

SAN LUIS OBISPO SUPERIOR COURT
BY: C. M. Kastner
C. M. Kastner, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO – PASO ROBLES COURTHOUSE

MARIA LOPEZ CORONA,

Plaintiff,

vs.

VEBO ENTERPRISES, INC.; and DOES 1
through 25, inclusive,

Defendants.

CASE NO: 24CVP-0137

Assigned for All Purposes to:

COMPLAINT

[Unlimited Civil Case – Exceeds \$35,000]

Trial Date:

Complaint filed:

JURY TRIAL DEMANDED

Comes now MARIA LOPEZ CORONA (“Plaintiff”), who asserts claims against VEBO ENTERPRISES, INC. and Does 1 through 25, inclusive, (collectively “Defendants”) as follows:

JURISDICTION AND VENUE

1. Jurisdiction and venue are proper in this Court because the unlawful conduct alleged to have been committed occurred San Luis Obispo County.
2. The amount in controversy in this matter exceeds the sum of \$35,000.00, exclusive of interest and costs.

PARTIES

3. Plaintiff MARIA LOPEZ CORONA is and at all times relevant to this action was an individual residing in the State of California.

1 4. Defendant VEBO ENTERPRISES, INC. (“VEI”) is and at all times relevant to this
2 action was a business entity doing business in California.

3 5. Whenever in this complaint reference is made to any act, deed, or conduct of
4 Defendant, the allegation means that Defendant engaged in the act, deed, or conduct by or through
5 one or more of its officers, directors, agents, employees, or representatives, who was actively
6 engaged in the management, direction, control, or transaction of the ordinary business and affairs
7 of Defendant.

8 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
9 associate, or otherwise, of the defendants sued herein as Does 1 through 25, inclusive, and
10 therefore sues said defendants (the “Doe Defendants”) by such fictitious names. Plaintiff will
11 amend this complaint to insert the true names and capacities of the Doe Defendants at such time as
12 the identities of the Doe Defendants have been ascertained.

13 7. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are
14 the partners, agents, or principals and co-conspirators of Defendant, and of each other; that
15 Defendant and the Doe Defendants performed the acts and conduct herein alleged directly, aided
16 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the
17 benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent
18 of the liability of Defendants as alleged herein.

19 8. Plaintiff is further informed and believes, and thereon alleges, that at all times
20 herein material, each Defendant was completely dominated and controlled by its co-Defendants
21 and each was the alter ego of the other. Whenever and wherever reference is made in this
22 complaint to any conduct by Defendant or Defendants, such allegations and references shall also
23 be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and
24 severally. Whenever and wherever reference is made to individuals who are not named as
25 Defendants in this complaint, but were employees and/or agents of Defendants, such individuals at
26 all relevant times acted on behalf of Defendants named in this complaint within the scope of their
27 respective employments.

28 ///

1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

2 9. For all causes of action subject to exhaustion requirements, prior to the initiation of
3 this lawsuit, Plaintiff filed a complaint against Defendant with the California Civil Rights
4 Department pursuant to section 12900 et seq. of the California Government Code alleging the
5 claims described in this Complaint. The CRD issued a "right to sue" letter. True and correct copies
6 of the administrative complaint and the "right to sue" letter are attached hereto collectively as
7 Exhibit 1. All conditions precedent to the institution of this lawsuit have been fulfilled. This
8 action is filed within one year of the date that the CRD issued its right to sue letter.

9 **FACTS COMMON TO ALL CAUSES OF ACTION**

10 10. Mrs. Maria Guadalupe Lopez Corona worked for VEI at one of its restaurants in
11 Paso Robles, CA starting on or about January 18, 2021, and ending on or about October 9, 2023.
12 Her duties included cleaning, cashier work, washing dishes, preparing food, delivering food,
13 refilling food stations, and other tasks as needed.

14 11. A VEI manager was in charge of relieving employees; according to VEI
15 instructions, they could not leave their posts without the manager's permission (she would instruct
16 the employees to "go on break"). During Plaintiff's regular shifts of approximately eight hours,
17 when VEI permitted a rest period, VEI permitted employees including Plaintiff only one rest
18 period in the morning prior to her lunch. Much of the time, VEI did not permit the first rest
19 period. VEI also did not grant employees including Plaintiff a second rest period after her meal
20 period.

