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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

SABRINA CHIN, an individual, and in her
representative capacity on behalf of the State of
California, and other aggrieved employees,

Plaintiff,

vs.

TITAN MANAGEMENT GROUP, LLC, a
California Limited Liability Company; and
DOES 1 through 15, inclusive,

Defendants.

Case No. CGC-24-615976

**DECLARATION OF HARRIS EMRAN,
ESQ. IN SUPPORT OF PLAINTIFF'S
REQUEST FOR DISMISSAL OF
ENTIRE ACTION**

*[Filed concurrently with Notice of Motion
And Motion Requesting Dismissal Of Entire
Action; Memorandum Of Points And
Authorities In Support Of Plaintiff's Request
For Dismissal Of Entire Action; and
[Proposed] Order Dismissing Entire Action]*

Hearing Date: April 14, 2025
Time: 9:00 a.m.
Dept: 302
Hon. Joseph M. Quinn

Complaint Filed: June 27, 2024
Trial Date: not set

I, Harris Emran, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of Emran Law Firm (hereinafter "Counsel"). I am counsel of record for Plaintiff Sabrina Chin ("Plaintiff") in this matter.

2. Plaintiff, by and through her counsel of record respectfully request that this Court dismiss 1) Plaintiffs’ representative PAGA claim, ***without prejudice***, 2) Plaintiffs’ individual PAGA claim, ***with prejudice***, and 3) Plaintiffs’ individual wage and hour claims ***with prejudice***.

3. On April 22, 2024, Plaintiff, by and through her counsel, provided the Labor Workforce and Development Agency (“LWDA”) written notice by online filing and Defendants via certified mailing of specific provisions of Lab. Code §§ 2699 et seq. alleged to be violated including the facts and theories to support the alleged violation (the “PAGA Notice”). See Exhibit A.

4. On June 27, 2024, after the LWDA declined to investigate Plaintiff’s alleged violations, Plaintiff brought an individual wage and hour and representative PAGA claim against Defendant TITAN MANAGEMENT GROUP, LLC, and DOES 1-15 (“Defendants”) alleging thirteen causes of action (1) for failure to provide rest periods (2) for failure to provide meal periods, (3) for failure to pay minimum wages (4) for failure to pay overtime wages, (5) for failure to reimburse business expenses, (6) for failure to pay wages when due, (7) for failure to pay wages upon termination, (8) for failure to provide accurate, itemized wage statements, (9) for gender discrimination – disparate treatment, (10) for failure to prevent discrimination, (11) for wage discrimination based on gender, (12) for wrongful termination in violation of public policy, and (13) for recovery of civil penalties under the Labor Code Private Attorneys General Act (Cal. Lab. Code § 2698, et. seq.). See Exhibit B.

5. Between October 2024, and January 2025, the parties engaged in settlement negotiations, exchanged evidence including e-mails, timecards, payroll records, discussed case facts, conducted discovery and explored mediation in an effort to resolve the claims. Defendants challenged Plaintiff’s standing as a PAGA representative because of her status as an exempt employee within the last year of her employment. Defendants additionally provided evidence that they maintained compliant written policies related to Plaintiff’s claims. After meeting and conferring, the parties agreed to settle Plaintiff’s individual claims only and dismiss the PAGA representative claim without prejudice. A copy of the Confidential Settlement Agreement and General Mutual Release, releasing Plaintiff’s individual claims only, is attached hereto as Exhibit C for the Court’s review and approval.

6. Although Plaintiff will receive consideration in exchange for her dismissal, *with* prejudice, of her individual wage and hour claims and individual PAGA claim, Plaintiff did not and will not receive consideration for the dismissal of the representative PAGA claim. The Parties Settlement Agreement does not purport to release any PAGA claims on behalf of the State of California, the LWDA, or any Aggrieved Employees.

7. No notice to any allegedly aggrieved employees Plaintiff purports to represent has been provided. Accordingly, the Court may dismiss the Action without notice to any purported aggrieved employees if the Court finds that the dismissal will not prejudice them.

8. No prejudice will result to any allegedly aggrieved employee or the State of California in the absence of notice. No consideration, direct or indirect, is being given for the dismissal of the representative claims, without prejudice.

9. On March 18, 2025, my office provided the LWDA with a copy of the proposed settlement for Plaintiff's individual claims. A copy of the confirmation of Submission of Proposed Settlement is attached hereto as Exhibit D.

10. At the same time of this filing, my office provided the LWDA with notice of this Request for Dismissal hearing by submitting a copy of this motion and all corresponding documents to the LWDA website. A copy of this submission is attached hereto as Exhibit E.

11. Plaintiff's individual Settlement Payment is fair and reasonable considering the probability of recovery in this matter and merits of Plaintiff's individual claims. Both Parties' counsel have extensive experience in employment and wage and hour litigation and conducted an extensive investigation of the factual allegations involved in this case. Each side has apprised the other, informally of their respective factual contentions, legal theories and defenses, resulting in extensive arms-length negotiations taking place among the Parties.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of March 2025, at San Francisco, California.

By: Harris Emran
Harris Emran
Attorney for Plaintiff

EXHIBIT A



Emran Law Firm

415 Mission Street, 37th Floor
San Francisco, CA 94105

April 22, 2024

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

TITAN MANAGEMENT GROUP LLC

PO Box 805

Burlingame, CA 94011

Sent via Certified Mail and Return Receipt

Re: Notice of Violations of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 515, 558, 1174.5, 1194, 1197.1, 1198, 1199, 2802, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

To Whom It May Concern:

Our office represents Plaintiff Sabrina Chin (“Ms. Chin” or “Plaintiff”) and other aggrieved employees in a proposed lawsuit against Titan Management Group LLC, a California limited liability company, and DOES 1-15 (collectively “Defendants”). Defendants employed Plaintiff in California between approximately March 2019 to December 2023 as a non-exempt employee paid an hourly rate and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all missed meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages and did not fully reimburse employees for business expenses.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to him, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor

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Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 515, 558, 1174.5, 1194, 1197.1, 1198, 1199, 2802, and violates the applicable Industrial Welfare Commission Wage Order(s) and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendants in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice, including any amendments to named representatives. Consequently, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. Plaintiff additionally reserves the right to name additional representatives throughout the State of California as such individuals become known.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all aggrieved California employees.



Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

EMRAN LAW FIRM

Harris Emran

Harris Emran, Esq.

Enclosure (1)



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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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SABRINA CHIN, an individual, and in her
representative capacity on behalf of the State of
California and other Aggrieved Employees,

Plaintiff,

vs.

TITAN MANAGEMENT GROUP LLC, a
California limited liability company, and DOES
1-15,

Defendants.

Case No.

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF SABRINA CHIN ("PLAINTIFF"), an individual, and in her representative capacity on behalf of the State of California and other AGGRIEVED EMPLOYEES, defined below, against DEFENDANT TITAN MANAGEMENT GROUP LLC, a California limited liability company, and DOES 1-15 ("Defendant DOES") (collectively "DEFENDANTS"), alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

I. INTRODUCTION

1. PLAINTIFF brings this action as an individual against DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. PLAINTIFF brings the representative action in her representative capacity pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of the State of California and other AGGRIEVED EMPLOYEES of DEFENDANTS in California for engaging in a pattern and practice of wage and hour violations under the California Labor Code. Plaintiff seeks recovery of all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

4. DEFENDANTS' systematic pattern of wage and hour and IWC Wage Order violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter alia*:

- a. Failure to provide rest periods;
- b. Failure to provide meal periods;
- c. Failure to pay minimum wages;
- d. Failure to pay overtime wages;
- e. Failure to reimburse for required business expenses;
- f. Failure to pay wages when due;
- g. Failure to timely pay wages upon termination of employment;
- h. Failure to provide accurate, itemized, wage statements.

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

II. PARTIES

6. PLAINTIFF SABRINA CHIN (“PLAINTIFF”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in Alameda County.

7. DEFENDANT TITAN MANAGEMENT GROUP LLC, a California limited liability company, registered with the California Secretary of State as file No. 200900210341, that

1 at all relevant times mentioned herein conducted and continues to conduct substantial and regular
2 business throughout California.

3 8. Defendant DOES 1-15 (“Defendant DOES”) are persons and/or entities that at all
4 relevant times mentioned herein conducted and continue to conduct substantial and regular business
5 throughout California.

6 9. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
7 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
8 associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently unknown to
9 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
10 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
11 names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is
12 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS
13 named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively
14 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
15 that proximately caused the injuries and damages hereinafter alleged.

16 10. DEFENDANTS own, operate, and/or manage residential property management
17 services in the San Francisco area.

18 11. DEFENDANTS employed PLAINTIFF between approximately March 2019, and
19 March 2020, as a Resident Services Coordinator in Oakland, California. DEFENDANTS employed
20 PLAINTIFF again as the Operations Manager between September 2020 and September 2022 in San
21 Francisco, California. DEFENDANTS employed PLAINTIFF as the Interim General Manager
22 between September 2022 and December 2023.

23 **III. JOINT EMPLOYER AND PAGA**

24 12. PLAINTIFF brings this action as an individual and in her representative capacity on
25 behalf of the State of California and on behalf of all non-union individuals who are or previously
26 were employed by DEFENDANTS in California who suffered one or more Labor Code violations
27 enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who
28 worked for DEFENDANTS between April 19, 2023, and the present (“PAGA PERIOD”).

1 13. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
2 § 2699(c) because she was employed by DEFENDANTS and suffered one or more of the alleged
3 Labor Code violations committed by DEFENDANTS.

4 14. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
5 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
6 and the applicable Industrial Welfare Commission Wage Order.

7 15. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
8 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
9 2699(a).)

10 16. Section 558 of the California Labor Code provides that “any employer *or other*
11 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
12 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
13 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

14 17. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
15 acting either individually or as an officer, agent, or employee of another person, who pays or causes
16 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
17 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

18 18. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
19 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
20 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
21 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
22 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
23 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
24 Cal.App.4th 1112, 1145-1146.

25 19. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and
26 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
27 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
28 caused the complaints, injuries, and damages alleged herein.

1 20. At all relevant times, each DEFENDANT, whether named or fictitious, was the
2 agent, employee, or other person acting on behalf of each other DEFENDANT, and, in participating
3 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
4 ratified the acts of the other.

5 21. Each DEFENDANT, whether named or fictitious, exercised control over
6 PLAINTIFF'S wages, working hours, and/or working conditions.

7 22. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
8 this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan, or
9 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

10 **IV. JURISDICTION AND VENUE**

11 23. This Court has jurisdiction over this Action pursuant to the California Code of Civil
12 Procedure, Section 410.10.

13 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,
14 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and
15 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in
16 this County, and (ii) committed the wrongful conduct herein alleged in this County against
17 PLAINTIFF.

18 **V. FACTUAL ALLEGATIONS**

19 A. Rest Period Violations

20 25. From time-to-time, PLAINTIFF and other AGGRIEVED EMPLOYEES were
21 required to work in excess of four (4) hours without being provided ten (10) minute rest periods as
22 a result of DEFENDANTS' policies and practices.

23 26. PLANITIFF and other AGGRIEVED EMPLOYEES, from time to time were
24 required to work in excess of eight (8) hours or more, without being provided a second ten (10)
25 minute rest period for the same reasons.

26 27. As a result of addressing resident concerns, impromptu meetings, and the nature and
27 constraints of their job duties, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time
28 to time, denied ten-minute rest periods.

1 28. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
2 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
3 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

4 29. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
5 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
6 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
7 employee's regular rate of compensation for each workday the rest period is not provided. During
8 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required
9 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying
10 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
11 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
12 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
13 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

14 B. Meal Period Violations

15 30. From time to time, DEFENDANTS required PLANITIFF and other AGGRIEVED
16 EMPLOYEES to work during the meal break during what was supposed to be AGGRIEVED
17 EMPLOYEES' off-duty meal break due to DEFENDANTS' policies and practices.

18 31. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
19 required to provide meal periods of not less than thirty (30) minutes to PLANITIFF and other
20 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
21 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
22 employee's regular rate of compensation.

