

AARON N. COLBY (State Bar No. 247339)
aaron@colbylegal.com
ZOE YUZNA (State Bar No. 268496)
zoe@colbylegal.com
COLBY LAW FIRM, PC
13263 Ventura Boulevard, Suite 203
Studio City, California 91604
Telephone: (818) 253-1599
Fax: (818) 475-1981

Attorneys for Plaintiff
CHIARA TOMASHOFF

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David W. Slayton,
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CHIARA TOMASHOFF, an individual and as a
representative of aggrieved employees pursuant to the
Private Attorneys General Act (PAGA),

Plaintiff,

vs.

SIGHTGLASS COFFEE ROASTERS, LLC, a
corporation; and DOES 1 through 10 inclusive,

Defendant.

Case No. 24ST CV 09982

PLAINTIFF'S COMPLAINT FOR:

1. **WRONGFUL TERMINATION**
2. **DISCRIMINATION IN VIOLATION OF
GOVERNMENT CODE SECTION 12940(a)**
3. **RETALIATION FOR HARASSMENT AND/OR
DISCRIMINATION COMPLAINTS IN
VIOLATION OF GOVERNMENT CODE
SECTION 12940(h)**
4. **FAILURE TO PREVENT IN VIOLATION OF
GOVERNMENT CODE SECTION 12940(k)**
5. **FAILURE TO ENGAGE IN INTERACTIVE
PROCESS IN VIOLATION OF GOVERNMENT
CODE SECTION 12940(n)**
6. **FAILURE TO PROVIDE ACCOMMODATION IN
VIOLATION OF GOVERNMENT CODE
SECTION 12940(m)**
7. **RETALIATION FOR REQUESTING
ACCOMMODATION IN VIOLATION OF
GOVERNMENT CODE SECTION 12940(m)**
8. **RETALIATION FOR REFUSING AND/OR
COMPLAINING ABOUT ILLEGAL CONDUCT IN
VIOLATION OF LABOR CODE SECTION 1102.5**
9. **FAILURE TO PAY MINIMUM WAGE IN
VIOLATION OF LABOR CODE SECTIONS 1194,
1194.2, 1197, 1197.1**
10. **FAILURE TO PAY OVERTIME IN VIOLATION
OF SECTIONS 510, 1194, 1198**
11. **FAILURE TO AUTHORIZE AND PERMIT MEAL
BREAKS IN VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512**
12. **FAILURE TO PERMIT REST BREAKS IN
VIOLATION OF LABOR CODE SECTION 226.7**
13. **FAILURE TO PROVIDE ACCURATE WAGE
STATEMENTS IN VIOLATION OF LABOR
CODE SECTION 226(a)**
14. **FAILURE TO PAY WAGES OWED TIMELY IN
VIOLATION OF LABOR CODE SECTION 203**
15. **FAILURE TO PRODUCE PERSONNEL FILE
(LABOR CODE 1198.5)**
16. **PRIVATE ATTORNEY'S GENERAL ACT
(LABOR CODE SECTION 2698)**

JURY TRIAL DEMANDED

PARTIES | JURISDICTION | VENUE

Plaintiff Chiara Tomashoff (“Plaintiff”) alleges and complains against Defendants Sightglass Coffee Roasters, LLC and Does 1 through 10 (collectively, “Defendant”) as follows

1. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.

2. Defendant Sightglass Coffee Roasters, LLC¹ operates a coffee company at multiple locations in California, including at 7051 Willoughby Avenue, Los Angeles, California 90038 (the “worksite”).

3. Defendant conducts business in the State of California.

4. Under California Code of Civil Procedure section 395(a), venue is proper in this County because Defendant resides in this County and/or Plaintiff’s alleged injuries herein occurred in this County.

5. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this Complaint to show such true names and capacities when they have been determined. Defendant and Doe Defendants are collectively referred to as “Defendant,” “Defendants” or “Defendant Employers.”

6. Plaintiff believes that, at all times relevant herein, each defendant designated, including Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative, manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

7. Defendant, and each of them, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i). Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and

¹ <https://sightglasscoffee.com/> | <https://www.linkedin.com/company/sightglass/>

pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

ALTER EGO | AGENCY | JOINT EMPLOYER

8. There exists such a unity of interest and ownership between Defendant Employers that the individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto, Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

9. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management, centralized control of labor relations, and common ownership or financial control. ... Although courts consider the four factors together, they often deem centralized control of labor relations the most important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities can also be deemed a "joint employer" by having the right to control the employment relationship, as evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer, promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

10. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i), and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff's joint

1 employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers.
2 Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit
3 of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee,
4 either directly or indirectly, and the manner in which Defendant Employers' business was and is
5 conducted.

6 11. Labor Code section 558.1 provides that an employer or "other person acting on behalf of
7 an employer" who violates certain California wage and hour laws "may be held liable as the employer for
8 such violation." Labor Code section 558.1 defines "other person acting on behalf of an employer" as a
9 "natural person who is an owner, director, officer, or managing agent" of the employer. Labor Code
10 section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against "any employer or
11 other person acting on behalf of an employer" who causes overtime pay violations to occur."); *see Atempa*
12 *v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 ("Any employer or other
13 person acting either individually or as an officer, agent, or employee of another person" for failure to pay
14 minimum wages."); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) ("aggrieved employees may
15 ... maintain civil actions to recover such penalties"); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn.
16 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors
17 and shareholders); *see* Government Code section 12925(d) (defining "Person" as one *or more* individuals,
18 partnerships, associations, corporations, limited liability companies, legal representatives, trustees,
19 trustees in bankruptcy, and receivers or other fiduciaries).

20 12. Despite the formation of purported corporate existence, Defendant Employers are, in
21 reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely
22 dominated and controlled by one another, who personally committed the frauds and violated the laws as
23 set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to
24 perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b)
25 Defendant Employers derive actual and significant monetary benefits by and through one another's
26 unlawful conduct, and by using one another as the funding source for their own personal expenditures;
27 (c) Defendant Employers, while really one and the same, were segregated to appear as though separate
28 and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other

wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant Employers are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain of Defendant Employers' affairs, and are, and were, the alter ego of one another. The recognition of the separate existence of each of the Defendant Employers would not promote justice, in that it would permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law. The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly, Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate existence must be disregarded.

ADMINISTRATIVE EXHAUSTION

13. Plaintiff exhausted administrative requirements for Plaintiff's claims.

14. On April 19, 2024, Plaintiff filed a complaint with the California Civil Rights Department (CRD) (formerly known as the Department of Fair Employment and Housing (DFEH)) setting forth the allegations and claims herein. Plaintiff obtained an immediate Right to Sue from the CRD.

15. On February 12, 2024, Plaintiff's counsel gave written notice by online filing with the California Labor & Workforce Development Agency ("LWDA") and by sending via certified mail to Defendants a letter specifying the California Labor Code provisions Defendants violated, including the facts and theories supporting the alleged violations. More than sixty-five (65) days have passed since Plaintiff's counsel submitted the letter to the LWDA and certified-mailed the letter to Defendants, and the LWDA has not provided notice of intent to investigate the alleged violations, nor have Defendants provided notice of intent or any efforts to cure. Accordingly, the statutory period for any investigation or response has concluded and Plaintiff may commence this lawsuit pursuant to Labor Code section 2699, as provided by subsection 2699.3.

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FACTUAL ALLEGATIONS

16. **Plaintiff's Hire & Job Details.** On or about July 3, 2023, Defendant hired Plaintiff Chiara Tomashoff as an employee in the job position of Pastry Cook to work at the worksite.

17. Defendant classified Plaintiff as a "non-exempt" employee paid \$17.25 per hour plus overtime and tips.

18. Plaintiff's job duties included those of the morning pastry cook responsible for baking all pastries in the morning and cake preparation throughout the week.