21 12. Additionally, meal periods were problematic. VEI staggered employees' meal
22 periods to make sure there was adequate coverage in the restaurant, requiring many employees'
23 meal periods to start past the 5-hour mark.

24 13. VEI also required Plaintiff to drive in her personal vehicle for business-related
25 purposes without reimbursing her for these expenses. Although working conditions at VEI were
26 not great, Plaintiff needed a paycheck and continued doing her job.

27 14. On or about October 9, 2023, Plaintiff informed VEI that she needed four days off
28 work to care for her daughter's serious health condition.

15. Rather than granting her request for leave to which she was legally entitled, VEI immediately terminated Plaintiff on or about October 9, 2023.

16. To make matters worse, VEI refused to pay all of Plaintiff's wages at the time of termination as required by law. VEI informed Plaintiff she had to wait until the next regular payday to receive her final wages.

17. Plaintiff now proceeds with this suit to recover all legal remedies available under California law.

FIRST CAUSE OF ACTION

(Violation of California Family Rights Act – Against All Defendants)

18. Plaintiff realleges the foregoing allegations and hereby incorporates them by reference as though fully set forth.

19. At all times herein mentioned, California Government Code §§ 12945.1, et seq., was in full force and effect and was binding upon Defendants.

20. At all times herein mentioned, Plaintiff was an employee within the meaning and scope of California Government Code §§ 12945.1, et seq., and, as such, Plaintiff had the right to maintain her employment without experiencing discrimination and retaliation on the basis of her right to CFRA leave.

21. Defendants employ more than five employees in California, within the meaning of the California Family (“CFRA”), Government Code § 12945.1, et seq. Defendants are covered entities or employers within the meaning of this statute.

22. At all times herein mentioned, Defendants were employers, or agents of employers, within the meaning of the CFRA and, as such, are barred from discriminating in employment decisions on the basis of covered leave and interfering with employees' protected CFRA leaves.

23. At all times relevant, Plaintiff was an employee of Defendants.

24. Plaintiff was eligible for CFRA medical leave for her daughter's serious health condition.

25. Plaintiff requested and exercised her right to take leave for a qualifying CFRA purpose.

1 26. As a result of Plaintiff's request and taking of protected leave, Plaintiff suffered
2 adverse employment actions as described above when Defendants discriminated and retaliated
3 against Plaintiff by immediately terminating her employment.

4 27. Plaintiff is informed and believes and based thereon alleges that her protected
5 activities of requesting and taking family and/or medical leave, were substantial motivating
6 reasons for Defendants performing the aforementioned adverse employment actions.

7 28. This retaliation violates California Government Code §§ 12945.1, et seq., and was
8 a substantial factor in causing damage and injury to Plaintiff, as alleged herein.

9 29. As a direct, foreseeable, and proximate result of the wrongful conduct of
10 Defendants, Plaintiff has sustained and continues to sustain, economic damages in earnings and
11 other employment benefits in an amount according to proof.

12 30. As a direct, foreseeable, and proximate result of the wrongful conduct of
13 Defendants, Plaintiff has sustained, and continues to sustain, non-economic damages and
14 emotional distress.

15 31. Plaintiff has sustained general and special damages.

16 32. The acts and conduct of Defendants constituted "malice," "oppression," and/or
17 "fraud" (as those terms are defined in California Civil Code Section 3294(c)), in that these acts
18 were intended by Defendants to cause injury to Plaintiff and/or constituted despicable conduct
19 carried on by Defendants with willful and conscious disregard of the rights of Plaintiff.

20 33. The acts of Defendants were done fraudulently, maliciously and oppressively and
21 with the advance knowledge, conscious disregard, authorization, ratification or act of oppression,
22 within the meaning of Civil Code Section 3294 on the part of Defendants' officers, directors, or
23 managing agents of their corporations, including the acts Plaintiff's supervisors and Defendants'
24 officers and employees. The actions and conduct of the Defendants were intended to cause injury
25 to Plaintiff and constituted deceit and concealment of material facts known to Defendants with the
26 intention of the Defendants to deprive Plaintiff of property and legal rights, justifying an award of
27 exemplary and punitive damages in an amount according to proof.

28 34. As a further direct, legal, and proximate result of the conduct of Defendants,

1 Plaintiff was caused to and did employ the services of counsel to prosecute this action, and is
2 accordingly entitled to an award of attorneys' fees according to proof.

