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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN DIEGO

10 ILUSION DURON,

11 Plaintiff,

12 v.

13 TEAM 3101 RETAIL, LLC; NUUKELE
14 GBOE; and DOES 1-100, inclusive,
15 Defendants.

Case No.: 37-2023-00054538-CU-WT-CTL

FIRST AMENDED COMPLAINT

1. Whistleblower Retaliation – LC § 1102.5(b) and GC § 12940(h)
2. Sex Discrimination – GC § 12940(a)
3. Wrongful Termination in Violation of Public Policy
4. Sex Harassment
5. Failure to Prevent Harassment Based on Sex
6. Failure to Reimburse Business Expenses – LC § 2802
7. Labor Code Private Attorneys General Act (PAGA) of 2004 Claims – LC § 2699

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20 JURY DEMANDED

21 Complaint Filed: December 15, 2023
22 Judge: Hon. James A. Mangione
23 Department: C-75
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1 Plaintiff ILUSION DURON (hereinafter "Plaintiff" or "DURON"), for causes of action
2 against Defendants TEAM 3101 RETAIL, LLC (hereinafter "TEAM"); NUUKELE GBOE
3 (hereinafter "GBOE" a.k.a. "Nuke"); and DOES 1-100, inclusive (hereinafter collectively referred
4 to as "Defendants"), alleges as follows:

5 **JURISDICTION**

6 1. This action arises out of acts, representations and events occurring throughout
7 California.

8 2. Venue is appropriate in San Diego County because Defendants employed DURON
9 within San Diego County and all relevant unlawful acts that Defendants engaged in against DURON
10 occurred within San Diego County.

11 3. Whenever in this Complaint reference is made to any act, deed, or conduct of
12 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
13 one or more of their officers, directors, agents, employees, or representatives, who were actively
14 engaged in the management, direction, control, or transaction of the ordinary business and affairs of
15 Defendants.

16 4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
17 associate or otherwise, of the Defendants sued herein as DOES 1-100, inclusive and therefore sues
18 said Defendants (the "Doe Defendants") by such fictitious names. Plaintiff will amend this
19 Complaint to plead the true names and capacities of the Doe Defendants at such time as the identities
20 of the Doe Defendants have been ascertained.

21 5. Plaintiff is informed and believes, and thereon alleges, that Defendants TEAM 3101
22 RETAIL, LLC; NUUKELE GBOE; and DOES 1-100, inclusive, are the partners, agents, or
23 principals and co-conspirators of Defendants, and of each other; that named Defendants and the Doe
24 Defendants performed the acts and conduct herein alleged directly, aided and abetted the
25 performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts
26 and conduct, and therefore each of the named Defendants and Doe Defendants are liable to Plaintiff
27 to the extent of the liability of the Defendants as alleged herein.

28 6. Plaintiff is further informed and believes, and thereon allege, that at all times herein

1 material, TEAM 3101 RETAIL, LLC and entity Doe Defendants were completely dominated and
2 controlled by unknown Doe Defendants, and each was the alter ego of the other in a single
3 enterprise. At those times, a unity of interest and ownership between TEAM 3101 RETAIL, LLC
4 and entity Doe Defendants on the one hand, and unknown Doe Defendants on the other hand existed
5 such that the separate personalities of these entities did not in reality exist. Additionally, Plaintiff
6 would suffer an inequitable harm if the actions of TEAM 3101 RETAIL, LLC; NUUKELE GBOE;
7 and entity Doe Defendants were not treated as the acts of all Defendants. Plaintiff is further informed
8 and believes, and thereon alleges, that at all relevant times to this action TEAM 3101 RETAIL, LLC
9 and entity Doe Defendants, *inter alia*, failed to observe the requisite entity formalities, were
10 inadequately capitalized, and their ownership and control were inappropriately concentrated in
11 unknown Doe Defendants.

12 7. Plaintiff is further informed and believes, and thereon allege, that at all times herein
13 material, each defendant, was completely dominated and controlled by its co-defendants and each
14 was the alter ego of the other. Whenever and wherever reference is made in this Complaint to any
15 conduct by Defendants, such allegations and references shall also be deemed to mean the conduct
16 of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever
17 reference is made to individuals who are not named as defendants in this Complaint, but were
18 employees or agents of, such individuals at all relevant times acted on behalf of Defendants named
19 in this Complaint within the scope of their respective employments.

20 8. Whenever and wherever reference is made in this Complaint to any conduct by a
21 defendant or Defendants, such allegations and references shall also be deemed to mean the conduct
22 of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever
23 reference is made to individuals who are not named as defendants in this Complaint, but were
24 employees or agents of, such individuals at all relevant times acted on behalf of Defendants named
25 in this Complaint within the scope of their respective employments.

26 **GENERAL ALLEGATIONS**

27 9. Plaintiff is a female. GBOE is a male.

1 10. Defendants own and operate Soccer Post retail stores that sell all things soccer in the
2 Cities of Chula Vista and Solana Beach in San Diego County, California. On or about March 11,
3 2023, Defendants hired Plaintiff to work at both locations as a Retail Associate. Plaintiff is informed
4 and believes that at the time that Defendants hired Plaintiff, Defendants employed approximately 8
5 employees.

6 11. Defendants required Plaintiff and Defendants' other employees to bring to work and
7 use their own personal cell phones at the Store for Defendants' benefit. For example, Defendants
8 trained and required Plaintiff and other employees to clock in and out of Defendants' time keeping
9 system using their own personal cell phones. Defendants did not provide its employees cell phones,
10 pay for the employees' cell phone service plans, give employees an alternative method to track time,
11 or reimburse these necessary business expenses that the employees incurred for Defendants' benefit.

12 12. Plaintiff is informed and believes that Defendants hired Plaintiff's former coworker,
13 GBOE, a professional soccer player, as a Sales Associate in or around April 2023 to work at the
14 same location as Plaintiff. Plaintiff is informed and believes that Gboe is a male. Gboe, regularly
15 made unwelcome comments in the workplace based on females' sex that were so severe and
16 pervasive that it altered the conditions of Plaintiff's employment and created an abusive,
17 intimidating, hostile, and offensive working environment for Plaintiff.

18 13. GBOE constantly made inappropriate sexual comments in Plaintiff's presence aloud
19 about women who walked by and female customers in the store virtually every shift Plaintiff worked
20 with GBOE. For example, GBOE made comments such as, "oh she's fine," "she had a big butt,"
21 "I'd wife them up," and "she is a MILF." Plaintiff is informed and believes that GBOE intended
22 "MILF" to mean "Mother I'd Like to Fuck" or "Mom I'd Like to Fuck."

23 14. Plaintiff directly heard GBOE make these comments. Plaintiff is informed and
24 believes that at least one of Plaintiff's female coworkers also heard GBOE make unwelcome
25 comments that were objectifying and demeaning to women.

26 15. GBOE also made negative comments directly to Plaintiff about how short Plaintiff's
27 height is and told Plaintiff that GBOE loves "Big Booty Latinas." Plaintiff is also informed and
28

1 believes that GBOE made negative comments directly to at least one other female coworker about
2 that coworker's body.