19. Plaintiff reported to Pastry Chef *Jaimi King*.

20. Plaintiff's work schedule started as part-time. In September 2023, Defendant made Plaintiff a full-time employee, with a work schedule of Thursday through Monday from about 4:00am to 12:15pm, and sometimes later.

21. **Plaintiff Discloses A Disability And Seeks Accommodations.** Starting on October 25, 2023, Plaintiff missed over a week of work due to a disability. Plaintiff texted with Jaimi King to keep her informed. Exhibit 1.

22. Plaintiff presented a doctor's note the next day putting her on restricted duty of avoid lifting anything greater than 10 pounds until November 13, 2023. Exhibit 2. Even though Jaimi King texted that she would accommodate Plaintiff's restrictions, in reality, she did not. Defendant scheduled Plaintiff to open alone, forcing her to lift heavy trays and other tasks contrary to her doctor's note.

23. Plaintiff provided a doctor's note excusing her absences from work. Exhibit 3.

24. **Defendant Starts To Retaliate.** Everything changed once Plaintiff disclosed her disability and medical conditions, missed work, and sought an accommodation as a result. For instance, Jaimi King started to change Plaintiff's schedule without notice. Jaimi King would avoid Plaintiff and when she did communicate with her, would diminish Plaintiff's disability. Jaimi King shared Plaintiff's personal medical details with co-workers, including Pastry Cook *Susanna Davidson*.

25. **Plaintiff Seeks Protected Leave For Her Disability And Medical Condition And Defendant Continues to Retaliate.** On November 3, 2023, Plaintiff was forced to the Emergency Room because of severe symptoms. Exhibit 1. Plaintiff's health continued to deteriorate and a "heart injury" was discovered, forcing additional missed time from work for medical tests.

26. On November 18, 2023, Plaintiff's symptoms flared up again and she was forced to miss work. Exhibit 1.

27. On November 22, 2023, Plaintiff informed Jaimi King about CT scan results showing small hernias and growths in her lungs. Jaimi King sought further medical details from Plaintiff but would then belittle Plaintiff and minimize Plaintiff's condition by sometimes comparing it to her own. Exhibit 1.

28. On November 23, 2023, Defendant issued a notice of discipline to Plaintiff for failure to call out before hours of beginning her shift on November 18, 2023. Plaintiff complained that the call-out was related to a medical issue but it did not matter.

29. **Plaintiff Blows The Whistle On Discrimination And Retaliation.** On November 27, 2023, Plaintiff filed an internal complaint against Jaimi King for discrimination and retaliation. Plaintiff emailed HR Representative *Elizabeth Boatman*. Exhibit 5. In response to Plaintiff's email, a meeting was set for November 30, 2023.

30. On November 30, 2023, Plaintiff met with Elizabeth Boatman. However, instead of discussion Plaintiff's allegations of disability discrimination and retaliation for seeking accommodations, Elizabeth Boatman urged Plaintiff to quit. Plaintiff tried to discuss the discrimination and retaliation by Jaimi King, but Elizabeth Boatman refused to discuss Jaimi King's behavior and instead kept repeating that she wanted Plaintiff felt "comfortable" at her job with Defendant. Plaintiff said she did not feel comfortable with Jaimi King and Defendant's policy about no medical exceptions to its call out policy. Plaintiff said that her co-workers accommodated her but Jaimi King did not. In response, Elizabeth Boatman said that Plaintiff "needed to decide if this was the right place" to work.

31. On December 1, 2023, Plaintiff texted Jaimi King that she passed out and had to seek medical attention. Plaintiff provided a doctor's note for Elizabeth Boatman, as requested. Plaintiff texted Jaimi King that she was waiting "for some test results before seeing what accommodations might benefit me." Exhibit 6. Defendant did not engage in an interactive process as required by law – instead, Defendant's next move was to fire Plaintiff.

32. **Wrongful Termination (Discrimination & Retaliation).** On December 4, 2023, at the end of her shift, Plaintiff was called into a meeting with Jaimi King and Elizabeth Boatman, where they informed her that she was fired. Plaintiff started to cry and asked why she was being fired. Elizabeth

1 Boatman responded that Plaintiff's "poor health" had caused her to violate Defendant's call out procedure.
2 Plaintiff protested that she had a doctor's note and had passed out, but the response was that if Plaintiff's
3 "health is so poor you can't follow our call out procedure then we have to take action." This is a
4 transparent pretext for a wrongful termination.

5 33. After Plaintiff's termination, Plaintiff learned from a former co-worker that Jaimi King told
6 Plaintiff's former co-workers that Plaintiff was "let go because of her health."

7 34. A substantial motivating reason for Defendant's decision to terminate Plaintiff's
8 employment was Plaintiff's protected classes (disability and medical condition) and/or protected conduct
9 (seeking a reasonable accommodation and complaining about violations of the Fair Employment and
10 Housing Act), as alleged herein. A contributing factor in Defendant's decision to terminate Plaintiff's
11 employment was Plaintiff's protected conduct, as alleged herein.

12 35. Other similarly situated employees who are not in the same protected classes as Plaintiff
13 and/or who did not engage in the same or similar protected conduct as Plaintiff did, in fact, engage in
14 actions similar to Plaintiff and were not terminated for such actions.

15 36. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely,
16 uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other
17 things according to proof: Plaintiff did not get meal breaks at all; Plaintiff was forced to work throughout
18 Plaintiff's meal breaks; Plaintiff was "on-call" during meal breaks; Defendant automatically deducted
19 unpaid meal break time from Plaintiff's time worked even though Plaintiff performed work during such
20 time; Defendant rounded Plaintiff's clock in and out times for the start and end of meal breaks; Plaintiff's
21 meal breaks were not timely; Plaintiff's meal breaks were interrupted; and/or Plaintiff's meal breaks were
22 less than the full 30 minutes.

23 37. **Rest Break Violations.** Defendant failed to authorize and permit Plaintiff to take a 10-
24 minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof.
25 For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was
26 forced to work throughout Plaintiff's rest breaks; Plaintiff was "on-call" during rest breaks; Plaintiff's rest
27 breaks were not timely; Plaintiff's rest breaks were interrupted; Plaintiff's rest breaks were less than the
28 full 10 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during rest

breaks.

38. **Overtime Work.** As a result of work during unpaid meal breaks, Defendant failed to pay Plaintiff for work in excess of eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two (2) times the regular rate of pay.

39. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

40. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: minimum wages; overtime wages; meal and rest period premium wages; and/or all wages owed for the final day of work.

FIRST CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

41. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

42. The elements of a claim for wrongful termination in violation of public policy are (1) an employer-employee relationship, (2) the employer terminated the plaintiff's employment, (3) the termination was substantially motivated by a violation of public policy, and (4) the discharge caused the plaintiff harm. *See Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167; *see Yau v. Allen* (2014) 229 Cal.App.4th 144, 154.

43. Plaintiff is informed and believes that any one of the alleged violations of California statutes and public policy listed herein was a substantial motivating reason for Plaintiff's termination of employment.

44. The actions of Defendant as alleged herein constitute multiple and independent violations (or Plaintiff reasonably believed in good faith the actions constituted multiple and independent violations) of California statutes and public policy, including:

- California Government Code § 12940(a) (discrimination)

- California Government Code § 12940(h) (FEHA retaliation)
- California Government Code § 12940(k) (failure to prevent)
- California Government Code § 12940(n) (interactive process)
- California Labor Code § 246.5(c) (sick leave retaliation)
- California Labor Code § 1102.5 (illegal conduct retaliation)

45. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was harmed, and the termination of employment was a substantial factor in causing Plaintiff's harm.

46. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

47. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the acts of Defendant, Plaintiff suffered harm to Plaintiff's reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

48. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Jaimi King and/or Elizabeth Boatman, and said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

SECOND CAUSE OF ACTION

DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(a)

49. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

50. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

51. California Government Code section 12940(a) makes it unlawful for "an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability,

1 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
2 age, sexual orientation, or veteran or military status of any person, to refuse to hire or employ the person
3 or to refuse to select the person for a training program leading to employment, or to bar or to discharge
4 the person from employment or from a training program leading to employment, or to discriminate against
5 the person in compensation or in terms, conditions, or privileges of employment.”

