation's owner's home where fire arms and
26 hazardous chemicals were threaten to exist have caused and are still causing PLAINTIFF
27 irreparable injury, extreme fear, emotional and mental distress which cannot be adequately
28 compensated by monetary damages and therefore justifies the need for injunctive relief.

351. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them, as set forth hereinbelow.

TENTH CAUSE OF ACTION

Failure to Provide Workers Compensation Benefits -Labor Code §§ 3700.5, 3722(f)

(Against All Defendants)

352. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

353. DEFENDANTS violated Cal. Labor Codes 3700.5, and 3722(f) in violation of PLAINTIFF's legal rights as set forth herein by failing to provide workers compensation benefits to employee- PLAINTIFF.

354. PLAINTIFF suffered reckless driving trauma, distress, physical assault, a slip, and hitting the back of her head on the attic stairs. PLAINTIFF suffers from PTSD and the slip caused her intense distress, agitation, nervousness, and fight-or-flight trauma response.

355. DEFENDANTS fraudulently removed from the PLAINTIFF the right to proper care and recovery through a worker's compensation after the incident. DEFENDANTS intentionally and deceitfully exposes the PLAINTIFF to harm and DEFENDANTS are fully at-fault for that accident because DEFENDANTS intentionally deceived and mislead the PLAINTIFF about the existence of a second office, coerced the PLAINTIFF and other employees to climb ladders without proper protection, in the TL-Attic Business Center unsafe and unhealthy work establishment. DEFENDANTS violated OSHA regulations and had a disdain for the well-being of the PLAINTIFF, all DEFENDANTS' employees and candidates for the advertised job position.

356. PLAINTIFF suffered compensable damages including loss of employment money and/or benefits, reputation, back pay, front pay, future earnings capacity, etc. according to proof at trial.

357. DEFENDANTS DOES 1-25 committed the acts herein alleged maliciously, fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive amounting to malice, and in conscious disregard of PLAINTIFF's rights. DEFENDANTS committed and/or ratified the acts alleged herein. These acts were committed by and/or ratified

by, and or were committed with the knowledge of employees' lack of fitness in the workplace but were allowed to proceed, by officers, directors, and/or managing agents of DEFENDANTS DOES 1-25, as set forth above in detail. PLAINTIFF is, therefore, entitled to recover punitive damages from DEFENDANTS in an amount according to proof at trial.

358. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them, as set forth below.

ELEVENTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(Against all Defendants for ITED)

359. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

360. Intentional Infliction of Emotional Distress (IIED) is a tort that occurs when one acts in a manner that intentionally or recklessly causes another person severe emotional distress. The elements of IIED typically include the defendant's outrageous conduct, the intent to cause severe emotional distress. As set forth hereinabove, DEFENDANTS subjected PLAINTIFF to unlawful harassing, oppressive, illegal, discriminatory, and retaliatory treatment as well as threatening, assaulting and extorting PLAINTIFF to silence PLAINTIFF's complaints about violations of the law incurred by the DEFENDANTS and later on to rob PLAINTIFF's money and expose PLAINTIFF to further emotional distress by falsely accusing, defaming and extorting the PLAINTIFF to withhold PLAINTIFF's money as punishment for PLAINTIFF not engaging in illegal activities.

361. DEFENDANTS engaged in outrageous conduct towards PLAINTIFF so extreme that it went beyond all possible bounds of decency and that a reasonable person would regard as intolerable in a civilized community. DEFENDANTS engaged in such outrageous conduct towards PLAINTIFF with the intention to cause – or with reckless disregard for the probability of causing PLAINTIFF to suffer severe emotional distress.

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1 362. To the extent that such outrageous conduct was perpetrated by certain DEFENDANTS,
2 the remaining DEFENDANTS adopted and ratified the conduct with a wanton and reckless
3 disregard of the deleterious consequences to PLAINTIFF.

4 363. DEFENDANTS knowingly and intentionally, or at least negligently failed and refused to
5 take all reasonable steps necessary to prevent such unlawful conduct from occurring.

6 364. Furthermore, the manner in which DEFENDANTS acted was callous, and without due
7 regard to PLAINTIFF emotional and physical well-being, and was done with the intention of
8 causing, and did in fact cause, serious emotional distress in PLAINTIFF, or was at least negligent
9 in causing serious emotional distress as follows:

10 365. Said conduct on the part of DEFENDANTS, and each of them, was extreme and
11 outrageous.

12 366. As a direct, foreseeable, and legal result, PLAINTIFF were harmed, and continue to
13 suffer harm, in an amount not yet fully ascertained and to be proved at trial.

14 367. As a direct, foreseeable, and legal result of DEFENDANTS' wilful or at least negligent
15 misconduct, PLAINTIFF suffered severe PTSD, mental and emotional distress and anxiety the
16 exact nature, extent, duration or permanence of which are not yet known to PLAINTIFF.

17 368. As a direct and proximate result of the unlawful conduct of DEFENDANTS, and each of
18 them, PLAINTIFF has suffered general damages including but not limited to shock,
19 embarrassment, physical, mental, and emotional distress, humiliation, stress, and other damages
20 to be proven at the time of trial.

21 369. As a further legal result of the acts and omissions of the DEFENDANTS and each of
22 them, PLAINTIFF may be forced to incur substantial expense for medical and/or psychological
23 care in an amount which is at present unknown.

24 370. DEFENDANTS' conduct described herein was a substantial factor in causing
25 PLAINTIFF's harm. The unlawful conduct alleged above was engaged, undertaken, authorized,
26 and/or ratified by the officers, directors, supervisors, and/or managing agents and individuals and
27 was therefore undertaken on behalf of DEFENDANTS, and each of them, who were acting at all
28 times relevant to this Complaint within the scope and course of their employment.

1 371. DEFENDANTS further had advanced knowledge of the actions and conduct of said
2 individuals whose actions and conduct were ratified, authorized, and approved by
3 DEFENDANTS ESTHETIC EYES Inc. officers, directors, and/or managing agents, CAROLE
4 LEWIS STOLPE and other individuals whose precise identities are unknown to PLAINTIFF at
5 this time and are therefore identified and designated herein as DOES 1-25, inclusive. Therefore,
6 the aforementioned conduct of said officers, directors, and/or managing agents and individuals
7 was undertaken on behalf of DEFENDANTS, and each of them, inclusive.

8 372. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
9 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil
10 motive amounting to malice, and in conscious disregard of PLAINTIFF's rights. DEFENDANTS
11 committed and/or ratified the acts alleged herein. These acts were committed by and/or ratified
12 by, and or were committed with the knowledge of employees' lack of fitness in the workplace
13 but were allowed to proceed, by officers, directors, and/or managing agents of DEFENDANTS,
14 as set forth above in detail. PLAINTIFF is, therefore, entitled to recover punitive damages from
15 DEFENDANTS in an amount according to proof at trial.

16 373. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
17 as set forth below.

18 **TWELFTH CAUSE OF ACTION**

19 **Assault**

20 (Against All Defendants)

21 374. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those
22 numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

23 375. A person is liable for assault if the person intentionally physically strikes or attempts to
24 physically strike another person causing a reasonable fear of imminent harm, threatening to make
25 unwanted physical contact or offensive bodily contact.

26 376. As alleged herein, DEFENDANTS intended to threaten and did strike at the PLAINTIFF
27 with an imminent harmful or offensive bodily contact and caused the PLAINTIFF a reasonable
28 apprehension of such contact. DEFENDANTS followed a succession of tactic to intimidate and

1 threatened the PLAINTIFF as follows: DEFENDANTS determined to force the PLAINTIFF to
2 leave without her due in full final wages, resorted to physical assault by violently hitting the desk
3 and grabbing at PLAINTIFF's hands, paper, and pen. PLAINTIFF in good faith was writing
4 down her Timekeeping record when the DEFENDANTS violently lunged on her desk slamming
5 and grabbing for the paper. PLAINTIFF screamed "Do not touch me!" while DEFENDANTS
6 continued their assault that threaten the PLAINTIFF with an intent to make unwanted physical
7 and offensive contact and to touch PLAINTIFF for an imminent reaction. DEFENDANTS
8 intentionally sought to distress the PLAINTIFF and threaten her physical safety, PTSD, mental
9 and emotional stability.

10 377. DEFENDANTS conduct described herein was undertaken, authorized and/or ratified by
11 the DEFENDANTS' officers, directors and/or managing agents. The aforementioned conduct of
12 said officers, directors and/or managing agents and individuals was therefore undertaken on
13 behalf of DEFENDANTS. DEFENDANTS further had advanced knowledge of the actions and
14 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
15 DEFENDANTS's officers, directors and/or managing agents.

16 378. The above said acts of DEFENDANTS were a proximate cause in PLAINTIFF's damage
17 as stated below.

18 379. The foregoing conduct of DEFENDANTS was intended by DEFENDANTS to cause
19 injury to the PLAINTIFF and/or was a despicable conduct carried on by DEFENDANTS with a
20 wilful and conscious disregard of the rights of PLAINTIFF and subjected PLAINTIFF to cruel
21 and unjust hardship in conscious disregard of PLAINTIFF's right to be free from violence or
22 intimidation by threat of violence committed against PLAINTIFF's because of her good faith
23 complaints, such as to constitute malice, oppression or fraud under California Civil Code § 3294,
24 thereby entitling the PLAINTIFF to punitive damages in an amount appropriate to punish or
25 make an example of the DEFENDANTS.

26 380. As a direct and proximate result of these actions, the PLAINTIFF has suffered extreme
27 mental distress, suffering, humiliation, emotional distress, PTSD, social anxiety, and economic
28 losses, that entitling her to damages in an amount to be proven at trial.

1 381. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
2 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil
3 motive amounting to malice, and in conscious disregard of PLAINTIFF's rights. DEFENDANTS
4 committed and/or ratified the acts alleged herein. These acts were committed by and/or ratified
5 by, and or were committed with the knowledge of employees' lack of fitness in the workplace
6 but were allowed to proceed, by officers, directors, and/or managing agents of DEFENDANTS,
7 as set forth above in detail. PLAINTIFF is, therefore, entitled to recover punitive damages from
8 DEFENDANTS in an amount according to proof at trial.

9 382. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
10 as set forth hereinbelow.

11 **THIRTEENTH CAUSE OF ACTION**

12 **California Civil Code Section 52.1**

13 (By Plaintiff Against All Defendants)

14 383. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those
15 numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

16 384. DEFENDANTS violated California Civil Code Section 52.1 attempted to interfere with
17 PLAINTIFF's exercise or enjoyment of rights secured by the Constitution or laws of the United
18 States or of the rights secured by the Constitution or laws of California by discriminating on
19 basis od Plaintiff's place of origin in denying PLAINTIFF a lawful employment classification
20 supported by a written contract.

21 385. PLAINTIFF continue to oppose LEWIS discrimination and interference with enjoyment
22 of rights secured by the Constitution of law of California and repeatedly requested to be given
23 the promised contract reflecting a lawful employment status. DEFENDANTS continued to
24 deceive PLAINTIFF about "looking into" addressing her protected activity complains and failed
25 to engage in a good faith interactive process with PLAINTIFF in violation of PLAINTIFF 's legal
26 rights.

27 386. On February 13, 2023, PLAINTIFF requested to be given the promised contract for
28 which DFENDANTs have discriminated against PLAINTIFF in basis of her place of origin but

1 the DEFENDANTS carried out the interference with PLAINTIFF's exercise or enjoyment of
2 rights secured by the Constitution or laws of the United States by recurring to threats,
3 intimidation and coercion.

4 387. DEFENDANTS threaten PLAINTIFF first with "Toni's on his way...", then intimidate
5 PLAINTIFF with calling the police, and finally LEWIS coerced PLAINTIFF through physical
6 assault and an extortion document. DEFENDANTS coerced PLAINTIFF through threat of
7 violence to prevent PLAINTIFF from the exercise or enjoyment of rights secured by the
8 Constitution or laws of the United States or of the rights secured by the Constitution or laws of
9 California.

10 388. The foregoing conduct of DEFENDANTS was intended by DEFENDANTS to cause
11 injury to the PLAINTIFF and/or was a despicable conduct carried on by DEFENDANTS with a
12 wilful and conscious disregard of the rights of PLAINTIFF and subjected PLAINTIFF to cruel
13 and unjust hardship in conscious disregard of PLAINTIFF's right to be free from violence or
14 intimidation by threat of violence committed against PLAINTIFF's because of her good faith
15 complaints, such as to constitute malice, oppression or fraud under California Civil Code § 3294,
16 thereby entitling the PLAINTIFF to punitive damages in an amount appropriate to punish or
17 make an example of the DEFENDANTS.

18 389. As a direct and proximate result of these actions, the PLAINTIFF has suffered extreme
19 mental distress, suffering, humiliation, emotional distress, PTSD, social anxiety, and economic
20 losses, that entitling her to damages in an amount to be proven at trial.

21 390. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
22 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil
23 motive amounting to malice, and in conscious disregard of PLAINTIFF's enjoyment of rights
24 secured by the Constitution or laws of the United States or of the rights secured by the
25 Constitution or laws of California

26 391. Therefore, PLAINTIFF brings this civil action for damages, injunctive relief, and other
27 appropriate equitable relief to protect the peaceable exercise or enjoyment of the right or rights
28 secured by California Civil Code Section 52.1.

392. As a result of DEFENDANTS interference with PLAINTIFF civil rights, PLAINTIFF has suffered compensable damages including loss of employment money and/or benefits reputation, back pay, front pay, future earnings capacity, distress, etc. according to proof at trial.

393. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them, as set forth hereinbelow.

FORTHTEENTH CAUSE OF ACTION

DEFAMATION

(Against All Defendants)

394. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

395. The people to whom this statement was made reasonably understood that this statement was about PLAINTIFF.

396. Further, these people reasonably understood the statement to mean PLAINTIFF committed a crime, lacked integrity, and showed reprehensible characteristics or behaviour.

397. The threatening statement was a substantial factor in causing harm to PLAINTIFF's trade, profession, occupation, and / or reputation. PLAINTIFF as a victim of inevitable negative defamation suffered loss of money, to have her wages decreased and denied to her, and tarnished reputation.

398. DEFENDANTS made this statement maliciously, out of hatred or ill will toward PLAINTIFF; alternatively, DEFENDANTS failed to use reasonable care to determine the truth or falsity of the statement.

340. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them, as set forth hereinbelow.

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1 **FIFTHTEENTH CAUSE OF ACTION**

2 **Retaliation. In Violation of California Occupational Safety and Health Act**

3 **, Labor Code section 6399.7**

4 (Against All Defendants)

5 341. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those
6 numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

7 342. Labor Code section 6399.7 is a provision in the California Labor Code that prohibits
8 discrimination against employees for exercising their rights under the California Occupational
9 Safety and Health Act (Cal-OSHA). This section specifically protects employees who file
10 complaints or institute proceedings related to hazardous substances in the workplace.

11 343. Under this provision, an employer cannot discharge, discriminate against, or retaliate
12 against an employee for exercising their rights under Cal-OSHA. This includes filing a
13 complaint, participating in an investigation, or testifying in a proceeding related to hazardous
14 substances in the workplace.

15 344. PLAINTIFF made various oral complaints to LEWIS about the deceitful
16 misrepresentation of The Toluca Office and the unsafe and unhealthy work environment in that
17 location. PLAINTIFF presented LEWIS with evidence of the unsecure ladder, the spider bites,
18 wasp attack, dusty air and cluttered floors and LEWIS retaliated further by demoting PLAINTIFF
19 to work in LEWIS's yard while raining, the garage, the attic restroom and LEWIS's bedroom
20 decorating.