23 32. From time to time, DEFENDANTS required PLANITIFF and other AGGRIEVED
24 EMPLOYEES to work during the meal break during what was scheduled to be an off-duty meal
25 break. Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were interrupted during
26 their meal periods. As a result, PLANITIFF and other AGGRIEVED EMPLOYEES forfeited their
27 meal periods without compensation at the applicable wage and rates. DEFENDANTS had and may
28 continue to practice, a uniform policy to not spay PLANITIFF and other AGGRIEVED

1 EMPLOYEES meal periods.

2 33. Due to the nature and constraints of their position and as a result of DEFENDANTS'
3 policies and practices, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time
4 unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their
5 meal period.

6 34. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to perform work
7 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a
8 meal break. The nature of the work performed by AGGRIEVED EMPLOYEES do not qualify for
9 limited and narrowly construed "on-duty" meal period exception. AGGRIEVED EMPLOYEES
10 therefore forfeited meal breaks without additional compensation and in accordance with
11 DEFENDANTS' policies and practices.

12 C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

13 35. During PLAINTIFF'S employment, DEFENDANTS from time to time failed to
14 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

15 36. DEFENDANTS failed to maintain an accurate time-keeping system for PLAINTIFF
16 and AGGRIEVED EMPLOYEES which resulted in PLAINTIFF and other AGGRIEVED
17 EMPLOYEES performing work that was not properly compensated. DEFENDANTS failed to pay
18 PLAINTIFF and other AGGRIEVED EMPLOYEES all necessary wages for attending and
19 performing work at DEFENDANTS' direction, request, and benefit.

20 37. DEFENDANTS directed and directly benefited from the uncompensated off-the-
21 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

22 38. DEFENDANTS controlled the work schedules, duties, protocols, applications,
23 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

24 39. DEFENDANTS were able to track the amount of time PLAINTIFF and other
25 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,
26 and pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the
27 work they performed, including during off-the-clock work.

28 40. For a portion of PLAINTIFF'S employment, her and other AGGRIEVED

1 EMPLOYEES were non-exempt employees, subject to the requirements of the California Labor
2 Code.

3 41. DEFENDANTS' policies and practices deprived PLAINTIFF and other
4 AGGRIEVED EMPLOYEES of all regular wages and from time to time, overtime wages owed for
5 the off-the-clock work activities.

6 42. DEFENDANTS knew or should have known that PLAINTIFF and other
7 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

8 43. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
9 them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while
10 off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and other
11 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law.

12 44. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
13 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
14 did not maintain accurate payroll and timekeeping records.

15 D. Unreimbursed Business Expenses

16 45. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
17 EMPLOYEES for expenses incurred as a direct consequence of discharging work duties.

18 46. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
19 use their personal cell phones in the discharge of their work duties. DEFENDANTS additionally
20 expected PLAINTIFF to perform work over the weekends from home.

21 47. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
22 use personal cell phones and home internet to discharge work duties but failed to reimburse
23 PLAINTIFF and other AGGRIEVED EMPLOYEES for the use or cost of their cell phones and
24 home internet bills.

25 48. DEFENDANTS shifted the costs associated with running a business onto
26 PLAINTIFF and other AGGRIEVED EMPLOYEES.

27 E. Failure to Provide Accurate, Itemized, Wage Statements

28 49. California Labor Code Section 226 requires an employer to furnish its employees an

1 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
2 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
3 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
4 employee and only the last four digits of the employee's social security number or an employee
5 identification number other than a social security number, (8) the name and address of the legal
6 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee.

8 50. During PLAINTIFF'S employment and during the PAGA period, when PLAINTIFF
9 and other AGGRIEVED EMPLOYEES were not paid meal and rest period premiums or were not
10 paid for all hours worked, DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED
11 EMPLOYEES with complete and accurate wage statements. DEFENDANTS' paystubs failed to
12 show, among other things, the total hours worked and all applicable hourly rates in effect during the
13 pay period and the corresponding amount of time worked at each hourly rate, correct rates of pay
14 for penalty payments or missed meal and rest periods.

15 51. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
16 and provide wage statements that comply with Cal. Lab. Code § 226.

17 52. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
18 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
19 from the wage statement alone the applicable hourly rate and the corresponding number of hours
20 worked at the applicable hourly rate for this remuneration.

21 53. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
22 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
23 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
24 due to clerical or inadvertent mistake.

25 F. Violations for Untimely Payment of Wages

26 54. Pursuant to California Labor Code section 204, PLAINTIFF and other
27 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
28 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment

1 of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium
2 wages, and rest period premium wages within permissible time period and on days designated in
3 advance by the employer as a regular payday.

4 G. Defendant's Gender Discrimination and Violation of California Equal Pay Act

5 55. At all times relevant herein, DEFENDANT TITAN MANAGEMENT GROUP, LLC
6 was an employer subject to all applicable statutes.

7 56. In September 2022, DEFENDANTS promoted PLAINTIFF from Operations
8 Manager to Interim General Manager of the Condominium Plaintiff worked at. When
9 DEFENDANTS promoted PLAINTIFF, they represented that this was an interim title with the
10 opportunity for this position to become permanent if she was the right fit. PLAINTIFF hoped
11 DEFENDANTS would promote her after a typical 90-day probationary period.

12 57. DEFENDANTS paid the previous General Manager, a male, an annual salary of
13 \$120,000.00 salary. When DEFENDANTS promoted PLAINTIFF, they paid her an annual salary
14 of \$78,000.00. When PLAINTIFF asked for compensation similar to her male counterpart,
15 DEFENDANTS had the Condominium's Homeowners Association provide a \$1,000.00 monthly
16 "bonus."

17 58. When PLAINTIFF asked about receiving similar compensation to her previous male
18 counterpart, DEFENDANTS informed PLAINTIFF the compensation was only temporary and
19 placed blame with the Condominium's Homeowners Association. DEFENDANTS told
20 PLAINTIFF the condo's Homeowners Association's Board needed to approve her salary.
21 However, when PLAINTIFF asked the Homeowners Association Board's about her compensation,
22 they directed PLAINTIFF to speak with her supervisor about the permanent position.

23 59. Although PLAINTIFF did not have prior experience acting as a General Manager,
24 she enrolled in courses to obtain her Certified Agile Service Manager (CASM) certification. During
25 the entire time PLAINTIFF acted as an "interim" General Manager, she performed all the duties of
26 her previous male counterpart.

1 60. After acting as the “interim” General Manager for 6-months, PLAINTIFF again
2 asked DEFENDANTS about her compensation. However, DEFENDANTS continued to tell
3 PLAINTIFF to be patient, and place blame on the Condominium’s Homeowners Association.

4 61. Relying on DEFENDANTS’ representations, PLAINTIFF continued her
5 employment hoping for her permanent designation as General Manager.

6 62. DEFENDANTS have engaged in and perpetuated discriminatory practices regarding
7 pay and other terms and conditions of employment which negatively affected and impacted
8 PLAINTIFF.

9 63. These discriminatory practices began when DEFENDANTS “promoted”
10 PLAINTIFF from Operations Manager to Interim General Manager. However, DEFENDANTS
11 offered PLAINTIFF significantly lower compensation than her male counterparts.

12 64. DEFENDANTS continued to provide conflicting answers to PLAINTIFF or told her
13 to be patient until she was forced to resign from her position in December 2023.

14 65. DEFENDANTS knowingly created intolerable working conditions such that a
15 reasonable person in PLAINTIFF’S position would have no reasonable alternative except to resign.

16 66. DEFENDANTS’ failure to take effective remedial measures forced PLAINTIFF to
17 resign in December 2023. Ultimately, PLAINTIFF’S battle to make it a safe place for her to work
18 came at a great cost to PLAINTIFF.

19 67. On April 17, 2024, Plaintiff filed a timely charge with the California Department of
20 Fair Employment and Housing and was issues a Right-to-Sue notice to bring a civil action against
21 DEFENDANTS based on the charges described herein.

22
23 **VI. CAUSES OF ACTION**

24 **FIRST CAUSE OF ACTION**

25 For Failure to Provide Rest Periods
26 (Cal. Lab. Code §§ 226.7 & 512)
 (Plaintiff Against All DEFENDANTS)

27 68. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
28 every allegation set forth above.

69. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order. These laws and regulations further entitle employees to be paid one additional hour of pay at their regular rate of compensation for each day of denied rest period.

70. PLAINTIFF was required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied her first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in lieu thereof.

71. As a result of the work schedules and staffing practices by DEFENDANTS, PLAINTIFF was denied her proper rest periods by DEFENDANTS and DEFENDANTS' managers.

72. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

73. As a proximate result of the aforementioned violations, PLAINTIFF has been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SECOND CAUSE OF ACTION

**For Failure to Provide Meal Periods
(Cal. Lab. Code §§ 226.7 & 512)
(Plaintiff Against All DEFENDANTS)**

74. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

75. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require DEFENDANTS to provide employees with all meal periods specified in the applicable Wage Order. These laws and regulations further entitle employees to be paid one additional hour of pay at their regular rate of compensation for each day of denied meal period.

1 76. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
2 PLAINTIFF as required by the applicable Wage Order and Labor Code. The nature of the work
3 performed by PLAINTIFF did not prevent their employees from being relieved of all of their duties
4 for the legally required off-duty meal periods. As a result of DEFENDANTS' policies and practices,
5 PLAINTIFF was not fully relieved of duty by DEFENDANT for their meal periods on occasion.

6 77. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
7 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
8 period, in accordance with the applicable Wage Order, one additional hour of compensation at each
9 employee's regular rate of pay for each workday that a meal period was not provided.

10 78. As a proximate result of the aforementioned violations, PLAINTIFF has been
11 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
12 penalties, expenses and costs of suit.

13 79. As a proximate result of the aforementioned violations, PLAINTIFF has been
14 damaged in an amount according to proof at trial, and seeks all wages earned and due, interest,
15 penalties, expenses and costs of suit.

16 **THIRD CAUSE OF ACTION**

17 For Failure to Pay Minimum Wages
18 (Cal. Lab. Code § 1194, 1197& 1197.1, 218.5, 218.6)
 (Plaintiff Against All DEFENDANTS)

19 80. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
20 every allegation set forth above.

21 81. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
22 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
23 failure to accurately calculate and pay minimum wages to PLAINTIFF.

24 82. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
25 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.
26 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
27 the unpaid minimum wages according to proof at trial.

28 83. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without

1 regard to the correct amount of time worked. As set forth herein, DEFENDANTS' uniform policy
2 and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFF for all
3 hours worked and therefore did not receive minimum wage for all hours worked as required by Cal.
4 Lab. Code § 1197.

5 84. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
6 without limitation, as a result of implementing a uniform policy and practice that denied accurate
7 compensation to PLAINTIFF in regard to minimum wages.

8 85. In committing these violations of the California Labor Code, DEFENDANTS failed
9 to calculate the amount of time worked and consequently underpaid the actual time worked by
10 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
11 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
12 requirements and other applicable laws and regulations.

13 86. PLAINTIFF was paid less for time worked than she was entitled to, constituting a
14 failure to pay all earned wages.

15 87. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
16 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
17 enjoyment of wages and lost interest on such wages all to her damage in amounts in amounts which
18 are presently unknown to her, and which will be ascertained according to proof at trial.

19 88. DEFENDANTS knew or should have known that PLAINTIFF was under-
20 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
21 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform
22 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
23 by refusing to pay PLAINTIFF the correct wages for their time worked.

24 89. DEFENDANTS maintained a uniform wage practice of not only paying PLAINTIFF
25 without regard to the correct amount of time worked by PLAINTIFF. DEFENDANTS' uniform
26 policy and practice was to unlawfully and intentionally deny accurate and full payment of wages
27 due to PLAINTIFF.

28 90. In performing the acts and practices herein alleged in violation of California labor

1 laws, and refusing to compensate PLAINTIFF for all time worked and provide her with the requisite
2 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
3 maliciously toward PLAINTIFF with a conscious disregard for their legal rights, or the
4 consequences to her, and with the intent of depriving her of their property and legal rights, and
5 otherwise causing her injury in order to increase company profits at the expense of this employee.

6 91. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof,
7 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
8 in a sum as provided by the California Labor Code and/or other applicable statutes.

9 92. To the extent minimum wage compensation is determined to be owed to
10 PLAINTIFF, whose employment has terminated, DEFENDANTS' conduct also violates Labor
11 Code §§ 201 and/or 202, and therefore PLAINTIFF is also entitled to waiting time penalties under
12 Cal. Lab. Code § 203, which penalties are sought herein on behalf of the PLAINTIFF and other
13 AGGRIEVED EMPLOYEES. DEFENDANTS' conduct as alleged herein was willful, intentional,
14 and not in good faith. Further, PLAINTIFF is entitled to seek and recover statutory costs.