6 52. Plaintiff’s disability and/or medical condition was a substantial motivating factor for
7 Defendant’s decision to terminate Plaintiff’s employment as alleged herein.

8 53. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and
9 will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other
10 actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the
11 jurisdictional minimum of this Court.

12 54. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is
13 mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated.
14 As a result of the aforesaid acts of Defendant, Plaintiff suffered harm to Plaintiff’s reputation and claims
15 general damages for such mental and physical distress and aggravation in a sum in excess of the
16 jurisdictional minimum of this Court.

17 55. The actions alleged herein were taken by managing agents and/or officers of Defendant
18 and/or ratified by managing agents and/or officers of Defendant, including but not limited to Jaimi King
19 and/or Elizabeth Boatman, and said managing agents and/or officers of Defendant acted with oppression,
20 fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is
21 entitled to an award of punitive damages.

22 56. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire
23 attorneys to prosecute the claims herein, and has incurred and is expected to continue to incur attorneys’
24 fees and costs in connection therewith. Plaintiff is entitled to recover attorneys’ fees and costs under
25 California Government Code section 12965(b).

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1 **THIRD CAUSE OF ACTION**

2 **RETALIATION FOR HARASSMENT AND/OR DISCRIMINATION COMPLAINTS IN**
3 **VIOLATION OF GOVERNMENT CODE SECTION 12940(h)**

4 57. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

5 58. At all times mentioned herein, California Government Code section 12940 *et seq.* was in
6 full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

7 59. California Government Code section 12940(h) makes it unlawful for an “employer ... to
8 discharge, expel, or otherwise discriminate against any person because the person has opposed any
9 practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any
10 proceeding under this part.”

11 60. During Plaintiff’s employment with Defendant, Plaintiff engaged in protected activities
12 and conduct as alleged herein.

13 61. Defendant took adverse actions against Plaintiff alleged herein, at least in substantial part,
14 in retaliation for Plaintiff’s protected activities set forth herein.

15 62. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and
16 will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other
17 actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the
18 jurisdictional minimum of this Court.

19 63. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is
20 mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated.
21 As a result of the acts of Defendant, Plaintiff suffered harm to Plaintiff’s reputation and claims general
22 damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional
23 minimum of this Court.

24 64. The actions alleged herein were taken by managing agents and/or officers of Defendant
25 and/or ratified by managing agents and/or officers of Defendant, including but not limited to Jaimi King
26 and/or Elizabeth Boatman, and said managing agents and/or officers of Defendant acted with oppression,
27 fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is
28 entitled to an award of punitive damages.

65. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys to prosecute the claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code section 12965(b).

FOURTH CAUSE OF ACTION

**FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF
GOVERNMENT CODE SECTION 12940(k)**

66. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

67. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

68. California Government Code section 12940(k) makes it illegal "For an employer...to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring."

69. Defendant failed to take all reasonable steps necessary to prevent the discrimination that Plaintiff suffered, as alleged herein, and other conduct according to proof.

70. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff has lost, and will continue to lose, substantial earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this Court.

71. As a direct and proximate result of the aforesaid acts of Defendant, Plaintiff was and is mentally upset, severely distressed (physically and mentally), embarrassed, humiliated and aggravated. As a result of the aforesaid acts of Defendant, Plaintiff suffered harm to Plaintiff's reputation and claims general damages for such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

72. The actions alleged herein were taken by managing agents and/or officers of Defendant and/or ratified by managing agents and/or officers of Defendant, including but not limited to Jaimi King and/or Elizabeth Boatman, and said managing agents and/or officers of Defendant acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

73. As a proximate result of the wrongful acts of Defendant, Plaintiff has been forced to hire attorneys to prosecute the claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code section 12965(b).

FIFTH CAUSE OF ACTION

**FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF
GOVERNMENT CODE SECTION 12940(n)**

74. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

75. At all times mentioned herein, California Government Code section 12940 *et seq.* was in full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

76. California Government Code section 12940(n) makes it illegal for an "employer or other entity to fail to engage in a timely, good faith, interactive process with the employee ... to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee ...with a known physical or mental disability or known medical condition." *See also* Cal. Code of Regs., tit. 2, section 11069.

77. At all times relevant herein, Defendant was aware of Plaintiff's disability and how it affected Plaintiff's major life activity of working.

78. Plaintiff was willing to participate in an interactive process to determine whether reasonable accommodations; however, Defendant failed to participate in a timely good-faith interactive process with Plaintiff to determine whether reasonable accommodations could be made, as alleged herein.

79. As a direct and proximate result of this illegal behavior by Defendant, Plaintiff has suffered the loss of Plaintiff's job, loss of compensation, loss of job benefits, humiliation, mental anguish, and severe emotional and physical distress, in an amount to be proven at trial.

80. In so doing, said managing agents and/or officers of Defendant, including Jaimi King and/or Elizabeth Boatman, acted with oppression, fraud and malice, as those terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

81. Government Code section 12965(b) permits the award of reasonable attorneys' fees to a plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur attorneys' fees

1 in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys' fees.

2 **SIXTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF**
4 **GOVERNMENT CODE SECTION 12940(m)**

5 82. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

6 83. At all times mentioned herein, California Government Code section 12940 *et seq.* was in
7 full force and effect and was binding on Defendant, as it regularly employs five (5) or more persons.

8 84. California Government Code section 12940(m)(1) makes it illegal for an "employer ... to
9 fail to make reasonable accommodation for the known physical or mental disability of an ... employee."
10 *See also* Cal. Code of Regs., tit. 2, section 11068.

11 85. At all times relevant herein, Defendant was aware of Plaintiff's disability and how it
12 affected Plaintiff's major life activity of working.

13 86. Plaintiff would have been able to perform Plaintiff's essential job duties with reasonable
14 accommodations. However, Defendant failed to provide Plaintiff with reasonable accommodations, as
15 alleged herein.

16 87. As a direct and proximate result of this illegal behavior by Defendant, Plaintiff has suffered
17 the loss of Plaintiff's job, loss of compensation, loss of job benefits, humiliation, mental anguish, and
18 severe emotional and physical distress, in an amount to be proven at trial.

19 88. In so doing, said managing agents and/or officers of Defendant, including Jaimi King
20 and/or Elizabeth Boatman, acted with oppression, fraud and malice, as those terms are used in California
21 Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive damages.

22 89. Government Code section 12965(b) permits the award of reasonable attorneys' fees to a
23 plaintiff that successfully pursues a FEHA claim. Plaintiff has and will continue to incur attorneys' fees
24 in the pursuit of this action. As such, Plaintiff is entitled to an award of reasonable attorneys' fees.

25 **SEVENTH CAUSE OF ACTION**

26 **RETALIATION FOR REQUESTING REASONABLE ACCOMMODATIONS IN VIOLATION**
27 **OF GOVERNMENT CODE SECTION 12940(m)**

28 90. Plaintiff incorporates by reference all preceding and subsequent paragraphs

1 behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an
2 employee from disclosing information to a government or law enforcement agency, to a person with
3 authority over the employee, or to another employee who has authority to investigate, discover, or correct
4 the violation or noncompliance, or from providing information to, or testifying before, any public body
5 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the
6 information discloses a violation of state or federal statute, or a violation of or noncompliance with a local,
7 state, or federal rule or regulation, regardless of whether disclosing the information is part of the
8 employee's job duties."