21 345. Under California law, individuals misclassified as independent contractors are protected
22 from retaliation in violation of California Occupational Safety and Health Act (Cal-OSHA),
23 Labor Code section 6399.7. PLAINTIFF complained about workplace safety issues and has file a
24 retaliation complaint with the Labor Commissioner's Office. This protection is provided with the
25 purpose to ensure that individuals misclassified as independent contractors can exercise their
26 rights to a safe and healthy work environment without fear of retaliation.

27 346. Through the time of the employment PLAINTIFF regularly complaint about unsafe work
28 condition and hazardous substances in the workplace. PLAINTIFF was harassed, discriminated,

1 intimidated, threaten indirectly while at Toluca Office with the mentioning of firearms present in
2 the owner's home where PLAINTIFF was required to work. PLAINTIFF safety and health was
3 affected also by DEFENDANTS threatening PLAINTIFF ON February 13, 2022, with a man
4 who was on his way to the office and threatened that PLAINTIFF was "being let by Toni... to
5 call the police" all these adverse actions being done in retaliation for her complaints.

6 The above said acts of DEFENDANTS were a proximate cause in PLAINTIFF's damage as
7 stated below.

8 347. The foregoing conduct of DEFENDANTS was intended by DEFENDANTS to cause
9 injury to the PLAINTIFF and/or was a despicable conduct carried on by DEFENDANTS with a
10 wilful and conscious disregard of the rights of PLAINTIFF and subjected PLAINTIFF to cruel
11 and unjust hardship in conscious disregard of PLAINTIFF's right to be free from violence or
12 intimidation by threat of violence committed against PLAINTIFF's because of her good faith
13 complaints, such as to constitute malice, oppression or fraud under California Civil Code § 3294,
14 thereby entitling the PLAINTIFF to punitive damages in an amount appropriate to punish or
15 make an example of the DEFENDANTS.

16 348. As a direct and proximate result of these actions, the PLAINTIFF has suffered extreme
17 mental distress, suffering, humiliation, emotional distress, PTSD, social anxiety, and economic
18 losses, that entitling her to damages in an amount to be proven at trial.

19 349. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
20 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil
21 motive amounting to malice, and in conscious disregard of PLAINTIFF's rights. DEFENDANTS
22 committed and/or ratified the acts alleged herein. These acts were committed by and/or ratified
23 by, and or were committed with the knowledge of employees' lack of fitness in the workplace
24 but were allowed to proceed, by officers, directors, and/or managing agents of DEFENDANTS,
25 as set forth above in detail. PLAINTIFF is, therefore, entitled to recover punitive damages from
26 DEFENDANTS in an amount according to proof at trial.

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1 350. PLAINTIFF prays injunctive relief on DEFENDANTS firearms, on the continuance of
2 falsely advertising of the home attic as a business center and an injunctive relief against
3 DEFENDANTS using LEWIS's home as a business's location.

4 351. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
5 as set forth hereinbelow.

6 **SIXTEENTH CAUSE OF ACTION**

7 **Retaliation. In Violation of California Labor Code Section § 6311.**

8 (Against All Defendants)

9 352. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those
10 numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

11 353. Labor Code Section§6311 provides the right to refuse to perform work that would violate
12 any occupational safety or health standard... if the violation would create a real and apparent
13 hazard to the employee or her fellow employees.

14 354. PLAINTIFF reported occupational health and safety rules violations and complained
15 about DEFENDANTS misleading PLAINTIFF about a second office while demoting, coercing,
16 and harassing PLAINTIFF and the other employee, Ocampo, to work in unsafe and unhealthy
17 places that violated the California Division of Occupational Safety and Health (Cal/OSHA) rules
18 and regulations. PLAINTIFF reported violations of occupational safety and health standards in
19 the performance of work and complained about non-compliance with the Hazardous Substances
20 Information and Training Act.

21 355. DEFENDANTS punished PLAINTIFF's resistance to comply to the unlawful acts by
22 increasing pressure to give up her rights through bullying, harassing, isolation, refusing to
23 address the complaints and by creating a hostile work environment in continuing the
24 unreasonable demands and coercing of employees to work in these unlawful conditions.

25 356. Within the meaning of Cal. Labor Code §1105 employers who retaliate against a
26 whistleblower may be ordered to reinstate the employee with back pay and benefits and pay the
27 employee's compensatory damages, including lost wages and benefits, future loss of income,
28 emotional distress, profound impact on PLAINTIFF's mental health and self-esteem.

1 357. DEFENDANTS disregarded Cal. Labor Code §1102.8A and violated PLAINTIFF's legal
2 rights as set forth herein by failing to provide the employees with the whistleblower company
3 policy, prominently displayed in lettering larger than size 14 point type a list of employees'
4 rights and responsibilities under the whistleblower laws, including the telephone number of the
5 whistleblower hotline described in Section §1102.7.

6 358. DEFENDANTS failed to acknowledge, investigate, and correct the complaints and
7 violations brought up by PLAINTIFF. As a direct, foreseeable, and legal result of
8 DEFENDANT'S misconduct, PLAINTIFF suffered severe mental and emotional distress and
9 anxiety the exact nature, extent, duration, or permanence of which are not yet known to
10 PLAINTIFF. However, PLAINTIFF is informed and believes, and based thereon allege, that
11 some of the injuries are reasonably certain to be permanent in character. As a further legal result
12 of the acts and omissions of DEFENDANTS and each of them, PLAINTIFF may be forced to
13 incur expense for medical and/or psychological care in an amount which is at present unknown.

14 359. As a direct and proximate result of the unlawful conduct of DEFENDANTS, and each of
15 them, PLAINTIFF has suffered special damages including but not limited to past and future loss
16 of income, benefits, medical expenses, and other damages to be proven at time of trial.

17 360. As a direct and proximate result of the unlawful conduct of DEFENDANTS, and each of
18 them, PLAINTIFF has suffered general damages including but not limited to shock,
19 embarrassment, physical, mental, and emotional distress, humiliation, stress, and other damages
20 to be proven at the time of trial.

21 361. DEFENDANTS 's conduct described herein was a substantial factor in causing
22 PLAINTIFF's harm. The unlawful conduct alleged above was engaged, undertaken, authorized,
23 and/or ratified by the officers, directors, supervisors, and/or managing agents and individuals and
24 was therefore undertaken on behalf of DEFENDANTS, and each of them, who were acting at all
25 times relevant to this Complaint within the scope and course of their employment.

26 362. DEFENDANTS further had advanced knowledge of the actions and conduct of said
27 individuals whose actions and conduct were ratified, authorized, and approved by
28 DEFENDANTS ESTHETIC EYES Inc. officers, directors, and/or managing agents, CAROLE

1 LEWIS STOLPE and other individuals whose precise identities are unknown to PLAINTIFF at
2 this time and are therefore identified and designated herein as DOES 1-25, inclusive. Therefore,
3 the aforementioned conduct of said officers, directors, and/or managing agents and individuals
4 was undertaken on behalf of DEFENDANTS and/or DOES 1-25, and each of them, inclusive.

5 363. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
6 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil
7 motive amounting to malice, and in conscious disregard of PLAINTIFF's rights. DEFENDANTS
8 committed and/or ratified the acts alleged herein. These acts were committed by and/or ratified
9 by, and or were committed with the knowledge of employees' lack of fitness in the workplace
10 but were allowed to proceed, by officers, directors, and/or managing agents of DEFENDANTS,
11 as set forth above in detail. PLAINTIFF is, therefore, entitled to recover punitive damages from
12 DEFENDANTS in an amount according to proof at trial.

13 364. The employees' Civil Rights, Labor Rights, Health and Safety Codes were violated by
14 DEFENDANTS's irresponsibility to follow OSHA 29 CFR 1926.21 (b) standards and no
15 workplace safety and health training was offered to PLAINTIFF safety and protection against
16 hazards in the workplace, even though the Beverly Hills Office laboratory had no door, used high
17 pressure unsecured machinery and chemicals that produced dust, smell and smoke while being
18 two feet away from the reception area and around four feet away from the office entrance.
19 PLAINTIFF was also not informed until January 2023 about a gas tank being present and used
20 by LEWIS in the Beverly Hills Office, at all times located only two feet away from PLAINTIFF
21 desk and about less than five feet away from the office exit door.

22 The foregoing conduct of DEFENDANTS was intended by DEFENDANTS to cause injury to
23 the PLAINTIFF and/or was a despicable conduct carried on by DEFENDANTS with a wilful and
24 conscious disregard of the rights of PLAINTIFF and subjected PLAINTIFF to cruel and unjust
25 hardship in conscious disregard of PLAINTIFF's right to be free from violence or intimidation
26 by threat of violence committed against PLAINTIFF's because of her good faith complaints,
27 such as to constitute malice, oppression or fraud under California Civil Code § 3294, thereby

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entitling the PLAINTIFF to punitive damages in an amount appropriate to punish or make an example of the DEFENDANTS.

365. As a direct and proximate result of these actions, the PLAINTIFF has suffered extreme mental distress, suffering, humiliation, emotional distress, PTSD, social anxiety, and economic losses, that entitling her to damages in an amount to be proven at trial.

366. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive amounting to malice, and in conscious disregard of PLAINTIFF's rights. DEFENDANTS committed and/or ratified the acts alleged herein. These acts were committed by and/or ratified by, and or were committed with the knowledge of employees' lack of fitness in the workplace but were allowed to proceed, by officers, directors, and/or managing agents of DEFENDANTS, as set forth above in detail. PLAINTIFF is, therefore, entitled to recover punitive damages from DEFENDANTS in an amount according to proof at trial.

367. PLAINTIFF prays injunctive relief on DEFENDANTS firearms, on the continuance of falsely advertising of the home attic as a business center and an injunctive relief against DEFENDANTS using LEWIS's home as a business's location.

368. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them, as set forth hereinbelow.

369. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them, as set forth below.

SEVENTEENTH CAUSE OF ACTION

Forcing employees to sign illegal agreement California. Labor Code Section 432.5

(Against All Defendants)

370. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

371. Labor Code Section 432.5 of the California Labor Code states: No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for

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employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.

372. DEFENDANT tried to force PLAINTIFF in order to receive her wages to sign extortion letter, that contained false accusations against PLAINTIFF.

373. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them, as set forth below.

EIGHTEENTH CAUSE OF ACTION

42 U.S. Code § 3617 -Intimidation

(Against All Defendants)

374. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

375. 42 U.S. Code § 3617 is a civil law that addresses intimidation, stating: "No person, whether or not acting under color of law, shall by force or threat of force, wilfully injure, intimidate, interfere with, oppress, or threaten any other person in the free exercise or enjoyment of any right or privilege secured to him or her by the Constitution or laws of this state or by the Constitution or laws of the United States in whole or in part because of one or more of the actual or perceived characteristics of the victim listed in subdivision (a) of Section 422.55" making it illegal to interfere with another person's civil rights because of that person's actual or perceived characteristics, such as disability and nationality.

376. LEWIS threatened, assaulted and force PLAINTIFF in the free exercise or enjoyment of the civil right of being free of discrimination in basis of her place of origin and PTSD disabilities, as privileges secured to PLAINTIFF under the Constitution and laws of this state in LEWIS's oppressive, malicious and fraudulent pursuit of obtaining free services and money that LEWIS wanted from PLAINTIFF, against her will.

377. LEWIS made an indirect threat to PLAINTIFF through Alexia on February 8, 2023, about the PLAINTIFF being wrongfully accused and threatened. LEWIS intended to injure Plaintiff on February 13, 2023, by calling PLAINTIFF into work instead of discharging her via email. LEWIS planned to harm PLAINTIFF by distressing her with removing her office

1 possessions, using verbal threats about PLAINTIFF being escorted out by Toni and the Police,
2 used intimidation with friends and family of LEWIS over the phone, and physically assault
3 PLAINTIFF to force her to give up her legal rights and to obtain from PLAINTIFF the money
4 LEWIS wanted.

5 378. DEFENDANTS intention to inflict harm was obvious as LEWIS knew that Plaintiff
6 suffered from PTSD and has complained many times about getting PTSD triggers when scared,
7 intimidated and in unsafe and unhealthy situations, as PLAINTIFF complained about the unsafe
8 and unhealthy work environments, harassment, and discrimination to LEWIS many times before.

9 379. DEFENDANTS further intended to harm Plaintiff on February 13, 2022, by sending her
10 an extortion document signed by LEWIS and attached to Alexia, to oppress and force
11 PLAINTIFF to give up her legal rights and to obtain from PLAINTIFF the money LEWIS
12 wanted.

13 380. LEWIS used force, physically assaulting the PLAINTIFF to threaten her wellbeing and
14 her ability to decern in order to obtain from her the money LEWIS wanted by forcing
15 PLAINTIFF to give up her legal rights, services and money.

16 381. DEFENDENTS threatened PLAINTIFF's reputation by revealing the information and
17 the harmful document to another person in the management office, to further force PLAINTIFF
18 to be silent about PLAINTIFF'S complaints about misclassification, discrimination, assault that
19 was intended to cause PTSD reactions and the theft of her money.

20 382. DEFENDANTS have communicated this threat to PLAINTIFF by verbally through
21 Alexia on February 8, 2023, followed by intimidations, physical assault and a written threat on
22 February 13, 2023, through LEWIS. The threat that would damage PLAINTIFF's reputation, and
23 expose PLAINTIFF to criminal prosecution, or public exposure of harmful information.

24 383. DEFENDANTS intended to obtain PLAINTIFF's due in full final wages money, and an
25 unlawful service, against her will.

26 384. PLAINTIFF reasonably believed that the threat would be carried out, as it was carried
27 out partially by verbally giving a hint, followed by a physical violence assault, and culminating
28 with a written document.

1 385. PLAINTIFF complied with DEFENDANT's demands and DEFENDANTS have
2 PLAINTIFF's money against her will to this day.

3 386. PLAINTIFF complied with DEFENDANT's demands to give up her earned money and
4 DEFENDANTS have PLAINTIFF's money, against her will, to this day.

5 387. PLAINTIFF has suffered damages because of DEFENDANTS' repeated use of
6 extortion, such as financial loss and extreme emotional distress.

7 388. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
8 oppressively in conscious disregard for PLAINTIFF's rights, as set forth above in detail,
9 DEFENDANTS committed and/or ratified the acts alleged herein. These acts were committed
10 with the knowledge of employees' lack of fitness in the workplace but were allowed to proceed,
11 by officers, directors, and/or managing agents of DEFENDANTS, as set forth above in detail.
12 PLAINTIFF is, therefore, entitled to recover punitive damages from DEFENDANTS in an
13 amount according to proof at trial.

14 389. DEFENDANTS' conduct described herein was undertaken, authorized and/or ratified by
15 DEFENDANTS' officers, directors and/or managing agents. The aforementioned conduct of said
16 officers, directors and/or managing agents and individuals was therefore undertaken on behalf of
17 DEFENDANTS. DEFENDANTS further had advanced knowledge of the actions and conduct of
18 said individuals whose actions and conduct were ratified, authorized and approved by
19 DEFENDANTS' officers, directors and/or managing agents, LEWIS, and other individuals
20 whose precise identities are unknown to PLAINTIFF at this time and are therefore identified and
21 designated herein as DOES 1-25, inclusive.

22 390. PLAINTIFF suffered compensable damages including loss of employment money and/or
23 benefits, reputation, back pay, front pay, future earnings capacity, emotional distress, etc.
24 according to proof at trial.

