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Electronically FILED by
Superior Court of California,
County of Los Angeles
6/06/2024 2:13 PM
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CECILIA CESPEDES,

Plaintiff,

vs.

UNIVERSITY OF SOUTHERN
CALIFORNIA; WESTWAYS STAFFING
SERVICES, INC.; and DOES 1 to 25,
inclusive,

Defendants.

) CASE NO.: **24STCV14253**

) **COMPLAINT FOR DAMAGES FOR:**

-) **1) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **2) SEXUAL HARASSMENT IN**
) **VIOLATION OF FAIR**
) **EMPLOYMENT AND HOUSING**
) **ACT ("FEHA");**
) **3) FAILURE TO PREVENT SEXUAL**
) **HARASSMENT VIOLATION OF**
) **FEHA;**
) **4) RETALIATION IN VIOLATION OF**
) **FEHA;**
) **5) RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 1102.5;**
) **6) WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY**

) **DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, CECILIA CESPEDES (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants UNIVERSITY OF SOUTHERN CALIFORNIA; WESTWAYS STAFFING SERVICES, INC.; and DOES 1 to 25, inclusive, do business in the County of Los Angeles. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant UNIVERSITY OF SOUTHERN CALIFORNIA is a California Corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant WESTWAYS STAFFING SERVICES, INC. is a California Corporation, doing business in Los Angeles County, California, and which employed Plaintiff. Defendants UNIVERSITY OF SOUTHERN CALIFORNIA and WESTWAYS STAFFING SERVICES, INC. are considered joint employers in that they each controlled the wages, hours, and/or working conditions of Plaintiff and other employees. Defendants UNIVERSITY OF SOUTHERN CALIFORNIA and WESTWAYS STAFFING SERVICES, INC. are collectively referred to herein as “Defendant(s)” (unless otherwise noted) or “WESTWAYS”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE

1 defendants, numbers 1 to 25, reside in the State of California and are in some manner
2 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
3 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
4 and capacities of these fictitiously named defendants.

5 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
6 that information and belief, alleges that at all times herein mentioned, each of the remaining
7 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
8 under the authority of their agency, employment, or representative capacity, with the consent
9 of his/her codefendants.
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11 **GENERAL ALLEGATIONS**

12 7. Plaintiff started working for WESTWAYS at Keck Hospital on or around 2023 as
13 a sterile processing technician in the Sterile Processing Department. Plaintiff was classified as
14 an hourly, non-exempt employee. Plaintiff's employment was wrongfully terminated at Keck
15 USC on or around February 15, 2024.
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17 8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
18 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
19 Security Services USA, Inc., an onsite security provider. After about a year of employment,
20 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
21 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
22 termination of employment and weekly payment of wages to temporary employees. The trial
23 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
24 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
25 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
26 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
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1 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
2 PAGA representative to sue for violations that the representative has personally suffered. The
3 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
4 and others. The statute also states that an “aggrieved employee” is “any person who was
5 employed by the alleged violator and against whom one or more of the alleged violations was
6 committed.” Because at least one of the violations that Huff had alleged had affected him
7 personally, the Court of Appeal denied Securitas’ motion.
8

9 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
10 other employees, it allows for suits broader than the specific violations the named
11 employee experienced. Therefore, even if the employee did not personally experience the
12 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is
13 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on
14 behalf of all other employees, including ALL hourly, non-exempt employees, irrespective of
15 job title or job duties.
16

17 10. It is Plaintiff’s position that WESTWAYS has violated the following Labor Code
18 Sections against Plaintiff and other similarly situated aggrieved employees, who include all
19 non-exempt, hourly employees who worked for WESTWAYS at ALL of their locations in the
20 State of California during the relevant PAGA period.
21

22 11. WESTWAYS violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed
23 to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
24 including the statutory minimum wage for all hours worked and for “off the clock” work. This
25 is so because WESTWAYS had a company policy wherein they would disproportionately
26 round down the number of hours worked, resulting in “time shaving” and further resulting in
27 aggrieved employees not being paid for all hours worked. Furthermore, and to the extent that
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1 Plaintiff and others worked through their meal periods while “off the clock” and while clocked
2 out, they were not compensated for all hours worked, which would be akin to a minimum wage
3 violation. Furthermore, WESTWAYS did not pay proper reporting time pay to employees and
4 did not compensate for all training hours.

