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Assigned for All Purposes
Judge Melissa R. McCormick
CX-104

6 Attorneys for Plaintiffs
VANESSA RHYNE and all aggrieved employees

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE, CIVIL COMPLEX CENTER**

10
11 VANESSA RHYNE, individually, and on behalf
of all aggrieved employees,

12 Plaintiffs,

13 v.

14 CROSSROADS COUNTRY CLUB PET
15 RESORT, a California corporation; DANIEL
TAMBOURINE, an individual; and DOES 1
16 through 25, inclusive,

17 Defendants.

Case No. 30-2024-01435549-CU-OE-CXC

) **COMPLAINT FOR DAMAGES FOR:**
) **1. FAILURE TO PROVIDE MINIMUM**
) **WAGE;**
) **2. FAILURE TO PAY OVERTIME**
) **WAGES;**
) **3. FAILURE TO PROVIDE MEAL AND**
) **REST PERIODS;**
) **4. FAILURE TO PROVIDE ACCURATE**
) **AND ITEMIZED WAGE STATEMENTS;**
) **5. FAILURE TO REIMBURSE**
) **NECESSARY BUSINESS EXPENSES;**
) **6. FAILURE TO PROVIDE ACCESS TO**
) **PERSONNEL FILE AND PAYROLL**
) **RECORDS;**
) **7. FAILURE TO PAY ALL WAGES DUE**
) **AND PAYABLE AT SEPARATION OF**
) **EMPLOYMENT;**
) **8. SEXUAL HARASSMENT;**
) **9. RETALIATION IN VIOLATION OF**
) **FEHA;**
) **10. FAILURE TO PREVENT**
) **HARASSMENT AND RETALIATION;**
) **11. WHISTLEBLOWER RETALIATION**
) **12. WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY;**
) **13. UNFAIR BUSINESS PRACTICES;**
) **and**
) **14. VIOLATIONS OF THE PRIVATE**
) **ATTORNEYS GENERAL ACT OF 2004.**
)
) **DEMAND FOR JURY TRIAL**
)



1 Plaintiff VANESSA RHYNE (“Plaintiff”), individually and on behalf of all aggrieved
2 employees, asserts claims against Defendants CROSSROADS COUNTRY CLUB PET RESORT,
3 a California corporation, (“Crossroads”) DANIEL TAMBOURINE, an individual, (“Mr.
4 Tambourine”) and DOES 1 through 25 inclusive, (collectively, “Defendants”) and hereby alleges
5 the following:

6 **JURISDICTION AND VENUE**

7 1. The California Superior Court has jurisdiction over this action pursuant to California
8 Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all
9 causes except those given by statute to other trial courts.” The Statutes under which this action is
10 brought do not specify any other basis for jurisdiction.

11 2. Venue and jurisdiction are proper because Defendants have availed themselves by
12 doing prominent business in the County of Orange; and the damages sought exceed the
13 jurisdictional minimum of this Court.

14 **THE PARTIES**

15 3. Plaintiff, at all relevant times, was and is a resident of Stanton, California.
16 Beginning approximately in February of 2023, Plaintiff was employed by Defendants as a non-
17 exempt hourly dog care employee and was promoted to a Kennel Manager in or around February of
18 2024, and worked in that position until her termination on October 8, 2024. Plaintiff and the other
19 similarly situated aggrieved employees were employed by Defendants and worked at Defendants’
20 locations, whose primary duties included: taking care of dogs, putting them to bed, providing them
21 bathroom breaks, feeding them, administering medications and running health checks on the dogs’
22 weight, teeth and eyes. She also sanitized the kennel area twice weekly and trained new dog care
23 and kennel employees. In both the dog care employee and Kennel Manager position, Plaintiff (1)
24 shared similar job duties and responsibilities; (2) was subjected to the same policies and practices;
25 (3) and endured similar violations at the hands of Defendants as the other aggrieved employees
26 who served in similar and related positions.

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1 4. Plaintiff is informed, believes, and thereon alleges that Defendant Crossroads is a
2 California corporation registered to do business and actively doing business in the State of
3 California, with its principal place of business in Stanton, California. At all times hereinafter
4 mentioned, Defendant Crossroads was an employer whose employees were engaged in Orange
5 County and the State of California. Plaintiff is informed and believes that Defendant Crossroads is
6 a full-service pet resort, and provides certified professional dog trainers, grooming, and pet care,
7 complete with a kennel for overnight visits.¹

8 5. Plaintiff is informed, believes, and thereon alleges that Defendant Mr. Tambourine
9 is, and at all times mentioned herein, was the owner of Defendant Crossroads during the relevant
10 time period.² Further, Plaintiff is informed, believes, and thereon alleges that Defendant
11 Tambourine is, and at all times mentioned herein, was a California resident residing in Orange
12 County, California.

13 6. The true names and capacities, whether individual, corporate, partnership, associate,
14 or otherwise, of Defendants sued herein as DOES 1 through 25, inclusive, are currently unknown to
15 Plaintiff, who therefore sues said Defendants by fictitious names. Plaintiff is informed, believes,
16 and thereon alleges that each of the Defendants designed herein as DOE is legally responsible in
17 some manner for the events and happenings referred to herein, and caused injury and damage
18 proximately thereby to Plaintiff as hereinafter alleged. Plaintiff will seek leave of court to amend
19 this Complaint to show the true names and capacities of the Defendants designated herein as DOES
20 when the same have been ascertained. Whenever in this Complaint reference is made to
21 “Defendants,” such allegation shall be deemed to mean the acts of Defendants acting individually,
22 jointly, or severally.