25 391. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
26 as set forth hereinbelow.

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1 **NINETEENTH CAUSE OF ACTION**

2 **MISCLASSIFICATION OF EMPLOYEE AS INDEPENDENT CONTRACTOR**

3 (Against all Defendants)

4 392. PLAINTIFF hereby incorporates by reference all above paragraphs, including those
5 numbered and not numbered paragraphs, as though set forth here in full.

6 393. As separate and distinct cause of action, PLAINTIFF complains against DEFENDANTS
7 and DOES 1-25, and each of them, and for a cause of action alleges that if the ESTHETIC-EYES
8 business model is allowed to take root, hundreds of thousands of front-desk receptionists and
9 personal assistants for corporations in or out of the medical practices in California risk illegal
10 reclassification to the detriment of the workers, their families, businesses that comply with the
11 law, and the public at large. As the California Supreme Court observed in its unanimous decision
12 in *Dynamex Operations W., Inc. v. Superior Court* (2018) 4 Cal.5th 903, reh'g. den. (June 20,
13 2018) ("Dynamex"), which set forth the test for employment under the State's wage orders, the
14 State's laws against employee misclassification protect workers through a panoply of
15 employment protections (*Id.* at p. 952.), protect "law-abiding" businesses by preventing a "race
16 to the bottom" that threaten jobs and worker protections across entire industries (*Id.* at pp. 952,
17 960), and protect the tax-paying public from having to "assume responsibility" for "the ill effects
18 to workers and their families" of exploitative working arrangements. (*Id.* at pp. 952-53.).
19 Recognizing the serious problem of employee misclassification, the California Legislature
20 enacted Assembly Bill 5 ("A.B. 5"). (Assem. Bill No. 5 (2019-2020 Reg. Sess.)) A.B. 5 codified
21 and extended the California Supreme Court's *Dynamex* decision.

22 394. Under California law, workers are generally presumed to be employees unless the hiring
23 entities can overcome this presumption by affirmatively establishing each of the three factors
24 embodied in the strict "ABC" test. ESTHETIC-EYES cannot overcome this presumption with
25 respect to its medical office employees. ESTHETIC-EYES entire business is to supply staff to
26 fill traditional employee positions by the model of a medical office business. DEFENDANTS
27 motivation for breaking the law is obvious: by misclassifying its Workers and misusing the
28 Businesses workforce, the DEFENDANTS does not "bear any of [the] costs or responsibilities"

1 of complying with a wide range of state and local laws that protect workers. (Dynamex, supra, 4
2 Cal.5th at p. 913.). ESTHETIC-EYES unlawful employee misclassification must come to an end.
3 PLAINTIFF bring this action to ensure that the DEFENDANTS Workers receive the full
4 compensation, protections, and benefits they are guaranteed under the law, to restore a level
5 playing field for competing businesses, and to preserve jobs and hard-won worker protections for
6 all Californians.

7 395. During the period when PLAINTIFF worked for DEFENDANTS, PLAINTIFF was an
8 employee, as defined by Labor Code §§218 and 2750, as well as other California statutes and
9 California common law. DEFENDANTS deceived the PLAINTIFF with a misleading job
10 advertisement for a front-desk receptionist position that clearly evidences:

- 11 a. duties and responsibilities to be performed under an employer control, including
12 the manner and means of performing the work.
- 13 b. integration of the PLAINTIFF into the employer business using the employer's
14 equipment, laptop, office locations, while working exclusively for the employer
15 on a set schedule of an 8-hour shift, as well as requiring the PLAINTIFF to wear
16 "scrubs" uniform and medical shoes covers as uniform.
- 17 c. relationship between PLAINTIFF and employer including frequency, regularity of
18 the work performed.
- 19 d. The payment for the PLAINTIFF's services being advertised and paid on an
20 hourly base salary every 1st and 15th of each month and not on a project base.

21 396. DEFENDANTS misclassified PLAINTIFF as a purported "independent contractor"
22 throughout PLAINTIFF employment. As a result of misclassifying PLAINTIFF as a purported
23 "independent contractor," DEFENDANTS lowered their cost of doing business by not paying the
24 employer's share of government- mandated payroll taxes and insurance contributions with respect
25 to any of the funds paid to PLAINTIFF.

26 397. As a legal result of DEFENDANTS breach of legal duty and refusal to address the good-
27 faith complaints of PLAINTIFF about misclassification as an independent contractor, in violation
28 of California law, PLAINTIFF has suffered oppression, entrapment, intimidation, assault, treats,

1 extortion, indebtedment and continues to suffer substantial losses related to the loss of the
2 employer's share of government-mandated payroll taxes and insurance contributions and the use
3 and enjoyment of such employee benefits.

4 398. As a legal result of DEFENDANTS misclassification of PLAINTIFF as an independent
5 contractor in violation of California law, DEFENDANTS have been unjustly enriched by their
6 failure to pay the employer's share of government-mandated payroll taxes and insurance
7 contributions. PLAINTIFF may seek leave to amend this Complaint to state the precise amount
8 or will proceed according to proof at trial.

9 399. DEFENDANTS failed to classify PLAINTIFF as an employee, in violation of California
10 law, and this failure was knowing and intentional. DEFENDANTS failed to classify PLAINTIFF
11 as an employee for false, and fraudulent reasons. The decision to misclassify PLAINTIFF as an
12 independent contractor" was made, maintained, and enforced by DEFENDANTS, and was done
13 wilfully, maliciously, oppressively, and fraudulently, with the wrongful and deliberate intention
14 of injuring PLAINTIFF. DEFENDANTS wilfully failed to pay applicable government-mandated
15 payroll taxes and workers compensation and other insurance contributions and did so with a
16 conscious disregard for the rights of PLAINTIFF and the taxpayers at large, all of which has
17 deprived PLAINTIFF of her property and legal rights. The decision to misclassify PLAINTIFF
18 as an independent contractor" caused PLAINTIFF to suffer from indebtedness, experiencing
19 significant financial stress due to PLAINTIFF's inability to meet recurring expenses and
20 discharge payment obligations over a long period of time. The indebtedness condition is
21 associated with serious and long-lasting impacts on mental and physical health, including an
22 increased risk of depression, suicidal thoughts, and various health-related issues.

23 400. Therefore, in addition to all other types of relief requested herein, PLAINTIFF is entitled
24 to recover punitive and exemplary damages in amounts according to proof at trial.

25 401. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
26 as set forth hereinbelow.

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TWENTYETH CAUSE OF ACTION

Declaratory Judgement (CCP § 1060) Piercing the Corporate Veil

(Against all Defendants)

402. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

403. DEFENDANTS were jointly and interchangeably members, managers, officers and shareholders of each of the Businesses.

404. DEFENDANTS exercised complete domination and control of the Businesses such that the Businesses operated as their alter ego.

405. LEWIS's actions and omissions included, *inter alia*, the following:

- a. Failure to maintain and treat ESTHETIC-EYES INC. as an entity separate from the shareholders, director, and officers (which consisted solely of the DEFENDANTS).
- b. Intentionally misrepresenting the corporate identity when advertising, interviewing and verbally contracting employees on behalf of ESTHETIC-EYES.
- c. Paying for personal expenses, including home, food, vitamins, nails, hair, vacation
- d. Knowingly and intentionally concealing and misrepresenting the identity of the shareholders, directors, and officers of ESTHETIC-EYES.
- e. Failure to maintain an entity minute book – or any other corporate record.
- f. Failure to file tax returns for PLAINTIFF's work for ESTHETIC-ENHANCEMENTS.
- g. Failure to file tax return for PLAINTIFF's work for LEWIS's personal gain while at TL-Attic Business Center.
- h. Failure to elect director and officers.
- i. Overlapping owners, directors, officers, and personnel.
- j. Failure to maintain the TL-Attic Business Center space separate from the office space and address of LEWIS.
- k. Holding herself out as being liable for the debts of the Businesses as proven at trial
- l. Acting and contracting for, on behalf of Businesses without corporate authorization

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1 m. Failing to obtain corporate authorizations for, or maintain any documentation regarding
2 employees hours, wages, and owed debts.

3 406. All the facts stated in the preceding paragraphs indicate that LEWIS used ESTHETIC-
4 EYES and ESTHETIC-ENHANCEMENTS as her alter ego.

5 407. The doctrine of piercing the corporate veil is a remedy that permits a court to impose
6 liability on an individual or entity that uses a corporation merely as an instrumentality to conduct
7 that individual's or entity's business. LEWIS through domination and control of the Businesses
8 showed disregard of the corporate formalities, failing to keep separate records for the work the
9 PLAINTIFF was deceitfully required to do for LEWIS's home and car insurance. LEWIS did not
10 keep separate the owner's home from the business wilfully assigning to the PLAINTIFF to
11 perform personal tasks for LEWIS's home and LEWIS's personal gain during PLAINTIFF's
12 regular working hours, such as home and car insurance broker duties, housekeeping, decorating,
13 organizing the home attic, running personal errands, and performing other duties for the owner's
14 personal gain, while the owner's expenses were paid using company funds. LEWIS closed
15 ESTHETIC-EYES on July 13, 2023, and is currently acting and doing business with ESTHETIC-
16 EYES Clients/Patients through ESTHETIC-ENHANCEMENTS, in renting a back room at a
17 Pharmacy named "Concierge IV NUTRITION", at a new location at 9667 Brighton Way,
18 Beverly Hills, CA, 90210.

19 408. LEWIS is the owner, shareholder, and/or member that exercised complete domination
20 over the Businesses. LEWIS's domination of the corporations was used to commit fraud and
21 wrongs that injured PLAINTIFF.

22 409. LEWIS through domination and control of the Businesses, advertised and assented at the
23 interview with the PLAINTIFF on a deceitful job advertisement that exposed third parties in the
24 public sector and the PLAINTIFF to wage theft injustice, misclassification, oppression, a safe
25 and healthy workplace, loss of benefits, assault, extortion, and intentional infliction of harm
26 committed wrongs against PLAINTIFF. LEWIS used the Businesses to avoid paying the
27 PLAINTIFF lawful earned salary and benefits for work done.

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1 410. In accordance with rationale stated in opinions so far about “the entire universe” of
2 piercing the corporate veil, a variety of cases explained the judicial efforts to remedy one of three
3 problems that are clearly applicable to the DEFENDANTS schemes evidenced in this claim:

- 4 a. Courts pierce the corporate veil to bring corporate actors’ behaviour into
5 conformity with a particular statutory scheme.
- 6 b. Courts also pierce to remedy what appears to be fraudulent conduct that does not
7 satisfy the strict elements of common law fraud.
- 8 c. The third ground on which courts pierce the corporate veil is “the promotion of
9 accepted bankruptcy values” referring to the encouragement and support of
10 established principles and standards within the context of bankruptcy proceedings
11 to include the equitable treatment of creditors, the maximization of the value of
12 the debtor's assets, the prevention of fraudulent conveyances and preferential
13 transfers, and the allocation of risk in a predictable and transparent manner. The
14 promotion of these values is aimed at fostering confidence in the bankruptcy
15 system, ensuring fairness in the treatment of stakeholders, and maximizing the
16 recovery of assets for the benefit of creditors.

17 411. PLAINTIFF alleges that DEFENDANTS in their capacity of agents and director are
18 vicariously liable for directing the PLAINTIFF to do tasks attempted to defraud the PLAINTIFF
19 as well as members of the public by DEFENDANTS failure to follow mandatory rules imposed
20 on business entities by the state in regard to Privacy Regulations that requires businesses to
21 protect the privacy of their customers and employees, including having a privacy policy of not
22 transferring Patients, Clients and Employees private information to owner’s friends and family
23 members.

24 412. PLAINTIFF alleges that DEFENDANTS in their capacity of shareholders and/or
25 owners are personally liable for failing to separate the shareholders financial affairs from the
26 entity's financial affairs, but instead running the businesses for owner’s personal interest just as
27 the owner’s Alter-Ego, where the owner failed to observe corporate formalities and legal
28 requirements to ensure that the Businesses operated in accordance and compliance with state and

1 federal civil and labor and employment laws, such as the Fair Labor Standards Act (FLSA), but
2 instead used the Business's funds to pay PLAINTIFF to perform personal tasks for the business
3 owner personal gain. DEFENDANTS failed to prevent the misuse of financial infrastructure for
4 illicit activities as purposed by Corporate Transparency Act (CTA)

5 413. PLAINTIFF alleges that DEFENDANTS in their capacity of shareholders and/or
6 owners are personally liable for combining the assets of the other corporations because the
7 structure was an unlawful attempt to defraud PLAINTIFF and members of the general public
8 through failure to follow mandatory rules imposed on Business entities by Corporate
9 Transparency Act (CTA), purposed to prevent the misuse of financial infrastructure for illicit
10 activities as PLAINTIFF alleges the DEFENDANT have misused as follows: fraud, abuse, theft,
11 discrimination and harassment based on protected characteristics, misuse of company equipment,
12 disclosure of proprietary information, Improper dealings with customers or vendors and
13 Falsification of service standard promised, as the BUSINESSES did not meet the expectations set
14 by the SLA or the customer's understanding of the service

15 414. PLAINTIFF alleges that DEFENDANTS in their capacity of shareholders and/or
16 owners are personally liable due to DEFENDANT's failure to operate the corporations as
17 separate legal entities, as well as separating the financial affairs among all operating entities as
18 well as the owner's home.

19 415. PLAINTIFF is seeking to prove to the court that the DEFENDANTS as shareholders
20 have effectively robbed from the businesses and the businesses' creditors and employees to
21 enrich themselves inappropriately. PLAINTIFF is seeking to prove that the DEFENDANTS have
22 had no separateness of mind and completely dominated the policy business practices in respect to
23 agreements and transitions between the business shareholder and businesses creditors as well as
24 no separateness of mind and complete dominance in respect to agreements and transitions
25 between the business shareholders and business's manager and employees.

26 416. Therefore, LEWIS as shareholder, director, manager and worker, is personally liable
27 because LEWIS did more than to own the businesses. LEWIS actually directed PLAINTIFF to
28 do personal tasks that could perpetrate fraud, and evade legal obligations by concealment

1 LEWIS's through not maintain arm's length relationships with related entities, not observing
2 corporate formalities, intermingling the assets, mismanagement, and the non-functioning
3 corporate officers and directors, failed to separate herself as the owner from the entity's financial
4 affairs, co-mingling the businesses resources for owner's personal purposes, misrepresenting the
5 LEWIS's personal residence as a business entity and using it as such without obtaining the
6 necessary permits or license and using the business funds to pay for personal expenses related to
7 misclassifying employees as independent contractors while paying for their work done for the
8 owner's personal purposes with the business checks.

9 417. PLAINTIFF has therefore been harmed by the LEWIS's manipulation of the corporate
10 form. In order to right the wrongs committed against PLAINTIFF, equity requires that LEWIS
11 be held liable for the Businesses obligations and violations of law according to proof at trial.

12 418. PLAINTIFF desires a judicial determination of their rights and duties, and a declaration
13 as to whether the written document is enforceable.

14 419. DEFENDANTS' avoidance of their obligation to provide a healthy and safe work
15 environment, free of deceit, oppression, harassment, extortion, and discrimination and to address
16 legal duty violations complaints presented by the PLAINTIFF and failure to pay the PLAINTIFF
17 for her work done between February 1st and February 13TH, 2023 by recurring to intimidation,
18 assault, threat and extortion has harmed the PLAINTIFF, cause indebtedness, a condition
19 associated with serious and long-lasting impacts on mental and physical health, including an
20 increased risk of depression, suicidal thoughts, and various health-related issues evidencing
21 emotional, mental and physical harm.