3 16. GBOE's unwelcome comments about women's bodies including, but not limited to,
4 Plaintiff's body made Plaintiff feel very uncomfortable. Further, Plaintiff felt that GBOE's
5 unwelcome verbal conduct of a sexual nature created an intimidating, hostile, or offensive work
6 environment based on Plaintiff's sex as a woman. Plaintiff is informed and believes that GBOE
7 made all the offensive comments specifically because of GBOE's sexual desire and the sex of the
8 women GBOE commented about, including Plaintiff. Plaintiff never heard GBOE make similar
9 comments about men.

10 17. Plaintiff felt too afraid to report GBOE to Defendants because among other things,
11 Plaintiff feared retaliation. However, Plaintiff shared GBOE's conduct, Plaintiff's discomfort, and
12 Plaintiff's fear with a male coworker, who reported the sex harassment to Defendants' store
13 manager.

14 18. On or about May 24, 2023, Defendants' store manager asked Plaintiff if Plaintiff had
15 a complaint against GBOE. Plaintiff verbally complained to Defendants' store manager about
16 GBOE's conduct which Plaintiff believed was unlawful sex discrimination and harassment, and the
17 adverse effects on Plaintiff.

18 19. On May 24, 2023, at 3:51 pm, Plaintiff texted a summary of Plaintiff's complaint in
19 a group message to Defendants' store manager and general manager, stating:

20 "I have been having some issues with Nuke. Every interaction I've had with him has made
21 me very uncomfortable because he continuously talks about women in a negative context
22 and any customer that comes in that is female he makes a comment about their body or how
23 short I am that rubbed me the wrong way as if it was a power trip for him and when I had
24 asked him once to put something away for me that I could not reach he laughed. I know he
25 has also made comments to cookie related to her body and that she also feels the same. I also
26 think that because of his actions he is triggering another coworker, in this case Dylan, to also
27 make unwarranted comments about female customers that come in and women in general
28 which he wouldn't do before."

26 20. On May 24, 2023, at 6:45 pm, Defendants' general manager texted in the group
27 message a response that, "Management team will make sure this never happens again and if it does
28 we will take serious measures. Totally not acceptable and not going to be tolerated."

1 21. Just six (6) weeks later, Defendants made sure this never happens again by
2 terminating Plaintiff on July 7, 2023.

3 22. Plaintiff is informed and believes that Defendants retaliated against Plaintiff by
4 terminating Plaintiff because Plaintiff is a female who complained about unlawful sex
5 discrimination and harassment against females, and disclosed, or Defendants believed Plaintiff
6 disclosed or may disclose, information that Plaintiff reasonably believed disclosed violations laws,
7 rules, and regulations to a government or law enforcement agency, to a person with authority over
8 the employee, or to another employee who has authority to investigate, discover, or correct the
9 violation.

10 23. Plaintiff is informed and believes that before terminating Plaintiff, Defendants did
11 not conduct any investigation of Plaintiff's complaint, interview anyone, take any statements, make
12 any findings of facts, make any determinations of witness credibility, formulate any conclusions,
13 make any recommendations other than firing Plaintiff, or notify Plaintiff of any actions taken other
14 than terminating Plaintiff.

15 24. Plaintiff is further informed and believes that Defendants never disciplined GBOE
16 for engaging in sex harassment and Defendants continue to employ GBOE as of the filing of
17 Plaintiff's lawsuit because GBOE is a male and Plaintiff is a female, and Defendants were not
18 interested in preventing sex discrimination and harassment. Additionally, Plaintiff is informed and
19 believes that Defendants possessed knowledge that GBOE made comments that constituted sex
20 harassment against coworkers before Plaintiff experienced it and complained to Defendants. For
21 example, Plaintiff is informed and believes that Defendants' supervisors and managers heard
22 GBOE's make inappropriate sex-based comments during shifts both in person at Defendants' stores
23 and remotely when Defendants' managers monitored staff performance in Defendants' stores via
24 audio and video surveillance to coach and discipline Defendants' staff, but did nothing to stop
25 GBOE until Plaintiff complained. Plaintiff is also informed and believes that Defendants failed to
26 take all reasonable steps necessary to prevent the sex discrimination and harassment from occurring.

27 25. Plaintiff is informed and believes that Defendants' alleged reasons for terminating
28 Plaintiff are pretext. Plaintiff is further informed and believes that Defendants discriminated against

1 Plaintiff in terms, conditions, and privileges of employment for being a female by holding Plaintiff
2 to a different standard of conduct than men and terminating Plaintiff for de minimis pretextual
3 purported reasons that Defendants did not terminate male employees for and continuing to employ
4 male employees like GBOE who engaged in far worse misconduct in the workplace.

5 26. Plaintiff is further informed and believes that in taking the actions alleged herein,
6 Defendants' managing agents acted with malice, fraud and oppression, and in reckless disregard of
7 Plaintiff's rights to work in a workplace free of sex discrimination and harassment, and rights to
8 complain about sex discrimination, harassment, and what Plaintiff reasonably believed were
9 violations of laws, rules, and regulations in Plaintiff's workplace.

10 27. As a direct and proximate result of Defendants' unlawful discrimination, failure to
11 prevent harassment, and retaliation, Plaintiff suffered foreseeable special damages and general
12 damages in an amount according to proof.

13 28. On December 14, 2023, Plaintiff exhausted administrative remedies with the Civil
14 Rights Department ("CRD") and has obtained a right-to-sue letter from the CRD. A copy of the
15 right-to-sue letter is attached hereto as Exhibit 1.

16 29. On March 20, 2024, Plaintiff filed a Labor Code Private Attorneys General Act of
17 2004 ("PAGA") claims notice with the Labor and Workforce Development Agency (LWDA) and
18 served a copy by certified U.S. mail on TEAM. The LWDA issued case number LWDA-CM-
19 1017725-24. Plaintiff's PAGA claims notice alleges that Defendants retaliated against Plaintiff by
20 terminating Duron in retaliation because Duron was a victim of GBOE's sexual harassment; made
21 protected complaints about what she believed was GBOE's unlawful conduct and sexual harassment
22 in Defendants' workplace; and Defendants believed Duron might disclose this information to a
23 government or law enforcement agency, to a person with authority over Duron or another employee
24 who has authority to investigate, discover, or correct the violations of the law in violation of Labor
25 Code sections 98.6, 1102.5, and Government Code section 12940 et al. The PAGA claims notice
26 also alleges that Defendants failed to provide meal periods to Plaintiff and other aggrieved
27 employees, and engaged in other wage and hour violations of Wage Order 7-2001 sections 3, 4, 7, 8,
28 11, 12, and 20 et al.; and pursuant to Labor Code sections including, but not limited to, sections 7,

1 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223,
2 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5,
3 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194,
4 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and
5 2802 et al. A copy of the PAGA claims notice is attached hereto as Exhibit 2.