9 101. California Labor Code section 1102.5(b) states that an "employer, or any person acting on
10 behalf of the employer, shall not retaliate against an employee for disclosing information, to a government
11 or law enforcement agency, or because the employer believes that the employee disclosed or may disclose
12 information . . . to a person with authority over the employee or another employee who has the authority
13 to investigate, discover, or correct the violation or noncompliance . . . if the employee has reasonable
14 cause to believe that the information discloses a violation of state or federal statute, or a violation of or
15 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the
16 information is part of the employee's job duties."

17 102. California Labor Code section 1102.5(c) states that an "employer, or any person acting on
18 behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that
19 would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state,
20 or federal rule or regulation."

21 103. California Labor Code section 1102.5(d) states that an "employer, or any person acting on
22 behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under
23 subdivision (a), (b), or (c) in any former employment."

24 104. California Labor Code section 1102.6 states that "[i]n a civil action or administrative
25 proceeding brought pursuant to Section 1102.5, once it has been demonstrated by a preponderance of the
26 evidence that an activity proscribed by Section 1102.5 was a contributing factor in the alleged prohibited
27 action against the employee, the employer shall have the burden of proof to demonstrate by clear and
28 convincing evidence that the alleged action would have occurred for legitimate, independent reasons even

1 if the employee had not engaged in activities protected by Section 1102.5.”

2 105. California Labor Code section 1102.8(a) states that “[a]n employer shall prominently
3 display in lettering larger than size 14 point type a list of employees’ rights and responsibilities under the
4 whistleblower laws, including the telephone number of the whistleblower hotline described in Section
5 1102.7.”

6 106. Plaintiff is informed and believes that Plaintiff’s protected conduct as alleged herein was a
7 contributing factor in Defendant’s decision to terminate Plaintiff’s employment, and Plaintiff alleges that
8 Defendant’s conduct was a contributing factor in causing Plaintiff’s harm as alleged herein.

9 107. Plaintiff reasonably believed and continues to believe that each of Plaintiff’s complaints
10 related to illegal actions taken by Defendant.

11 108. As a proximate result of the aforesaid acts, Plaintiff has lost, and will continue to lose,
12 substantial earnings, promotional opportunities, fringe benefits and has suffered and/or will suffer other
13 actual, consequential and incidental financial losses, in an amount to be proven at trial.

14 109. As a proximate result of the aforesaid acts, Plaintiff has become mentally upset, distressed,
15 embarrassed, humiliated, and aggravated in a sum to be proven at the time of trial.

16 110. California Labor Code section 1102.5(f) states that in “addition to other penalties, an
17 employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten
18 thousand dollars (\$10,000) for each violation of this section.”

19 111. California Labor Code section 1102.5(j) states that the “court is authorized to award
20 reasonable attorney’s fees to a plaintiff who brings a successful action for a violation of these provisions.”
21 Plaintiff will continue to incur attorneys’ fees in the pursuit of this action. As such, Plaintiff is entitled to
22 an award of reasonable attorneys’ fees.

23 112. California Labor Code section 1103 states that “[a]n employer or any other person or entity
24 that violates this chapter is guilty of a misdemeanor punishable, in the case of an individual, by
25 imprisonment in the county jail not to exceed one year or a fine not to exceed one thousand dollars (\$1,000)
26 or both that fine and imprisonment, or, in the case of a corporation, by a fine not to exceed five thousand
27 dollars (\$5,000).”

28 113. California Labor Code section 1105 states that “Nothing in this chapter shall prevent the

1 injured employee from recovering damages from his employer for injury suffered through a violation of
2 this chapter.”

3 114. The actions alleged herein were taken by managing agents and/or officers of Defendant,
4 including but not limited to Jaimi King and/or Elizabeth Boatman and/or ratified by managing agents
5 and/or officers of Defendant. In so doing, Defendant acted with oppression, fraud and malice, as those
6 terms are used in California Civil Code section 3294. As such, Plaintiff is entitled to an award of punitive
7 damages.

8 **NINTH CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF LABOR CODE**

10 **SECTIONS 204, 1194, AND 1197 AND WAGE ORDER**

11 115. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

12 116. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
13 Welfare Commission’s Wage Orders and California Labor Code.

14 117. California Labor Code section 204(a) states that wages “earned by any person in any
15 employment are due and payable twice during each calendar month, on days designated in advance by the
16 employer as the regular paydays.”

17 118. California Labor Code section 1194(a) states (in relevant part): “Notwithstanding any
18 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the
19 legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
20 balance of the full amount of this minimum wage or overtime compensation, including interest thereon,
21 reasonable attorney’s fees, and costs of suit.”

22 119. California Labor Code section 1197 states (in relevant part): “The minimum wage for
23 employees fixed by the commission or by any applicable state or local law, is the minimum wage to be
24 paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

25 120. The applicable California Industrial Wage Order states: “Every employer shall pay to each
26 employee, on the established payday for the period involved, not less than the applicable minimum wage
27 for all hours worked in the payroll period, whether the remuneration is measured by time, piece,
28 commission, or otherwise.”

121. Defendant violated the foregoing statutes and regulations as alleged herein.

122. Pursuant to California Labor Code sections 218.5, 1194, 1194.2, 1197.1, 1197.2, Plaintiff is entitled to recover the full amount of Plaintiff's unpaid wages, liquidated damages, waiting time penalties, reasonable attorneys' fees, and costs of suit. Plaintiff is entitled to recover interest on all due and unpaid wages and waiting time penalties under Labor Code section 218.6 and/or Civil Code section 3287(a).

TENTH CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE

SECTIONS 510, 1194, 1198, AND 1199 AND WAGE ORDER

123. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

124. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

125. The applicable Industrial Welfare Commission Wage Order provides that: "(A) Daily Overtime – General Provisions. (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked In excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

1 126. California Labor Code section 510 provides that: (a) Eight hours of labor constitutes a
2 day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any
3 one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be
4 compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.
5 Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
6 regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of
7 a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

8 127. California Labor Code section 1194 provides in relevant part: (a) Notwithstanding any
9 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the
10 legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
11 balance of the full amount of this minimum wage or overtime compensation, including interest thereon,
12 reasonable attorney's, and costs of suit.

13 128. California Labor Code section 218.5 provides in relevant part: In any action brought for
14 the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court
15 shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests
16 attorney's fees and costs upon the initiation of the action.

17 129. At all relevant times, throughout Plaintiff's employment, Plaintiff regularly and with
18 Defendant's knowledge worked more than eight (8) hours in working day.

19 130. Defendant did not pay 1 ½ times the legal minimum hourly wage rate for all the hours
20 worked over eight (8) hours in a work day and/or 40 hours in a work week, and Defendant did not pay
21 two times the legal minimum hourly rate for all the hours worked over twelve (12) hours in a work day as
22 alleged herein.

23 131. During the relevant time period, Defendant intentionally and willfully failed to pay for all
24 hours Defendant suffered and/or permitted Plaintiff to work, including for overtime hours.

25 132. Plaintiff alleges that wages are due to Plaintiff for all hours worked during which Plaintiff
26 was not paid proper overtime wages pursuant California Labor Code sections 510 and 1194 and all
27 applicable laws, rules, orders, requirements and regulations.

28 133. Plaintiff demands all applicable reimbursements, interest and penalties for lost overtime

1 wages.

2 134. Plaintiff further demands reasonable attorneys' fees and costs of suit pursuant to California
3 Labor Code sections 218.5 and 1194, and any other applicable statute or regulation.

4 **ELEVENTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF**
6 **LABOR CODE SECTIONS 226.7 AND 512 AND WAGE ORDER**

7 135. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

8 136. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
9 Welfare Commission's Wage Orders and California Labor Code.

10 137. California Labor Code section 512(a) states (in relevant part): "An employer may not
11 employ an employee for a work period of more than five hours per day without providing the employee
12 with a meal period of not less than 30 minutes, except that if the total work period per day of the employee
13 is no more than six hours, the meal period may be waived by mutual consent of both the employer and
14 employee."