22 420. A judicial declaration is necessary and appropriate under the circumstances in order that
23 PLAINTIFF may ascertain the rights and duties, if any, under the oral and/or written and/or
24 implied agreements at issue.

25 421. As a direct and proximate result of DEFENDANTS, and each of their acts, PLAINTIFF
26 has been damaged in an amount to be determined at trial and has incurred and will continue to
27 incur costs and damages including, but not limited to, loss of employment money and/or benefits,

28 ///

1 reputation, back pay, front pay, future earnings capacity, humiliation, distress, attorney fees etc.
2 according to proof at trial.

3 422. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
4 as set forth hereinbelow.

5 **TWENTY-FIRST CAUSE OF ACTION**

6 **Request for Declaratory and Injunctive Relief (CCP § 1060; 42 USC 2000e-5(g))**

7 (Against all Defendants)

8 423. PLAINTIFF hereby incorporates by reference all preceding paragraphs including those
9 numbered and not numbered paragraphs, of the Complaint, as if fully set forth herein.

10 425. An actual controversy arise and now exists between PLAINTIFF and DEFENDANTS
11 concerning their respective rights and duties in that the DEFENDANTS engaged in various false
12 and misleading representations and/or deceptive practices engaged that led to PLAINTIFF's
13 salary being unpaid by the DEFENDANTS engagements in intentional infliction of harm, and
14 defrauding the PLAINTIFF through intimidation, assault, and extortion, rending any agreements
15 unenforceable.

16 425. The legal duty of all corporations that advertised a job position is to ensure that the
17 advertisement complies with all relevant laws and regulations. The DEFENDANTS, as a
18 corporation, owed a legal duty to operate their business with reasonable care to avoid causing
19 harm or defrauding others. The DEFENDANTS under the ESTHETIC-EYES corporation veil
20 advertised a job position, and in that made an offer of employment to the PLAINTIFF and the
21 public sector at large. DEFENDANTS job advertisement ensure that the job complied with all
22 relevant employment and civil laws, including those related to wages, working conditions.
23 DEFENDANT's advertised job position made the DEFENDANTS legally bound to be prepared
24 to follow through with the terms and conditions outlined in the advertisement of the job position
25 and therefore liable to ensure that the job advertisement was truthful and not misleading,
26 complied with all relevant employment and civil laws and that it accurately represented the
27 duties, requirements, and conditions of the job that the PLAINTIFF was offered and mutually
28 assented with the DEFENDANTS during the interview with the DEFENDANTS on July 28,

2022. DEFENDANT's advertisement offered a full-time job, on a set schedule and at a designated business locations and was advertised as a form of employment classification that receptionist, as employees, are typically hired to perform on detailed job responsibilities, and benefits package. The PLAINTIFF was contacted by the DEFENDANTS through a voice message and was offered to consider the terms of the advertised offer in an interview. DEFENDANTS and PLANTIFF verbally accepted through mutual assent to the advertisement of job position same terms, conditions, prices, and subject matter. The Defendants offer was made with intent to bound in the job description advertisement that clearly outlined duties and responsibilities of the position, as well as the qualifications and experience required for the role, and agreement on all essential terms.

426. PLAINTIFF asserts the existence of an intent to bound by an agreement showing the elements of a binding contract, in what any reasonable person in the same circumstances would have thought as being an offer and an intent to be legally bound according to the terms and conditioned outlined in the advertisement. DEFENDANTS offered to the PLAINTIFF a job position on a salary between \$20-30 hourly rate for an 8-hour set schedule in exchange of subject matter, terms and services, advertised as a job position of a front-desk receptionist. PLAINTIFF performed the indeed advertised job description terms, duties, responsibilities of the advertised position at a mutually assented \$25 hourly salary between July 28, 2022, and November 7, 2022. PLAINTIFF performed the job description terms, duties, responsibilities of the advertised position at a mutually assented \$30 hourly salary between November 8, 2022, and February 13, 2023.

427. PLAINTIFF came to discovered that the DEFENDANTS breach their duty as the corporation owner, who is a corporate officer, deceived PLAINTIFF about one of the business locations that turned out to be the owner's home where the corporation owner directed the PLAINTIFF to perform personal tasks for the owner's home and personal gain during regular working hours, such as home and car insurance broker duties, housekeeping, decorating, organizing the home attic, running personal errands, and performing other duties for the owner's personal gain, while the owner's expenses were paid using company funds.

1 428. Also, PLAINTIFF discovered that the DEFENDANT's advertised job responsibilities
2 were deceitfully multiplied to include tasks for a second corporation and the corporation owner's
3 nurse accreditation. PLAINTIFF was denied employment benefits and promotion befitting the
4 job advertisement mutually assented on for PLAINTIFF as a front-desk receptionist, or secretary
5 of a medical office.

6 429. PLAINTIFF came to discovered that the DEFENDANTS breach their duty as the
7 corporation owner, who is a corporate officer, wilfully misclassified PLAINTIFFF as an
8 independent contractor. PLAINTIFF complained to DEFENDANTS about an independent
9 contractor usually being hired to perform specific tasks or projects on a temporary or project
10 basis and emailed DEFENDANTS a link to investigate and address the misclassification by the
11 A.B.5 law guidelines. However, the DEFENDANTS continued to breach the legal duty as a
12 corporation that advertised a job position for a receptionist by continuing to mislead and
13 misclassify the PLAINTIFF as an independent contractor despite PLAINTIFF's repeated
14 complaints and demands made to the DEFENDANTS to investigate and address the breach of
15 duty. DEFENDANTS failed to investigate and continued to defraud the PLAINTIFF and
16 submitted PLAINTIFF to an increasingly hostile work environment through harassment,
17 discrimination, and attempts to entrap the PLAINTIFF in illegal activities. In proportion to
18 PLAINTIFF's continual in good faith complains about DEFENDANTS breach of duty, the
19 DEFENDANTS recurred to intentional infliction of harm by intimidation, threat, assault,
20 extortion and withholding to pay PLAINTIFF's salaries.

21 450. As a consequence of DEFENDANT's reckless breach of duty, PLAINTIFF suffered a
22 wide range of intentional infliction of harm, through bullying, harassment, discrimination,
23 defrauding, defamation, and extortion. Because of DEFENDANT's reckless breach of duty,
24 PLAINTIFF suffered assault and other damages that include, but are not limited to, medical
25 expenses, lost wages, future earning capacity damages, pain and suffering, mental and emotional
26 distress, court fee and travel expenses.

27 451. DEFENDANTS breach of legal duty led to the violation of PLAINTIFF's employment
28 and civil rights, causing PLAINTIFF personal injuries that include, but are not limited to,

1 medical expenses, lost wages, future earning capacity damages, pain and suffering, mental and
2 emotional distress, court fee and travel expenses.

3 452. DEFENDANTS breach of legal duties in the misleading advertisement of the job
4 position, in the violations of PLAINTIFF's employment and civil right through oppression,
5 intimidation, threat, assault, extortion, in the failure to pay PLAINTIFF's owed money since
6 February 13, 2023 as well as the fraudulent activities of deceiving the PLAINTIFF and other
7 misclassified individuals to work in the corporation's owner's home where fire arms and
8 hazardous chemicals were threaten to exist have caused and are still causing PLAINTIFF
9 irreparable injury, extreme fear, emotional and mental distress which cannot be adequately
10 compensated by monetary damages and therefore justifies the need for injunctive relief.

11 453. PLAINTIFF desires a judicial determination of their rights and duties, and a
12 declaration as to whether the job advertisement was deceitful.

13 454. PLAINTIFF pray the court to order the DEFENDANTS to discontinue the
14 dissemination of false job advertisements. dissemination of misleading information as a relief
15 aimed to prevent further harm and maintain integrity of the job market.

16 455. A judicial declaration is necessary and appropriate under the circumstances in order
17 that PLAINTIFF may ascertain the rights and duties, if any, under the oral implied agreements at
18 issue.

19 456. PLAINTIFF requests injunctive relief against DEFENDANT under 42 USC 2000e-5(g)
20 including that the court enjoin DEFENDANTS from engaging in the unlawful employment
21 practice(s) and order such affirmative action as appropriate including reinstatement of
22 employee(s), with back pay, or other equitable relief as the court deems appropriate or as
23 subsequently requested by PLAINTIFF herein.

24 457. As a direct and proximate result of DEFENDANTS, and each of their acts, PLAINTIFF
25 has been damaged in an amount to be determined at trial and has incurred and will continue to
26 incur costs and damages including, but not limited to, loss of employment money and/or benefits,
27 reputation, back pay, front pay, future earnings capacity, humiliation, distress, attorney fees,
28 court fees etc. according to proof at trial.

1 458. WHEREFORE, PLAINTIFF prays judgment against DEFENDANTS, and each of them,
2 as set forth hereinbelow.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF prays for judgment against all DEFENDANTS jointly and
5 severally as follows:

6 1. A declaratory judgment that the actions, conduct and practices of DEFENDANTS complained
7 of herein violate the laws of the United States and the State of California.

8 2. An injunction and order permanently restraining DEFENDANTS from engaging in such
9 unlawful conduct.

10 3. An order directing DEFENDANTS to pay PLAINTIFF all expectation damages due to
11 DEFENDANTS' breach(es) of contract(s), misclassification, retaliation, as well as to take such
12 affirmative action as is necessary to ensure that the effects of these unlawful employment
13 practices are eliminated and do not continue to affect her employment and personal life;

14 4. That process be issued and served as provided by law, requiring DEFENDANTS to appear and
15 answer or face judgement.

16 5. That PLAINTIFF have and recover judgment against DEFENDANTS in an amount to be
17 determined at trial as general damages for their wrongful conduct.

18 6. An award of damages in an amount to be determined at trial, plus prejudgment interest, to
19 compensate PLAINTIFF for all monetary and/or economic harm, including all late, lost and
20 unpaid wages and benefits, past, present and future, and other compensation as a result of
21 defendant's wrongful conduct, plus interest.

22 7. An award of damages in an amount to be determined at trial, plus prejudgment interest, to
23 compensate PLAINTIFF for harm to her professional and personal reputations and loss of career
24 prospects, potential and fulfilment.

25 8. An award of damages in an amount to be determined at trial, plus prejudgment interest, to
26 compensate PLAINTIFF for all non-monetary and/or compensatory harm, Noneconomic
27 damages for pain and suffering, including but not limited to, compensation for her mental
28

1 anguish, humiliation, embarrassment, stress and anxiety, emotional pain and suffering, emotional
2 distress and physical injuries.

3 9. An award of damages for any and all other monetary and/or non-monetary losses suffered by
4 PLAINTIFF in an amount to be determined at trial, plus prejudgment interest, including all
5 statutory and civil penalties recoverable under the private attorney general provisions of the
6 UCL, B&P 17200 et seq.;

7 10. An award of Liquidate damages.

8 11. An award of punitive and exemplary damages in an amount according to proof at trial to
9 punish DEFENDANTS and deter such unlawful misconduct from occurring in the future;

10 12. An award that PLAINTIFF have and recover a judgment against DEFENDANTS in an
11 amount to be determined at trial for expenses of this litigation, including, but not limited to,
12 reasonable attorney's fees and costs to the fullest extent permitted by law;

13 For such other relief as this Court deems equitable, just or proper.

14
15 DEMAND FOR JURY TRIAL

16 PLAINTIFF hereby demands a trial by jury of all issues so triable except as to attorney fees and
17 costs.

18
19 This First Amended Complaint has attached to it 30 pages that contain the sixteen referred
20 exhibits, totalling to 177 pages.

21
22 DATED: February 21, 2024



23 By: LAURA MARIA COTENESCU (IN PRO PER)
24
25
26
27
28

Exhibit # 1
"Job Description"

11:08

indeed.com

Front Desk Receptionist & Personal Assistant

Esthetic Eyes
Los Angeles, CA



Application submitted

You updated the status of this job on July 19, 2022

[View All Applied Jobs](#)

Job details

Job Type

Full-time

Qualifications

- QuickBooks: 1 year (Preferred)
- US work authorization (Preferred)

Full Job Description

Be the front desk person for a small medical practice that'll consist of working Monday-Thursdays day(9-5). You'll be responsible for answering the office phone and responding to emails which usually deals with patients. You'll assign patients appointments for what they need accordingly based on the Doctor's calendar. Any experience with OfficeAlly and QuickBooks would

Job details

Job Type

Full-time

Qualifications

- QuickBooks: 1 year (Preferred)
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Full Job Description

Be the front desk person for a small medical practice that'll consist of working Monday-Thursdays day(9-5). You'll be responsible for answering the office phone and responding to emails which usually deals with patients. You'll assign patients appointments for what they need accordingly based on the Doctor's calendar. Any experience with OfficeAlly and QuickBooks would be helpful. Responsible for bookkeeping of patient files and accounting the total finances based on patient payments for the month after appointments. Any photo taking skills would be helpful as well. Skills we're looking for are maturity, patience, reliability, and organization

Job Type: Full-time

Pay: \$20.00 - \$30.00 per hour

Schedule:

- 8 hour shift
- Day shift

1.0 ★☆☆☆☆

Not the job for someone with innovative thoughts, solutions or opinions

Office Worker (Former Employee) - Beverly Hills, CA - February 10, 2020



Indeed Featured review

The most useful review selected by Indeed

The initial job I applied for quickly morphed into a completely separate job title. Secondly, the employer tried to low ball my hourly rate range posted in the job description then asked to pay a vastly lower rate of the previous employee.

The owner is an individual who lacks foresight and genuine leadership. She will say she wants a detailed forward-thinking multi-tasker but in reality only wants an yes man/woman, which ultimately is her prerogative. Don't hire people that offer solutions, ignore every single one of them and then become irrationally upset by "sudden" deadlines.

Honestly, a review of this employer could be novel length, but I will say this; if you have no problems doing whatever you are told without question and you possess no moral code in professional conduct, then this is the place for you.

Was this review helpful?

2.0 ★★☆☆☆

I loved the patients...

Treatment Plan Coordinator (Former Employee) - Beverly Hills, CA - January 9, 2017

I worked for a female which I have no idea why they can be so difficult. Made a ton of money did not compensate her long term employees. Sad really she lost three of us.