5 12. Due to the above “off the clock” violations, WESTWAYS also violated Labor Code
6 §510 because it failed to pay Plaintiff and other aggrieved employees proper and complete
7 overtime compensation, even though they worked more than 8 hours per day, 12 hours per day,
8 and/or 40 hours per week throughout their employment. Plaintiff and other aggrieved
9 employees’ actual work hours, including the “off the clock” work and time shaving, entitled
10 them to overtime compensation, however, WESTWAYS did not compensate its hourly, non-
11 exempt employees with the correct amount of overtime due to the “off the clock” work and
12 time shaving as described above. Furthermore, WESTWAYS failed to include
13 bonuses/incentive payments/sick pay in calculating employees’ regular rate of pay for use in
14 deciphering the correct overtime rate of pay. Additionally, the incentive and bonus payments
15 were also not factored into employees’ regular rate for purposes of receiving meal and rest
16 break premiums per the Ferra v. Loews case.

17 13. WESTWAYS also violated Labor Code § 226.7 and the appropriate Industrial Welfare
18 Commission Wage Order no. 4/5 because it failed to provide Plaintiff and other similarly
19 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
20 majority portion thereof, throughout their employment. WESTWAYS did not completely
21 relieve Plaintiff and others of all duty during said rest periods. WESTWAYS did not pay to
22 Plaintiff and others one additional hour of pay at Plaintiff’s regular rate of compensation for
23 each workday that one or more statutory rest periods was not provided. It was not part of the
24 company policy for employees such as Plaintiff to consistently take at least two
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1 UNINTERRUPTED rest breaks per shift. The concept of uninterrupted, timely, and full rest
2 breaks was not consistently implemented as it was not company policy. There were definitely
3 instances wherein Plaintiff and others were not able to take a rest break due to understaffing
4 and work obligations. As such, the culture as well as the policies and procedures of
5 WESTWAYS did not lend itself to the employees receiving consistent statutory rest breaks
6 wherein they were relieved of all work duties. The environment at WESTWAYS was not
7 conducive to receiving multiple statutory rest breaks under California law and timely, statutory
8 rest breaks were not always and consistently authorized or enforced.
9

10 14. WESTWAYS violated Labor Code §§ 512 and 226.7 and the appropriate Industrial
11 Welfare Commission Wage Order no. 4/5 because it failed to provide hourly, non-exempt
12 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
13 for every five (5) hours of work throughout their employment. WESTWAYS did not
14 completely relieve Plaintiff and other employees of all duty during said meal
15 periods. WESTWAYS did not pay to Plaintiff and its hourly, non-exempt employees one
16 additional hour of pay at their regular rate of compensation for each workday that one or more
17 statutory meal periods was not provided. Plaintiff and the hourly, non-exempt employees
18 would not always be able to receive timely meal periods before the 5th hour worked that were
19 actually uninterrupted. The latter was due to understaffing and scheduling issues, especially in
20 a fast-paced medical environment. Like the rest breaks, receiving a thirty-minute uninterrupted
21 and timely meal break was not always enforced by WESTWAYS. Consequently, it was the
22 normal practice and custom of WESTWAYS not to consistently authorize, permit, and enforce
23 timely statutory meal periods. If WESTWAYS had Plaintiff sign a meal period waiver, it
24 would not be valid and enforceable since Plaintiff and others generally worked more than a 6-
25 hour shift. Even if Plaintiff and others' shifts were less than 6 hours, Plaintiff did not sign a
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1 meal period waiver wherein she was able to revoke the agreement. If WESTWAYS had
2 Plaintiff sign an on-duty meal period agreement wherein Plaintiff agreed to work through the
3 meal periods, it would be invalid and unenforceable because the nature of Plaintiff's job does
4 not and did not prevent her from taking a meal period and the company could have hired
5 "breakers" to relieve Plaintiff of her job duties so that she can actually take a timely,
6 uninterrupted meal period. Moreover, any such "on duty" meal period agreement did not allow
7 Plaintiff and others to revoke such an agreement even if it was signed. As such, Plaintiff and
8 others did not receive statutory, timely meal periods during their employment. To the extent
9 that WESTWAYS argues that employees receive meal break premium pay for missed meal
10 periods, that argument is inconsequential for PAGA penalty purposes since the PAGA
11 penalties are for the violations themselves, irrespective of whether an employee received the
12 premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire*
13 *Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice
14 between providing *either* meal and rest breaks *or* an additional hour of pay." *See Kirby v.*
15 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
16 extra hour of pay does not excuse the violation; the employer has still committed a violation
17 even if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar.
18 22, 2016, 2016 WL 1110302 at *4). As such, the work environment and culture at
19 WESTWAYS was not conducive to receiving consistent, timely, statutory meal breaks under
20 California law. Moreover, any meal or rest break premiums paid were not compensated at the
21 weighted average regular rate, inclusive of bonuses and/or incentive payments as well as
22 overtime compensation.