6 30. On May 15, 2024, Plaintiff filed an amended PAGA claims notice with the LWDA
7 and served a copy by certified U.S. mail on TEAM. Plaintiff's amended PAGA claims notice added
8 allegations that Defendants failed to timely pay store staff at least minimum wage for all hours
9 worked because Defendants policy required them to perform work before clocking in; that
10 Defendants knowingly failed to keep an accurate record of the beginning and ending of all work
11 periods including meal periods and provide compliant wage statements; and unlawfully required
12 store staff use their personal cell phones for Defendants' benefit without reimbursement including
13 to clock in and out of Defendants' time keeping system. More than 65 days have passed since
14 Plaintiff filed the amended PAGA claims notice without the LWDA notifying Plaintiff that the
15 LWDA would investigate the matter. A copy of the amended PAGA claims notice is attached hereto
16 as Exhibit 3.

17 **FIRST CAUSE OF ACTION**

18 **(Whistleblower Retaliation – LC § 1102.5(b) and GC § 12940(h))**

19 **(By DURON against TEAM and DOES 1-100)**

20 31. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
21 section as though fully set forth herein.

22 32. Pursuant to Labor Code 98.6(a), "A person shall not discharge an employee or in
23 any manner discriminate, retaliate, or take any adverse action against any employee or applicant for
24 employment because the employee or applicant engaged in any conduct delineated in this chapter,
25 including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with
26 Section 1101) of Part 3 of Division 2, or because the employee or applicant for employment has
27 filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or
28 relating to their rights that are under the jurisdiction of the Labor Commissioner, made a written or

1 oral complaint that they are owed unpaid wages, or because the employee has initiated any action
2 or notice pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to
3 that section, or because of the exercise by the employee or applicant for employment on behalf of
4 themselves or others of any rights afforded them.”

5 33. Pursuant Labor Code section 1102.5(b) provides that, “An employer, or any person
6 acting on behalf of the employer, shall not retaliate against an employee for disclosing information,
7 or because the employer believes that the employee disclosed or may disclose information, to a
8 government or law enforcement agency, to a person with authority over the employee or another
9 employee who has authority to investigate, discover, or correct the violation of noncompliance, or
10 for providing information to, or testifying before, any public body conducting an investigation,
11 hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a
12 violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal
13 rule or regulation, regardless of whether disclosing the information is part of the employee’s job
14 duties.”

15 34. Pursuant to Government Code section 12940(h), it is unlawful “For any employer,
16 labor organization, employment agency, or person to discharge, expel, or otherwise discriminate
17 against any person because the person has opposed any practices forbidden under this part or
18 because the person has filed a complaint, testified, or assisted in any proceeding under this part.”

19 35. Plaintiff is a female woman. Defendants employed Plaintiff as a Sales Associate at
20 Defendants’ Soccer Post Chula Vista, California location. Defendants also employed Gboe, a male
21 Sales Associate, at the same location.

22 36. On or about May 24, 2023, Plaintiff complained orally and in writing to Defendants
23 about GBOE creating an intimidating, hostile, and offensive working environment by constantly
24 making unwelcome comments in the workplace about women and their bodies, including Plaintiff’s
25 body. GBOE often made inappropriate sexually charged comments about women during shifts
26 Plaintiff worked with GBOE. Plaintiff believed that GBOE’s comments constituted unlawful sex
27 harassment based on GBOE’s sexual desire and the sex of the women GBOE commented upon,
28 including Plaintiff. Also, at least one other female coworker was a victim of this workplace sex

1 harassment. Plaintiff never heard GBOE make similar comments about men.

2 37. Six (6) weeks later, on July 7, 2023, Defendants terminated Plaintiff. Plaintiff is
3 informed and believes that Defendants retaliated against Plaintiff by terminating Plaintiff because
4 Plaintiff was a female, who complained about sex discrimination and harassment against females.

5 38. Plaintiff is informed and believes that in taking the actions alleged herein,
6 Defendants' managing agents acted with malice, fraud and oppression, and in reckless disregard of
7 Plaintiff's rights to work in a workplace free of sex discrimination and harassment, and rights to
8 complain about sex discrimination, harassment, and what Plaintiff reasonably believed were
9 violations of laws, rules, and regulations in Plaintiff's workplace. As a direct and proximate result
10 of Defendants unlawful retaliation, Plaintiff suffered foreseeable special damages and general
11 damages in an amount according to proof.

12 39. Accordingly, Plaintiff seeks reinstatement, other injunctive relief, declaratory relief,
13 compensatory damages, punitive damages, penalties, interest, attorney fees and costs in an amount
14 to be proven at trial pursuant to Labor Code sections 98.6 and 1102.5 et al. and Government Code
15 sections 12940 et al.

16 **SECOND CAUSE OF ACTION**

17 **(Sex Discrimination – GC § 12940(a))**

18 **(By DURON against TEAM and DOES 1-100)**

19 40. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
20 section as though fully set forth herein.

21 41. Pursuant to Government Code section 12940(a), "It is an unlawful employment
22 practice, unless based upon a bona fide occupational qualification, or except where based upon
23 applicable security regulations established by the United states or the State of California: (a) For an
24 employer, because of the...sex [or] gender... of any person, to refuse to hire or employee the person
25 or to refuse to select he person for a training program leading to employment, or to bar or to
26 discharge the person from employment or from a training program leading to employment, or to
27 discriminate against the person in compensation or in terms, conditions, or privileges of
28 employment."

1 42. Plaintiff is a female woman. Defendants employed Plaintiff as a Sales Associate at
2 Defendants' Soccer Post Chula Vista, California location. Defendants also employed GBOE, a male
3 Sales Associate, at the same location.

4 43. On or about May 24, 2023, Plaintiff complained orally and in writing to Defendants
5 about GBOE creating an intimidating, hostile, and offensive working environment by constantly
6 making unwelcome comments in the workplace about women and their bodies, including Plaintiff's
7 body. GBOE often made inappropriate sexually charged comments about women during shifts
8 Plaintiff worked with GBOE. Plaintiff believed that GBOE's comments constituted unlawful sex
9 harassment based on GBOE's sexual desire and the sex of the women GBOE commented upon,
10 including Plaintiff. Also, at least one other female coworker was a victim of this workplace sex
11 harassment. Plaintiff never heard GBOE make similar comments about men.

12 44. Six (6) weeks later, on July 7, 2023, Defendants terminated Plaintiff. Plaintiff is
13 informed and believes that Defendants discriminated against Plaintiff by terminating Plaintiff
14 because Plaintiff is a female.

15 45. Plaintiff is informed and believes that before terminating Plaintiff, Defendants did
16 not conduct any investigation of Plaintiff's complaint, interview anyone, take any statements, make
17 any findings of facts, make any determinations of witness credibility, formulate any conclusions,
18 make any recommendations other than firing Plaintiff, or notify Plaintiff of any actions taken other
19 than terminating Plaintiff.

20 46. Plaintiff is further informed and believes that Defendants never disciplined Gboe
21 for engaging in sex harassment and continue to employ GBOE as of Plaintiff's filing of this lawsuit
22 because GBOE is a male and Plaintiff is a female. Further, Plaintiff is informed and believes that
23 Defendants failed to take all reasonable steps necessary to prevent the sex discrimination and
24 harassment from occurring even after Defendants' supervisors and managers heard GBOE's
25 inappropriate comments at Defendants' stores in person and through Defendants' audio and video
26 surveillance of staff at stores.