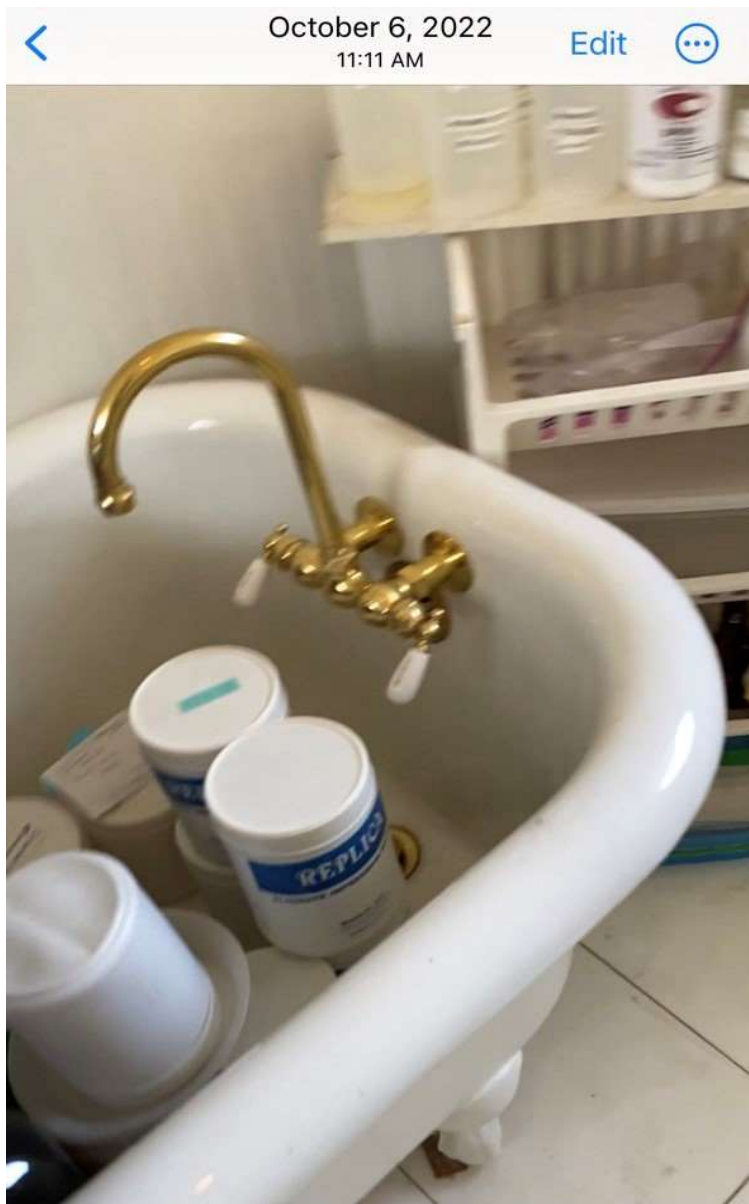
Exhibit # 3
"Toluca Lake Attic Business Center"



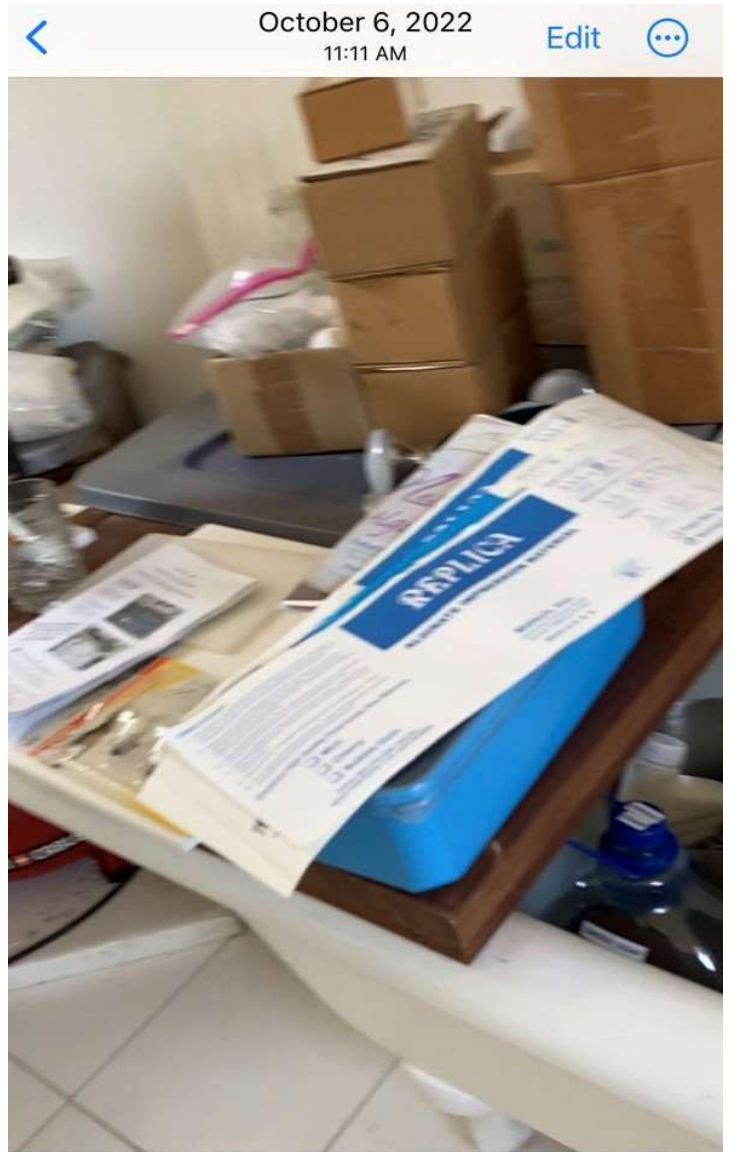
"Boxes with patients' charts in TL ABC"



"Bathroom in TL Attic Business Center"



"Bathroom in TL Attic Businnes Center"



"Spiders at TL Attic Business Center"



"Wasp in TL Attic Businnes Center"



"Insects' bites from TL ABC"



Exhibit # 4

“Unsafe Work Environment”

Office Carole Lewis >

Sun, Nov 6 at 4:32 PM

4:21
Messages

Tuesday, Nov 15, 9:00 am

Office visit
Carole Stolpe

Chi N Rosenberg, MD
DERMATOLOGY
Care team member profile

Hi Laura
Is it possible for you to come
9am thru the side gate and
work on patio until I return
from Kaiser ?
Let me know and I will put the
computer on the patio

Please computer calendar
2023
1 week maintenance

1 week case

Subject

Office Carole Lewis >

I am leaving by 7:30 to be on
time. You can call me earlier if
you need
🙏❤️🙏

iMessage

Hi Carole,

No, it's not conducive to my
health to work on your patio -
did you check the weather
forecast tomorrow -it's 61
Fahrenheit and rain ?

I'll go to Beverly hills and work
at that office on the computer
there and when you're done
with your Appintment we can
talk

Oh dearrain

Let's do this .. meet me in TL
at 10am. (will pay you from 9
am so we can go to work

Subject

Office Carole Lewis >

Mon, Oct 17 at 10:49 AM

Carole,
I'm going to go to Beverly Hills

My eyes and burning and my
nose is not doing good with
the smell from the chemicals
outside

I'll continue working on
patients charts from there

Sorry, I don't Want to get sick
and then. It be able to work

I'll come by Tomrorrow morning
with bills for you to sign and
see what I can do with chart
with Blanca inside

Ok Work in side great room
and close the doors

The smell is everywhere inside
now too.

Subject

Office Carole Lewis >

Thu, Dec 8 at 8:41 AM

I spoke my peace ☀️ Good luck
with the patient today.

I got my list of what I need to
find and seams like I'm only
working on DB.

I will ask kindly Blanca to pull
the work boxes ... because I
already told her 3 times I'm not
comfortable working in "the
toilet:)" ... and I won't pull them
if they go back in there

But for whatever reason, she
put the work boxes back in
there ... so she can have the
job. It is part of a technician job
description to handle the
boxes anyways.

It's very bizarre to me why we
need to use garages and
toilets to keep Office things in?

Subject

Exhibit # 5

"Email from Plaintiff to Lewis about AB5 Test"

 Laura Cotenescu <laura_cotenescu@yahoo.com> Oct 17, 2022 at 4:18 PM  

To:
Esthetic Eyes & Esthetic Enhancements <estheticeyesofficial@gmail.com>

1. California's AB5 and Independent Contractors

The law codified the "ABC" test in the landmark court decision in the so-called Dynamex case. Under AB5, **any worker is presumed to be an employee**. The employer has the burden to prove that the worker should be classified as an independent contractor. Mar 11, 2022



www.sanjosebusinesslawyersblog.com

2. Is an independent contractor an employee?

Employees get certain benefits under the law that independent contractors do not. Examples are overtime pay, 13th month pay, holiday pay, premium pay, among others. Certain also get other non-monetary benefits such as the Service Incentive Leave, maternity leave, paternity leave, parental leave, etc. May 23, 2019



<https://www.wonder.legal>

3. Can a 1099 employee be full-time?

A 1099 employee is a contractor rather than a full-time employee. These employees may also be referred to as freelancers, self-employed workers, or independent contractors. If you are a business that is contracting 1099 employees, determine what type of work this individual will do for your business. Oct 3, 2022



<https://squareup.com>

4. 1. Can you tell a 1099 employee when to work?

Many people ask, "Can you tell an independent contractor when to work?" The answer is no. As an independent, **you are free to work whenever you like, unless specified in your contract.**



<https://www.mbopartners.com> > blog

5. Do you make more money as an independent contractor?

As an independent contractor, **you may earn more money than as an employee.** Companies might be willing to pay more for independent contractors because the companies don't have to enter into expensive, long-term commitments or pay health benefits, unemployment compensation, Social Security taxes, and Medicare taxes. Sep 13, 2022



<https://www.thebalancemoney.com>

6. How much more should I charge as an independent contractor?

A basic rule of thumb that most people suggest would be to **determine your hourly rate as a permanent employee, and then add 50-75%.** If you were earning \$65,000/year, that equates to \$31.25/hr. By adding 50%, your rate would be \$47/hr, and at 75%, your rate would be \$55/hr.



<https://www.eagleonline.com> >

7. 2022 California Exempt Employees Minimum Salary Increases

Effective January 1, 2022, the minimum salary threshold for these exemptions are: **Employers with 1-25 employees: \$58,240 per year.**
Employers with 26 or more employees: \$62,400 per year. Dec 15, 2021



<https://www.berliner.com> > articles

8. What rights do self-employed workers have?

If you're self-employed you have some employment rights including: **protection for your health and safety on a client's premises.** protection against discrimination.

Sent from my iPhone

On Oct 17, 2022, at 1:44 PM, Esthetic Eyes & Esthetic Enhancements <estheticeyesofficial@gmail.com> wrote:

Exhibit # 6

"Lewis's messages to Plaintiff about agreement"

Office Carole Lewis >

Nov 1, 2022 at 9:34 PM

Hi Laura

Did you leave me the printed job posting and your proposal .

Accidentally swiped off your message to me on I phone

Please send both to Brightoneyes 21
Thanks

Nov 2, 2022 at 7:33 AM

Good morning Carole,
What a perfect day to be inside yay for rain ☁️

Would you be ok if I arrived around 9am to maybe catch Blanca on my way at the metro like yesterday? Will be hard for her to walk when raining and she gets to Universal around 8:50 from what I noticed

Office Carole Lewis >

around 9am to maybe catch Blanca on my way at the metro like yesterday? Will be hard for her to walk when raining and she gets to Universal around 8:50 from what I noticed

And yes will forward you the emails now 🙏

Blanca is getting a ride with her husband

Do you want me to come 8:30am or better 9 like yesterday

Nov 2, 2022 at 4:00 PM

Hi

Come on down and bring any questions along .

Let's review papers along the window to close the day out

Nov 4, 2022 at 4:34 PM

Subject

Exhibit # 6(2)



Exhibit # 7 "Alexia's message"

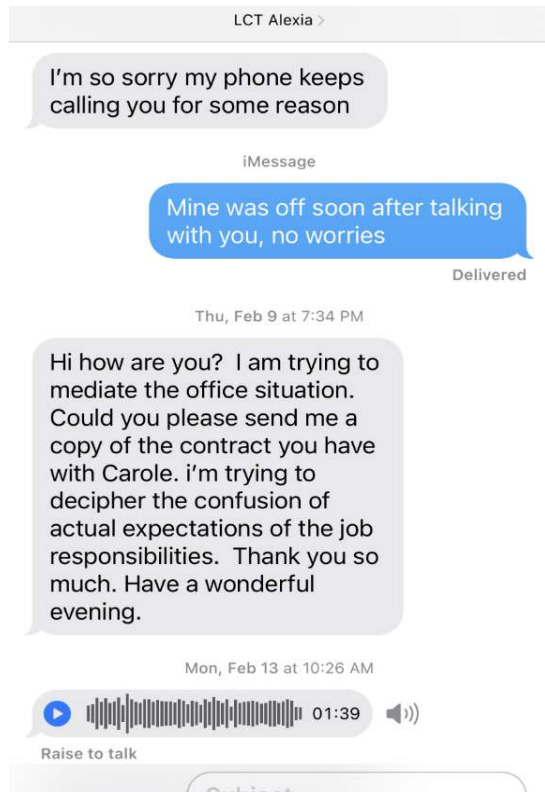
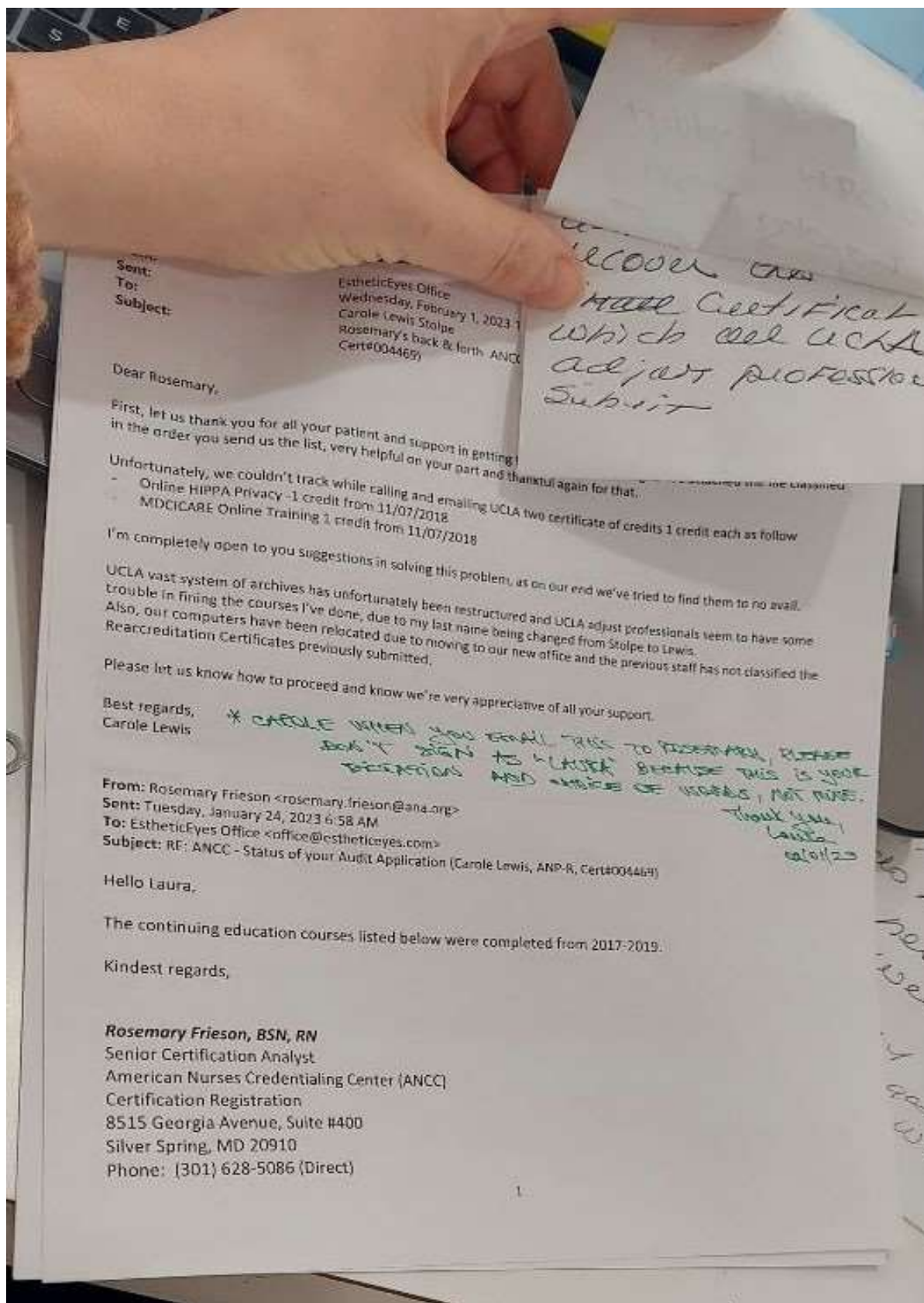


Exhibit # 8
"Lewis's False Statement about UCLA"



EstheticEyes Office
Wednesday, February 1, 2023 11:00 AM
Carole Lewis Stolpe
Rosemary's back & forth ANCC
Cert#004469

Dear Rosemary,

First, let us thank you for all your patient and support in getting the order you send us the list, very helpful on your part and thank you. Unfortunately, we couldn't track while calling and emailing UCLA Online HIPPA Privacy -1 credit from 11/07/2018 MDCICARE Online Training 1 credit from 11/07/2018

We are completely open to your suggestions in solving this problem. UCLA vast system of archives has unfortunately been restructured making it difficult in finding the courses I've done, due to my last name being so, our computers have been relocated due to moving to our new accreditation Certificates previously submitted.