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26 15. Furthermore, during the relevant time period, and due to the above labor code
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1 violations, WESTWAYS failed to pay Plaintiff and other similarly situated aggrieved
2 employees all wages due to them within any time period specified by California Labor Code
3 section 204. Since Plaintiff was personally not compensated for all hours worked and did not
4 receive all meal and rest break premium payments for missed, late, or short meal/rest periods,
5 WESTWAYS would have certainly violated section 204 as to Plaintiff. WESTWAYS was also
6 in violation of California Labor Code section 226(a) by failing to include pertinent information
7 on the wage statements, including but not limited to, the correct hourly rate, all hours worked,
8 overtime hours worked, correct overtime pay, gross wages earned, net wages earned, premium
9 pay for missed meal and rest breaks, all deductions, the correct start and end of the pay period,
10 all employee identifying information, the correct and complete name and address of the legal
11 employer, and reimbursement for business expenses, among others. As such, WESTWAYS did
12 not provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
13 itemized wage statements.
14

15 16. During the relevant time period, WESTWAYS also failed to keep accurate and
16 complete payroll records showing the actual hours worked per day and the wages paid to
17 Plaintiff and others pursuant to California Labor Code sections 1174(d).
18

19 17. WESTWAYS also violated Labor Code § 203 because it willfully failed to pay our
20 client and other similarly situated aggrieved employees earned and due wages upon separation
21 of employment, either immediately upon involuntary termination, or within 72 hours of
22 resignation. These earned but unpaid wages include compensation for all hours worked,
23 including minimum wages, overtime compensation, and premium pay for missed meal and rest
24 breaks.
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26 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
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1 necessary, business-related expenses and costs that were not fully reimbursed by
2 WESTWAYS. These costs include, but are not limited to, uniforms and use of personal cell
3 phones for work purposes. Accordingly, WESTWAYS was in violation of California Labor
4 Code sections 2800 and 2802.

5 19. Furthermore, WESTWAYS did not provide proper and correct/accurate sick pay that
6 was also delineated on employee pay stubs and also failed to provide proper sick leave in
7 violation of Labor Code sections 233 and 246. Moreover, WESTWAYS violated the applicable
8 Industrial Welfare Commission Wage Order no. 4/5-2001, sections 13 and 14 in that there was
9 no adequate rest break facilities and seating for the employees.
10

11 20. In addition, Plaintiff would have individual claims against WESTWAYS (which
12 includes the University of Southern California) for wrongful termination in violation public
13 policy, sexual harassment under the Fair Employment and Housing Act (FEHA), including
14 quid-pro-quo harassment, retaliation under Labor Code section 1102.5, among other causes of
15 action. Plaintiff was essentially in a coerced sexual relationship with her direct supervisor in
16 the sterilization department in which Plaintiff was working at Keck USC Hospital. Not
17 shockingly, after Plaintiff actually reported the sexual harassment and the coerced sexual
18 relationship to WESTWAYS, she was terminated from her position and assignment the NEXT
19 DAY in a retaliatory fashion and in violation of California law. Prior to filing this action,
20 Plaintiff timely exhausted his administrative remedies by timely filing an administrative
21 complaint with the California Civil Rights Department (CRD), alleging claims in this
22 complaint. The CRD immediately issued to Plaintiff a right to sue letter.
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25 **FIRST CAUSE OF ACTION**

26 **PRIVATE ATTORNEYS GENERAL ACT**

Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and IWC Wage Order nos. 4-2001/5-2001)

(Against All Named Defendants and all DOE Defendants)

21. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 20, inclusive, of this Complaint as though fully set forth herein.