27 47. Plaintiff is informed and believes that Defendants' alleged reasons for terminating
28 Plaintiff are pretext. Plaintiff is further informed and believes that Defendants discriminated against

1 Plaintiff in the terms, conditions, and privileges of employment because Plaintiff is a female by
2 holding Plaintiff to a different standard of conduct than men, terminating Plaintiff for de minimis
3 pretextual purported reasons that Defendants did not terminate male employees for, and continuing
4 to employ male employees like GBOE who engaged in far worse misconduct in the workplace.

5 48. Plaintiff is informed and believes that in taking the actions alleged herein,
6 Defendants' managing agents acted with malice, fraud and oppression, and in reckless disregard of
7 Plaintiff's rights to work in a workplace free of sex discrimination and harassment, and rights to
8 complain about sex discrimination, harassment, and what Plaintiff reasonably believed were
9 violations of laws, rules, and regulations in Plaintiff's workplace. As a direct and proximate result
10 of Defendants unlawful retaliation, Plaintiff suffered foreseeable special damages and general
11 damages in an amount according to proof.

12 49. Accordingly, Plaintiff seeks reinstatement, other injunctive relief, declaratory relief,
13 compensatory damages, punitive damages, penalties, interest, attorney fees and costs in an amount
14 to be proven at trial pursuant to Government Code section 12940 et al.

15 **THIRD CAUSE OF ACTION**

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

17 **(By DURON against TEAM and DOES 1-100)**

18 50. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
19 section as though fully set forth herein.

20 51. Pursuant Labor Code section 98.6(a), "[a] person shall not discharge an employee
21 or in any manner discriminate, retaliate, or take any adverse action against any employee or
22 applicant for employment because the employee or applicant engaged in any conduct delineated in
23 this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5
24 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant for
25 employment has filed a bona fide complaint or claim or instituted or caused to be instituted any
26 proceeding under or relating to his or her rights that are under the jurisdiction of the Labor
27 Commissioner, made a written or oral complaint that he or she is owed unpaid wage, or because the
28 employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to

1 testify in a proceeding pursuant to that section, or because of the exercise by the employee or
2 applicant for employment on behalf of himself, herself, or others of any rights afforded to him or
3 her.”

4 52. Pursuant to Labor Code section 1102.5(b), “An employer, or any person acting on
5 behalf of the employer, shall not retaliate against an employee for disclosing information, or because
6 the employer believes that the employee disclosed or may disclose information, to a government or
7 law enforcement agency, to a person with authority over the employee or another employee who
8 has authority to investigate, discover, or correct the violation of noncompliance, or for providing
9 information to, or testifying before, any public body conducting an investigation, hearing, or inquiry,
10 if the employee has reasonable cause to believe that the information discloses a violation of state or
11 federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation,
12 regardless of whether disclosing the information is part of the employee’s job duties.”

13 53. Pursuant to Government Code section 12940(a), “It is an unlawful employment
14 practice, unless based upon a bona fide occupational qualification, or except where based upon
15 applicable security regulations established by the United states or the State of California: (a) For an
16 employer, because of the...sex [or] gender... of any person, to refuse to hire or employee the person
17 or to refuse to select he person for a training program leading to employment, or to bar or to
18 discharge the person from employment or from a training program leading to employment, or to
19 discriminate against the person in compensation or in terms, conditions, or privileges of
20 employment.”

21 54. Pursuant to Government Code section 12940(h), it is unlawful “For any employer,
22 labor organization, employment agency, or person to discharge, expel, or otherwise discriminate
23 against any person because the person has opposed any practices forbidden under this part or
24 because the person has filed a complaint, testified, or assisted in any proceeding under this part.”

25 55. Discharging an employee because the employee is a female who complained about
26 sex discrimination and harassment against women in the workplace; in retaliation because an
27 employee complained about unlawful sex harassment against females; and in retaliation for an
28 employee disclosing information that the employee reasonably believes discloses violations of laws,

1 rules, and regulations or because an employer believes the employee may disclose information that
2 discloses a violation of the law to a government agency or a person with authority to correct the
3 violation violates fundamental public policies of California and is actionable as a wrongful discharge
4 in violation of public policy.

5 56. Plaintiff is a female woman. Defendants employed Plaintiff as a Sales Associate at
6 Defendants' Soccer Post Chula Vista, California location. Defendants also employed GBOE, a male
7 Sales Associate, at the same locations.

8 57. On or about May 24, 2023, Plaintiff complained orally and in writing to Defendants
9 about GBOE creating an intimidating, hostile, and offensive working environment by constantly
10 making unwelcome comments in the workplace about women and their bodies, including Plaintiff's
11 body. GBOE often made inappropriate sexually charged comments about women during shifts
12 Plaintiff worked with GBOE. Plaintiff believed that GBOE's comments constituted unlawful sex
13 harassment based on GBOE's sexual desire and the sex of the women GBOE commented upon,
14 including Plaintiff. Also, at least one other female coworker was a victim of this workplace sex
15 harassment. Plaintiff never heard GBOE make similar comments about men.

16 58. Six (6) weeks later, on July 7, 2023, Defendants terminated Plaintiff. Plaintiff is
17 informed and believes that Defendants discriminated and retaliated against Plaintiff by terminating
18 Plaintiff because Plaintiff is a female who complained to Defendants about sex discrimination and
19 harassment against females in the workplace; and because Plaintiff disclosed violations of laws,
20 rules and regulations or Defendants believed that Plaintiff disclosed or may disclose information
21 that discloses a violation of laws, rules, and regulations to a government agency or person with
22 authority to investigate, discover, or correct the violations.

23 59. Plaintiff is informed and believes that before terminating Plaintiff, Defendants did
24 not conduct any investigation of Plaintiff's complaint, interview anyone, take any statements, make
25 any findings of facts, make any determinations of witness credibility, formulate any conclusions,
26 make any recommendations other than firing Plaintiff, or notify Plaintiff of any actions taken other
27 than terminating Plaintiff.

28 60. Plaintiff is further informed and believes that Defendants never disciplined GBOE

1 for engaging in sex harassment and continue to employ Gboe as of Plaintiff filing of this lawsuit
2 because GBOE is a male and Plaintiff is a female.

3 61. Plaintiff is informed and believes that Defendants' alleged reasons for terminating
4 Plaintiff are pretext. Plaintiff is further informed and believes that Defendants discriminated against
5 Plaintiff in terms, conditions, and privileges of employment for being a female by holding Plaintiff
6 to a different standard of conduct than men, terminating Plaintiff for de minimis pretextual purported
7 reasons that Defendants did not terminate male employees for, and continuing to employ male
8 employees like GBOE who engaged in far worse misconduct in the workplace.

9 62. Plaintiff is informed and believes that in taking the actions alleged herein,
10 Defendants' managing agents acted with malice, fraud and oppression, and in reckless disregard of
11 Plaintiff's rights to work in a workplace free of sex discrimination and harassment, and rights to
12 complain about sex discrimination, harassment, and what Plaintiff reasonably believed were
13 violations of laws, rules, and regulations in Plaintiff's workplace. As a direct and proximate result
14 of Defendants unlawful retaliation, Plaintiff suffered foreseeable special damages and general
15 damages in an amount according to proof.