15 138. The applicable Industrial Welfare Commission Wage Order provides that: No employer
16 shall employ any person for a work period of more than five (5) hours without a meal period of not less
17 than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's
18 work the meal period may be waived by mutual consent of the employer and the employee.

19 139. California Labor Code section 226.7(b) provides: If an employer fails to provide an
20 employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare
21 Commission, the employer shall pay the employee one additional hour of pay at the employee's regular
22 rate of compensation for each work day that the meal or rest period is not provided.

23 140. During the relevant time period, Defendant worked Plaintiff more than five hours per day
24 without an off-duty, timely, and/or uninterrupted 30-minute meal period as required by California Labor
25 Code section 512 and the applicable Industrial Welfare Commission Wage Order. During the relevant
26 time period, Plaintiff worked more than six (6) hours in a workday and did not waive the right to a meal
27 period by mutual consent. Defendant's policy and practice was not to compensate Plaintiff with the full
28 amount of pay due and owing as required by California Labor Code section 226.7, and the applicable

1 Industrial Welfare Commission order (i.e., one hour of pay per day per lunch period at the employee's
2 regular rate of compensation).

3 141. Plaintiff demands all applicable reimbursements, interest, and penalties for Plaintiff's lost
4 wages.

5 142. Plaintiff demands reasonable attorneys' fees and costs of suit pursuant to California Labor
6 Code sections 218.5 and 1194, and any other applicable statute or regulation.

7 **TWELFTH CAUSE OF ACTION**

8 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS IN VIOLATION OF**
9 **LABOR CODE SECTION 226.7 AND WAGE ORDER 4-2001**

10 143. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

11 144. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
12 Welfare Commission's Wage Orders and California Labor Code.

13 145. California Labor Code section 226.7 provides that no employer shall require an employee
14 to work during any rest period mandated by an applicable order of the California Industrial Welfare
15 Commission.

16 146. The applicable Industrial Welfare Commission Wage Order provides that "[e]very
17 employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall
18 be in the middle of each work period" and that the "rest period time shall be based on the total hours
19 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless
20 the total daily work time is less than three and one-half (3 ½) hours."

21 147. Defendant's conduct violates applicable Wage Orders and California Labor Code section
22 226.7. During the relevant time period, Defendant required Plaintiff to work four (4) or more hours
23 without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.
24 During the relevant time period, Defendant willfully required Plaintiff to work during rest periods and
25 failed to pay Plaintiff the full rest period premium for work performed during rest periods. During the
26 relevant time period, Defendant failed to pay Plaintiff the full rest period premium due pursuant to
27 California Labor Code section 226.7.

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148. Pursuant to the applicable Industrial Welfare Commission Wage Order and California Labor Code section 226.7(b), Plaintiff is entitled to recover from Defendant one additional hour of pay at the employee's regularly hourly rate of compensation for each work day that the rest period was not provided.

THIRTEENTH CAUSE OF ACTION

**FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS IN VIOLATION OF
LABOR CODE SECTION 226(a)**

149. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

150. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

151. California Labor Code section 226(a) provides that every employer shall furnish each of their employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and their or their social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

152. California Labor Code section 226 requires employers to list on an itemized wage statement “all amounts earned and now owing, not just those amounts actually paid.” *Naranjo v. Spectrum Security Services, Inc.*, 2022 WL 1613499, at *13 (Cal., May 23, 2022).

153. California Labor Code section 226(e)(1) provides that “[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.”

154. California Labor Code section 226.3 provides that “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

156. Plaintiff is entitled to recover from Defendant the greater of Plaintiff's actual damages caused by Defendant's failure to comply with California Labor Code section 226(a), or pursuant to California Labor Code section 226(e), an aggregate penalty not exceeding four thousand dollars per employee, and an award of costs and reasonable attorney's fees.

157. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

159. California Labor Code sections 201 and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. For these purposes, wages include meal and rest break period premiums.

1 from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall
2 not continue for more than thirty (30) days.

3 161. As alleged herein, Defendant intentionally and willfully failed to pay Plaintiff all wages,
4 earned and unpaid, immediately upon discharge. Defendant's failure in this regard violates California
5 Labor Code sections 201 and 203.

6 162. On information and belief, Plaintiff alleges that Defendant's failure to pay Plaintiff all
7 wages earned upon Plaintiff's discharge in accordance with Labor Code section 201 was willful. At all
8 times relevant, Defendant had the ability to pay all earned and unpaid wages in accordance with Labor
9 Code section 201 but intentionally chose not to comply.

10 163. Pursuant to Labor Code sections 203 and 218.5, Plaintiff is entitled to recover the full
11 amount of Plaintiff's unpaid wages, waiting time penalties, reasonable attorneys' fees, and costs of suit.
12 Plaintiff is entitled to recover interest on all due and unpaid wages and waiting time penalties under Labor
13 Code section 218.6 and/or Civil Code section 3287(a).

14 **FIFTEENTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE PERSONNEL FILE IN VIOLATION OF** 16 **LABOR CODE SECTION 1198.5**

17 1. Plaintiff incorporates by reference all of the preceding and subsequent paragraphs.

18 2. At all relevant times, Plaintiff was subject to the provisions of the California Labor Code.

19 3. California Labor Code § 1198.5(c) requires that an employer shall "maintain a copy of
20 each employee's personnel records for a period of not less than three years after termination of
21 employment." Labor Code § 1198.5(c)(3)(A) requires ("[t]he employer shall do all of the following . .
22 .[w]ith regard to former employees, make a former employee's personnel records available for inspection,
23 and, if requested by the employee or his or her representative, provide a copy thereof . . ."). California
24 Labor Code § 1198.5(b) requires that the employer must provide the personnel record within 30 days of
25 the employee making a written request.

26 4. California Labor Code § 1198.5(k) provides that: "If an employer fails to permit a current
27 or former employee, or his or her representative, to inspect or copy personnel records within the times
28 specified in this section, or times agreed to by mutual agreement as provided in this section, the current

1 or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars
2 (\$750) from the employer.”

3 5. California Labor Code § 1198.5(l) provides that “[a] current or former employee may also
4 bring an action for injunctive relief to obtain compliance with this section, and may recover costs and
5 reasonable attorney’s fees in such an action.”

6 6. Plaintiff alleges that Defendant failed to provide Plaintiff’s personnel file under the time
7 allotted under California law. Plaintiff’s authorized representative requested Plaintiff’s personnel file and
8 the formal written request was received by Defendant no later than August 15, 2021.

9 7. Plaintiff seeks the penalty of \$750, costs of suit, and reasonable attorneys’ fees.

10 **SIXTEENTH CAUSE OF ACTION**

11 **PAGA REPRESENTATIVE ACTION FOR PENALTIES PURSUANT TO**
12 **LABOR CODE SECTION 2698**

13 8. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

14 9. Under the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code
15 sections 2698-2699.5, private parties may recover civil penalties for violations of the Labor Code. These
16 penalties are in addition to any other relief available under the Labor Code. As set forth above, Defendant
17 has committed numerous violations of the Labor Code against Plaintiff, including but not limited to:

18 • Labor Code §§ 201, 201.5, 202, 203. Failure to pay all wages immediately upon
19 termination or within 72 hours after notice of separation.

20 • Labor Code § 204. Failure to pay all earned wages within the time prescribed in Labor
21 Code §§ 204(a) and 204(b).

22 • Labor Code § 206. Failure to pay all undisputedly owed wages.

23 • Labor Code § 210. Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b,
24 204.1, 204.2, 205, 205.5, 227.3, and/or 1197.5.

25 • Labor Code § 212. Failure to include the name and address of established place of business
26 in the state on pay checks to cash or deposit pay checks.

27 • Labor Code § 213. Unauthorized payment of final wages via direct deposit.

28 • Labor Code § 221. Failure to not collect and receive owed wages.

