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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.

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

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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.

28 //

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

KEVIN KISH, DIRECTOR

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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