15 **FOURTH CAUSE OF ACTION**

16 For Failure to Pay Overtime Compensation
17 (Cal. Lab. Code §§ 558, 510, 1194, 1198)
(Plaintiff Against All DEFENDANTS)

18 93. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
19 every allegation set forth above.

20 94. Labor Code section 558 provides for a civil penalty to be assessed against any
21 employer or other person acting on behalf of an employer who fails to compensate employees at the
22 statutory overtime rate for any work in excess of eight hours in one day or any work in excess of 40
23 hours in any workweek or who fails to compensate employees at the statutory double time rates for
24 any work in excess of twelve hours in one day or any work in excess of 8 hours on the seventh day
25 of a workweek.

26 95. DEFENDANTS routinely and systematically failed to properly record accurate time
27 records for each employee showing when each employee began and ended each work period. By
28 failing to properly record hours DEFENDANTS routinely and systematically failed to compensate

1 employees at the statutory overtime rate for any work in excess of eight hours in one day or any
2 work in excess of 40 hours in any workweek as required by Labor Code section 510 and Section 3
3 of the applicable Wage Order.

4 96. Pursuant to Labor Code section 558, PLAINTIFF is entitled to recover a penalty of
5 \$50.00 for the initial failure to compensate employees at the statutory overtime rate for any work in
6 excess of eight hours in one day or any work in excess of 40 hours in any workweek and/or failure
7 to compensate employees at the statutory double time rates for any work in excess of twelve hours
8 in one day in addition to any underpaid wages; and \$100.00 for each subsequent failure to
9 compensate employees at the statutory overtime rate for any work in excess of eight hours in one
10 day or any work in excess of 40 hours in any workweek in addition to any underpaid wages.

11 97. As a proximate result of DEFENDANTS' failure to pay overtime and/or wages as
12 alleged above, PLAINTIFF is entitled to recover from DEFENDANTS penalties pursuant to section
13 558 as may be established according to proof at trial.

14 98. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
15 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
16 § 1198 further states that the employment of an employee for longer hours than those fixed by the
17 Industrial Welfare Commission is unlawful.

18 99. During PLAINTIFF'S employment, PLAINTIFF was required by DEFENDANTS
19 to work overtime for DEFENDANTS and was not paid for all the time worked.

20 100. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
21 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
22 requirements and other applicable laws and regulations.

23 101. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
24 PLAINTIFF did not receive the correct overtime compensation for her time worked for
25 DEFENDANTS.

26 102. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
27 the overtime requirements of the law. For portions of PLAINTIFF'S employment, these exemptions
28 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining

1 agreement that would preclude the causes of action contained herein this Complaint. Rather,
2 PLAINTIFF bring this Action on behalf of herself and other AGGRIEVED EMPLOYEES, based
3 on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
4 California.

5 103. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
6 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered
7 and will continue to suffer an economic injury in amounts which are presently unknown to her, and
8 which will be ascertained according to proof at trial.

9 104. DEFENDANTS knew or should have known that PLAINTIFF was under
10 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
11 malfeasance or gross nonfeasance, to not pay her for labor as a matter of uniform company policy,
12 practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
13 PLAINTIFF the correct overtime wages for their overtime worked.

14 105. In performing the acts and practices herein alleged in violation of California labor
15 laws, and refusing to compensate PLAINTIFF for all time worked and provide her with the requisite
16 compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and
17 maliciously toward PLAINTIFF with a conscious of and utter disregard for their legal rights, or the
18 consequences to them, and with the despicable intent of depriving them of their property and legal
19 rights, and otherwise causing them injury in order to increase company profits at the expense of
20 these employees.

21 106. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
22 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
23 in a sum as provided by the California Labor Code and/or other applicable statutes.

24 **FIFTH CAUSE OF ACTION**

25 For Failure to Reimburse Business Expenses
26 (Cal. Lab. Code §§ 2802)
(Against ALL DEFENDANTS)

27 107. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
28 every allegation set forth above.

108. Pursuant to California Labor Code section 2802, DEFENDANTS are required to indemnify PLAINTIFF for the expenses and losses incurred during the performance of her job duties. The purpose of this statute is to prevent employers from passing their operating expenses on to their employees.

109. DEFENDANTS required PLAINTIFF to use personal cell phone and home internet to discharge work duties but failed to reimburse PLAINTIFF for the use or cost of her cell phone and home internet bills.

110. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse PLAINTIFF for necessary business expenditures for use of her personal cell phone and internet use.

111. DEFENDANTS sought to pay their own pockets at the expense of their employees, and instead of compensating their employees for the necessary business costs, the employer passed on its costs to its employees.

112. DEFENDANTS intentionally failed to reimburse its employees for the actual expenses incurred and thereby increased its own profits to the detriment of its employees.

113. PLAINTIFF seeks to recover these business expenditures, plus interest thereon, reasonable attorneys' fees, and costs, and statutory and civil penalties as provided by the Labor Code in an amount to be proven.

114. Interest accrues from the date the employee incurred the necessary expenditure or loss.

SIXTH CAUSE OF ACTION

For Failure to Pay Wages When Due
(Cal. Lab. Code § 204, 210)
(Plaintiff Against All DEFENDANTS)

115. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

116. Labor Code Section 204 provides in part provides in part that “all wages, ..., earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

117. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS did

1 not pay PLAINTIFF all earned wages, including regular and/or overtime and meal and rest
2 premiums, on regularly established paydays.

3 118. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully
4 refused to perform their obligations to compensate their employees for all wages earned.

5 119. As a direct and proximate result of DEFENDANTS' conduct in violation of Labor
6 Code section 204 as alleged above, DEFENDANTS' employees have suffered, and continue to
7 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their
8 damage in amounts according to proof at trial.

9 **SEVENTH CAUSE OF ACTION**

10 For Failure to Pay Wages Upon Termination

11 (Cal. Lab. Code § 201, 202, 203)

(Plaintiff Against All DEFENDANTS)

12 120. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
13 every allegation set forth above.

14 121. If an employer willfully fails to pay, without abatement or reduction, in accordance
15 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
16 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
17 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
18 Lab. Code § 203).

19 122. To date, DEFENDANTS have yet to pay PLAINTIFF all of the wages and all
20 premiums due for missed meal breaks and missed rest breaks and DEFENDANTS have failed to
21 pay any penalty wages owed under California Labor Code section 203.

22 123. Additionally, the employment of PLAINTIFF has terminated, and DEFENDANTS
23 have not tendered payment of wages to this employee who was underpaid for minimum wage, and/or
24 missed meal and rest breaks, as required by law.

25 124. DEFENDANTS knowingly and willfully violated the laws, regulations and orders
26 governing the wages of PLAINTIFF as described in the causes of action above.

27 125. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself whose
28 employment has terminated, PLAINTIFF demands up to thirty (30) days of pay as penalty for not

1 paying all wages due at time of termination and demand an accounting and payment of all wages
2 due, plus interest and statutory costs as allowed by law.

3 **EIGHTH CAUSE OF ACTION**

4 For Failure to Provide Accurate, Itemized Wage Statements
5 (Cal. Lab. Code §§ 226; 226.3; 1174.5)
(Plaintiff Against All DEFENDANTS)

6 103. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
7 every allegation set forth above.

8 104. Labor Code section 226 requires defendants to provide employees an accurate
9 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
10 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the
11 inclusive date of the period for which the employee is paid, (7) the name of the employee and his/her
12 or his social security number, (8) the name and address of the legal entity that is the employer, and
13 (9) all applicable hourly rates in effect and the corresponding number of hours worked

14 105. DEFENDANTS failed to provide an accurate wage statement in writing that properly
15 and accurately itemizes all wages, missed meal and rest periods, applicable hourly wages in effect,
16 and reporting time wages owed to PLAINTIFF and thereby also failed to set forth the correct wages
17 earned by the employees.

18 106. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
19 section 226(a) on each and every wage statement that they provided to PLAINTIFF.

20 107. By failing to keep adequate records, as required by Labor Code sections 226 and
21 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the
22 minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

23 108. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
24 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

25 **NINTH CAUSE OF ACTION**

26 For Gender Discrimination – Disparate Treatment
27 (Cal. Gov't. Code §§ 12940 et seq.)
(Plaintiff Against All DEFENDANTS)

28 126. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and

1 every allegation set forth above.

2 127. At all times relevant herein, PLAINTIFF was a woman employee protected from
3 discrimination in employment on the basis of her gender.

4 128. It is an unlawful employment practice for an employer to discriminate against an
5 employee, including discrimination against an employee in the terms and conditions of her
6 employment on the basis of her gender.

7 129. PLAINTIFF was discriminated against in the terms and conditions of her
8 employment, as alleged above, on the basis of her gender in violation of FEHA.

9 130. DEFENDANTS unlawfully discriminated against PLAINTIFF because of her
10 gender with respect to the terms, conditions, and privileges of her employment, including but not
11 limited to failing to provide equal compensation and benefits as male coworkers, constructively
12 discharging from employment, and otherwise changing the terms and conditions of her employment
13 in violation of FEHA.

14 131. As a direct and proximate result of DEFENDANTS unlawful conduct, PLAINTIFF
15 suffered and will continue to suffer economic compensatory damages in an amount to be proven at
16 trial.

17 132. As a result of DEFENDANTS' acts as alleged herein, PLAINTIFF is entitled to
18 compensatory damages, equitable relief, attorneys fees, and costs.

19 133. DEFENDANTS committed the acts herein maliciously, fraudulently, and
20 oppressively, in a conscious disregard for PLAINTIFF'S rights entitling PLAINTIFF to punitive
21 damages in an amount according to proof. The unlawful acts were engaged in and/or ratified by the
22 officers, directors, supervisors, and/or managing agents of DEFENDANTS who were acting at all
23 times relevant in the course and scope of their employment. Pursuant to Cal. Civ. Code § 3294,
24 DEFENDANTS are liable for punitive damages.

25 **TENTH CAUSE OF ACTION**

26 For Failure to Prevent Discrimination
27 (Cal. Gov't. Code §§ 12940(k))
(Plaintiff Against All DEFENDANTS)

28 134. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and

1 every allegation set forth above.

2 135. At all relevant times mentioned herein, Cal. Gov't Code §§ 12940 et seq. was in full
3 force and effect and binding upon DEFENDANTS and their employees. Section 12940(k) provides
4 that it is an unlawful employment practice for an employer to fail to take all reasonable steps
5 necessary to prevent discrimination from occurring.

6 136. Through its acts and omissions, DEFENDANTS failed in their affirmative duty to
7 take all reasonable steps necessary to prevent discrimination on the basis of gender from occurring.

8 137. As a direct and proximate result of DEFENDANTS unlawful conduct, PLAINTIFF
9 suffered and will continue to suffer economic compensatory damages in an amount to be proven at
10 trial.

11 138. As a result of DEFENDANTS' acts as alleged herein, PLAINTIFF is entitled to
12 compensatory damages, equitable relief, attorneys fees, and costs.

13 139. DEFENDANTS committed the acts herein maliciously, fraudulently, and
14 oppressively, in a conscious disregard for PLAINTIFF'S rights entitling PLAINTIFF to punitive
15 damages in an amount according to proof. The unlawful acts were engaged in and/or ratified by the
16 officers, directors, supervisors, and/or managing agents of DEFENDANTS who were acting at all
17 times relevant in the course and scope of their employment. Pursuant to Cal. Civ. Code § 3294,
18 DEFENDANTS are liable for punitive damages.

19 **ELEVENTH CAUSE OF ACTION**
20 For Wage Discrimination Based on Gender
(Cal. Lab. Code §§ 1197.5 et seq; Cal. Equal Pay Act)
21 (Plaintiff Against All DEFENDANTS)

22 140. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
23 every allegation set forth above.

24 141. At all times relevant herein, Cal. Lab. Code § 1197.5 was in full effect and binding
25 on all DEFENDANTS.

26 142. Pursuant to Cal. Lab. Code § 1197.5, PLAINTIFF had the legal right to be
27 compensation equally as her similarly situation male coworkers for performing substantially similar
28 work, with the same or substantially similar skills, effort, and responsibility under similar working

1 conditions.