3 **SECOND CAUSE OF ACTION**

4 **(Violation of Healthy Workplaces, Healthy Families Act of 2014 – Against All Defendants)**

5 35. Plaintiff realleges the foregoing allegations and hereby incorporates them by
6 reference as though fully set forth.

7 36. "An employee who, on or after July 1, 2015, works in California for the same
8 employer for 30 or more days within a year from the commencement of employment is entitled to
9 paid sick days as specified in this section." Lab. Code, § 246(a)(1).

10 37. "An employer shall not deny an employee the right to use accrued sick days,
11 discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an
12 employee for using accrued sick days, attempting to exercise the right to use accrued sick days,
13 filing a complaint with the department or alleging a violation of this article, cooperating in an
14 investigation or prosecution of an alleged violation of this article, or opposing any policy or
15 practice or act that is prohibited by this article." Lab. Code, § 246.5, subd. (c)(1).

16 38. At all times herein mentioned, Plaintiff was an employee within the meaning and
17 scope of the foregoing statute, and, as such, Plaintiff had the right to maintain her employment
18 without experiencing discrimination and retaliation on the basis of her right to take her accrued
19 paid sick leave. Plaintiff also had the right to be paid out all of her paid sick leave to care for her
20 daughter.

21 39. Defendants are covered entities or employers within the meaning of the statute.

22 40. At all times herein mentioned, Defendants were employers, or agents of employers,
23 within the meaning of the § 246.5 and, as such, are barred from discriminating in employment
24 decisions on the basis of covered leave and interfering with employees' protected leaves.

25 41. At all times relevant, Plaintiff was an employee of Defendants.

26 42. Plaintiff was eligible for sick leave for her daughter's health condition.

27 43. Plaintiff requested and exercised her right to take leave for a qualifying purpose.

28 44. As a result of Plaintiff's request and taking of protected leave, Plaintiff suffered

adverse employment actions as described above when Defendants discriminated against Plaintiff on by immediately terminating her employment.

45. Plaintiff is informed and believes and based thereon alleges that her protected activities of requesting and taking sick leave were substantial motivating reasons for Defendants performing the aforementioned adverse employment actions.

46. This retaliation violates § 246.5 and was a substantial factor in causing damage and injury to Plaintiff, as alleged herein.

47. As a direct, foreseeable, and proximate result of the wrongful conduct of Defendants, Plaintiff has sustained and continues to sustain, economic damages in earnings and other employment benefits in an amount according to proof.

48. As a direct, foreseeable, and proximate result of the wrongful conduct of Defendants, Plaintiff has sustained, and continues to sustain, non-economic damages and emotional distress.

49. Plaintiff has sustained general and special damages.

50. The acts and conduct of Defendants constituted “malice,” “oppression,” and/or “fraud” (as those terms are defined in California Civil Code Section 3294(c)), in that these acts were intended by Defendants to cause injury to Plaintiff and/or constituted despicable conduct carried on by Defendants with willful and conscious disregard of the rights of Plaintiff.

51. The acts of Defendants were done fraudulently, maliciously and oppressively and with the advance knowledge, conscious disregard, authorization, ratification or act of oppression, within the meaning of Civil Code Section 3294 on the part of Defendants’ officers, directors, or managing agents of their corporations, including the acts Plaintiff’s supervisors and Defendants’ officers and employees. The actions and conduct of the Defendants were intended to cause injury to Plaintiff and constituted deceit and concealment of material facts known to Defendants with the intention of the Defendants to deprive Plaintiff of property and legal rights, justifying an award of exemplary and punitive damages in an amount according to proof.

52. As a further direct, legal, and proximate result of the conduct of Defendants, Plaintiff was caused to and did employ the services of counsel to prosecute this action.

1 **THIRD CAUSE OF ACTION**

2 **(Wrongful Termination – Against All Defendants)**

3 54. Plaintiff realleges the foregoing allegations and hereby incorporates them by
4 reference as though fully set forth.

5 53. At all times relevant, the public policy of the State of California, as codified,
6 expressed and mandated in California Government Code Section 12945.1, et seq. was to prohibit
7 employers from discriminating and retaliating against any individual based upon exercise of rights
8 under that section. This public policy of the State of California is designed to protect all
9 employees and to promote the welfare and well-being of the community at large. Accordingly, the
10 actions of Defendants, and each of them, in discriminating and retaliating against and terminating
11 Plaintiff on the grounds stated above was wrongful and in contravention and violation of the
12 express public policy of the State of California, to wit, the policy set forth in California
13 Government Code Section 12945.1, et seq., and the laws and regulations promulgated thereunder.