- Labor Code § 226. Failure to provide timely and accurate wage statements.²
- Labor Code § 226.3. Failure to comply with Labor Code § 226(a).
- Labor Code § 226.7. Failure to provide rest periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the rest periods.
- Labor Code §§ 226.7 and 512. Failure to provide meal periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the meal periods.
- Labor Code § 256. Failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- Labor Code §§ 510 and 1194. Failure to pay overtime and double time compensation.
- Labor Code §§ 510, 1194, 1194.2, and 1197. Failure to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
- Labor Code § 558. Violation of a section of the chapter of the Labor Code starting with Labor Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission.
- Labor Code § 558.1. Violation any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226, 226.7, 1193.1, and/or 1194.
- Labor Code § 1174. Failure to maintain compliant employee and payroll records.
- Labor Code § 1197.1. Failure to pay minimum wage.
- Labor Code § 1199. Violation of an order of the Industrial Welfare Commission.
- Labor Code § 1198. Violation of the following sections of orders of the Industrial Welfare Commission for conditions of labor prohibited by such:
 - Wage Order 1-2001 (or other applicable Wage Order), Section 3, requiring an employer to pay overtime and double time compensation.

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² *Bernstein v. Virgin America, Inc.* (9th Cir. 2021) 3 F.4th 1127 (awarding nearly \$4.4 million in statutory Labor Code § 226 penalties and an additional \$5 million in PAGA civil penalties for Labor Code § 226 violations).

1 ○ Wage Order 1-2001 (or other applicable Wage Order), Section 4, requiring an
2 employer to pay minimum wages, including overtime and double time compensation at the
3 minimum wage rate.

4 ○ Wage Order 1-2001 (or other applicable Wage Order), Section 7, requiring an
5 employer to maintain accurate information with respect to each employee; provide employees with
6 thorough and accurate itemized wage statements; and, provide clocks within a reasonable distance
7 from employees' work areas.

8 ○ Wage Order 1-2001 (or other applicable Wage Order), Section 11, requiring an
9 employer to provide its employees with adequate meal periods and an additional hour of pay at the
10 regular rate of compensation in lieu of the rest periods.

11 ○ Wage Order 1-2001 (or other applicable Wage Order), Section 12, requiring an
12 employer to provide its employees with adequate rest periods and an additional hour of pay at the
13 regular rate of compensation in lieu of the rest periods.

14 10. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code section
15 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and
16 former employees of Defendant pursuant to the procedures specified in California Labor Code section
17 2699.3, because Plaintiff is employed by Defendant and the alleged violations of the California Labor
18 Code were committed against Plaintiff.

19 11. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice on February
20 12, 2024, by online filing to the California Labor and Workforce Development Agency (“LWDA”) and
21 by certified mail to Defendant of the specific provisions of the California Labor Code and IWC Wage
22 Orders alleged to have been violated, including the facts and theories to support the alleged violations.
23 More than 65 days have passed since Plaintiff provided written notice to the LWDA. The LWDA has not
24 provided notice that it intends to investigate PLAINTIFF’S claims.

25 12. Pursuant to California Labor Code section 2699.3, Plaintiff served Defendant with the
26 aforementioned LWDA notice via certified mail on February 13, 2024. More than 33 days have passed
27 since that date. Defendant has not provided Plaintiff with notice that it cured any of the violations
28 alleged therein.

13. Per the tolling provision in Labor Code section 2699.3(g), the period of liability under Plaintiff's PAGA claim extends one year and sixty-five days before the filing of this complaint (the "PAGA Liability Period").

14. Accordingly, Plaintiff has complied with all of the requirements set forth in California Labor Code section 2699.3 to commence a representative action under PAGA.

15. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, pursuant to the California Labor Code, including California Labor Code sections 2699(a) and 2699(f), which provides for \$100 for each initial violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant to PAGA, Plaintiff seeks to recover civil penalties, including but not limited to penalties under Labor Code sections 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendant in a representative action for the violations set forth above. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

JURY TRIAL DEMANDED

Plaintiff demands a jury as to all causes of action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- a. For general economic damages according to proof;
- b. For general non-economic damages according to proof;
- c. For special damages according to proof;
- d. For penalties where provided by law;
- e. For punitive damages where allowed by law;
- f. For prejudgment interest pursuant to California Labor Code section 218.6, California Civil Code section 3287 and/or California Civil Code section 3288 and/or any other provision of law providing for prejudgment interest;
- g. For attorneys' fees where allowed by law;
- h. For costs of suit incurred herein; and

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1 i. For such other and further relief as deemed just and proper.
2

3 DATED: April 19, 2024

COLBY LAW FIRM, PC

4 

5 By: _____

6 AARON N. COLBY
7 ZOE YUZNA

8 Attorneys for Plaintiff
9 CHIARA TOMASHOFF
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EXHIBIT 1

To: Jaimi 🤝



Wed, Oct 25 at 10:00 AM

Hi Jaimi! I'm sorry to bother you but I just wanted to let you know that I had to go to urgent care yesterday. I have some heart damage and this past week or so my blood pressure has been pretty low and I've just been having some trouble breathing and a few other symptoms. My doctor gave me some medication but I have been told to take it easy for a week or so. I'm going to see how I'm feeling later today and keep you updated about my shifts for the rest of the week but I just thought I should keep you updated. I'm so sorry about all of this!

Ok, dang. I hope you'll be fine and the meds help. What did he mean by take it easy? Did he give you a note with specific instructions?

He said to just rest a lot and no heavy lifting and to monitor my blood pressure he didn't give me a note with specific instructions but I can ask for one if you'd like?

To: Jaimi 🍷



Wed, Oct 25 at 7:28 PM

Hi Jaimi my blood pressure is still pretty low and I have not gotten a message back to me so I think just to keep it safe I should stay home and rest tomorrow. I'm hoping that he gets back to me early tomorrow and then I can send the note over to you and Elizabeth. I'm so sorry about all of this!

Ok. Just keep us updated before your next shift.

Thu, Oct 26 at 12:25 PM

Hi Jaimi my doctor just called me and then sent over the letter he said I can return to work when I am comfortable. However I must only perform light duties and not lift anything over 10 pounds. I will email the letter to you and Elizabeth right now. I just checked my blood pressure and it still hasn't changed. I am going to check it again tonight and see if it raises and then check in with you about my shift tomorrow.

Ok! No heavy lifting, that'll be difficult. Just make sure to ask someone to lift things for you. Let's just say that you'll be out tomorrow. It doesn't do me any good waiting around, I'll be in bed by 7pm anyways, I would just rather be as prepared as I can with no one on the cake station and it being only me opening both Friday and Saturday, and covering cake. I'll just have to organize and prioritize. Take care of yourself, hope you feel better soon!



Ok thank you so much for your understanding! I really appreciate it and I will keep you updated!

Sat, Oct 28 at 3:42 PM

Hi Jaimi I'm sorry to bother you again but here is today's update! I had to go to urgent care again today but the mystery with my blood pressure has been solved and I have been prescribed new meds that should hopefully help raise it. The good news is the pain in my chest has improved since yesterday and the new meds for that seem to be working. I think I'd like to see if the new blood pressure meds work tomorrow before I come back? But then I'll be back and feeling much better. Once again I'm so sorry about all of this and if you need anything else from me or my doctors please let me know. Also when I do come back if you would like me to cover you for one morning while Suzie is still gone I will be more than happy to do so. I truly appreciate you being so understanding during this time.

Well this is very unfortunate as I was really hoping to not have to work tomorrow because I have plans to go out to Pomona for Geoff's nieces first birthday party. To be honest I am so exhausted, I've been baking at home after work preparing their smash cakes and dozens of cupcakes for the party that I am going to have to miss. I am low key experiencing chest pains too from the stress. But I'll persevere another day.

The first doctor's note was only to refrain from heavy lifting, since you are now missing 3 days of work that was not excused by the doctor I think I will need another doctor's note. I am going to speak with Elizabeth to confirm how we will move forward, but she won't be able to answer until Monday.