2 143. As a direct and proximate result of DEFENDANTS unlawful conduct, PLAINTIFF
3 suffered and will continue to suffer economic compensatory damages in an amount to be proven at
4 trial.

5 144. As a result of DEFENDANTS' acts as alleged herein, PLAINTIFF is entitled to
6 compensatory damages, equitable relief, attorneys fees, and costs.

7 145. DEFENDANTS committed the acts herein maliciously, fraudulently, and
8 oppressively, in a conscious disregard for PLAINTIFF'S rights entitling PLAINTIFF to punitive
9 damages in an amount according to proof. The unlawful acts were engaged in and/or ratified by the
10 officers, directors, supervisors, and/or managing agents of DEFENDANTS who were acting at all
11 times relevant in the course and scope of their employment. Pursuant to Cal. Civ. Code § 3294,
12 DEFENDANTS are liable for punitive damages.

13 **TWELVETH CAUSE OF ACTION**

14 For Wrongful Termination (Constructive Discharge) in Violation of Public Policy
(Plaintiff Against All DEFENDANTS)

15 146. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
16 every allegation set forth above.

17 147. At all times alleged herein, PLAINTIFF was subjected to working conditions that
18 violated public policy, including but not limited to violations of her rights under FEHA and the
19 Equal Pay Act, among other statutory and constitutional rights.

20 148. At all times alleged herein, DEFENDANTS intentionally created or knowingly
21 permitted these working conditions.

22 149. These working conditions, as alleged herein, were so intolerable that a reasonable
23 person in PLAINTIFF's position would have no reasonable alternative except to resign.

24 150. PLAINTIFF resigned from her employment as a result of such working conditions.

25 151. As a direct and proximate result of DEFENDANTS' unlawful conduct, PLAINTIFF
26 suffered and will continue to suffer compensatory damages for which DEFENDANTS are liable
27 according to proof at trial.
28

152. As a result of DEFENDANTS' acts as alleged herein, PLAINTIFF is entitled to compensatory damages, equitable relief, attorneys fees, and costs.

153. DEFENDANTS committed the acts herein maliciously, fraudulently, and oppressively, in a conscious disregard for PLAINTIFF'S rights entitling PLAINTIFF to punitive damages in an amount according to proof. The unlawful acts were engaged in and/or ratified by the officers, directors, supervisors, and/or managing agents of DEFENDANTS who were acting at all times relevant in the course and scope of their employment. Pursuant to Cal. Civ. Code § 3294, DEFENDANTS are liable for punitive damages.

THIRTEENTH CAUSE OF ACTION

For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
(Cal. Lab. Code §§ 2698 et seq.)

(Plaintiff and Aggrieved Employees Against All DEFENDANTS)

154. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

155. As a result of the acts alleged herein, PLAINTIFF, as an AGGRIEVED EMPLOYEE within the meaning of Labor Code section 2699, subdivision (c), on behalf of herself and all other AGGRIEVED EMPLOYEES of DEFENDANTS, seeks the recovery of civil penalties against DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing and intentional violations of the California Labor Code:

- a. For failing to pay wages, in violation of Labor Code sections 204 and 210;
- b. For failing to pay wages upon termination, in violation of Labor Code sections 201, 202, and 203;
- c. For failing to pay all minimum wages, in violation of Labor Code sections 1194, 1197.1, 218.5, and 218.6;
- d. For failing to compensate employees who were not provided a meal period in violation of Labor Code Section 226.7 and 512; and
- e. For failing to compensate employees who were not provided a rest period in violation of Labor Code Section 226.7 and 512; and
- f. For failing to provide employees who worked more than eight (8) hours per workday

1 and more than forty (40) hours per workweek additional compensation beyond their
2 regular wages in violation of Labor Code Section 510.

3 g. For failing to maintain for and provide accurate, itemized wage statements required
4 by Labor Code Section 226, 226.3 and 1174.5.

5 156. The above-referenced civil penalties shall include the recovery of amounts specified
6 in the applicable sections of the Labor Code, and if not specifically provided, those under section
7 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R.
8 section 11040 and Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
9 510, 512, 515, 558, 1174.5, 1194, 1197.1, 1198, 1199, 2802, and 2699, subdivisions (a) and (f).

10 157. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to
11 consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's
12 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA
13 declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS,
14 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

15 **DEMAND FOR RELIEF**

16 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and
17 severally, as follows:

18 1. On behalf of the PLAINTIFF:

19 A. Compensatory damages, according to proof at trial, including unpaid wages, due to
20 PLAINTIFF, during the applicable employment period plus interest thereon at the statutory rate;

21 B. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
22 applicable IWC Wage Order;

23 C. The wages of Plaintiff as a penalty from the due date thereof at the same rate until
24 paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

25 D. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
27 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
28 an award of costs for violation of Cal. Lab. Code § 226.

- 1 E. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.
- 2 F. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
- 3 unpaid minimum wages according to proof at trial;
- 4 G. Liquidated damages pursuant to Cal. Lab. Code §§ 1197.5(c)
- 5 H. Interest at an annual rate of 10% for wages due to violation of the California Equal
- 6 Pay Act and pursuant to Cal. Lab. Code 218.6
- 7 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES
- 8 1. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
- 9 General Act of 2004;
- 10 3. On all claims:
- 11 A. An award of interest, including prejudgment interest at the legal rate;
- 12 B. Such other and further relied as the Court deems just and equitable; and
- 13 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.
- 14

15 DATED: April 22, 2024

Respectfully submitted,

16 **EMRAN LAW FIRM**

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19 By: _____

20 Harris Emran, Esq.

21 Attorney for PLAINTIFF and OTHER

22 AGGRIEVED EMPLOYEES

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DEMAND FOR A JURY TRIAL

PLAINTIFF demand a jury trial on issues triable to a jury.

DATED: April 22, 2024

EMRAN LAW FIRM

By: _____
Harris Emran, Esq.
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES

EXHIBIT B

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Sabrina Chin

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

06/27/2024
Clerk of the Court
BY: JAMES XIONG
Deputy Clerk

CGC-24-615976

SABRINA CHIN, an individual, and in her
representative capacity on behalf of the State of
California and other Aggrieved Employees,

Plaintiff,

vs.

TITAN MANAGEMENT GROUP LLC, a
California limited liability company, and DOES
1-15,

Defendants.

Case No.

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF SABRINA CHIN ("PLAINTIFF"), an individual, and in her representative capacity on behalf of the State of California and other AGGRIEVED EMPLOYEES, defined below, against DEFENDANT TITAN MANAGEMENT GROUP LLC, a California limited liability company, and DOES 1-15 ("Defendant DOES") (collectively "DEFENDANTS"), alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

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I. INTRODUCTION

1. PLAINTIFF brings this against DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code. Plaintiff seek recovery of all individual damages arising from her employment with DEFENDANTS.

2. PLAINTIFF brings the representative action in a representative capacity pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of the State of California and other AGGRIEVED EMPLOYEES of DEFENDANTS in California for engaging in a pattern and practice of wage and hour violations under the California Labor Code. Plaintiff seeks recovery of all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

4. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter alia*:

- a. Failure to provide rest periods;
- b. Failure to provide meal periods;
- c. Failure to pay minimum wages;
- d. Failure to pay overtime wages;
- e. Failure to reimburse for required business expenses;
- f. Failure to pay wages when due;
- g. Failure to timely pay wages upon termination of employment;
- h. Failure to provide accurate, itemized, wage statements.

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

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II. PARTIES

6. PLAINTIFF SABRINA CHIN (“PLAINTIFF”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in Alameda County.

7. DEFENDANT TITAN MANAGEMENT GROUP LLC, a California limited liability company, registered with the California Secretary of State as file No. 200900210341, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

8. Defendant DOES 1-15 (“Defendant DOES”) are persons and/or entities that at all relevant times mentioned herein conducted and continue to conduct substantial and regular business throughout California.

9. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal. Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

10. DEFENDANTS own, operate, and/or manage residential property management services in the San Francisco area.

11. DEFENDANTS employed PLAINTIFF between approximately March 2019 and March 2020, as a Resident Services Coordinator in Oakland, California. DEFENDANTS employed PLAINTIFF again as the Operations Manager between September 2020 and September 2022 in San Francisco, California and then as the Interim General Manager between September 2022 and December 2023.

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1 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
2 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

3 19. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
4 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
5 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
6 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
7 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
8 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
9 Cal.App.4th 1112, 1145-1146.

10 20. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and
11 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
12 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
13 caused the complaints, injuries, and damages alleged herein.

14 21. At all relevant times, each DEFENDANT, whether named or fictitious, was the
15 agent, employee, or other person acting on behalf of each other DEFENDANT, and, in participating
16 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
17 ratified the acts of the other.

18 22. Each DEFENDANT, whether named or fictitious, exercised control over
19 PLAINTIFF’S wages, working hours, and/or working conditions.

20 23. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
21 this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan, or
22 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

23 **IV. JURISDICTION AND VENUE**

24 24. This Court has jurisdiction over this Action pursuant to the California Code of Civil
25 Procedure, Section 410.10.

26 25. Venue is proper in this Court pursuant to California Code of Civil Procedure,
27 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and
28 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in

1 this County, and (ii) committed the wrongful conduct herein alleged in this County against
2 PLAINTIFF.

3 **V. FACTUAL ALLEGATIONS**

4 **A. Rest Period Violations**

5 26. From time-to-time, PLAINTIFF and other AGGRIEVED EMPLOYEES were
6 required to work in excess of four (4) hours without being provided ten (10) minute rest periods as
7 a result of DEFENDANTS' policies and practices.

8 27. PLANITIFF and other AGGRIEVED EMPLOYEES, from time to time were
9 required to work in excess of eight (8) hours or more, without being provided a second ten (10)
10 minute rest period for the same reasons.

11 28. As a result of addressing resident concerns, impromptu meetings, and the nature and
12 constraints of their job duties, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time
13 to time, denied ten-minute rest periods.

14 29. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
15 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
16 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

17 30. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
18 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
19 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
20 employee's regular rate of compensation for each workday the rest period is not provided. During
21 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required
22 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying
23 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
24 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
25 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
26 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

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1 B. Meal Period Violations

2 31. From time to time, DEFENDANTS required PLANITIFF and other AGGRIEVED
3 EMPLOYEES to work during the meal break during what was supposed to be AGGRIEVED
4 EMPLOYEES' off-duty meal break due to DEFENDANTS' policies and practices.

5 32. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
6 required to provide meal periods of not less than thirty (30) minutes to PLANITIFF and other
7 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
8 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
9 employee's regular rate of compensation.

10 33. From time to time, DEFENDANTS required PLANITIFF and other AGGRIEVED
11 EMPLOYEES to work during the meal break during what was scheduled to be an off-duty meal
12 break. Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were interrupted during
13 their meal periods. As a result, PLANITIFF and other AGGRIEVED EMPLOYEES forfeited their
14 meal periods without compensation at the applicable wage and rates. DEFENDANTS had and may
15 continue to practice, a uniform policy to not spay PLANITIFF and other AGGRIEVED
16 EMPLOYEES meal periods.

17 34. Due to the nature and constraints of their position and as a result of DEFENDANTS'
18 policies and practices, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time
19 unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their
20 meal period.

21 35. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to perform work
22 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a
23 meal break. The nature of the work performed by AGGRIEVED EMPLOYEES do not qualify for
24 limited and narrowly construed "on-duty" meal period exception. AGGRIEVED EMPLOYEES
25 therefore forfeited meal breaks without additional compensation and in accordance with
26 DEFENDANTS' policies and practices.

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1 C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

2 36. During PLAINTIFF'S employment, DEFENDANTS from time to time failed to
3 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

4 37. DEFENDANTS failed to maintain an accurate time-keeping system for PLAINTIFF
5 and AGGRIEVED EMPLOYEES which resulted in PLAINTIFF and other AGGRIEVED
6 EMPLOYEES performing work that was not properly compensated. DEFENDANTS failed to pay
7 PLAINTIFF and other AGGRIEVED EMPLOYEES all necessary wages for attending and
8 performing work at DEFENDANTS' direction, request, and benefit.

9 38. DEFENDANTS directed and directly benefited from the uncompensated off-the-
10 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

11 39. DEFENDANTS controlled the work schedules, duties, protocols, applications,
12 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

13 40. DEFENDANTS were able to track the amount of time PLAINTIFF and other
14 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,
15 and pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the
16 work they performed, including during off-the-clock work.