14 54. Defendants' wrongful termination of Plaintiff as described above occurred in
15 violation of the fundamental public policies of the State of California, including, but not limited to
16 those promulgated and set forth in FEHA and the CFRA.

17 55. These public policies inure to the benefit of the public, not just the private interests
18 of the employer and employee, because all individuals within the State are afforded these rights.

19 56. Defendants' termination of Plaintiff violated the aforementioned fundamental
20 principles of public policy in that there is a substantial and fundamental policy against
21 discrimination and retaliation as delineated in the FEHA and CFRA.

22 57. As a direct, foreseeable, and proximate result of the wrongful conduct of
23 Defendants, Plaintiff has sustained and continues to sustain, economic damages in earnings and
24 other employment benefits in an amount according to proof.

25 58. As a direct, foreseeable, and proximate result of the wrongful conduct of
26 Defendants, Plaintiff has sustained, and continues to sustain, non-economic damages and
27 emotional distress.

28 59. Plaintiff has sustained general and special damages.

60. The acts and conduct of Defendants constituted “malice,” “oppression,” and/or “fraud” (as those terms are defined in California Civil Code Section 3294(c)), in that these acts were intended by Defendants to cause injury to Plaintiff and/or constituted despicable conduct carried on by the Defendants with willful and conscious disregard of the rights of Plaintiff.

61. The acts of Defendants were done fraudulently, maliciously and oppressively and with the advance knowledge, conscious disregard, authorization, ratification or act of oppression, within the meaning of Civil Code Section 3294 on the part of the officers, directors, or managing agents of the corporations of Defendants, including the acts Plaintiff's supervisors and the officers and employees of Defendants. The actions and conduct of the Defendants were intended to cause injury to Plaintiff and constituted deceit and concealment of material facts known to Defendants with the intention of the Defendants to deprive Plaintiff of property and legal rights, justifying an award of exemplary and punitive damages in an amount according to proof.

FOURTH CAUSE OF ACTION

(Failure to Provide Compliant Breaks – Against All Defendants)

62. Plaintiff realleges the foregoing allegations and hereby incorporates them by reference as though fully set forth.

63. “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.” Cal. Lab. Code, § 512, subd. (a).

64. Pursuant to Labor Code sections 226.7 and 512, and the applicable IWC Wage Order, duty-free meal periods of no less than thirty (30) minutes are required for all non-exempt employees who work at least five (5) hours in a work period per day. The employee must be

1 relieved of all duty. An employer may not employ an employee for a work period of more than 10
2 hours per day without providing the employee with a second meal period of not less than 30
3 minutes. Time records of meal periods must be kept. Meal periods must be paid when the
4 employee is not relieved of all duties. An employer who fails to provide a duty-free meal period
5 must pay the employee an additional one (1) hour regular pay for each day in which a duty-free
6 meal period is not provided.

7 65. "If an employer fails to provide an employee a meal or rest or recovery period in
8 accordance with a state law, including, but not limited to, an applicable statute or applicable
9 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
10 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
11 pay the employee one additional hour of pay at the employee's regular rate of compensation for
12 each workday that the meal or rest or recovery period is not provided." Cal. Lab. Code, § 226.7,
13 subd. (c).

14 66. Throughout Plaintiff's employment, Defendants failed to provide Plaintiff with
15 timely and compliant 30-minute meal periods where she was free of all duties beginning before
16 the 5-hour mark into her shifts. Nor did Defendants provide compliant rest periods.

17 67. Employers must provide non-exempt employees a ten (10) minute duty-free rest
18 period for every four (4) hours worked or major fraction thereof. Duty-free rest periods must be
19 paid. An employer who fails to provide a duty-free rest period must pay the employee an
20 additional one (1) hour of regular pay for each day in which a duty-free rest period is not
21 provided. Cal. Lab. Code, § 226.7, subd. (c).

22 68. Throughout Plaintiff's employment, Defendants maintained an illegal practice of
23 not providing employees, including Plaintiff, with compliant 10-minute rest periods where she
24 was free of all duties.

25 69. Plaintiff is entitled to all premium wages and interest as provided by law.