22. Pursuant to law, Plaintiff provided the required written notice to the LWDA and Defendants of the specific violations of the California Labor Code that Defendants and DOE defendants have violated and continue to violate.

23. Pursuant to California Labor code section 2699.3, no response was received from the LWDA within 65 days of the postmark date of the above-alleged letter.

24. Plaintiff therefore has exhausted all administrative remedies required of her under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

25. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in California Labor Code section 2699.3.

26. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violators and had one or more of the alleged violations committed against her, and therefore is properly suited to represent the interests of other current and former hourly, non-exempt employees who worked for WESTWAYS in the State of California during the

1 relevant time period.

2 27. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
3 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
4 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

5 28. Plaintiff therefore has exhausted all administrative remedies required of her under
6 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
7 cause of action and pursue penalties in a representative action for Defendants' violations of the
8 Labor Code.

9 29. California Labor Code section 2699 et seq. imposes penalties upon culpable
10 Defendants for violating the Labor Code.

11 30. California Labor Code section 558 establishes a civil penalty as follows: Any
12 employer or other person action on behalf of an employer who violates, or causes to be violated,
13 a section of this chapter or any provision regulating hours and days of work in any order of the
14 Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage
15 Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for
16 each underpaid employee for each pay period for which the employee was underpaid ...; (2) for
17 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
18 period for which the employee was underpaid ...;

19 31. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
20 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
21 seeking individual/victim specific relief or underpaid wages under this particular cause of action.

22 32. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
23 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
24 the following:

25 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
26 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
27 2802 via 2698 and 2699, and any other Labor Codes and Industrial Welfare Commission
28 Wage Order (Order Nos. 4/5) violated based on the facts alleged in this Complaint.

1 33. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
2 costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved
3 Employees as alleged herein in an amount to be shown according to proof at trial and within the
4 jurisdictional limits of this Court.

5 **SECOND CAUSE OF ACTION**

6 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

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

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9 34. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein.

11 35. At all times herein mentioned, FEHA, Government Code section 12900, et seq.,
12 was in full force and effect and was binding on Defendants. Specifically, Government Code
13 section 12940(j) prohibits an employer from sexually harassing an employee on the basis of
14 her sex.
15

16 36. Francisco Ruiz was and is at all times relevant hereto an employee of WESTWAYS
17 and was Plaintiff's direct supervisor and manager in the department in that Francisco Ruiz was
18 able to discipline Plaintiff and/or control and direct her work. The actions and sexual conduct
19 of Francisco Ruiz towards Plaintiff, while in the course and scope of his employment with
20 WESTWAYS, including sexually charged comments, sexual acts and physical sexual contact
21 during working hours, created a hostile sexual environment which materially altered Plaintiff's
22 working conditions, and which constitutes sexual harassment in violation of California
23 Government Code section 12940(j)(1).
24

25 37. Furthermore, this cause of action is based upon:

- 26 a. Article I Section VIII of the California Constitution which prohibits the
27 discrimination and harassment of employees based upon their sex;
28

1 b. California Government Code Section 12940 which prohibits supervisors and
2 employers from discriminating, harassing, terminating, and retaliating against, an
3 employee on the basis of their sex and sexually harassing an employee, and doing
4 any of these things to an employee because of their complaints to their supervisors
5 that they are being subjected to conduct that violates said code section;

6 c. Title II, Division IV of the California Code of Regulations regarding the California
7 Fair Employment and Housing act, and specifically, Sections 7287.6, 7287.8, and
8 7291.1(f)(1) of said code of regulations which makes unwelcome sexual advances,
9 sexual battery, and sexual favors which condition employment benefits unlawful;
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11 d. California Government Code Section 12940(j)(1) which prohibits employees from
12 harassing their subordinates on the basis of the subordinates' sex including sexually
13 harassing a subordinate; and
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15 38. Plaintiff is informed, believes, and thereon alleges, that she was subjected to
16 sexual harassment, which was severe and ongoing, while Plaintiff was employed by Defendant
17 WESTWAYS.