Please let us know how to proceed and know we're very appreciate.

Best regards,
Carole Lewis

* CAROLE WHEN YOU GET
DON'T SIGN AS CAROLE BECAUSE
DISTINCTION AND CHOICE OF WORDS, NOT NAME.

Thank you,
Laura
02/01/23

From: Rosemary Frieson <rosemary.frieson@ana.org>
Sent: Tuesday, January 24, 2023 6:58 AM
To: EstheticEyes Office <office@estheticeyes.com>
Subject: RE: ANCC - Status of your Audit Application (Carole Lewis, ANP-R, Cert#004469)

Hello Laura,

The continuing education courses listed below were completed from 2017-2019.

Kindest regards,

Rosemary Frieson, BSN, RN
Senior Certification Analyst
American Nurses Credentialing Center (ANCC)
Certification Registration
8515 Georgia Avenue, Suite #400
Silver Spring, MD 20910
Phone: (301) 628-5086 (Direct)

1

The image displays several items related to a medical or pharmaceutical context:

- Patient Chart (Mickey Fine Pharmacy):** This document contains patient information such as Name (Last, First, Middle), DOB, Sex, Race, Ethnicity, and Insurance Type. It also includes sections for Progress Notes/Encounters, Medications, and Patient Portal access.
- Prescription Label:** A white label for Oxycodone-Acetaminophen tablets, 5-325 MG. It specifies "NO REFILLS" and provides contact information for Mickey Fine Pharmacy.
- American Express Card Verification Form:** A form used for verifying payment methods, featuring fields for approval number, expiration date, and cardholder name.
- Medication Bottle:** A small orange and white bottle of Oxycodone-Acetaminophen tablets, labeled with the pharmacy's name and dosage.



Exhibit # 10

"Plaintiff's Worked Hours, Wrong Last Paycheck, Paper with employee's salaries and Lewis's Check Marks "

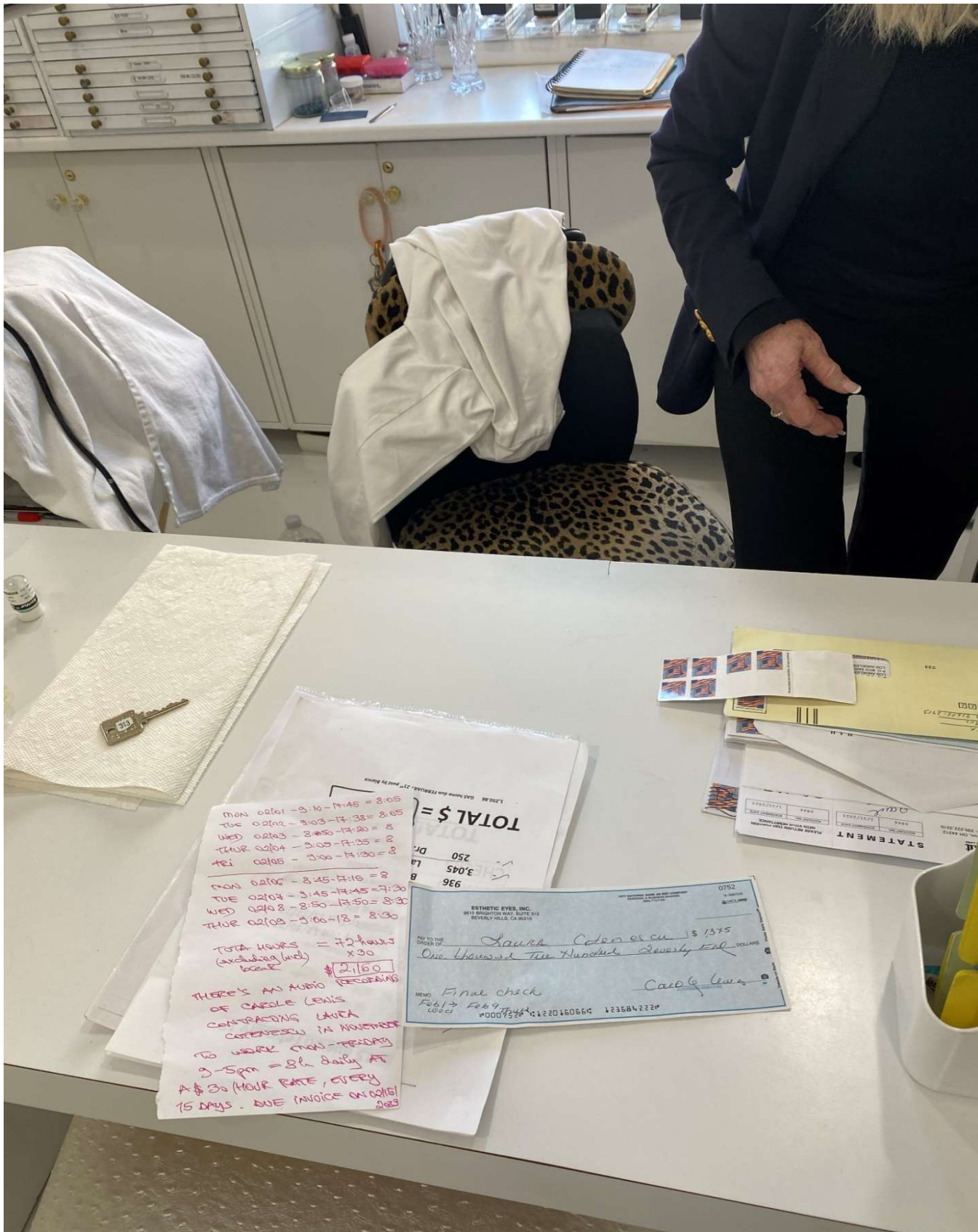


Exhibit # 11
"Extortion Letter"

Done Scan Feb 13, 2023 at 1.05 PM



February 13, 2023

Carole Lewis
9615 Brighton Way
Beverly Hills, Ca. 90210

To Laura Conten Escu

After our encounter today in my office I feel it necessary to reevaluate the termination of our business relationship. We have never had a written contract and I do not remember ever having a conversation or verbal agreement regarding a raise. I realize now that I was trusting your calculations of your hours and payments without looking at the amount before signing the payment check you filled out. You refused my final check today upon termination based on the amount you were expecting per hour. Even though I attempted to pay you the full amount owed in good faith, and you refused I am writing a new check with the raise that was never agreed upon so that we can finally terminate our business relationship and move on.

I will send this letter to your email for both of us to sign.
Once you have signed and returned the termination agreement I will leave your final check in the business office downstairs in the building.

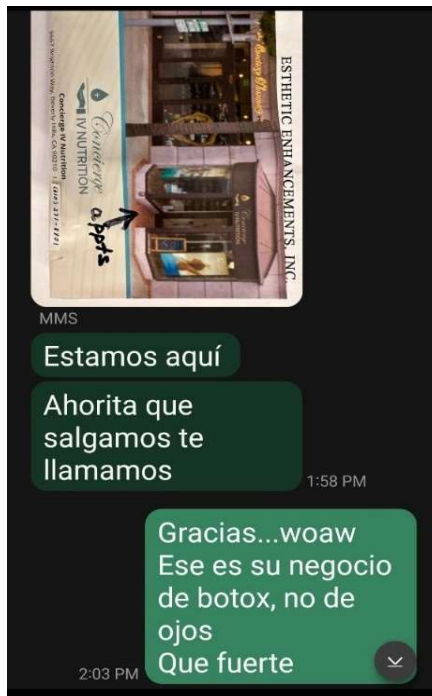
This letter serves as notice of termination of our business relationship on your last day you worked on February 9, 2023, with final check ready to be picked up in business office.


Carole Lewis

Laura Conten Escu

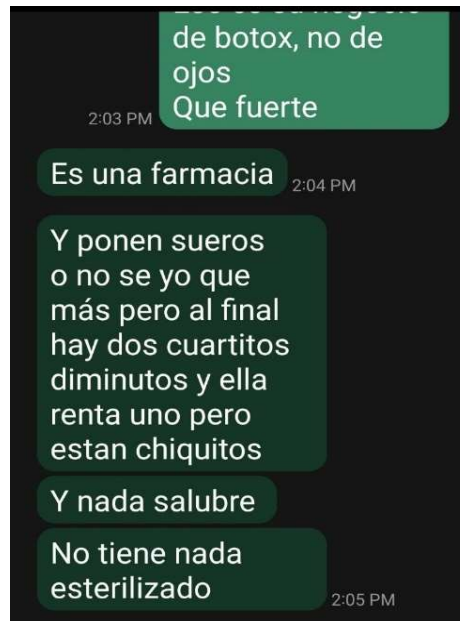
Exhibit #12

"Lewis providing services to Esthetic Eyes Inc. patients under Esthetic Enhancements Inc. in the backroom of pharmacy"



We are here
As soon as we leave we will call you

Thank you... woaw
This is her botox business, not her eyes business
How incredible

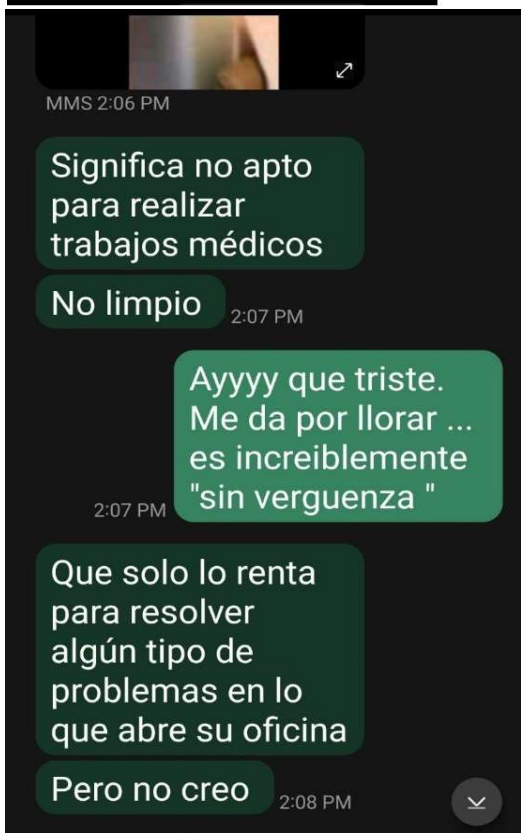


It's a pharmacy

And they put serums or I don't know what else but in the end there are two tiny rooms and she rents one but they are small

And nothing healthy

Nothing is sterilized



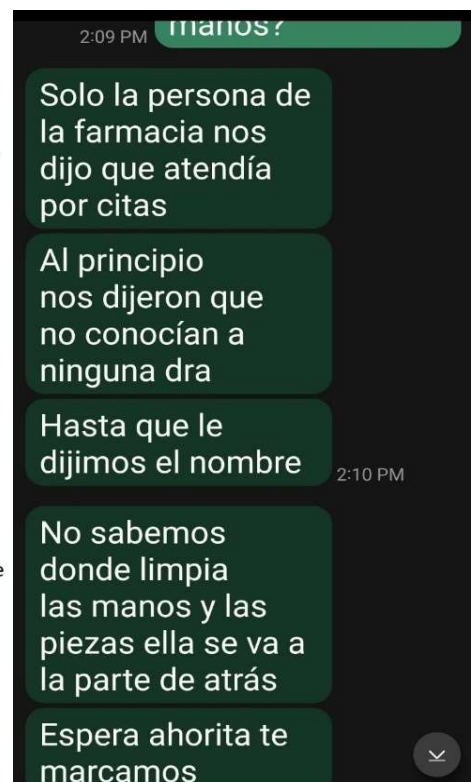
It means not suitable for medical work

Not clean

Ayyyyy how sad.
I feel like crying...
It's incredible
"shameless"

She only rents it to solve some type of problems until she opens her office

But I don't believe



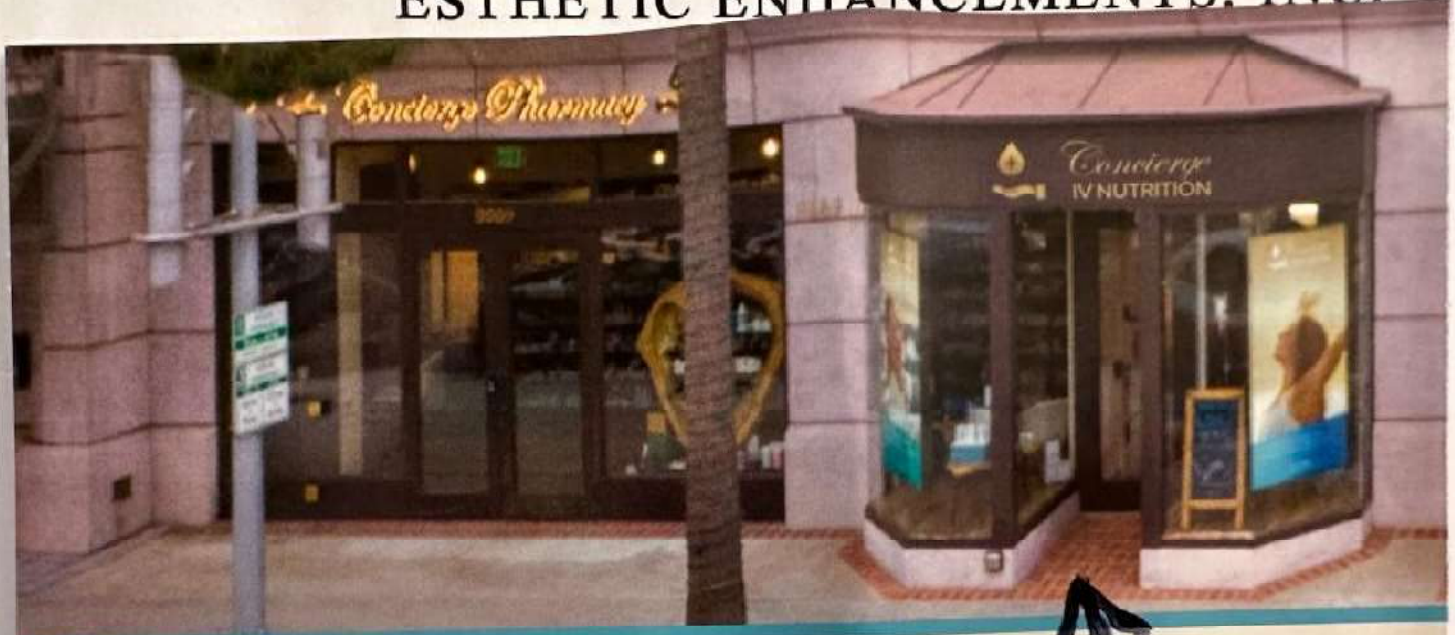
One person from the pharmacy told us that they attend by appointments

At first they told us that they don't know of any female doctor

Until we said the name

We don't know where she is cleaning her hands and the pieces she takes them to the back part

ESTHETIC ENHANCEMENTS, INC.