16 63. Accordingly, Plaintiff seeks reinstatement, other injunctive relief, declaratory relief,
17 compensatory damages, punitive damages, penalties, interest, attorney fees and costs in an amount
18 to be proven at trial pursuant to Government Code sections 12940 and Labor Code sections 98.6
19 and 1102.5 et al.

20 **FOURTH CAUSE OF ACTION**

21 **(Sex Harassment)**

22 **(By DURON against all Defendants)**

23 64. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
24 section as though fully set forth herein.

25 65. Pursuant to Government Code section 12940(j)(1), it is unlawful for an employer or
26 their agents to discriminate against or harass employees based on sex, and an employer is
27 responsible for the harassment if the employer's agents or supervisors know of the conduct and fail
28 to take immediate corrective action.

66. GBOE, a male, regularly made unwelcome comments in the workplace based on females' sex that were so severe and pervasive that it altered the conditions of Plaintiff's employment and created an abusive, intimidating, hostile, and offensive working environment for Plaintiff who is a female.

67. Plaintiff is informed and believes that Defendants failed to take all reasonable steps necessary to prevent the sex discrimination and harassment from occurring even after Defendants' supervisors and managers heard GBOE's inappropriate comments at Defendants' stores in person and through Defendants' audio and video surveillance of staff at stores.

68. Plaintiff is informed and believes that in taking the actions alleged herein, Defendants' managing agents acted with malice, fraud and oppression, and in reckless disregard of Plaintiff's rights to work in a workplace free of sex discrimination and harassment, and rights to complain about sex discrimination, harassment, and what Plaintiff reasonably believed were violations of laws, rules, and regulations in Plaintiff's workplace. As a direct and proximate result of Defendants unlawful retaliation, Plaintiff suffered foreseeable special damages and general damages in an amount according to proof.

69. Accordingly, Plaintiff seeks reinstatement, other injunctive relief, declaratory relief, compensatory damages, punitive damages, penalties, interest, attorney fees and costs in an amount to be proven at trial pursuant to Government Code section 12940 et al.

FIFTH CAUSE OF ACTION

(Failure to Prevent Harassment Based on Sex)

(By DURON against TEAM and DOES 1-100)

70. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this section as though fully set forth herein.

71. Pursuant to Government Code section 12940(k), it is unlawful for an employer to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.

72. GBOE, a male, regularly made unwelcome comments in the workplace based on females' sex that were so severe and pervasive that it altered the conditions of Plaintiff's employment and created an abusive, intimidating, hostile, and offensive working environment for

1 Plaintiff who is a female.

2 73. Plaintiff is informed and believes that Defendants failed to take all reasonable steps
3 necessary to prevent the sex discrimination and harassment from occurring even after Defendants'
4 supervisors and managers heard GBOE's inappropriate comments at Defendants' stores in person
5 and through Defendants' audio and video surveillance of staff at stores.

6 74. Plaintiff is informed and believes that in taking the actions alleged herein,
7 Defendants' managing agents acted with malice, fraud and oppression, and in reckless disregard of
8 Plaintiff's rights to work in a workplace free of sex discrimination and harassment, and rights to
9 complain about sex discrimination, harassment, and what Plaintiff reasonably believed were
10 violations of laws, rules, and regulations in Plaintiff's workplace. As a direct and proximate result
11 of Defendants unlawful retaliation, Plaintiff suffered foreseeable special damages and general
12 damages in an amount according to proof.

13 75. Accordingly, Plaintiff seeks reinstatement, other injunctive relief, declaratory relief,
14 compensatory damages, punitive damages, penalties, interest, attorney fees and costs in an amount
15 to be proven at trial pursuant to Government Code section 12940 et al.

16 **SIXTH CAUSE OF ACTION**

17 **(Failure to Reimburse Business Expenses – LC § 2802)**

18 **(By DURON against TEAM and DOES 1-100)**

19 76. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
20 section as though fully set forth herein.

21 77. Pursuant to California Labor Code section 2802, "[a]n employer shall indemnify his
22 or her employee for all necessary expenditures or losses incurred by the employee in direct
23 consequence of the discharge of his or her duties..."

24 78. Defendants failed to indemnify Plaintiff for expenses Plaintiff incurred which were
25 necessary to complete Plaintiff's duties and for which Defendants never reimbursed Plaintiff
26 including, but not limited to, Plaintiff's personal cell phone.

27 79. Accordingly, Plaintiff seeks damages, interest, penalties, attorney fees, and costs
28 available pursuant to Labor Code section; Wage Order 7-2001 section 8; and common law.

1 **SEVENTH CAUSE OF ACTION**

2 **(Labor Code Private Attorneys General Act (PAGA) of 2004 Claims – LC § 2699)**

3 **(By DURON against TEAM and DOES 1-100)**

4 80. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
5 section as though fully set forth herein.

6 81. Labor Code section 2699 states that, “(a) Notwithstanding any other provision of
7 law, any provision of this code that provides for a civil penalty to be assessed and collected by the
8 Labor and Workforce Development Agency or any of its departments, divisions, commissions,
9 boards, agencies, or employees, for a violation of this code, may, as an alternative be recovered
10 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
11 current or former employees pursuant to the procedures specified in Section 2699.3.”

12 82. As a result of the unlawful acts alleged throughout this complaint, Plaintiff brings
13 this PAGA action for individual and non-individual claims on behalf of the State of California to
14 pursue civil penalties for Defendants’ violations of the Labor Code and Wage Orders against
15 Plaintiff and Defendants’ other retail stores staff during the statute of limitations period for failure
16 to timely pay wages, failure to provide meal periods, failure to provide compliant wage statements
17 and keep records, failure to indemnify expenses, and retaliation pursuant to Labor Code sections
18 98.6, 201, 202, 203, 204, 210, 226.3, 226.7, 256, 510, 512, 558, 1102.5, 1174.5, 1194, 1197.1, 2699,
19 2802, et al.; and Wage Order 7-2001 sections 3, 4, 7, 8, 11, 12, and 20.

20 83. Accordingly, Plaintiff seeks civil penalties, interest, attorney fees, and costs
21 pursuant to Labor Code section 2699 et al.

22 **PRAYER**

23 WHEREFORE, Plaintiff requests a jury and prays for judgment against Defendants in an
24 amount exceeding \$25,000 as follows:

- 25 1. For compensatory damages in an amount to be proven at trial;
26 2. For punitive damages in an amount to be proven at trial;
27 3. For liquidated damages in an amount to be proven at trial;
28 4. For penalties in an amount to be proven at trial;

EXHIBIT 1



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 14, 2023

Jason Whooper
1916 3rd Ave
San Diego, CA 92101

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202312-22978215
Right to Sue: Duron / TEAM 3101 RETAIL, LLC

Dear Jason Whooper:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 14, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202312-22978215

Right to Sue: Duron / TEAM 3101 RETAIL, LLC

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 14, 2023

Ilusion Duron
1916 3rd Ave
San Diego, CA 92101

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202312-22978215
Right to Sue: Duron / TEAM 3101 RETAIL, LLC

Dear Ilusion Duron:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective December 14, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Ilusion Duron

CRD No. 202312-22978215

Complainant,

vs.