18 39. Based upon what is alleged in the above paragraphs, Plaintiff alleges that she
19 was subjected to a sexually hostile and abusive work environment with a quid pro quo nature,
20 during the period of time specified in these Paragraphs, for which the corporate Defendants did
21 nothing to stop the harassing and intolerable work environment.

22 40. The Plaintiff alleges that the corporate Defendants are liable for sexual
23 harassment by allowing Francisco Ruiz to condition Plaintiff's employment based upon her
24 forced and coerced willingness to tolerate Francisco Ruiz's sexual harassment towards
25 Plaintiff.
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27 41. The corporate Defendants are also a party to this cause of action because, amongst
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1 other things, they are strictly liable for the harassing conduct of the individual Francisco Ruiz
2 who was a supervisory and managerial employee of Defendants at all times alleged herein.

3 42. As a direct, foreseeable, and proximate result of the conduct of all Defendants named
4 in this cause of action, and each of them, the Plaintiff has suffered, and continues to suffer
5 emotional distress, as well as other financial losses to be ascertained according to proof.
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7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PREVENT SEXUAL HARASSMENT**

9 **IN VIOLATION OF FEHA**

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

11 43. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 42, inclusive, of this Complaint as though fully set forth herein.
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14 44. At all times herein mentioned, FEHA, California Government Code section
15 12940(k), was in full force and effect and was binding on Defendants. This statute states that it
16 is an unlawful employment practice in California for an employer to “fail to take all reasonable
17 steps necessary to prevent discrimination and harassment from occurring.”
18

19 45. As alleged above, Plaintiff was subjected to harassment.

20 46. Defendants failed to take all reasonable steps necessary to prevent harassment.
21 In addition, Defendants failed to remedy such harassment when it realized and
22 was informed that it was occurring. Defendants further failed to train, supervise, and monitor its
23 employees and agents.

24 47. The failure of Defendants to prevent harassment created and encouraged an
25 environment where such harassment was condoned, encouraged, tolerated, sanctioned, and/or
26 ratified.
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28 48. As a direct and proximate result of the aforementioned acts and omissions of

1 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
2 loss of income (past and future), loss of employment benefits (past and future), general and
3 compensatory damages (past and future), mental pain and anguish and emotional distress (past
4 and future), and will continue to suffer in the future, in an amount to be proved at trial.

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6 49. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
7 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
8 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
9 their workers' right to work in an environment free of harassment, so as to justify the imposition
10 of punitive damages to punish and set an example of said Defendants.

11
12 50. As a proximate result of the foregoing conduct, which violated the provisions of
13 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
14 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

15 **FOURTH CAUSE OF ACTION**

16 **RETALIATION IN VIOLATION OF FEHA**

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

18 51. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
19 1 through 50, inclusive, of this Complaint as though fully set forth herein.

20
21 52. At all times herein mentioned, Government Code section 12940 et. seq. was in full force
22 and effect and was binding upon Defendants and each of them. Said statute imposes certain
23 duties upon Defendants concerning harassment and retaliation against persons, such as Plaintiff,
24 on the basis of complaints of sexual harassment. Said statutes were intended to prevent the type
25 of injury and damage set forth herein. Plaintiff was, at all times herein mentioned, a member of
26 the class of persons intended to be protected by said statutes. As alleged above, Plaintiff was
27 retaliated against and was eventually terminated from her assignment at Keck USC Hospital the
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1 day after Plaintiff actually reported the sexual harassment and the coerced sexual relationship to
2 Defendants.

3 53. As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed
4 in that Plaintiff has suffered the loss of wages, salary, and benefits, among other things. As a
5 result, Plaintiff has suffered such damages in an amount according to proof.

6 54. As a further direct and proximate result of the conduct of Defendants, and each
7 of them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish and
8 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
9 such damages in an amount according to proof.

10 55. In committing the foregoing acts, Defendants have been guilty of oppression,
11 fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to
12 punitive damages in a sum appropriate to punish and make an example out of the foregoing
13 Defendants.