↑
appts

Concierge IV Nutrition

9667 Brighton Way, Beverly Hills, CA 90210 | (310) 271-8801

Exhibit # 13

" Plaintiff complaining about Lewis having bullied her in front of others"

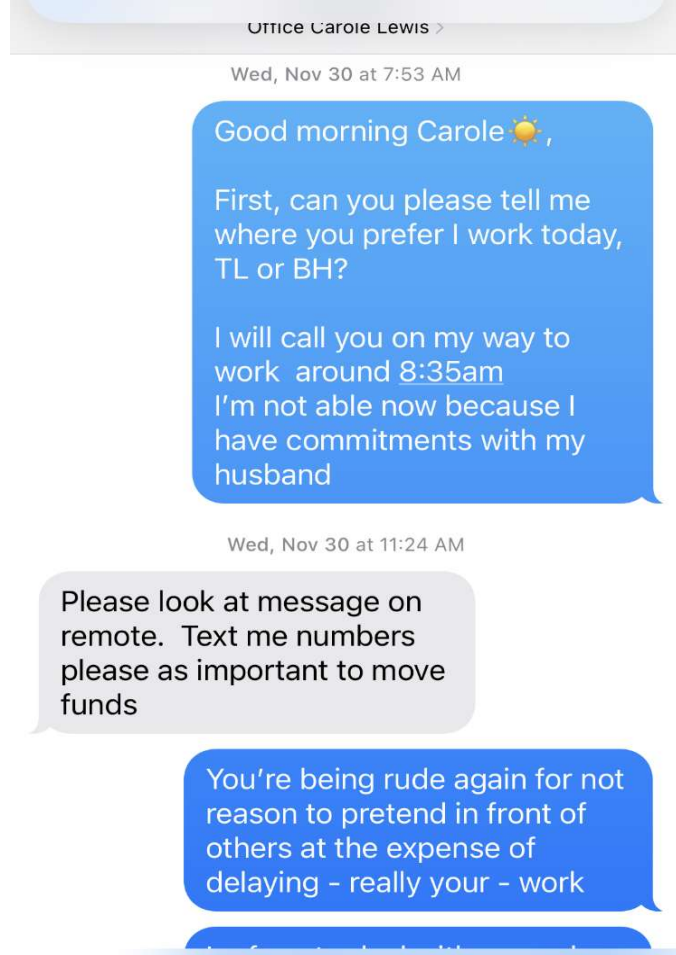


Exhibit # 14

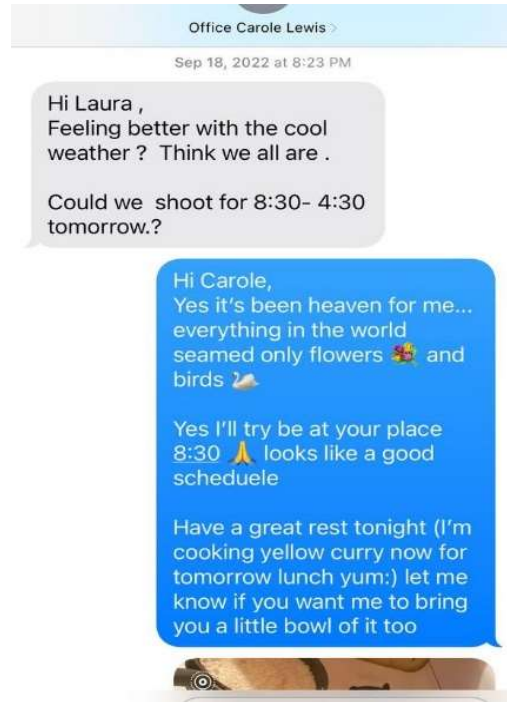
"Lewis canceling Plaintiff's Job on Friday Feb 10, 2023 without 24 hours notice and requesting Plaintiff to work on Monday Feb 13, 2023"



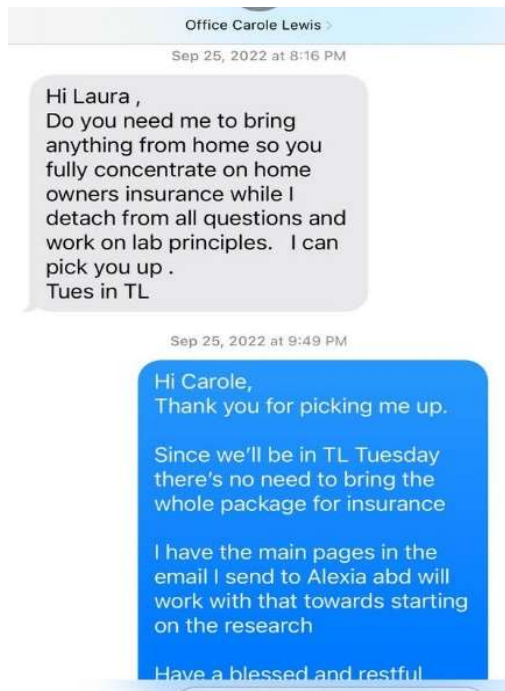
Exhibit # 15

Messages "Lewis - Plaintiff" by dates: Lewis assigning the schedule and the place of work, requesting to work in the unsafe work environment, asking about the proposal contract.

Aug 5, 2022. Lewis requesting to work in TL Attic Business center Sept 18, 2022. Lewis requesting to work in TL Attic Business center



Sept 25, 2022. Lewis requesting Plaintiff to work in TL Attic Business center



Oct 2, 2022. Lewis assigning schedule

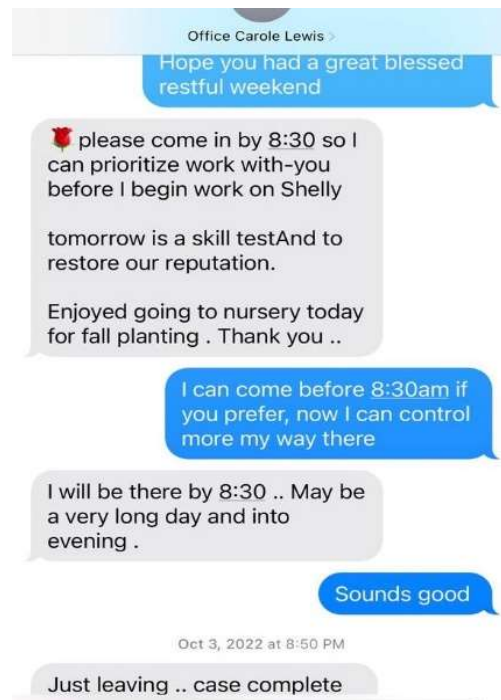
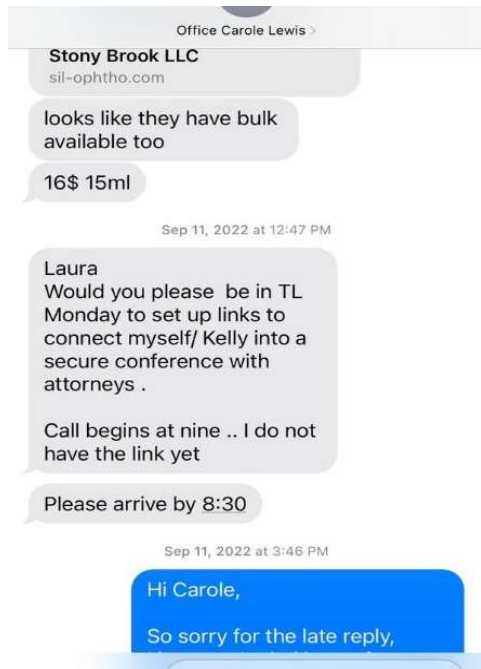


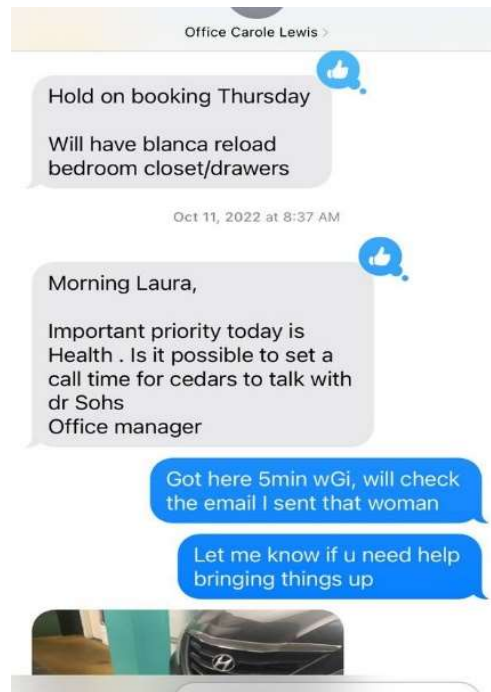
Exhibit # 15

Messages "Lewis - Plaintiff" by dates: Lewis assigning the schedule and the place of work, requesting to work in the unsafe work environment, asking about the proposal contract.

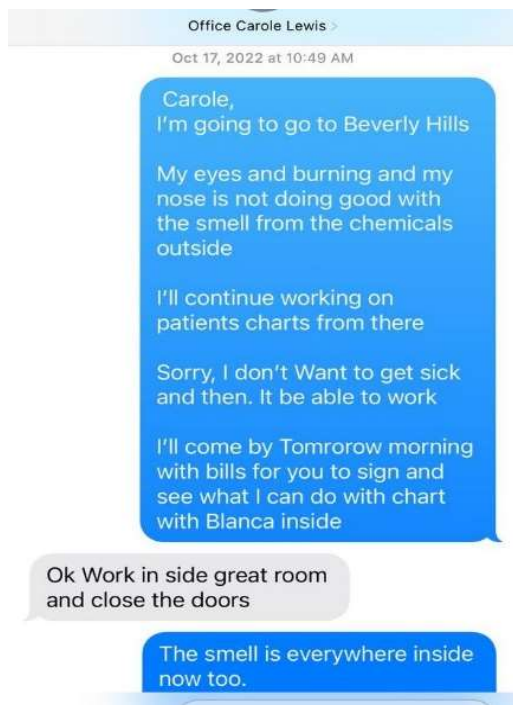
Sept 11, 2022. Lewis requesting to work in TL Attic Business center



Oct 11, 2022. Blanca working as a maid in Lewis's house



Oct 2, 2022. Lewis assigning schedule



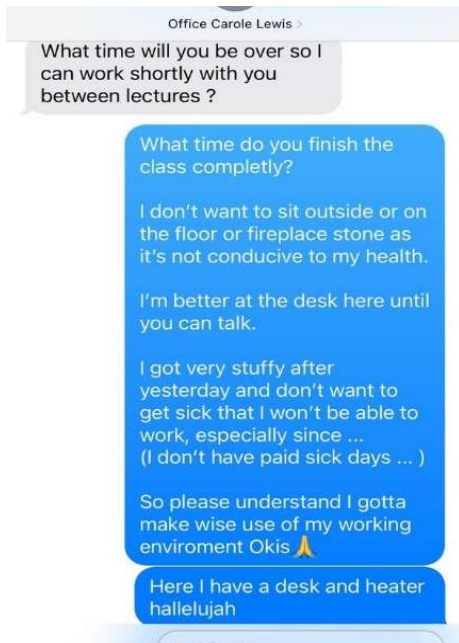
Oct 19, 2022. Lewis requesting to work in TL Attic Business center



Exhibit # 15

Messages "Lewis - Plaintiff" by dates: Lewis assigning the schedule and the place of work, requesting to work in the unsafe work environment, asking about the proposal contract.

Oct 11, 2022. Lewis requesting to work in TL Attic Business center



Oct 17, 2022. Lewis requesting to work in TL Attic Business center



Oct 23 - 24, 2022. Lewis's message - time schedule and job place



Oct 31 - Nov 1, 2022. Lewis's message - time schedule



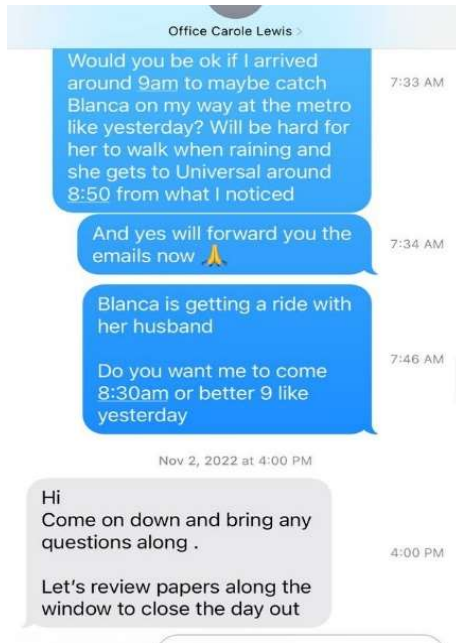
Exhibit # 15

Messages "Lewis - Plaintiff" by dates: Lewis assigning the schedule and the place of work, requesting to work in the unsafe work environment, asking about the proposal contract.

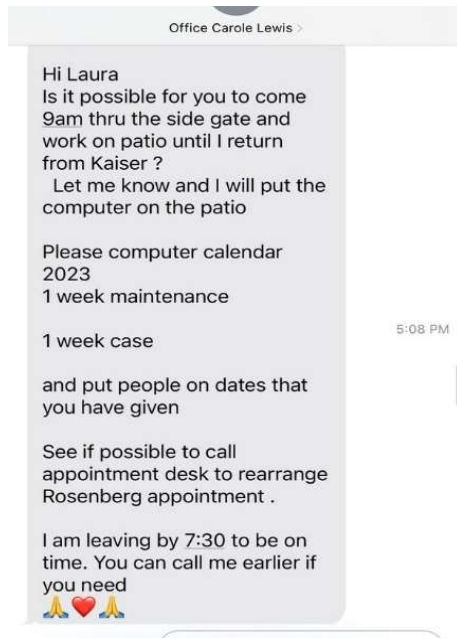
Nov 1 - 2, 2022. Lewis asking Plaintiff about proposed contract and job posting on Indeed



Nov 1 - 2, 2022. Lewis asking Plaintiff about proposed contract and job posting on Indeed



Nov 6, 2022. Lewis requesting Plaintiff to work on the patio



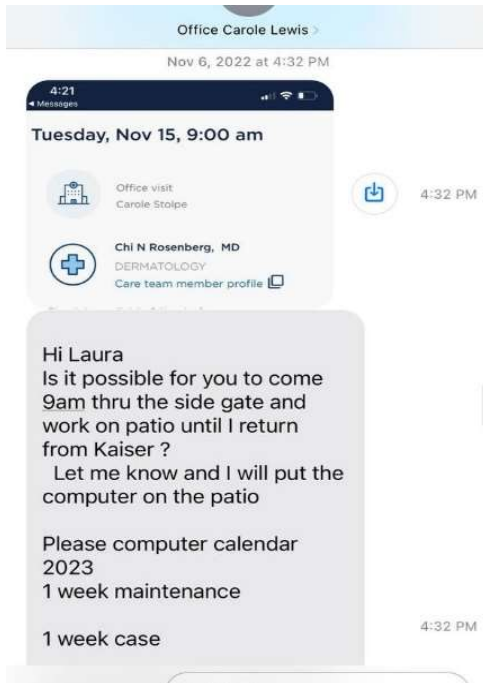
Nov 6, 2022. Lewis requesting Plaintiff to work on the patio



Exhibit # 15

Messages "Lewis - Plaintiff" by dates: Lewis assigning the schedule and the place of work, requesting to work in the unsafe work environment, asking about the proposal contract.