TEAM 3101 RETAIL, LLC
14989 Via De La Valle
Del Mar, CA 92041

Respondents

1. Respondent **TEAM 3101 RETAIL, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Ilusion Duron**, resides in the City of **San Diego**, State of **CA**.

3. Complainant alleges that on or about **July 7, 2023**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, gender identity or expression, sexual orientation, sexual harassment- hostile environment, sexual harassment- quid pro quo.

Complainant was discriminated against because of complainant's sex/gender, gender identity or expression, sexual orientation, sexual harassment- hostile environment, sexual harassment- quid pro quo and as a result of the discrimination was terminated, laid off, denied any employment benefit or privilege, denied work opportunities or assignments.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, participated as a witness in a discrimination or harassment complaint and as a result was terminated, laid off, demoted, denied any employment benefit or privilege, denied work opportunities or assignments.

Additional Complaint Details: Plaintiff Ilusion Duron (hereinafter "Plaintiff" or "DURON") is a female woman. Defendants Team 3101 Retail, LLC (hereinafter "Defendants" or ("RETAIL") own and operate a Soccer Post retail store that sells all things soccer in the City of Chula Vista in San Diego County, California. On or about March 11, 2023, Defendants hired Plaintiff to work at Defendants' Chula Vista location as a Retail Associate. Plaintiff is informed and believes that at the time that Defendants hired Plaintiff, Defendants employed approximately 8 employees.

Plaintiff is informed and believes that Defendants hired Plaintiff's former coworker, Nuukele Gboe (a.k.a. "Nuke," and hereinafter referred to as "Gboe"), a professional soccer player, as a Sales Associate in or around April 2023 to work at the same location as Plaintiff. Plaintiff is informed and believes that Gboe is a male. Gboe, regularly made unwelcome comments in the workplace based on females' sex that were so severe and pervasive that it altered the conditions of Plaintiff's employment and created an abusive, intimidating, hostile, and offensive working environment for Plaintiff.

Gboe constantly made inappropriate sexual comments in Plaintiff's presence aloud about women who walked by and female customers in the store virtually every shift Plaintiff worked with Gboe. For example, Gboe made comments such as, "oh she's fine," "she had a big butt," "I'd wife them up," and "she is a MILF." Plaintiff is informed and believes that Gboe intended "MILF" to mean "Mother I'd Like to Fuck" or "Mom I'd Like to Fuck."

Plaintiff directly heard Gboe make these comments. Plaintiff is informed and believes that at least one of Plaintiff's female coworkers also heard Gboe make unwelcome comments that were objectifying and demeaning to women.

Gboe also made negative comments directly to Plaintiff about how short Plaintiff's height is and told Plaintiff that Gboe loves "Big Booty Latinas." Plaintiff is also informed and believes that Gboe made negative comments directly to at least one other female coworker about that coworker's body.

Gboe's unwelcome comments about women's bodies including, but not limited to, Plaintiff's body made Plaintiff feel very uncomfortable. Further, Plaintiff felt that Gboe's unwelcome verbal conduct of a sexual nature created an intimidating, hostile, or offensive work environment based on Plaintiff's sex as a woman. Plaintiff is informed and believes that Gboe made all the offensive comments specifically because of Gboe's sexual desire and the sex of the women Gboe commented about, including Plaintiff. Plaintiff never heard Gboe make similar comments about men.

Plaintiff felt too afraid to report Gboe to Defendants because among other things, Plaintiff feared retaliation. However, Plaintiff shared Gboe's conduct, Plaintiff's discomfort, and Plaintiff's fear with a male coworker, who reported the sex harassment to Defendants' store manager.

1 On or about May 24, 2023, Defendants' store manager asked Plaintiff if Plaintiff had
2 a complaint against Gboe. Plaintiff verbally complained to Defendants' store manager about
3 Gboe's conduct which Plaintiff believed was unlawful sex discrimination and harassment,
4 and the adverse effects on Plaintiff.

5 On May 24, 2023, at 3:51 pm, Plaintiff texted a summary of Plaintiff's complaint in a
6 group message to Defendants' store manager and general manager, stating:
7 "I have been having some issues with Nuke. Every interaction I've had with him has made
8 me very uncomfortable because he continuously talks about women in a negative context
9 and any customer that comes in that is female he makes a comment about their body or
10 how they look. The times I have worked with him he has made multiple comments about
11 how short I am that rubbed me the wrong way as if it was a power trip for him and when I
12 had asked him once to put something away for me that I could not reach he laughed. I know
13 he has also made comments to cookie related to her body and that she also feels the same.
14 I also think that because of his actions he is triggering another coworker, in this case Dylan,
15 to also make unwarranted comments about female customers that come in and women in
16 general which he wouldn't do before."

17 On May 24, 2023, at 6:45 pm, Defendants' general manager texted in the group
18 message a response that, "Management team will make sure this never happens again and
19 if it does we will take serious measures. Totally not acceptable and not going to be
20 tolerated."

21 Just six (6) weeks later, Defendants made sure this never happens again by
22 terminating Plaintiff on July 7, 2023.

23 Plaintiff is informed and believes that Defendants retaliated against Plaintiff by
24 terminating Plaintiff because Plaintiff is a female who complained about unlawful sex
25 discrimination and harassment against females, and disclosed, or Defendants believed
26 Plaintiff disclosed or may disclose, information that Plaintiff reasonably believed disclosed
27 violations laws, rules, and regulations to a government or law enforcement agency, to a
28 person with authority over the employee, or to another employee who has authority to
investigate, discover, or correct the violation.

Plaintiff is informed and believes that before terminating Plaintiff, Defendants did not
conduct any investigation of Plaintiff's complaint, interview anyone, take any statements,
make any findings of facts, make any determinations of witness credibility, formulate any
conclusions, make any recommendations other than firing Plaintiff, or notify Plaintiff of any
actions taken other than terminating Plaintiff.

Plaintiff is further informed and believes that Defendants never disciplined Gboe for
engaging in sex harassment and Defendants continue to employ Gboe as of the filing of this
Complaint because Gboe is a male and Plaintiff is a female.

1 Plaintiff is informed and believes that Defendants' alleged reasons for terminating
2 Plaintiff are pretext. Plaintiff is further informed and believes that Defendants discriminated
3 against Plaintiff in terms, conditions, and privileges of employment for being a female by
4 holding Plaintiff to a different standard of conduct than men and terminating Plaintiff for de
5 minimis pretextual purported reasons that Defendants did not terminate male employees for
6 and continuing to employ male employees like Gboe who engaged in far worse misconduct
7 in the workplace.

8 Plaintiff is further informed and believes that in taking the actions alleged herein,
9 Defendants' managing agents acted with malice, fraud and oppression, and in reckless
10 disregard of Plaintiff's rights to work in a workplace free of sex discrimination and
11 harassment, and rights to complain about sex discrimination, harassment, and what Plaintiff
12 reasonably believed were violations of laws, rules, and regulations in Plaintiff's workplace.