14 56. The acts of oppression, fraud, and/or malice, were engaged in by employees of
15 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
16 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
17 wrongful conduct for which an award of punitive damages is sought, and/or was personally
18 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
19 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
20 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff
21 to punitive and exemplary damages against each of the Defendants in accordance with California
22 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant

23 57. FEHA provides for an award of reasonable attorneys' fees and costs incurred by
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1 a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
2 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
3 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
4 award of attorneys' fees and costs.

5 **FIFTH CAUSE OF ACTION**

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

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

8 58. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 57, inclusive, of this Complaint as though fully set forth herein.

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

20 60. As discussed fully above, after Plaintiff complained to Defendants and Human
21 Resources regarding the sexual harassment and hostile work environment, Defendant
22 unequivocally retaliated against Plaintiff as alleged above.

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

28 62. Plaintiff requests all available relief under Labor Code § 1102.5 including damages and

1 the imposition of civil penalties of \$10,000 for each violation as well as attorney's fees.

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3 **SIXTH CAUSE OF ACTION**

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

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

6 63. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 62 inclusive, of this Complaint as though fully set forth herein.

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

10 65. Plaintiff is informed and believes and thereon alleges that Defendants' decision and
11 actions to treat her differently and terminate her assignment as alleged herein, was motivated
12 by Plaintiff's whistleblowing and complaints about illegal activity at the workplace, including
13 sexual harassment and a hostile work environment. Plaintiff is further informed and believes and
14 thereon alleges that any other reasons proffered by Defendants were and are pretextual in nature.

15 66. The employment of Plaintiff was wrongfully suspended/terminated in or around
16 February 15, 2024 in violation of the fundamental public policy of the State of California with
17 respect to retaliating against an employee on account of her whistleblowing. Plaintiff was forced
18 to hire an attorney to assist her to end these illegal activities. Said conduct violated statutory and
19 constitutional expressions of public policy including, but not limited to, California Government
20 Code sections 12940 et seq., and the California Constitution, Article 1 section 8.

21 67. As set forth above, said actions by Defendants were wrongful and in violation of the
22 fundamental principles of the public policy of the State of California as reflected in its laws,
23 objectives and policies. Said statutes and constitutional expressions of public policy include,
24 but are not limited to, California Government Code sections 12940 et seq., and the California
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1 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
2 just the private interests of the employers and employees whom they govern or protect.

3 68. As a direct and proximate result of the aforementioned acts and omissions of
4 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
5 loss of income (past and future), loss of employment benefits (past and future), general and
6 compensatory damages (past and future), mental pain and anguish and emotional distress (past
7 future), and will continue to suffer in the future, in an amount to be proved at trial.

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

13
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
16 follows:
17

- 18 1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
- 19 2. For general damages according to proof;
- 20 3. For an award of punitive damages against Defendants according to proof;
- 21 4. For special and consequential damages to the extent allowed by law;
- 22 5. For the imposition of civil penalties and/or statutory penalties;
- 23 6. For PAGA penalties to the extent permitted pursuant to the Labor Code and Wage
24 Order including, but not limited to, Labor Code §§ 201, 202, 203, 204 and/or 204b,
25 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
26 1197.1, 1198, 2800, 2802 via 2698 and 2699,
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- 1 7. For maximum civil penalties available under the Labor Code and applicable Wage
2 Order against Defendants as described more particularly in the Complaint and
3 representative PAGA claims;
4 8. For all interest as allowed by law;
5 9. For all costs and disbursements incurred in this suit;
6 10. Reasonable attorney's fees where available by law, including but not limited to,
7 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5;
8 FEHA, including Government Code section 12940 et. seq. and/or other applicable laws;
9 and
10
11 11. For such other and further relief as this Court may deem proper.
12

13 DATED: June 6, 2024

MESSRELIAN LAW INC.

14
15 By 
16 Harout Messrelian, Esq.
17 Attorneys for Plaintiff Cecilia Cespedes

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
20

21 DATED: June 6, 2024

MESSRELIAN LAW INC.

22
23 By 
24 Harout Messrelian, Esq.
25 Attorneys for Plaintiff Cecilia Cespedes
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