17 41. For a portion of PLAINTIFF'S employment, her and other AGGRIEVED
18 EMPLOYEES were non-exempt employees, subject to the requirements of the California Labor
19 Code.

20 42. DEFENDANTS' policies and practices deprived PLAINTIFF and other
21 AGGRIEVED EMPLOYEES of all regular wages and from time to time, overtime wages owed for
22 the off-the-clock work activities.

23 43. DEFENDANTS knew or should have known that PLAINTIFF and other
24 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

25 44. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
26 them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while
27 off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and other
28 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law.

1 45. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
2 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
3 did not maintain accurate payroll and timekeeping records.

4 D. Unreimbursed Business Expenses

5 46. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
6 EMPLOYEES for expenses incurred as a direct consequence of discharging work duties.

7 47. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
8 use their personal cell phones in the discharge of their work duties. DEFENDANTS additionally
9 expected PLAINTIFF to perform work over the weekends from home.

10 48. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
11 use personal cell phones and home internet to discharge work duties but failed to reimburse
12 PLAINTIFF and other AGGRIEVED EMPLOYEES for the use or cost of their cell phones and
13 home internet bills.

14 49. DEFENDANTS shifted the costs associated with running a business onto
15 PLAINTIFF and other AGGRIEVED EMPLOYEES.

16 E. Failure to Provide Accurate, Itemized, Wage Statements

17 50. California Labor Code Section 226 requires an employer to furnish its employees an
18 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
19 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
20 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
21 employee and only the last four digits of the employee's social security number or an employee
22 identification number other than a social security number, (8) the name and address of the legal
23 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee.

25 51. During PLAINTIFF'S employment and during the PAGA period, when PLAINTIFF
26 and other AGGRIEVED EMPLOYEES were not paid for all hours worked, DEFENDANTS failed
27 to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage
28 statements. DEFENDANTS' paystubs failed to show, among other things, the total hours worked

1 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
2 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
3 periods.

4 52. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
5 and provide wage statements that comply with Cal. Lab. Code § 226.

6 53. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
7 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
8 from the wage statement alone the applicable hourly rate and the corresponding number of hours
9 worked at the applicable hourly rate for this remuneration.

10 54. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
11 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
12 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
13 due to clerical or inadvertent mistake.

14 F. Violations for Untimely Payment of Wages

15 55. Pursuant to California Labor Code section 204, PLAINTIFF and other
16 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
17 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment
18 of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium
19 wages, and rest period premium wages within permissible time period and on days designated in
20 advance by the employer as a regular payday.

21 G. Defendant's Gender Discrimination and Violation of California Equal Pay Act

22 56. At all times relevant herein, DEFENDANT TITAN MANAGEMENT GROUP, LLC
23 was an employer subject to all applicable statutes.

24 57. In September 2022, DEFENDANTS promoted PLAINTIFF from Operations
25 Manager to Interim General Manager of Plaintiff's assigned Condominium. When DEFENDANTS
26 promoted PLAINTIFF, they represented that this was an interim title with the opportunity for this
27 position to become permanent if she was the right fit. PLAINTIFF expected DEFENDANTS to
28 promote her after a typical 90-day probationary period.

1 58. DEFENDANTS paid the previous General Manager, a male, an annual salary of
2 \$120,000.00. When DEFENDANTS promoted PLAINTIFF, they paid her an annual salary of
3 \$78,000.00. When PLAINTIFF asked for compensation similar to her male counterpart,
4 DEFENDANTS had the Condominium's Homeowners Association provide a \$1,000.00 monthly
5 "bonus."

6 59. When PLAINTIFF asked about receiving similar compensation to her previous male
7 counterpart, DEFENDANTS informed PLAINTIFF's drastically lower compensation was only
8 temporary and placed blame with the Condominium's Homeowners Association. DEFENDANTS
9 told PLAINTIFF the condo's Homeowners Association's Board needed to approve her salary.
10 However, when PLAINTIFF asked the Homeowners Association Board's about her compensation,
11 they directed PLAINTIFF to speak with her supervisor about the permanent position.

12 60. Although PLAINTIFF did not have prior experience acting as a General Manager,
13 she enrolled in courses to obtain her Certified Agile Service Manager (CASM) certification. During
14 the entire time PLAINTIFF acted as an "interim" General Manager, she performed all the duties of
15 her previous male counterpart.

16 61. After acting as the "interim" General Manager for 6-months, PLAINTIFF again
17 asked DEFENDANTS about her compensation. However, DEFENDANTS continued to tell
18 PLAINTIFF to be patient, and place blame on the Condominium's Homeowners Association.

19 62. Relying on DEFENDANTS' representations, PLAINTIFF continued her
20 employment hoping for her permanent designation as General Manager and a salary match to her
21 male counterpart.

22 63. DEFENDANTS engaged in and perpetuated discriminatory practices regarding
23 PLAINTIFF'S compensation and other terms and conditions of employment which negatively
24 affected and impacted PLAINTIFF.

25 64. These discriminatory practices began when DEFENDANTS "promoted"
26 PLAINTIFF from Operations Manager to Interim General Manager. However, DEFENDANTS
27 offered PLAINTIFF significantly lower compensation than her male counterparts.

1 65. DEFENDANTS continued to provide conflicting answers to PLAINTIFF or told her
2 to be patient until she was forced to resign from her position in December 2023.

3 66. DEFENDANTS knowingly created intolerable working conditions such that a
4 reasonable person in PLAINTIFF'S position would have no reasonable alternative except to resign.

5 67. DEFENDANTS' failure to take effective remedial measures forced PLAINTIFF to
6 resign in December 2023. Ultimately, PLAINTIFF'S battle to make it a safe place for her to work
7 came at a great cost to PLAINTIFF.

8 68. On April 17, 2024, Plaintiff filed a timely charge with the California Department of
9 Fair Employment and Housing and was issues a Right-to-Sue notice to bring a civil action against
10 DEFENDANTS based on the charges described herein. A copy of Plaintiff's Right-to-Sue letter is
11 attached hereto as Exhibit A.

12 **VI. CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 For Failure to Provide Rest Periods
15 (Cal. Lab. Code §§ 226.7 & 512)
 (Plaintiff Against All DEFENDANTS)

16 69. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
17 every allegation set forth above.

18 70. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
19 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.
20 These laws and regulations further entitle employees to be paid one additional hour of pay at their
21 regular rate of compensation for each day of denied rest period.

22 71. PLAINTIFF was required to work in excess of four (4) hours without being provided
23 ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied her first rest
24 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
25 PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked
26 of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in
27 lieu thereof.

28 72. As a result of the work schedules and staffing practices by DEFENDANTS,

1 PLAINTIFF was denied her proper rest periods by DEFENDANTS and DEFENDANTS' managers.

2 73. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
3 Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in
4 accordance with the applicable Wage Order, one additional hour of compensation at each
5 employee's regular rate of pay for each workday that rest period was not provided.

6 74. As a proximate result of the aforementioned violations, PLAINTIFF has been
7 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
8 penalties, expenses and costs of suit.

9 **SECOND CAUSE OF ACTION**

10 For Failure to Provide Meal Periods

11 (Cal. Lab. Code §§ 226.7 & 512)

(Plaintiff Against All DEFENDANTS)

12 75. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
13 every allegation set forth above.

14 76. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
15 DEFENDANTS to provide employees with all meal periods specified in the applicable Wage Order.
16 These laws and regulations further entitle employees to be paid one additional hour of pay at their
17 regular rate of compensation for each day of denied meal period.

18 77. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
19 PLAINTIFF as required by the applicable Wage Order and Labor Code. The nature of the work
20 performed by PLAINTIFF did not prevent their employees from being relieved of all of their duties
21 for the legally required off-duty meal periods. As a result of DEFENDANTS' policies and practices,
22 PLAINTIFF was not fully relieved of duty by DEFENDANT for their meal periods on occasion.

23 78. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
24 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
25 period, in accordance with the applicable Wage Order, one additional hour of compensation at each
26 employee's regular rate of pay for each workday that a meal period was not provided.

27 79. As a proximate result of the aforementioned violations, PLAINTIFF has been
28 damaged in an amount according to proof at trial, and seeks all wages earned and due, interest,

1 penalties, expenses and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 For Failure to Pay Minimum Wages
4 (Cal. Lab. Code § 1194, 1197& 1197.1)
(Plaintiff Against All DEFENDANTS)

5 80. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
6 every allegation set forth above.

7 81. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
8 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
9 failure to accurately calculate and pay minimum wages to PLAINTIFF.

10 82. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
11 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.
12 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
13 the unpaid minimum wages according to proof at trial.

14 83. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
15 regard to the correct amount of time worked. As set forth herein, DEFENDANTS' uniform policy
16 and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFF for all
17 hours worked and therefore did not receive minimum wage for all hours worked as required by Cal.
18 Lab. Code § 1197.

19 84. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
20 without limitation, as a result of implementing a uniform policy and practice that denied accurate
21 compensation to PLAINTIFF in regard to minimum wages.

22 85. In committing these violations of the California Labor Code, DEFENDANTS failed
23 to calculate the amount of time worked and consequently underpaid the actual time worked by
24 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
25 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
26 requirements and other applicable laws and regulations.

27 86. PLAINTIFF was paid less for time worked than she was entitled to, constituting a
28 failure to pay all earned wages.

1 87. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
3 enjoyment of wages and lost interest on such wages all to her damage in amounts in amounts which
4 are presently unknown to her, and which will be ascertained according to proof at trial.

5 88. DEFENDANTS knew or should have known that PLAINTIFF was under-
6 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
7 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform
8 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
9 by refusing to pay PLAINTIFF the correct wages for their time worked.

10 89. DEFENDANTS maintained a uniform wage practice of not only paying PLAINTIFF
11 without regard to the correct amount of time worked by PLAINTIFF. DEFENDANTS' uniform
12 policy and practice was to unlawfully and intentionally deny accurate and full payment of wages
13 due to PLAINTIFF.

14 90. In performing the acts and practices herein alleged in violation of California labor
15 laws, and refusing to compensate PLAINTIFF for all time worked and provide her with the requisite
16 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
17 maliciously toward PLAINTIFF with a conscious disregard for their legal rights, or the
18 consequences to her, and with the intent of depriving her of their property and legal rights, and
19 otherwise causing her injury in order to increase company profits at the expense of this employee.

20 91. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof,
21 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
22 in a sum as provided by the California Labor Code and/or other applicable statutes.

23 92. To the extent minimum wage compensation is determined to be owed to
24 PLAINTIFF, whose employment has terminated, DEFENDANTS' conduct also violates Labor
25 Code §§ 202, and therefore PLAINTIFF is also entitled to waiting time penalties under Cal. Lab.
26 Code § 203, which penalties are sought herein on behalf of the PLAINTIFF and other AGGRIEVED
27 EMPLOYEES. DEFENDANTS' conduct as alleged herein was willful, intentional, and not in good
28 faith. Further, PLAINTIFF is entitled to seek and recover statutory costs.

1 **FOURTH CAUSE OF ACTION**

2 For Failure to Pay Overtime Compensation
3 (Cal. Lab. Code §§ 558, 510, 1194, 1198)
4 (Plaintiff Against All DEFENDANTS)

5 93. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
6 every allegation set forth above.

7 94. During PLAINTIFF'S employment, PLAINTIFF was required by DEFENDANTS
8 to work overtime for DEFENDANTS and was not paid for all the time worked.

9 95. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
10 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
11 requirements and other applicable laws and regulations.

12 96. DEFENDANTS routinely and systematically failed to properly record accurate time
13 records for each employee showing when each employee began and ended each work period. By
14 failing to properly record hours DEFENDANTS routinely and systematically failed to compensate
15 employees at the statutory overtime rate for any work in excess of eight (8) hours in one day or any
16 work in excess of forty (40) hours in any workweek as required by Labor Code section 510 and
17 Section 3 of the applicable Wage Order.

18 97. Labor Code section 558 provides for a civil penalty to be assessed against any
19 employer or other person acting on behalf of an employer who fails to compensate employees at the
20 statutory overtime rate for any work in excess of eight (8) hours in one day or any work in excess
21 of forty (40) hours in any workweek or who fails to compensate employees at the statutory double
22 time rates for any work in excess of twelve hours in one day or any work in excess of 8 hours on the
23 seventh day of a workweek.