13 As a direct and proximate result of Defendants' unlawful discrimination, failure to
14 prevent harassment, and retaliation, Plaintiff suffered foreseeable special damages and
15 general damages in an amount according to proof.
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1 VERIFICATION

2 I, **Jason Whooper**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On December 14, 2023, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **San Diego, CA**
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EXHIBIT 2

March 20, 2024

UPLOADED VIA DIR WEBSITE

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
dir.ca.gov

W LAW
1916 3rd Ave
San Diego, CA 92101
Tel: (619) 432-2836
Fax: (619) 717-2111
Email: jason@wlawinc.com

Re: Ilusion Duron v. Team 3101 Retail, LLC; and Does 1-100, inclusive
PAGA Claim Notice

To Whom It May Concern:

I, Jason Whooper, of the law firm W Law, represent Plaintiff ILUSION DURON (hereinafter “Duron”), on behalf of herself and all other PAGA aggrieved employees (hereinafter collectively referred to as the “PAGA aggrieved employees”), who are either former or current employees of team 3101 RETAIL, LLC (hereinafter “Defendant”).

Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendants’ violations of the Labor Code and Wage Orders, and of our intent to recover civil penalties under the Labor Code Private Attorney General Act (“PAGA”) of 2004. The \$75 filing fee payment will be made with the filing of this PAGA notice letter.

GENERAL ALLEGATIONS

Defendant is an entity owns and operates a Soccer Post retail store. Defendant hired Duron on or about March 11, 2023, as a Retail Associate. Plaintiff is a Latina woman. Defendant hired Nuukele Gboe (“Gboe” aka “Nuke”) shortly thereafter in or around April 2023, as a Retail Associate. Gboe is a male professional soccer player. Plaintiff is informed and believes that Defendant valued potential profits from Gboe’s brand more than having a brand and company culture that values women’s safety and workplaces free of sex harassment.

Gboe regularly made unwelcome comments in Defendant’s workplace based on women’s sex and Gboe’s sexual desires. Duron is informed and believes that the comments were so severe and pervasive that it altered the conditions of Duron’s employment and created an abusive, intimidating, hostile, and offensive working environment for Duron and Duron’s coworkers. Gboe constantly made sexually charged offensive comments in Duron’s presence aloud about women who walked by and about female customers in the store virtually every shift Duron worked with Gboe.

For example, Duron directly heard Gboe make statements such as, “oh she’s fine,” “she had a big butt,” “I’d wife them up,” and “she is a MILF.” Duron is informed and believes that Gboe intended “MILF” to mean “Mother I’d Like to Fuck” or “Mom I’d Like to Fuck.” Duron is also informed and believes that at least one other female coworker also heard Gboe make those or those types of misogynistic, objectifying, demeaning comments. Gboe also directly told Duron about how short Duron was and Duron is informed and believes that Gboe commented to at least

one other female coworker about that other coworker's body. Finally, on one occasion Gboe said directly to Duron, who is a Latina, "I LOVE BIG BOOTY LATINAS."

Duron is informed and believes Gboe engaged in his conduct because of Gboe's sexual desire for those women, and because of their sex as women, including with respect to Duron. Duron never saw or heard Gboe talk about or treat men like that at work. Initially, Duron could not report Gboe because she felt too scared that Defendant would retaliate against Duron, including perhaps fire Duron, to protect Defendant's prized professional soccer player.

On or about May 24, 2023, Duron complained about Gboe's conduct to Defendant after a male coworker reported Duron's predicament to Defendant and Defendant's store manager asked Duron about the situation. Duron also texted a detailed sexual harassment complaint about Gboe to Defendant's store manager and general manager at 3:51pm on May 24, 2023. Duron had reasonable cause to believe that she was reporting unsafe working conditions with sex harassment in the workplace which constituted violations or noncompliance with laws, rules, and regulations. Defendant's general manager responded that the "Management team will make sure this never happens again and if it does we will take serious measures. Totally not acceptable and not going to be tolerated."

Duron is informed and believes that on July 7, 2023, Defendant made sure it never happened again by terminating Duron in retaliation because Duron was a victim of Gboe's sexual harassment; made protected complaints about what she believed was Gboe's unlawful conduct and sexual harassment in Defendant's workplace; and Defendant believed Duron might disclose this information to a government or law enforcement agency, to a person with authority over Duron or another employee who has authority to investigate, discover, or correct the violations of the law in violation of Labor Code sections 98.6, 1102.5, and Government Code section 12940 et al. Defendant made Duron's fears come true.

Further, Duron is informed and believes that Defendant engaged in wage and hour violations including, but not limited to, failing to provide Duron breaks, such as 30-minute off duty uninterrupted meal periods before working a period exceeding 5 hours.

Duron is informed and believes that Defendant may have engaged in Labor Code and Wage Orders violations against all of Defendant's PAGA aggrieved employees in California which were like the violations against Duron described above. Duron is also informed and believes that Defendant engaged in different wage and hour violations of the Labor Code and Wage Orders that Duron did not suffer.

Duron is informed and believe that Defendant's violations were all knowing and willful in disregard of the Labor Code and Wage Orders. Accordingly, Plaintiffs are entitled to recovery of civil penalties pursuant to various regulations and statutes including, but not limited to, the Wage Orders and Wage Order 7-2001 sections 3, 4, 7, 8, 11, 12, and 20 et al.; and pursuant to Labor Code sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

REQUEST TO THE LWDA

Accordingly, Duron respectfully requests that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the violations described or authorize Duron to do so on behalf of the State of California. If the LWDA declines to pursue enforcement, Duron intends to litigate the PAGA claim with a Superior Court action on Duron's own behalf for individual claims and in a representative capacity on behalf of California for all PAGA aggrieved employees' representative claims within the statute of limitations period, for civil penalties pursuant to various regulations and statutes including, but not limited to, the Wage Orders and Wage Order 7-2001 sections 3, 4, 7, 8, 11, 12, and 20 et al.; and pursuant to Labor Code sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

If you have any questions or concerns regarding the above, please do not hesitate to contact my office. Thank you for your attention to this matter.

Sincerely,



Jason Whooper

cc:

SENT VIA CERTIFIED U.S. MAIL

Team 3101 Retail, LLC
C/o PJ Marcus Novack
Seltzer Caplan McMahon Vitek
750 B Street #2100
San Diego, CA 92101

EXHIBIT 3

May 15, 2024

UPLOADED VIA DIR WEBSITE

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
dir.ca.gov

W LAW
1916 3rd Ave
San Diego, CA 92101
Tel: (619) 432-2836
Fax: (619) 717-2111
Email: jason@wlawinc.com

**Re: Ilusion Duron v. Team 3101 Retail, LLC; and Does 1-100, inclusive
Amended PAGA Claim Notice Case No.: LWDA-CM-1017725-24**

To Whom It May Concern:

I, Jason Whooper, of the law firm W Law, represent Plaintiff ILUSION DURON (hereinafter “Duron”), on behalf of herself and all other PAGA aggrieved employees (hereinafter collectively referred to as the “PAGA aggrieved employees”), who are either former or current employees of team 3101 RETAIL, LLC and DOES 1-100, inclusive (hereinafter “Defendant”).

Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendants’ violations of the Labor Code and Wage Orders, and of our intent to recover civil penalties under the Labor Code Private Attorney General Act (“PAGA”) of 2004.