26 **FIFTH CAUSE OF ACTION**

27 **(Inaccurate Wage Statements – Against All Defendants)**

28 70. Plaintiff realleges the foregoing allegations and hereby incorporates them by

1 reference as though fully set forth.

2 71. “An employer, semimonthly or at the time of each payment of wages, shall furnish
3 to his or her employee, either as a detachable part of the check, draft, or voucher paying the
4 employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized
5 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
6 except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable
7 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
8 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
9 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
10 name of the employee and only the last four digits of his or her social security number or an
11 employee identification number other than a social security number, (8) the name and address of
12 the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in
13 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services
14 of the employer, and (9) all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the employee and, beginning July 1,
16 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay
17 and the total hours worked for each temporary services assignment.” Cal. Lab. Code, § 226, subd.
18 (a).

19 72. “The deductions made from payment of wages shall be recorded in ink or other
20 indelible form, properly dated, showing the month, day, and year, and a copy of the statement and
21 the record of the deductions shall be kept on file by the employer for at least three years at the
22 place of employment or at a central location within the State of California. For purposes of this
23 subdivision, ‘copy’ includes a duplicate of the itemized statement provided to an employee or a
24 computer-generated record that accurately shows all of the information required by this
25 subdivision.” Cal. Lab. Code, § 226, subd. (a).

26 73. Throughout Plaintiff’s employment, Defendants knowingly and intentionally failed
27 to furnish Plaintiff with accurate itemized statements at the time of each payment of wages
28 showing the correct gross and net wages earned as a result of their failure to pay all premium

1 wages owed.

2 74. Plaintiff suffered a presumptive injury as a result of the foregoing violations.

3 75. Plaintiff is entitled to all statutory penalties provided by law, attorneys' fees,
4 injunctive relief for issuance of accurate wage statements and records, and all other relief provided
5 by § 226(e).

6 **SIXTH CAUSE OF ACTION**

7 **(Waiting Time Penalties – Against All Defendants)**

8 76. Plaintiff realleges the foregoing allegations and hereby incorporates them by
9 reference as though fully set forth.

10 77. “If an employer discharges an employee, the wages earned and unpaid at the time
11 of discharge are due and payable immediately.” Cal. Lab. Code, § 201, subd. (a).

12 78. “If an employer willfully fails to pay, without abatement or reduction, in
13 accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee
14 who is discharged or who quits, the wages of the employee shall continue as a penalty from the
15 due date thereof at the same rate until paid or until an action therefor is commenced; but the wages
16 shall not continue for more than 30 days. An employee who secretes or absents himself or herself
17 to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him
18 or her, including any penalty then accrued under this section, is not entitled to any benefit under
19 this section for the time during which he or she so avoids payment.” Cal. Lab. Code, § 203, subd.
20 (a).

21 79. Defendants terminated Plaintiff and knowingly and intentionally failed to issue
22 payment for the foregoing earned wages to Plaintiff.

23 80. Plaintiff is entitled to all statutory penalties available under the law.

24 **SEVENTH CAUSE OF ACTION**

25 **(Failure to Reimburse Expenses – Against All Defendants)**

26 81. Plaintiff realleges the foregoing allegations and hereby incorporates them by
27 reference as though fully set forth.

82. Labor Code section 2802 provides: “(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.... (d) In addition to recovery of penalties under this section in a court action or proceedings pursuant to Section 98, the commissioner may issue a citation against an employer or other person acting on behalf of the employer who violates reimbursement obligations for an amount determined to be due to an employee under this section. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the commissioner shall be the same as those set forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.”

83. Although Defendants required Plaintiff to use her personal property, including vehicle, to perform her job duties, Defendants failed to reimburse Plaintiff for all of these expenses incurred.

84. Plaintiff is entitled to all relief available under the law.

EIGHTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

85. Plaintiff realleges the foregoing allegations and hereby incorporates them by reference as though fully set forth.

86. The acts, omissions, and practices of Defendants as alleged herein constitute unlawful and unfair business acts and practices within the meaning of California Business & Professions Code section 17200, *et seq.*

87. Defendants have engaged in unlawful and unfair business acts and practices, including failure to provide required meal and rest periods without paying the required premiums, all in violation of the statutes and regulations referenced herein.