24 98. Pursuant to Labor Code section 558, PLAINTIFF is entitled to recover a penalty of
25 \$50.00 for the initial failure to compensate employees at the statutory overtime rate for any work in
26 excess of eight hours in one day or any work in excess of 40 hours in any workweek and/or failure
27 to compensate employees at the statutory double time rates for any work in excess of twelve hours
28 in one day in addition to any underpaid wages; and \$100.00 for each subsequent failure to
compensate employees at the statutory overtime rate for any work in excess of eight hours in one

1 day or any work in excess of 40 hours in any workweek in addition to any underpaid wages.

2 99. As a proximate result of DEFENDANTS' failure to pay overtime and/or wages as
3 alleged above, PLAINTIFF is entitled to recover from DEFENDANTS penalties pursuant to section
4 558 as may be established according to proof at trial.

5 100. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
6 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
7 § 1198 further states that the employment of an employee for longer hours than those fixed by the
8 Industrial Welfare Commission is unlawful.

9 101. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
10 PLAINTIFF did not receive the correct overtime compensation for her time worked for
11 DEFENDANTS.

12 102. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
13 the overtime requirements of the law. For portions of PLAINTIFF'S employment, these exemptions
14 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining
15 agreement that would preclude the causes of action contained herein this Complaint. Rather,
16 PLAINTIFF bring this Action on behalf of herself and other AGGRIEVED EMPLOYEES, based
17 on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
18 California.

19 103. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
20 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered
21 and will continue to suffer an economic injury in amounts which are presently unknown to her, and
22 which will be ascertained according to proof at trial.

23 104. DEFENDANTS knew or should have known that PLAINTIFF was under
24 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
25 malfeasance or gross nonfeasance, to not pay her for labor as a matter of uniform company policy,
26 practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
27 PLAINTIFF the correct overtime wages for their overtime worked.

28 105. In performing the acts and practices herein alleged in violation of California labor

1 laws, and refusing to compensate PLAINTIFF for all time worked and provide her with the requisite
2 compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and
3 maliciously toward PLAINTIFF with a conscious of and utter disregard for their legal rights, or the
4 consequences to them, and with the despicable intent of depriving them of their property and legal
5 rights, and otherwise causing them injury in order to increase company profits at the expense of
6 these employees.

7 106. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
8 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
9 in a sum as provided by the California Labor Code and/or other applicable statutes.

10 **FIFTH CAUSE OF ACTION**

11 For Failure to Reimburse Business Expenses
12 (Cal. Lab. Code §§ 2802)
(Plaintiff Against ALL DEFENDANTS)

13 107. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
14 every allegation set forth above.

15 108. Pursuant to California Labor Code § 2802, DEFENDANTS are required to
16 indemnify PLAINTIFF for the expenses and losses incurred during the performance of her job
17 duties. The purpose of this statute is to prevent employers from passing their operating expenses on
18 to their employees.

19 109. DEFENDANTS required PLAINTIFF to use personal cell phone and home internet
20 to discharge work duties but failed to reimburse PLAINTIFF for the use or cost of her cell phone
21 and home internet bills.

22 110. In violation of Labor Code § 2802, DEFENDANTS failed to reimburse PLAINTIFF
23 for necessary business expenditures for use of her personal cell phone and internet use.

24 111. DEFENDANTS sought to pay their own pockets at the expense of their employees,
25 and instead of compensating their employees for the necessary business costs, the employer passed
26 on its costs to its employees.

27 112. DEFENDANTS intentionally failed to reimburse its employees for the actual
28 expenses incurred and thereby increased its own profits to the detriment of its employees.

1 113. PLAINTIFF seeks to recover these business expenditures, plus interest thereon,
2 reasonable attorneys' fees, and costs, and statutory and civil penalties as provided by the Labor Code
3 in an amount to be proven.

4 114. Interest accrues from the date the employee incurred the necessary expenditure or
5 loss.

6 **SIXTH CAUSE OF ACTION**

7 For Failure to Pay Wages When Due
8 (Cal. Lab. Code § 204, 210)
(Plaintiff Against All DEFENDANTS)

9 115. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
10 every allegation set forth above.

11 116. Labor Code Section 204 provides in part provides in part that "all wages, ..., earned
12 by any person in any employment are due and payable twice during each calendar month, on days
13 designated in advance by the employer as the regular paydays."

14 117. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS did
15 not pay PLAINTIFF all earned wages, including regular and/or overtime and meal and rest
16 premiums, on regularly established paydays.

17 118. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully
18 refused to perform their obligations to compensate their employees for all wages earned.

19 119. As a direct and proximate result of DEFENDANTS' conduct in violation of Labor
20 Code section 204 as alleged above, DEFENDANTS' employees have suffered, and continue to
21 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their
22 damage in amounts according to proof at trial.

23 **SEVENTH CAUSE OF ACTION**

24 For Failure to Pay Wages Upon Termination
25 (Cal. Lab. Code § 201, 203)
(Plaintiff Against All DEFENDANTS)

26 120. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
27 every allegation set forth above.

28 121. If an employer willfully fails to pay, without abatement or reduction, in accordance

1 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
2 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
3 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
4 Lab. Code § 203).

5 122. To date, DEFENDANTS have yet to pay PLAINTIFF all of the wages and all
6 premiums due for missed meal breaks and missed rest breaks and DEFENDANTS have failed to
7 pay any penalty wages owed under California Labor Code section 203.

8 123. Additionally, the employment of PLAINTIFF has terminated, and DEFENDANTS
9 have not tendered payment of wages to this employee who was underpaid for minimum wage, and/or
10 missed meal and rest breaks, as required by law.

11 124. DEFENDANTS knowingly and willfully violated the laws, regulations and orders
12 governing the wages of PLAINTIFF as described in the causes of action above.

13 125. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself whose
14 employment has terminated, PLAINTIFF demands up to thirty (30) days of pay as penalty for not
15 paying all wages due at time of termination and demand an accounting and payment of all wages
16 due, plus interest and statutory costs as allowed by law.

17 **EIGHTH CAUSE OF ACTION**

18 For Failure to Provide Accurate, Itemized Wage Statements
19 (Cal. Lab. Code §§ 226; 226.3; 1174.5)
(Plaintiff Against All DEFENDANTS)

20 103. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
21 every allegation set forth above.

22 104. Labor Code section 226 requires defendants to provide employees an accurate
23 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
24 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the
25 inclusive date of the period for which the employee is paid, (7) the name of the employee and his/her
26 or his social security number, (8) the name and address of the legal entity that is the employer, and
27 (9) all applicable hourly rates in effect and the corresponding number of hours worked

28 105. DEFENDANTS failed to provide an accurate wage statement in writing that properly

1 and accurately itemizes all wages, missed meal and rest periods, applicable hourly wages in effect,
2 and reporting time wages owed to PLAINTIFF and thereby also failed to set forth the correct wages
3 earned by the employees.

4 106. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
5 section 226(a) on each and every wage statement that they provided to PLAINTIFF.

6 107. By failing to keep adequate records, as required by Labor Code sections 226 and
7 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the
8 minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

9 108. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
10 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

11 **NINTH CAUSE OF ACTION**

12 For Gender Discrimination – Disparate Treatment
13 (Cal. Gov't. Code §§ 12940 et seq.)
(Plaintiff Against All DEFENDANTS)

14 126. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
15 every allegation set forth above.

16 127. At all times relevant herein, PLAINTIFF was a woman employee protected from
17 discrimination in employment on the basis of her gender.

18 128. It is an unlawful employment practice for an employer to discriminate against an
19 employee, including discrimination against an employee in the terms and conditions of her
20 employment on the basis of her gender.

21 129. PLAINTIFF was discriminated against in the terms and conditions of her
22 employment, as alleged above, on the basis of her gender in violation of FEHA.

23 130. DEFENDANTS unlawfully discriminated against PLAINTIFF because of her
24 gender with respect to the terms, conditions, and privileges of her employment, including but not
25 limited to failing to provide equal compensation and benefits as male coworkers, constructively
26 discharging from employment, and otherwise changing the terms and conditions of her employment
27 in violation of FEHA.

28 131. As a direct and proximate result of DEFENDANTS unlawful conduct, PLAINTIFF

1 suffered and will continue to suffer economic compensatory damages in an amount to be proven at
2 trial.

3 132. As a result of DEFENDANTS' acts as alleged herein, PLAINTIFF is entitled to
4 compensatory damages, equitable relief, attorneys fees, and costs.

5 133. DEFENDANTS committed the acts herein maliciously, fraudulently, and
6 oppressively, in a conscious disregard for PLAINTIFF'S rights entitling PLAINTIFF to punitive
7 damages in an amount according to proof. The unlawful acts were engaged in and/or ratified by the
8 officers, directors, supervisors, and/or managing agents of DEFENDANTS who were acting at all
9 times relevant in the course and scope of their employment. Pursuant to Cal. Civ. Code § 3294,
10 DEFENDANTS are liable for punitive damages.

11 **TENTH CAUSE OF ACTION**

12 For Failure to Prevent Discrimination
13 (Cal. Gov't. Code §§ 12940(k))
(Plaintiff Against All DEFENDANTS)

14 134. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
15 every allegation set forth above.

16 135. At all relevant times mentioned herein, Cal. Gov't Code §§ 12940 et seq. was in full
17 force and effect and binding upon DEFENDANTS and their employees. Section 12940(k) provides
18 that it is an unlawful employment practice for an employer to fail to take all reasonable steps
19 necessary to prevent discrimination from occurring.

20 136. Through its acts and omissions, DEFENDANTS failed in their affirmative duty to
21 take all reasonable steps necessary to prevent discrimination on the basis of gender from occurring.

22 137. As a direct and proximate result of DEFENDANTS unlawful conduct, PLAINTIFF
23 suffered and will continue to suffer economic compensatory damages in an amount to be proven at
24 trial.

25 138. As a result of DEFENDANTS' acts as alleged herein, PLAINTIFF is entitled to
26 compensatory damages, equitable relief, attorneys fees, and costs.

27 139. DEFENDANTS committed the acts herein maliciously, fraudulently, and
28 oppressively, in a conscious disregard for PLAINTIFF'S rights entitling PLAINTIFF to punitive

1 damages in an amount according to proof. The unlawful acts were engaged in and/or ratified by the
2 officers, directors, supervisors, and/or managing agents of DEFENDANTS who were acting at all
3 times relevant in the course and scope of their employment. Pursuant to Cal. Civ. Code § 3294,
4 DEFENDANTS are liable for punitive damages.

5 **ELEVENTH CAUSE OF ACTION**
6 For Wage Discrimination Based on Gender
7 (Cal. Lab. Code §§ 1197.5 et seq; Cal. Equal Pay Act)
8 (Plaintiff Against All DEFENDANTS)

9 140. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
10 every allegation set forth above.

11 141. At all times relevant herein, Cal. Lab. Code § 1197.5 was in full effect and binding
12 on all DEFENDANTS.

13 142. Pursuant to Cal. Lab. Code § 1197.5, PLAINTIFF had the legal right to be
14 compensation equally as her similarly situation male coworkers for performing substantially similar
15 work, with the same or substantially similar skills, effort, and responsibility under similar working
16 conditions.

17 143. As a direct and proximate result of DEFENDANTS unlawful conduct, PLAINTIFF
18 suffered and will continue to suffer economic compensatory damages in an amount to be proven at
19 trial.

20 144. As a result of DEFENDANTS' acts as alleged herein, PLAINTIFF is entitled to
21 compensatory damages, equitable relief, attorneys fees, and costs.

22 145. DEFENDANTS committed the acts herein maliciously, fraudulently, and
23 oppressively, in a conscious disregard for PLAINTIFF'S rights entitling PLAINTIFF to punitive
24 damages in an amount according to proof. The unlawful acts were engaged in and/or ratified by the
25 officers, directors, supervisors, and/or managing agents of DEFENDANTS who were acting at all
26 times relevant in the course and scope of their employment. Pursuant to Cal. Civ. Code § 3294,
27 DEFENDANTS are liable for punitive damages.

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1 **TWELVETH CAUSE OF ACTION**

2 For Wrongful Termination (Constructive Discharge) in Violation of Public Policy
3 (Plaintiff Against All DEFENDANTS)

4 146. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
5 every allegation set forth above.