GENERAL ALLEGATIONS

Defendant owns and operates a Soccer Post retail store (the “Store”). Defendant hired Duron on or about March 11, 2023, as a Retail Associate. Plaintiff is a Latina woman. Defendant hired Nuukele Gboe (“Gboe” aka “Nuke”) shortly thereafter in or around April 2023, as a Retail Associate. Gboe is a male professional soccer player. Plaintiff is informed and believes that Defendant valued potential profits from Gboe’s brand more than having a brand and company culture that values women’s safety and workplaces free of sex harassment.

Gboe regularly made unwelcome comments in Defendant’s workplace based on women’s sex and Gboe’s sexual desires. Duron is informed and believes that the comments were so severe and pervasive that it altered the conditions of Duron’s employment and created an abusive, intimidating, hostile, and offensive working environment for Duron and Duron’s coworkers. Gboe constantly made sexually charged offensive comments in Duron’s presence aloud about women who walked by and about female customers in the store virtually every shift Duron worked with Gboe.

For example, Duron directly heard Gboe make statements such as, “oh she’s fine,” “she had a big butt,” “I’d wife them up,” and “she is a MILF.” Duron is informed and believes that Gboe intended “MILF” to mean “Mother I’d Like to Fuck” or “Mom I’d Like to Fuck.” Duron is also informed and believes that at least one other female coworker also heard Gboe make those or those types of misogynistic, objectifying, demeaning comments. Gboe also directly told Duron about how short Duron was and Duron is informed and believes that Gboe commented to at least one other female coworker about that other coworker’s body. Finally, on one occasion Gboe said directly to Duron, who is a Latina, “I LOVE BIG BOOTY LATINAS.”

Duron is informed and believes Gboe engaged in his conduct because of Gboe's sexual desire for those women, and because of their sex as women, including with respect to Duron. Duron never saw or heard Gboe talk about or treat men like that at work. Initially, Duron could not report Gboe because she felt too scared that Defendant would retaliate against Duron, including perhaps fire Duron, to protect Defendant's prized professional soccer player.

On or about May 24, 2023, Duron complained about Gboe's conduct to Defendant after a male coworker reported Duron's predicament to Defendant and Defendant's store manager asked Duron about the situation. Duron also texted a detailed sexual harassment complaint about Gboe to Defendant's store manager and general manager at 3:51pm on May 24, 2023. Duron had reasonable cause to believe that she was reporting unsafe working conditions with sex harassment in the workplace which constituted violations or noncompliance with laws, rules, and regulations. Defendant's general manager responded that the "Management team will make sure this never happens again and if it does we will take serious measures. Totally not acceptable and not going to be tolerated."

Duron is informed and believes that on July 7, 2023, Defendant made sure it never happened again by terminating Duron in retaliation because Duron was a victim of Gboe's sexual harassment; made protected complaints about what she believed was Gboe's unlawful conduct and sexual harassment in Defendant's workplace; and Defendant believed Duron might disclose this information to a government or law enforcement agency, to a person with authority over Duron or another employee who has authority to investigate, discover, or correct the violations of the law in violation of Labor Code sections 98.6, 1102.5, and Government Code section 12940 et al. Defendant made Duron's fears come true.

Further, Duron is informed and believes that Defendant engaged in wage and hour violations including, but not limited to, failing to provide Duron breaks, such as 30-minute off duty uninterrupted meal periods before working a period exceeding 5 hours. Defendant failed to provide breaks especially during the time period when Defendant was opening their new store in Chula Vista, California, and Defendant required its employees to work longer hours. Duron is also informed and believes that Defendant may not have timely paid its current and former employees 1 hour of additional regular rate wages for each workday with a missed meal period and each workday with a missed rest period. Duron is informed and believes that this violated Labor Code sections 203, 204, 210, 226.7, 512 et al., and the Wage Orders.

Duron is also informed and believes that Defendant failed to timely pay its current and former employees at least minimum wage for all hours work by implementing Defendant's written policies and procedures for opening the Store which required Defendant's employees to perform work for Defendant off the clock before clocking into Defendant's employee time keeping system as follows:

"Before entering the store, check entrance for litter or debris. Discard/clear if necessary. Unlock the door, secure your key. Turn off alarm. Relock door. Turn on all lights. Place personal items such as bag, coat, lunch, etc. in back. (Please do not store any personal items behind the register.) Turn on computer and open Lightspeed on Firefox browser -

Login to Lightspeed 1. Clock in using your pin, upper left of screen..."

Duron is informed and believes that this violated Labor Code sections 203, 204, 210, 256, 558, 1194, 1194.2, 1197.1, et al., and the Wage Orders.

As a result of the above, Duron is informed and believes that Defendant also knowingly and intentionally failed to keep an accurate record of the beginning and ending of all work periods including meal periods and provide compliant wage statements, which among other noncompliance did not include an accurate record of hours worked. Duron is informed and believes that this violated Labor Code sections 226, 226.3, 1174, 1174.5, 1198.5 et al., and the Wage Orders.

Defendant also required Duron and its other employees to bring to work and use their own personal cell phones at the Store for Defendant's benefit. Defendant trained and required Duron and other employees to clock in and out of Defendant's time keeping system using their own personal cell phones. Defendant did not provide its employees cell phones, pay for the employees' cell phone service plans, give employees an alternative method to track time, or reimburse these necessary business expenses that the employees incurred for Defendant's benefit. Duron is informed and believes that this violated Labor Code sections 2802 et al, and the Wage Orders.

Duron is informed and believes that Defendant engaged in Labor Code and Wage Orders violations against all of Defendant's PAGA aggrieved employees in California in the same ways Defendant engaged in violations against Duron described above. Duron is also informed and believes that Defendant engaged in additional different wage and hour violations of the Labor Code and Wage Orders against PAGA aggrieved employees in California.

Duron is informed and believe that Defendant's violations were all knowing and intentionally in disregard of the Labor Code and Wage Orders. Accordingly, Plaintiffs are entitled to recovery of civil penalties pursuant to various regulations and statutes including, but not limited to, the Wage Orders and Wage Order 7-2001 sections 3, 4, 7, 8, 11, 12, and 20 et al.; and pursuant to Labor Code sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

REQUEST TO THE LWDA

Accordingly, Duron respectfully requests that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the violations described or authorize Duron to do so on behalf of the State of California. If the LWDA declines to pursue enforcement, Duron intends to litigate the PAGA claim with a Superior Court action on Duron's own behalf for individual claims and in a representative capacity on behalf of California for all PAGA aggrieved employees' representative claims within the statute of limitations period, for civil penalties pursuant to various regulations and statutes including, but not limited to, the Wage Orders and Wage Order 7-2001 sections 3, 4, 7, 8, 11, 12, and 20 et al.; and pursuant to Labor Code sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3,

226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

If you have any questions or concerns regarding the above, please do not hesitate to contact my office. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Whooper', with a stylized flourish at the end.

Jason Whooper

cc:

SENT VIA CERTIFIED U.S. MAIL

Team 3101 Retail, LLC
C/o PJ Marcus Novack
Seltzer Caplan McMahon Vitek
750 B Street #2100
San Diego, CA 92101