Nov 6, 2022. Lewis requesting Plaintiff to work on the patio



Nov 7 - 8, 2022. Lewis requesting Plaintiff to bring proposed contracts and assigning to work at TL Attic BC



Exhibit #16
Messages "Plaintiff - Ocampo"

Work for Lewis's personal interest and home

Office Blanca

Hola Anca,
Saves a que hora lleva Dora a
Casa de Carol jueves 9/7/11

Ice box Repairs can't set exact
time and 10-2pm is not
available for Thursday 8/11

They can only set up -time
frames only
- between 8-12
- or 1-5pm

What time does Dora get to
the house to cover the silver?

I'll text Blanca too in case
you're not available

Hi. Laura it's better to make
the app from 1-5pm that way
she can cover the silver and
clean the kitchen.

Lewis assigning duties for personal interest

Office Blanca

Oct 18, 2022 at 10:32 AM

Te llame Pero va a mensajes

Tengo un mensaje de la
doctors de Carole que tiene
ine pregunta... Pero como ella
Está en tests... Piensas tu que
seria bien que le pregunto a
Sra. Peck, ya que Ella se
encarga Del protectorate
season salud de Carole?

U mejor esperarme hasta Está
tarde para llamar a Carole?

Lewis keeping chats in her home

Office Blanca

Aug 11, 2022 at 3:12 PM

Hola Blanca

Carole quiere reviser el lunes
los Charts mas Yellow boxes
para esos dos pacientes
- Lynch, Ted
- Arellano, Alejandro

Y me pidio de recordarte a ti
de trayerlas desde la Casa

Aug 11, 2022 at 5:11 PM

Giordano, Michael
Christensen, Eileen
Bromsteing Olga
Glider, Donnie
Gardino, Gus

Aug 16, 2022 at 1:16 PM

Happy Monday Blanca,
Can you please send me your

Charts in garage

Office Blanca

Jan 12, 2023 at 2:54 PM

Hola Blanca,

Tienes ya tu telefonillo?

Persona Por molestarte, pero
me dijo Carole de pedirte antes
que te valles

- que le saques del garage los
charts para la semana
promixima de

- Khuntli, Neil
- Mathews, Rick
- De Frenza, John
- Villa, Maria
- Young, Yanabe

También los work boxes de

- polaco, Brian
- Mathews Rick
- De Frenza, John
- Villa Maria
- NGUyenphuc, yenchi
- Grasso, Joe

Messages "Plaintiff - Ocampo"

Ocampo eating 5-10 min before cleaning some drawers.

Ocampo helping with wasp.

Office Blanca

Aug 31, 2022 at 2:47 PM

Gracias Blanca por venir a
Ayudame con ese sustito de
wasp 🐝

Pregunta: Tomas te agua
5 minutos descanso ?

Quiero terminar esto que estoy
haciendo y luego voy a comer
en
5 o 10 min. Gracias

Yo igual... voy hacer ina
llamadita mas y voy a comer

Ya voy a comenzar a comer
antes que venga Caro.
Necesito comenzar a limpiar
unos cajones.

Finalmente
Estoy comiendo mi lunch

Driving with Lewis into work assigned schedule

Office Blanca

Ayer yo puse 8:45-5:45
porque no mire cuando
empezamos a descargar el
coche. Pero creo que tienes
razon, es justo 8:30am

Creo que mejor pongo
8:45am. Porque no recuerdo si
fue cuando veníamos o cuando
llegamos que dijo Caro que
eran las 8:30am.

Eran las 8:30 cuando ella giro
del sunset hacia BH... que no
dura mas de 5 minutos havea
frente Del edificio

Pero estoy de acuerdo que
mejor 8:45-5:45 por si acaso
🙏

Ok 😊

Gracias 🙏🙏🙏

Entrapment to deceive to work in garage

Office Blanca

Nov 1, 2022 at 1:49 PM

Cuando tienes 10' minutes
Puedes monstrarme como
buscas los charts que faltan de
la oficina para el Nov.17
maintenance day?

Gracias

Si

Exhibit #16

Messages "Plaintiff - Ocampo"

Lewis makes Ocampo ask Plaintiff to work in sick day

Office Blanca

Oct 4, 2022 at 11:30 AM

Buenos días. Laura el técnico de AT&T no ha llegado. Dice Caro si por favor le llamas para saber porque no ha llegado. Dijo que está próximo a llegar desde las 9:30am.

Gracias 🙏🙏

Hola Blanca 🍷

Cual es el número de telefono de la Casa allí?

Voy a intentar llamar at&t a ver que pasa

Gracias Laura ya llegó el Señor.

Gracias por decirmelo que me desperté llamar Pero no me dejan sin la informacion del numero

Lewis delaying 7 days to pay Ocampo

Office Blanca

Feb 2, 2023 at 3:07 PM

Hola Blanca,

Te prometió Carole que te va a traer el cheque hoy?

Para saber si printartelo hoy u la semana próxima

Tambien,

Carole now sta Aki preguntarla... pero...

Me Quede sin cheques, y no se cuando Carole quiere que me vaya para allá a TL traerme lo que falta ...

Si tienes 10 minutos puedes sacar tu unos 10-15 cheques de Esthetic Eyes y dejarlos para Carole que las traiga mañana

Plaintiff working sick in BH

Office Blanca

Nov 21, 2022 at 6:35 PM

Hola Blanca,

Le envié un mensaje a Carole pero no me responde todo el día

Sabes algo de ella?

Siento como que me da un resfriado porque tengo el hombro y la espalda enganchada con dolor desde sabado sin poder girar la cabeza y el hombro derecho. Pero esta mañana me empezó picar la garganta también

Asi que, Voy a ir a trabajar a BH esta semana hasta que pueda para no enfermarte a ti u Carole ... por si acaso tengo un resfriado 🤧

Está bien y que ter mejores.

Message about overtime

Office Blanca

Persona, mi marido me pregunto si voy a dormir aqui hoy... y le bromeo Que me kdo 10 minutos more

Looong daaay



Sep 27, 2022 at 10:13 AM

Blanca, cuando tienes 2 minutos 🙏

Me pasas el numero de account que tenemos con FedEx para darselo a los de Los Kontur contact lenses 🍷
Gracias corazon

Llo tengo en la oficina Deja ver si lo tengo aquí 🙏

Exhibit #16
Messages "Plaintiff - Ocampo"
Work in Lewis's Bedroom

Office Blanca

Oct 5, 2022 at 2:04 PM

Ya comiste?

Hola, acabo de ver eso

Si, comi mientras estaba esperando en Una llamada para assecuranza

Me kda un pokito de chocolate Si Te apetece, que yo Voy ya llerissima

Voy a bajar al Morse lo de los medicamentos en media horita en cuanto acabo unos emails aqui

Ya terminé de comer ando moviendo una ropa del cuarto de Caro para el otro dormitorio. Cuando bajes me avisas por favor. 🙏

Yo Sigo Aki con assecuranza

Mixing patients between businesses

Office Blanca

Oct 10, 2022 at 10:39 AM

Sorry. No pude encontrar el archivo de Arnold Lonnie. Lo busque en la A y en la L y en los folders verdes de Botox. 😊. Que tengas un 🙏 y bendecido 🙏🙏🙏🙏

Oct 13, 2022 at 12:55 PM

Hola Blanca,

No paramos de hablar desde las 9:15 cuando Carole Llego ... y apenas leo tu mensaje

Pues no se que decir con Ese paciente... voy a volver a hablarle a Carole Sobre eso mas tarde

Gracias por buscarlo

Está bien. Estoy tratando de acomodar lo más similar en lo

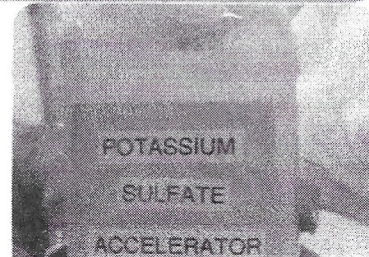
Office Blanca

Está bien yo estoy tratando de mover lo más que pueda hoy.

Oct 10, 2022 at 12:44 PM

Blanca,
Carole no tiene su telefono hoy en la oficina.

Te pregunta donde este potasium



Ocampo working on schedule with time keeping and daily assigned tasks

Office Blanca

Me dijo Carole que si, Porfavor le saques cheques del atico para que se las traigan ella aqui mañana

Y que no va a volver hoy hasta las 7:30 que tiene Enhancements aqui a las 8pm. Por eso te pasará tu cheque el martes cuando estamos aki de nuevo

Feb 6, 2023 at 3:52 PM

Happy Monday Blanca, Carole ya super overwhelmed today and wants me to text you about coming in Tomorrow 8:30am, please

Thank you

Happy Monday. I didn't answer on Thursday because

Exhibit #16

Messages "Plaintiff - Ocampo"

Ocampo working on schedule with timekeeping and daily assigned tasks

Office Blanca

Oct 14, 2022 at 1:45 PM

Ella Está Muy contenta con tu trabajo allí- me lo dijo ya 3 veces hoy. Así que relax + disfruta el weekend

Pero me puedes decir cuanto tengo que hacer el Cheque para ti hasta el 15

También, envíame en inventario de Tus horas porque cada vez que voy con tu Cheque para que Carole lo for a- ... Ella me pide tus horas y ya sin 3 veces que le prometí que Te lo voy a pedir. U hablar tu con Ella si no Sabes Tus horas exactas

Yo le paso mis horas así:

Fri 09/30_ 17:10-19:10 = 2h
Mon 10/03_ 8:40-16:10= 7:30

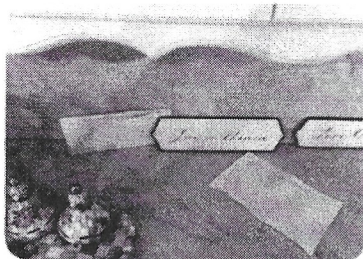
Office Blanca

Sep 29, 2022 at 3:59 PM

Blanca Te bagi el cheque hoy Del 1-15 ya que mañana no vienes

Cuanto es

\$936.00. Del SEP 16-30 o tiene 31



Deje Tu cheque allí ok

Firmado

Oct 4, 2022 at 11:30 AM

Office Blanca

Fri 09/30_ 17:10-19:10 = 2h
Mon 10/03_ 8:40-16:10= 7:30
Wed 10/05_ 8:40-16:40= 8
Thur 10/06_ 8:30-17= 8:30
Fri 10/07_ 10-17= 7
Mon 10/10_ 8:33-16:33= 8

Muchas gracias Laura. Son \$936. Oct 1-15. Los mismos deseos para ti. Le doy mis horas a Caro el martes ahorita no puedo. 🙏🙏🙏❤️🙏🙏

Que tengas un muy ☺️ y bendecido fin de semana también. Descansa, alimentate saludable y no olvides tomarte tus vit. Sinceramente. Mamá Blanca

Office Blanca

Aug 15, 2022 at 1:26 PM

Happy Monday Blanca, Can you please send me your hours from August 1-15th to pass the amount due to Carole

Gracias 🙏

Hi Laura 24hrs total Tu 8 +W8 +Th8. Have a nice 🙏🙏

Aug 15, 2022 at 5:42 PM

Hola Laura. Estaba muy ocupada cuando me llamo. Me equivoqué en las horas. Son 48 hrs. Los días son: Agosto 2-3-4-9-10-11 El cheque es de: \$936.00. 🙏. Muchas gracias. 🙏🙏🙏

Aug 15, 2022 at 5:39 PM

no pasa nada, mañana lo escribo- hoy no llegue a printarlos

Exhibit #16

Messages "Plaintiff - Ocampo"

Ocampo working on schedule with timekeeping and daily assigned tasks

Office Blanca

Blanca,

Can you give me the full name to make a check for Angel dealing with the car now

Angel Diaz

Sep 1, 2022 at 9:43 AM

Cuando puedas hoy, me envia stud horas para hacer los checks

Sep 1, 2022 at 11:23 AM

Turned Tus horitas 🙏

Si ahorita que salgamos a comer te las doy. Gracias.

Ok 🙏

De August 16-31 Son 48 horas. El cheque es de 936.00

Office Blanca

Hola Blanca,

Manana yo voy a trabajar an BH.

Carole me pide de decirte que le busques tu Ese chart cuando llegas a Toluca

Y Porfavor llegar alli no mas tarde de las 8:30am porque ella se tiene que ir y quiere hablar con Tigo antes

Kim gracias y Que pases in buenissima tarde de Lunes 🙏🙏🙏

No sé si pueda llegar antes de las 8:30am.

La Puedes llamar tu - que ya se fue de la officina- y así talvez Ella Te puede hablar de

Office Blanca

Sep 14, 2022 at 9:59 AM

Tienes Alli abajo printado el schedule de manana ? 🙏

Sep 15, 2022 at 3:22 PM

Hola Blanca,
Me dices por favor cuanto tengo que hacerte el Cheque

September 1-15 y si piensas que mejor Te lo envio a casa con Carole hoy y dartelo martes?

Primera necesito la \$ cantidad para decirle a Carol lo que hay que cubrir

Son \$ 936. Por el periodo de SEP 1-15 Mejor me lo da usted el Martes. Porque ella aveces se le olvida dónde lo guarda. Gracias. 🙏🙏🙏

Office Blanca

Oct 28, 2022 at 12:03 PM

Hola Blanca,

Pot cuarto té hago el cheque para partes?

Happy Friday 🙏

Hola. Si Feliz Viernes. \$936. De Oct 16-31. Mis horarios que me pediste se los di a Caro la quincena pasada. Que tengas un muy 🙏 y bendecido 🙏🙏🙏

Nov 1, 2022 at 10:40 AM

SoCalGas han dejado algun TAG attached to the house door this month ?

Nov 1, 2022 at 1:49 PM

Exhibit #16

Messages "Plaintiff - Ocampo"

Ocampo working on schedule with timekeeping and daily assigned tasks

Office Blanca

Jan 23, 2023 at 8:17 PM

Hola Laura. Disculpa que te moleste. Pero le mandé msg a Caro para saber dónde me va a necesitar mañana. Y no me ha contestado. Tu sabes?

Hola Blanca,

Si se Por seguro que mañana voy a Toluca Lake y que ella va estar allí con Tigo también 🙏

Ok. Muchas gra,vías y buenas

🙏🙏🙏🙏🙏🙏

Buenas noches 🙏

*gracias

Feb 2, 2023 at 3:07 PM

Office Blanca

Nov 14, 2022 at 10:38 AM

Hola Blanca, buen lunes •
Cuando puedas me dices lo que tengo que pagar en el cheque del 1-14, porque Carole quiere que haga los cheques hoy

Por favor haslo por \$936.
Mañana le entrego el schedule y nos arreglamos con las horas. Gracias. Que tengas un muy 😊 y bendecido 🙏.

Nov 17, 2022 at 8:49 AM

Hay un montón de calles ceradas

Si te trae tu marido, dile que vaya por Wilshire para que pueda subir al camden que