To: Jaimi 🍪



Sun, Oct 29 at 3:45 PM

Hi Jaimi I'm sorry to bother you again I've kind of been in and out of sleep since yesterday morning. I have not heard back from my doctor about another note but hopefully I will get one by tomorrow morning? I still feel poorly but I think I can handle coming in tomorrow morning. I truly apologize for all the stress this has put on you and anyone else affected!

I have to come in tomorrow anyways to attempt to complete inventory in time to turn it in. So I'll just come in early. Don't feel too bad. We can't predict illnesses. Just try to take care of yourself. I'm definitely appreciate my health that we take for granted.

Ok thank you so much from the bottom of my heart for your understanding! I owe you big time. I'll see you on Thursday fully rested and ready to bake! 🥰👉

You and Suzie are going to have a lot of baking to do to make up for lost time for sure. I could only do so much.

I completely understand and I will make sure we get everything done 🙌

Wed, Nov 1 at 10:43 AM

Hi Jaimi, I had to go see a GP to get cleared yesterday and they gave me a note. I'm going to send it over in a second. I do also have a physical copy from them. Would you like that as well?

Hello, I think the physical copy would be good. I think our printer is acting a little funky right now. Thanks!

To: Jaimi 🍌



Fri, Nov 3 at 5:18 PM

Hi Jaimi I just texted Suzie but I talked to a triage nurse at my doctors office and they told me to go to the Emergency Room immediately. I am waiting for my mom to get home from work and then we are going to head over there. I'm not sure how long I'll be there or what's up but Suzie said she's ok opening alone if it comes to that. I really hope it doesn't and I will keep you updated

Oh no. That's scary. What's going on?

When is your mom off?

My chest pain was pretty bad when I got home and so I took a nap and when I woke up my heart rate was really high and my left arm and whole chest were kind of burning so I called my doctors office and talked to the nurse and they told me to head to ER and to call 911 if it gets worse



My mom is on her way home and should be here in 20 minutes so I think it'll be ok but I'll keep you updated

Fri, Nov 3 at 9:40 PM

Hi Jaimi I'm still at the ER I don't know if I'm getting admitted or not? But I don't think I'll be able to make it in tomorrow morning. I'm really really sorry and I'll keep you updated if anything else happens

Sat, Nov 4 at 11:25 AM

Hi Chiara, I hope you were able to be seen and that you were able to get some rest. Keep me updated.

To: Jaimi 🍳



Sat, Nov 4 at 6:35 PM

Hi Jaimi I'm still not feeling super well and I have not heard back from the nurse yet but I'm going to make it in tomorrow morning.

You are going in tomorrow?

Yes 👍

Ok

Sun, Nov 5 at 4:10 PM

Hi, I hope you're doing well. There are a few things to be baked for catering tomorrow, some items are to be separated for the same client.

Star Trek - 12 quiche on a small platter and 1 ea of the butternut squash muffin and GF cranberry scone, sent in pastry sleeves.

JP Morgan - 50 cornbread bites, just be sure to bake the rest of the batter off because the tins only fit 48. 50 mini CCC. All on small platters.

JP Morgan - 25 ea mini ginger and CCC, ginger bake from frozen. And the tarts will be sent over un-assembled. Meagan has the info on that. All on small platters.

Yesenia from the kitchen will be in at 6am to help with dipping biscuits and with the 2nd bake. I tried to translate as much as I could for her. But she might need help finding things. There is going to be a language barrier, but she is smart and wants to help. After helping with those tasks, she will help MEP things for Alan.

To: Jaimi 🍌



Mon, Nov 6 at 12:26 PM

Hi Jaimi I just left but I have a note from my doctor to go back to the ER so I just thought I'd let you know and I'll keep you updated if anything happens. I tried to get as much done as I could today and the catering order went out fine.

Thank you for everything! Keep me posted. I hope you don't have to be in the ER for long.

Text Message

Thu, Nov 9 at 2:57 PM

Hi Jaimi! I just wanted to send a quick update. I finally saw a Dr at the ER and they told me I likely have a heart injury but I just need a CT to confirm which I'm am going to try and schedule later today. I am good to come back to work I just have to avoid any lifting or extraneous activity. But overall good news! Not a heart attack!

iMessage

Omg, all I saw at first was "heart attack" and that scared the crap out of me. I'm glad you're ok. Let's sit down for a chat to check in.

Wed, Nov 15 at 9:43 PM

Hi Jaimi I'm sorry for the late notice but I don't think I'll be able to make it in tomorrow morning. I'm feeling really off and my blood pressure is quite low and I just really don't want to risk anything. I'm so sorry about all this. I texted Suzie already so she knows. Once again I'm really really sorry

To: Jaimi 🍪



Thu, Nov 16 at 12:13 PM

Hi Jaimi, I'm sorry to bother you but I am going to the doctors in a bit and wanted to know if you need or want a doctor's note for my absence today. Thank you so much and I'm sorry for the inconvenience

I don't think it's necessary. How are you feeling?

If you could at all, I know it's hard and you might not know early on, but if you could let me know if you'll be in tomorrow so that I can come in to help Suzie open. I know it's hard opening alone so many times in a row and also having to rush so that she can do as much production in such a short amount of time alone. I'm going to my friends wedding this weekend and I fly out tomorrow, if need be I will come in so I can at least help her bake and relieve some stress off her plate. But I need my 8 hours of sleep so I can be as helpful as I can. If you need tomorrow, I'd rather have you rest so that Suzie will have your help on Saturday with the higher pars.



Ok cool! I'm doing ok definitely better than I was last night. I don't think my doctor will say otherwise but I am planning on going in tomorrow so you won't need to come in. But I will definitely let you know if anything changes as soon as I can.

Thu, Nov 16 at 2:24 PM

Thank you so much! Glad to hear that you're feeling better.

To: Jaimi 



Sat, Nov 18 at 3:12 AM

Hi Jaimi I'm super sorry for the late notice but I woke up and got really sick and now my blood pressure is really low. I don't think I can make it today. I texted Suzie and she said Yesenia is going to open with her and she'll be ok but I told her I can totally make it in if she does need me. I think I am going to have to go to urgent care today to see if they can help me because I just really don't want to keep calling out. I'll keep you updated though.

Sat, Nov 18 at 8:44 PM

Hi Jaimi I just texted with Suzie and she told me Meagan is going to go in a little early tomorrow to help her so I can stay home and rest a bit more. Right now I'm planning to make it in on Monday but I'll let you know if anything changes. I would also like to maybe have a little meeting with you when you get back to figure out some stuff while I'm trying to get better. I'm really sorry for all this inconvenience and I hope to be feeling normal again soon.

Sun, Nov 19 at 5:55 PM

Hi Jaimi, I'm sorry to bother you again but I am still not doing very well and I talked to Meagan and she will be going in for me tomorrow. I am hoping to see my doctor tomorrow and get an answer for what's going on. I am really sorry about all of this and I hope to see you on Thursday.

To: Jaimi 🍌



Wed, Nov 22 at 11:28 AM

Hi Jaimi, I just wanted to check in with you before tomorrow morning. I am still not doing great but I am kind of in medical limbo right now as my primary doctor is on maternity leave and the other doctor she referred me to can't see me until December. My CT scan came back with some stuff on it and I am not entirely sure of all of it but I do know I have to go in for a biopsy at some point and I do have a hernia. I am trying to see if my insurance can get me an appointment with someone sooner. But I would like to come in this week I just still have to avoid the heavy lifting.

That's a lot going on. They should definitely explain what they see on the CT scan, I would be frustrated if they told me they saw "some stuff". We can definitely have you avoid heavy lifting. I still have to have surgery on my hernia, I've had it for so long it's not even funny. I just can't afford the bill. I'll see you tomorrow, should be pretty chill. Everyone is taking a half day.