88. As a result of the conduct described above, Defendants have been, and will be, unjustly enriched at the expense of Plaintiff by the retention of a significant sum of dollars in wages earned and wrongfully withheld from Plaintiff. Plaintiff seeks an order from this Court requiring Defendants to disgorge all ill-gotten gains and awarding Plaintiff full restitution of all monies wrongfully acquired by Defendants, plus attorneys' fees pursuant to California Code of

1 Civil Procedure section 1021.5.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

4 1. For general damages, including emotional distress damages, according to proof on
5 each cause of action for which such damages are available.

6 2. For special damages, according to proof on each cause of action for which such
7 damages are available.

8 3. For compensatory damages, including emotional distress damages, according to
9 proof on each cause of action for which such damages are available.

10 4. For punitive damages.

11 5. For declaratory and injunctive relief in accordance with terms to be determined at
12 the time of trial.

13 6. For prejudgment interest and post-judgment interest according to law.

14 7. For reasonable attorneys' fees incurred in this action pursuant to Government Code
15 §§ 12900 et seq., California Code of Civil Procedure § 1021.5, and Labor Code §§ 218.5 and 226.

16 8. For costs of suit incurred in this action.

17 9. For such other and further relief that the Court deems proper and just.

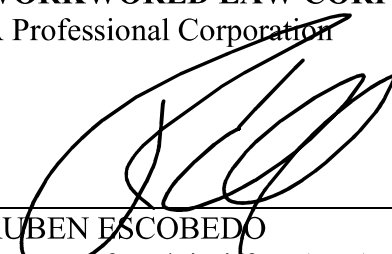
18 **DEMAND FOR JURY TRIAL**

19 Plaintiff demands a trial by jury on all causes of action in this matter.

20 DATED: May 2, 2024

WORKWORLD LAW CORP.

A Professional Corporation

21
22
23 By: 

RUBEN ESCOBEDO

Attorney for Plaintiff, MARIA LOPEZ
CORONA

EXHIBIT 1



Civil Rights Department

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

May 2, 2024

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202405-24571802
Right to Sue: Lopez Corona / VEBO ENTERPRISES, INC.

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

May 2, 2024

Maria Lopez Corona

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202405-24571802
Right to Sue: Lopez Corona / VEBO ENTERPRISES, INC.

Dear Maria Lopez Corona:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective May 2, 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

Maria Lopez Corona

CRD No. 202405-24571802

Complainant,

vs.

VEBO ENTERPRISES, INC.

,

Respondents

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

2. Complainant **Maria Lopez Corona**, resides in the City of , State of .

3. Complainant alleges that on or about **October 9, 2023**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated, denied any employment benefit or privilege, other, denied work opportunities or assignments, denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Complainant experienced retaliation because complainant requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, denied any employment benefit or privilege, other, denied work opportunities or assignments, denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Additional Complaint Details: Mrs. Maria Guadalupe Lopez Corona worked for VEI at one of its restaurants in Paso Robles, CA starting on or about January 18, 2021, and ending on or about October 9, 2023. Her duties included cleaning, cashier work, washing dishes, preparing food, delivering food, refilling food stations, and other tasks as needed.

A VEI manager was in charge of relieving employees; according to VEI instructions, they could not leave their posts without the manager's permission (she would instruct the employees to "go on break"). During Plaintiff's regular shifts of approximately eight hours, when VEI permitted a rest period, VEI permitted employees including Plaintiff only one rest period in the morning prior to her lunch. Much of the time, VEI did not permit the first rest period. VEI also did not grant employees including Plaintiff a second rest period after her meal period.

Additionally, meal periods were problematic. VEI staggered employees' meal periods to make sure there was adequate coverage in the restaurant, requiring many employees' meal periods to start past the 5-hour mark.

VEI also required Plaintiff to drive in her personal vehicle for business-related purposes without reimbursing her for these expenses. Although working conditions at VEI were not great, Plaintiff needed a paycheck and continued doing her job.

On or about October 9, 2023, Plaintiff informed VEI that she needed four days off work to care for her daughter's serious health condition.

Rather than granting her request for leave to which she was legally entitled, VEI immediately terminated Plaintiff on or about October 9, 2023.

To make matters worse, VEI refused to pay all of Plaintiff's wages at the time of termination as required by law. VEI informed Plaintiff she had to wait until the next regular payday to receive her final wages.

Plaintiff now proceeds with this suit to recover all legal remedies available under California law.

1 VERIFICATION

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

5 On May 2, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Paso Robles, CA**
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