6 147. At all times alleged herein, PLAINTIFF was subjected to working conditions that
7 violated public policy, including but not limited to violations of her rights under FEHA and the
8 Equal Pay Act, among other statutory and constitutional rights.

9 148. At all times alleged herein, DEFENDANTS intentionally created or knowingly
10 permitted these working conditions.

11 149. These working conditions, as alleged herein, were so intolerable that a reasonable
12 person in PLAINTIFF's position would have no reasonable alternative except to resign.

13 150. PLAINTIFF resigned from her employment as a result of such working conditions.

14 151. As a direct and proximate result of DEFENDANTS' unlawful conduct, PLAINTIFF
15 suffered and will continue to suffer compensatory damages for which DEFENDANTS are liable
16 according to proof at trial.

17 152. As a result of DEFENDANTS' acts as alleged herein, PLAINTIFF is entitled to
18 compensatory damages, equitable relief, attorneys fees, and costs.

19 153. DEFENDANTS committed the acts herein maliciously, fraudulently, and
20 oppressively, in a conscious disregard for PLAINTIFF'S rights entitling PLAINTIFF to punitive
21 damages in an amount according to proof. The unlawful acts were engaged in and/or ratified by the
22 officers, directors, supervisors, and/or managing agents of DEFENDANTS who were acting at all
23 times relevant in the course and scope of their employment. Pursuant to Cal. Civ. Code § 3294,
24 DEFENDANTS are liable for punitive damages.

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154. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

- a. For failing to pay wages, in violation of Labor Code sections 204 and 210;
- b. For failing to pay wages upon termination, in violation of Labor Code sections 201, 202, and 203;
- c. For failing to pay all minimum wages, in violation of Labor Code sections 1194, 1197.1, 218.5, and 218.6;
- d. For failing to compensate employees who were not provided a meal period in violation of Labor Code Section 226.7 and 512; and
- e. For failing to compensate employees who were not provided a rest period in violation of Labor Code Section 226.7 and 512; and
- f. For failing to provide employees who worked more than eight (8) hours per workday and more than forty (40) hours per workweek additional compensation beyond their regular wages in violation of Labor Code Section 558, 510, and applicable wage orders.
- g. For failing to maintain for and provide accurate, itemized wage statements required by Labor Code Section 226, 226.3 and 1174.5.

156. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R.

1 section 11040 and Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
2 510, 512, 515, 558, 1174.5, 1194, 1197.1, 1198, 1199, 2802, and 2699, subdivisions (a) and (f).

3 157. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to
4 consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's
5 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA
6 declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS,
7 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

8 **DEMAND FOR RELIEF**

9 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and
10 severally, as follows:

11 1. On behalf of the PLAINTIFF:

12 A. Compensatory damages, according to proof at trial, including unpaid wages, during
13 the applicable employment period plus interest thereon at the statutory rate;

14 B. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
15 applicable IWC Wage Order;

16 C. A penalty of \$50.00 for the initial failure to compensate Plaintiff at the statutory
17 overtime rate and \$100.00 for each subsequent violation of Cal. Lab. Code § 558.

18 D. The wages of Plaintiff as a penalty from the due date thereof at the same rate until
19 paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

20 E. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
21 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
22 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
23 an award of costs for violation of Cal. Lab. Code § 226.

24 F. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

25 G. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
26 unpaid minimum wages according to proof at trial;

27 H. Liquidated damages pursuant to Cal. Lab. Code §§ 1197.5(c)

28 I. Interest at an annual rate of 10% for wages due to violation of the California Equal

1 Pay Act and pursuant to Cal. Lab. Code 218.6

2 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

3 1. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys

4 General Act of 2004;

5 3. On all claims:

6 A. An award of interest, including prejudgment interest at the legal rate;

7 B. Such other and further relief as the Court deems just and equitable; and

8 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

9
10 DATED: June 27, 2024

Respectfully submitted,

11 **EMRAN LAW FIRM**

12
13 By: Harris Emran

14 Harris Emran, Esq.

15 Attorney for PLAINTIFF and OTHER
16 AGGRIEVED EMPLOYEES
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DEMAND FOR A JURY TRIAL

PLAINTIFF demand a jury trial on issues triable to a jury.

DATED: June 27, 2024

EMRAN LAW FIRM

By: Harris Emran
Harris Emran, Esq.
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES

EXHIBIT A



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

April 17, 2024

Harris Emran
415 Mission St, 37 FL
San Francisco, CA 94105

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202404-24387717
Right to Sue: Chin / TITAN MANAGEMENT GROUP LLC

Dear Harris Emran:

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

April 17, 2024

RE: Notice of Filing of Discrimination Complaint
CRD Matter Number: 202404-24387717
Right to Sue: Chin / TITAN MANAGEMENT GROUP 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

April 17, 2024

Sabrina Chin

,

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202404-24387717
Right to Sue: Chin / TITAN MANAGEMENT GROUP LLC

Dear Sabrina Chin:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective April 17, 2024 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

Sabrina Chin

CRD No. 202404-24387717

Complainant,

vs.

TITAN MANAGEMENT GROUP LLC
72 TEHAMA ST
SAN FRANCISCO,, CA 94105

Respondents

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

2. Complainant **Sabrina Chin**, resides in the City of , State of .

3. Complainant alleges that on or about **December 1, 2023**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's sex/gender and as a result of the discrimination was denied equal pay.

Additional Complaint Details:

1 VERIFICATION

2 I, **Kaitlin Martinez**, 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 April 17, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Francisco, CA**
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EXHIBIT C

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL MUTUAL RELEASE

This Confidential Settlement Agreement and General Mutual Release ("Agreement") is made and entered between Sabrina Chin ("Chin") and Titan Management Group, LLC ("Titan"), for the consideration and promises herein stated. (Chin and Titan may be referred to jointly herein as "the Parties").

RECITALS

WHEREAS, Chin filed a lawsuit against Titan in the Superior Court of California for the County of San Francisco, Case number CGC2415976 (referred to herein as "the Action").

WHEREAS, Titan disputes and denies Chin's claims.

WHEREAS, The Parties now desire to settle fully and finally all of the claims that were or could have been asserted in the Action and all other differences between them.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Settlement Payment.

In exchange for the promises and obligations herein contained, Titan shall pay to Chin the total sum of EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) payable as follows:

- (a) \$7,684.37 less applicable payroll taxes payable to Sabrina Chin. Titan agrees that it will issue a W2 in the amount of \$7,684.37 to Chin;
- (b) \$43,544.80 payable to Sabrina Chin. Titan agrees that it will issue a 1099-MISC in the amount of \$43,544.80 to Chin;
- (c) \$28,770.83 payable to Emran Law Firm. Titan agrees that it will issue a 1099-MISC in the amount of \$28,770.83 to Emran Law Firm; and

Should it be determined by an authorized authority that the portion of the Settlement Payment issued under IRS Form 1099 should be treated as taxable income, the Parties understand and agrees that Chin shall be solely responsible for the employee-related reporting and payment of any state, local and/or federal income tax, if any, on any of the amounts paid to Chin hereunder. Titan makes no representations as to the taxability of the settlement sum or any portion thereof.

All Settlement Payments will be mailed to Emran Law Firm, 415 Mission Street, 37th Floor, San Francisco, CA 94105 within twenty-one (21) days of the Effective Date of this Agreement ("Effective Date" is defined in Paragraph 5 of this Agreement).

Each party shall bear its own attorney fees and costs besides as stated in Paragraph 15 of the Agreement.

Counsel for Chin agree to provide counsel for Titan all W9 Forms necessary to process payment of the Settlement Amount and a fully executed Request for Dismissal of the Action *with prejudice* within two (2) days of Chin's execution of this Agreement.

2. Dismissal of Action.

Chin agrees that upon the Settlement Payments having been received by Emran Law Firm, Titan will cause to be filed a full Dismissal with Prejudice of the Complaint of the Action of all parties and all causes of action.

3. No Admission of Liability.

This Agreement is entered into in compromise of disputed claims. Chin acknowledges that the execution of this Agreement and the payment of the amounts hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of the Titan or any other person or business entity. Chin further acknowledges that Titan denies all allegations of wrongdoing alleged in the Action. The Parties intend, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of litigation.

4. General Release.

In exchange and except for the consideration identified above, the Parties, and each of them, agree to the following: Chin, Chin's heirs, executors and assigns ("Chin's Releasors") agree to and hereby do absolutely, forever and fully, generally and specifically, release and discharge Titan and each of its agents, insurers, reinsurers, co-employers, associates, independent contractors, employees, employers, directors, officers, shareholders, partners, joint ventures, subsidiaries, successors or predecessor entities, estates, representatives, executors, administrators, attorneys, insurers, heirs, executors and assigns ("Titan's Releasees") from any and all claims, contentions, rights, debts, liabilities, demands, accounts, obligations, duties, promises, costs, expenses (including, but not limited to, attorneys' fees), liens, subrogation rights, indemnification rights, damages, losses, actions, and causes of action, of any kind whatsoever (hereinafter referred to as "Claims"), whether due or owing in the past, present or future and whether based upon federal, state, or local contract law, tort law, statute, or any other legal or equitable theory of recovery, and whether known or unknown, suspected or unsuspected, fixed or contingent, matured or unmatured, with respect to, pertaining to, or arising from any matters, acts, omissions, events, conduct or occurrences at any time prior to the date of this Agreement including, without limiting the generality of the foregoing provisions, any and all causes of action, Claims, or remedies referred to or based upon the facts alleged in the Complaint filed in the subject Action. Chin also agrees to indemnify and hold harmless Titan and Titan's Releasees from any action regarding the taxability of any settlement funds paid as part of this Agreement.

Chin further promises and agree that Chin will not participate, assist, or cooperate in any claims by third parties against Titan, whether before a court, arbitrator, or administrative or government agency, unless required to do so by a lawful subpoena, court order, or other law, and understands and agrees that a breach of this promise will constitute a material breach of this Agreement. Chin further promises and agrees that Chin shall not accept damages of any nature, or other equitable or legal remedies for Chin's own benefit, or attorney's fees or costs from Titan or Titan's Releasors with respect to any claim released by this Agreement, other than those which are set forth in this Agreement.

This Release includes, but is not limited to, all claims that can be lawfully released, including those claims involving: wrongful or constructive termination; gender discrimination; failure to prevent discrimination; failure to indemnify; failure to reimburse; failure to timely pay wages; failure to pay wages upon termination; failure to provide itemized wage statements; breach of contract; retaliation; assault; battery; infliction of emotional distress; cash shortages; missed meal periods; missed rest breaks; or wage and hour ordinances; failure to pay minimum wages; failure to pay overtime; all tort, statutory, contract and constitutional claims of any nature; all claims under Cal. Lab. Code §§ 2698, *et seq.*; all claims for pain and suffering; any claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (29 U.S.C. Section 621 *et seq.*), the Americans with Disabilities Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act (Cal. Labor Code Section 2698 *et seq.*), the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Constitution, the California Family Rights Act, the California Labor Code, the California Government Code, the California Business & Professions Code, the Older Worker's Benefit Act; any claims for job injuries; or any other federal, state, or local statute or regulation; or any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, stock, stock options, phantom stock, life insurance, health and medical insurance or any other fringe benefit; costs and attorneys' fees; and any other claims, whether in law or equity, which Chin asserts or could assert, at common law or under statute, rule, regulation, or order of law, whether federal, state, or local.

5. Period of Consideration/Right to Revocation.

Chin acknowledges that, before signing this Agreement, Chin has twenty-one (21) calendar days to consider it. Chin further understands that Chin may sign this Release at any time before the expiration of the 21-day consideration period and, by so doing, will waive the 21-day waiting period. Chin agrees and understands that Chin may revoke the release of Age Discrimination in Employment Act ("ADEA") claims within seven (7) days after their execution of it. Any revocation must be in writing and sent via electronic mail rgreenspan@grsm.com. Failure to revoke within seven (7) days will result in the entire release being permanent.