Ok awesome thank you! They gave me the medical terms so I asked my friend who is in nursing school to try and decipher it for me so maybe she can help give me an answer

EXHIBIT 2

Doctor's Note >



Chiara Tomashoff <cc.tomashoff@gmail.com>

to Elizabeth, Jaimi ▾

📧 Thu, Oct 26, 2023, 12:53 PM



Hello Jaimi and Elizabeth,

Here is the note my Doctor sent me. He let me know that whenever I felt comfortable returning to work I could but that I should continue to refrain from heavy lifting until November 13th. Thank you so much!

- Chiara Tomashoff

One attachment • Scanned by Gmail ⓘ



Letter Details



UCLA Health Woodland Hills
6344 TOPANGA CANYON BLVD
SUITE 2040
WOODLAND HILLS CA 91367
Phone: 818-610-0292
Fax: 818-610-0293

October 26, 2023

Patient: **Chiara Tomashoff**
Date of Birth: REDACTED
Date of Visit: **10/26/2023**

To Whom It May Concern:

It is my medical opinion that Chiara Tomashoff may return to light duty immediately with the following restrictions: Avoid lifting anything greater than 10 lbs until 11/13/2023.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,

Ronen J. Kalay, MD

CC:

No Recipients

RE: Tomashoff, Chiara -- CSN#: 90188877616

Page 1 of 1

This letter was initially viewed by Chiara Tomashoff at 10/26/2023 11:25 AM.

EXHIBIT 3

Letter by Chee, Felicia S., MD on 10/31/2023



UCLA Health Downtown Los Angeles Primary Care

700 W 7TH ST
SUITE S270
LOS ANGELES CA 90017
Phone: 213-988-8380
Fax: 213-988-8390

Date: **10/31/2023**
Time: **1:14 PM**

Re: **Chiara Tomashoff**

To Whom It May Concern:

Chiara Tomashoff was under my professional care today due to an illness.

Chiara Tomashoff needs to be off work from 10/26/2023 to 10/30/2023.

The patient may return to work on 10/31/2023, with the following limitations: light duty until such as avoid lifting greater than 10 lbs until 11/13/2023. .

Sincerely,

Felicia S. Chee

Communications

✉ Letter sent to Chiara Tomashoff

EXHIBIT 4

**EMPLOYEE NOTICE OF DISCIPLINE**

Employee Name <u>Chiara Tomashoff</u>	Work Location <u>Sycamore</u>	Date of Discipline Action Given <u>11/24/23</u>
Employee ID #	Date of Occurrence <u>11/18/23</u>	Supervisor Issuing Action <u>Jaimi King</u>

VIOLATIONS

- | | |
|--|--|
| ☐ Alcohol or drug abuse
☒ Attendance
☐ Position abandonment
☐ Unauthorized absence/no-show
☐ Tardiness
☐ Attitude/conduct/insubordination
☐ Dishonesty
☐ Endangerment to others/workplace violence
☐ Rude or abusive language in the workplace
☐ Divulging Sightglass Coffee Roasters' business practices or any other confidential information
☐ Failure to follow departmental rules or policies | ☐ Falsification of documentation
☐ Harassment
☐ Health or safety violation
☐ Indiscretion regarding personal work history, skills, or training
☐ Poor work performance
☐ Theft of any kind
☐ Use of company equipment or vehicles without authorization
☐ Vandalism or destruction of company property
☐ Any misrepresentation of Sightglass Coffee Roasters to a existing or prospective customer, general public, or an employee
☐ Other, please list below |
|--|--|

VIOLATION STATEMENT (attach any supporting documentation)

Failure to call out before 2 hours of shift beginning.

DISCIPLINARY ACTION

- | | |
|---|---|
| ☐ Oral reprimand/verbal warning
☒ Written reprimand
☐ Sent home without pay
☐ Suspension without pay for ___ days | ☐ Administrative leave with pay
☐ Recommendation for termination
☐ Other, please list: _____ |
|---|---|

CORRECTIVE ACTIONS TO BE TAKEN & TIMEFRAME

- ☐ I have read this Notice of Discipline and understand it. (Employee needs to sign each page of supporting documentation also to verify they have been made aware of that).
- ☐ Employee refused to sign this form and all attached documentation.

Chiara Tomashoff

Print Employee Name

[Signature]

Signature of Employee Name

11/23/23

Date

Jaimi King

Print Name of Supervisor/Manager

[Signature]

Signature of Supervisor/Manager

11/24/23

Date

The above disciplinary action has been noted and this form will be made part of the above employee's permanent file, as of this date.

Print Name of People Ops Team Member

Signature of People Ops Team Member

Date

EXHIBIT 5



Chiara Tomashoff <cc.tomashoff@gmail.com>

to Elizabeth ▾

Hi Elizabeth,

I am so sorry, I did not see this email yesterday. I would love to meet on Thursday and further discuss this issue with you. Thank you so much!

- Chiara



Tue, Nov 28, 2023, 1:22 PM



Elizabeth Boatman <elizabeth@sightglasscoffee.com>

to me ▾

No problem. I'll come into the pastry room in the morning when I arrive and we can figure out a good time to sit down.

Thank you,

Elizabeth



Elizabeth Boatman

People Operations Manager

Pronouns: She/Her

Sightglass Coffee Roasters

7051 West Willoughby Avenue

Los Angeles, CA 90038

Cell: (805)458-2009

www.sightglasscoffee.com

Tue, Nov 28, 2023, 2:06 PM



EXHIBIT 6

Fri, Nov 24 at 8:18 AM

Hi Jaimi, a few things, the time clock wasn't working when I got in this morning so I just sent in a request when I clocked out for lunch. Also, the bagels were really flat today. I'm not sure what happened. They were a little softer than they were yesterday but that's all I can think of. And if possible, I might leave a little early if I can. I think my blood pressure has dropped a bit but I would like to finish the carrot inserts and help with bagels before I go.

Ok, thanks for the update. Did you try the cooler trick to keep them cold?

Also, drinking more water and increasing intake of salt helps with low blood pressure, while you're at work you can try that before you leave.

Yeah I had them in the cooler. And yeah I had my goldfish and water but it's not doing the trick today. I think this morning was a little too busy with me being alone and I couldn't take it as easy as I need to.

Fri, Dec 1 at 3:27 AM

Hi Jaimi I'm really really sorry to do this I don't want to get written up again but this morning after I got out of bed I immediately passed out. I took my blood pressure and it is very low. I do have a doctors appointment scheduled for later today so hopefully I can get some answers today. I'm so sorry for any inconvenience. I already let Suzie know.

Fri, Dec 1 at 8:57 AM

Oh that's scary. Take care. Keep us updated, hopefully they can give you some clarity.

To: Jaimi 🍌



Fri, Dec 1 at 5:43 PM



Hi Jaimi I saw a new doctor today and they gave me some new medication and they have a different theory for what's going on. I'll be in tomorrow morning and the rest of the week. I have a note for my absence and they are gonna wait for some test results before seeing what accommodations might benefit me.

Sat, Dec 2 at 2:03 PM



Would you mind leaving you doctors note on Elizabeth's desk, sorry I forgot to ask earlier.

Letter by Avakian, Melody C., DO on 12/1/2023



UCLA Health Primary & Specialty Care Encino
15503 VENTURA BLVD
SUITE 350
ENCINO CA 91436
Phone: 818-461-8148
Fax: 818-461-8105

December 1, 2023

Patient: **Chiara Tomashoff**
Date of Birth: **8/14/2001**
Date of Visit: **12/1/2023**

To Whom It May Concern:

It is my medical opinion that Chiara Tomashoff should be excused from work today, 12/1/23, due to a visit scheduled with me.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,

Melody C. Avakian, DO

RE: Tomashoff, Chiara -- CSN#: 90190767179

Page 1 of 1

Communications

✉ Letter sent to Chiara Tomashoff