Chin further understands and acknowledges that:

- (a) This paragraph 5 of the Agreement constitutes a voluntary waiver of any and all rights and claims Chin has against Titan and Titan's Releasees as of the date of the execution of this Agreement arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 623, *et seq.*;
- (b) Chin is hereby advised in writing to consult with an attorney of her choice concerning this Agreement prior to executing it;
- (c) Chin has been afforded a period of at twenty-one (21) days to consider the terms of this Agreement, and in the event Chin should decide to execute this Agreement in fewer than twenty-one (21) days, Chin has done so with the express understanding that Chin has been given and declined the opportunity to consider this Agreement for a full twenty-one (21) days;
- (d) Chin may revoke paragraph 5 of this Agreement at any time during the seven (7) days following the date of execution of this Agreement, and this paragraph 5 of the Agreement shall not become effective or enforceable until such revocation period has expired. Chin further understands and agrees that should she not

revoke this paragraph 5 of the Agreement at any time during the seven (7) days following the date of execution of this Agreement, Chin will receive the full amount of the payment provided for in this Agreement as consideration for the release of all Chin's rights and claims addressed in this Agreement; and

- (e) Any changes to this Agreement, whether material or immaterial, do not restart the (7) days consideration period.

The Parties also agree Titan is authorized to file a Stipulation and Order dismissing Chin's Thirteenth Cause of Action under PAGA pursuant to this Agreement. Chin understands that this Agreement does not become effective until either seven (7) calendars days after Chin executes this Agreement, provides all necessary W-9 Forms to process payment of the Settlement Amount, and provides a fully executed Request for Dismissal for Titan's counsel to hold in trust OR the date the Court signs the Stipulation and Order dismissing Chin's Thirteenth Cause of Action under PAGA, whichever is later (the "Effective Date").

6. Waiver of Civil Code Section 1542.

The Parties hereby waive any and all rights or benefits under Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties hereby represent and warrant that they understand the effect of this waiver, and Code section, and that they were offered the opportunity to seek legal counsel for advice concerning this Agreement.

7. Release of Unknown Claims.

The Parties acknowledge that they may hereafter discover Claims and/or facts now unknown or unsuspected that existed as of the date this Agreement is executed, which are in addition to, or different from, those which the Parties now know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, the Parties intend by this Agreement to release fully, finally, and forever all Claims released hereby. Accordingly, this Agreement shall remain in full force as a complete release of such Claims notwithstanding the discovery or existence of any such additional or different Claims and/or facts before or after the date of this Agreement.

8. Representation and Warranty by Releasing Parties.

Chin represents and warrants to the Titan Releasees that she: (i) is the lawful owners of all claims released here, (ii) has all necessary power and authority to make such release, including any necessary consent or approval from any person and including the absence of any duty or obligation that would prevent, or be put in breach or default by, such release, and (iii) has not heretofore transferred or attempted to transfer all or any part of any such thing released in any manner whatsoever, including by way of subrogation or operation of law. Chin shall indemnify and hold harmless her Releasees, and each of them, with respect to any liability, cost, expense, or claim with respect to, pertaining to, or arising from any assertion of any such

obligation or transfer or lack of such power or authority including, but not limited to, reasonable attorneys' fees and costs. Chin represents and warrants further to her Releasees and each of them, that this Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of their Releasees or any other person or entity whatsoever. Chin represents that she has consulted with and been advised by their counsel of record in the Action with regard to this Agreement.

9. Confidentiality.

Chin agrees that she shall not disclose the fact of or the amount of this settlement, the terms and contents of this Agreement, and the negotiations leading thereto. She agrees to not disclose the fact of or the amount of this settlement, the terms and contents of this Agreement, and the negotiations leading thereto to any current or former employees of the Titan. Accordingly, Notwithstanding this Paragraph, Chin may disclose the terms of this Agreement as follows:

- (a) in response to an order, disclosure requirement, or subpoena of a court of competent jurisdiction;
- (b) in response to any inquiry or order issued by a governmental agency;
- (c) in response to a request from the California State Bar;
- (d) to the extent necessary to report income to appropriate taxing authorities, and in other related dealings with taxing authorities; and
- (e) to her legal, tax and financial advisors,
- (f) to her spouse (if any),
- (g) in any action or proceeding brought to enforce this agreement.

In the event of an unsolicited inquiry, Chin or her attorneys may choose not to respond or may respond only by stating, "I have no comment," or "The matter has been resolved." No other response (whether by words, gesture, expression, or otherwise) may be made to any such inquiries, including any follow-up inquiries.

In the event of a breach, the prevailing party shall be entitled to recover his/her reasonable attorney fees and costs in an action to enforce this provision. The prevailing party in any such action shall also be entitled to Liquidated Damages of \$3,000.00 per proven breach of this provision.

The Parties specifically agree that they will not waive attorney client privilege in order to allow their counsel to disclose any of the terms of this Agreement or its existence.

10. Non-Disparagement.

Chin agrees not to make any disparaging remarks about Titan, whether written or oral (including electronic communication in any form) or Titan's officers, directors, and management team including, but not limited to, Michael Alfaro and Deborah Arbasetti.

11. Neutral Reference.

In response to a written or verbal employment verification and/or reference inquiry on behalf of Chin from a prospective employer, Titan will direct any such prospective employer to the appropriate Human Resources employee, who will provide a “neutral” reference by confirming Chin’s employment with Titan and providing Chin’s job title and dates of employment only.

12. Binding Effect.

This Agreement and all documents referred to herein shall bind and inure to the benefit of each of the Parties hereto and the Releasees.

13. Additional Representations and Warranties of the Parties.

The Parties, and each of them, further represent and warrant to each other that:

- (a) **Understanding of Agreement.** The Parties understand and agree to this Agreement and the terms and conditions contained herein and, in the documents, referred to herein, and have relied upon their own judgment, belief, knowledge, understanding and expertise concerning the legal effect of this Agreement;
- (b) **Voluntary Resolution.** The Parties enter into this Agreement and the documents referred to herein, knowingly and voluntarily, in the total absence of any fraud, mistake, duress, coercion, or undue influence and after careful thought and reflection upon this Agreement and the documents referred to herein; and accordingly, by signing this document and the documents referred to herein, they signify full understanding, agreement and acceptance.
- (c) **Investigation of Facts.** The Parties have investigated the facts pertaining to this Agreement and all matters pertaining thereto as deemed necessary.
- (d) **Parties’ Representations & Warranties.** The Parties have not commenced or prosecuted, and will not commence or prosecute, any other action or proceeding for recovery of damages or for any form of equitable relief, declaratory relief or any other form of action or proceeding or arbitration against any Party or other person based upon the Claims released in this Agreement including, but not limited to, the Claims that are the subject of the Action. This Agreement shall constitute a judicial bar to the institution of any such action or proceeding or any assignment thereof.
- (e) **Medicare Representations:** Settlement is contingent on Chin’s compliance with Section 111 of the Medicare, Medicaid, and SCHIP Extension Act. This Agreement is based upon a good faith determination of the Parties to resolve a disputed claim and the Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare’s interest and incorporate such into the settlement terms where applicable. Medicare information, including Chin’s full address, Social Security Number, date of birth and gender were provided to counsel for Titan by Chin, and such information shall be held in confidence by counsel and shall be provided only to The Center for Medicare and Medicaid Services as necessary. Further, Chin represents and warrants that she has no

current Claim for Social Security Disability benefits nor are they appealing or re-filing for Social Security Disability benefits. Chin agrees to indemnify and hold Titan and Titan's Releasees harmless from any Claims of, or right of recovery as a result of any future payment which may be made by Medicare or any other entity for or on behalf of Chin for such future care. Chin agrees to hold harmless Titan and Titan's Releasees for any loss of Medicare benefits or Social Security benefits Chin may sustain as a result of this Agreement. In addition, Chin agrees to release as part of this Agreement any right to bring any possible future action under Medicare Secondary Payer Statute against Titan. Chin has been apprised of their right to seek assistance from legal counsel of their choosing or directly from Social Security Administration or other government agencies regarding the impact this Agreement may have on Chin's current or future entitlement to Social Security or other governmental benefits. Chin acknowledges that acceptance of the Settlement Amount may affect Chin's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Chin desires to enter into this Agreement to settle her claims against the Released Parties according to the terms set forth in this Agreement.

14. Ambiguities or Uncertainties.

This Agreement and the documents referred to herein, and any ambiguities or uncertainties herein or therein, shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this document or the documents referred to herein, on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of the Agreement and the documents referred to herein, or have had equal opportunity to do so and to consult with counsel of their choice. Accordingly, Chin waives the benefit of California Civil Code § 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

15. Attorneys' Fees to Prevailing Party.

In the event of a breach of any provision of this Agreement, any Party may institute an action specifically to enforce any term or terms of this Agreement, the unsuccessful party to the Litigation shall pay to the prevailing party, in addition to any other relief that may be granted, all reasonable costs and expenses of the Litigation, including without limitation, the prevailing party's reasonable attorneys' fees and expenses, as awarded by any court of law.

16. California Law; Construction.

This Agreement and the documents referred to herein, shall be governed by and construed and interpreted in accordance with, the laws of the State of California. In the language of this document and the documents referred to herein, the singular and plural numbers, and the masculine, feminine and neuter genders, shall each be deemed to include all others, and the word "person" shall be deemed to include corporations and every other entity, as the context may require.

17. Severability.

In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

18. Multiple Counterparts; Execution by Facsimile Or PDF.

This Agreement and any document referred to herein, may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument. Any Party may execute and/or deliver this Agreement by facsimile or PDF.

19. Waiver, Modification and Amendment.

No breach of this Agreement or of any provision herein can be waived except by an express written waiver executed by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement. This Agreement may be amended, altered, modified or otherwise changed in any respect or particular only by a writing duly executed by the Parties hereto or their authorized representatives.

20. Enforceability.

The Parties specifically agree that (i) this Agreement is admissible as evidence and subject to disclosure in enforcement proceedings; (ii) this Agreement is binding and enforceable; (iii) all the material terms of the settlement agreement are set forth herein; (iv) this Agreement is enforceable under California Code of Civil Procedure section 664.6 and the San Francisco County Superior Court, upon motion of either party, may enter judgment pursuant to the terms hereof; (v) neither party shall oppose a motion under California Code of Civil Procedure section 664.6 to enter judgment pursuant to the terms of this settlement agreement on the grounds that this Agreement is confidential or otherwise privileged; and (vi) all Parties specifically waive any confidentiality privilege that may apply to this Agreement solely for purposes of its enforcement in a Court of law. The Parties agree and jointly request that the Court presiding over the Action retain continuing jurisdiction over the Parties to enforce the terms of this Agreement and carry its provisions into effect.

Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this Agreement by placing their signatures below.

Dated: February 7, 2025

By: 
SABRINA CHIN, Plaintiff

Date: February 10, 2025

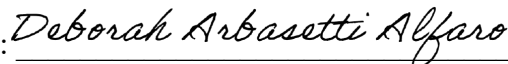
By: 
TITAN MANAGEMENT GROUP, LLC
Name: Deborah Arbasetti Alfaro
Title: Director of Operations

EXHIBIT D



Kaitlin Martinez <kaitlin@emranlaw.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: kaitlin@emranlaw.com

Tue, Mar 18, 2025 at 2:58 PM

03/18/2025 02:57:41 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1023628-24
Plaintiff for PAGA Case: Sabrina Chin
Filer/Attorney for PAGA Case: Harris Enman
Law Firm for PAGA Plaintiff: Enman Law Firm
Employer: Titan Management Group LLC
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: San Francisco Superior Court
PAGA Court Case Number: CGC-24-615976
Violation Type:
Related DOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with PAGA Notice on 04/22/2024 11:02:47 AM	2024.04.22 Sabrina Chin Complaint.pdf	4/22/2024 6:03 PM	PAGA Notice
Court Complaint Submitted on 12/11/2024 03:17:48 PM by Harris Enman	Complaint (2).pdf	12/11/2024 11:17 PM	Court Complaint
PAGA Notice Submitted on 04/22/2024 11:02:47 AM by Harris Enman	2024.04.22 Sabrina Chin PAGA Notice.pdf	4/22/2024 6:03 PM	PAGA Notice
Proposed Settlement Submitted on 03/14/2025 01:26:50 PM by Kaitlin Martinez	2025.2.4 - Chin v. Titan Management - CONFIDENTIAL RELEASE AND SETTLEMENT AGREEMENT - FINAL(97956638.1) -Signed (005)(99602542.1).pdf	3/14/2025 8:26 PM	Proposed Settlement
Proposed Settlement Submitted on 03/18/2025 02:57:41 PM by Kaitlin Martinez	Chin Settlement Agreement.pdf	3/18/2025 9:57 PM	Proposed Settlement

EXHIBIT E