23 7. Plaintiff is informed, believes, and thereon alleges that Defendants were her
24 “Employer” as that term is defined in the applicable Wage Order of the Industrial Welfare
25 Commission (“IWC”). Plaintiff is informed and believes and thereon alleges that, at all relevant
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28 ¹ See <https://crossroadspetresort.com/> (last visited Oct. 23, 2024)

² See <https://crossroadspetresort.com/about/meet-the-staff/> (last visited Oct. 23, 2024)



1 times mentioned herein, Defendants were Plaintiff's employer.

2 **JOINT LIABILITY**

3 8. Except as hereinafter specially described, Defendants, and each of them, are and
4 were the agents and/or employees of the other Defendants, and in acting as described herein were
5 acting within the scope of their authority or employment as agents and/or employees thereof, and
6 with the permission and consent of the other Defendants.

7 9. As to each of the Defendants, Plaintiff is informed, believes, and thereon alleges
8 that, at all relevant times mentioned herein, each Defendant was the principal, agent, employer,
9 employee, partner, joint venture, officer, director, controlling shareholder, alter ego, subsidiary,
10 affiliate, parent corporation, successor in interest and predecessor in interest of some or all of the
11 other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
12 for profit, and bore such other relationships to some or all of the other Defendants, so as to be liable
13 for the conduct of them.

14 10. Plaintiff is further informed, believes, and thereon alleges that each Defendant acted
15 pursuant to and within the scope of the relationships alleged above; that each Defendant knew or
16 should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the
17 conduct of all other Defendants; and that each Defendant acted pursuant to a conspiracy and
18 agreement to do the things alleged herein.

19 **GENERAL BACKGROUND FACTS**

20 11. Plaintiff began her employment with Defendants in or around February 2023, where
21 she worked as a non-exempt Dog Care Employee for Defendants at the Crossroads in Stanton,
22 California.

23 12. Plaintiff worked as a Dog Care Employee from approximately February 2023 to
24 February 2024. Subsequently, Plaintiff was promoted to a Kennel Manger, a position she held from
25 approximately February 2024 until her termination on October 8, 2024.

26 13. Plaintiff was a non-exempt, hourly employee who earned \$16.00 per hour at the
27 beginning of her employment, and earned \$21.00 per hour at the time that Defendants terminated
28 her employment on or about October 8, 2024.



1 14. At all times, Defendants’ primary business operations included services such as but
2 not limited to: dog boarding, dog daycare, dog training, and dog grooming.

3 15. Throughout Plaintiff’s employment, Plaintiff worked the night shift and was
4 scheduled from approximately 1:45 PM to 10:00 PM and was confined to the kennel area, which
5 was outside and behind the main office.

6 16. Plaintiff’s primary job functions included but were not limited to taking care of the
7 dogs; putting the dogs to bed; facilitating the dogs’ bathroom breaks; feeding the dogs;
8 administering medications; running health checks on the dogs’ weight, teeth, and eyes; and
9 performing nightly headcounts of the dogs after her shift.

10 17. On or around the evening of Friday, June 21, 2024 (herein to be referred to as the
11 “Incident”), Mr. Tambourine walked into the kennel area seemingly intoxicated, holding a bottle of
12 wine, and had his shirt tied up and his pants pulled down exposing his rear and his pubic region.

13 18. Plaintiff, who was working alone that night, asked Mr. Tambourine if he was drunk,
14 to which he yelled, “I am the owner and I can do what I want.” Although Plaintiff asked Mr.
15 Tambourine to leave her alone, he proceeded to follow the Plaintiff around the kennel with his shirt
16 still tied up and his pants pulled down displaying his rear and pubic region.

17 19. That same evening, Plaintiff, feeling threatened, called Crossroads’ General
18 Manager, Laura Renk to report the incident. Ms. Renk laughed off Plaintiff’s concerns and called
19 Mr. Tambourine’s behavior as him “messaging around.”

20 20. On Monday, June 24, 2024, Plaintiff reported Mr. Tambourine’s behavior as sexual
21 harassment to Barbara, Crossroads’ Human Resources Manager, and again to Ms. Renk. Barbara
22 and Ms. Renk verbally told Plaintiff that Mr. Tambourine would not go into the kennel while she
23 was working, nor would Mr. Tambourine communicate with her directly.

24 21. Mr. Tambourine immediately disregarded this work restriction and continued to
25 frequent the kennel while Plaintiff was working. When Plaintiff reminded Mr. Tambourine of the
26 work restriction, Mr. Tambourine became irate and told Plaintiff to “shut the fuck up.”

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1 22. Feeling threatened and worried about her personal safety, Plaintiff pulled out her
2 personal cell phone and began recording him. Mr. Tambourine responded by telling Plaintiff she
3 was not allowed to use her cell phone, before he left the kennel area and returned brandishing a
4 knife. While holding the knife, Mr. Tambourine told Plaintiff that he was there to “cut things” and
5 hurled obscenities at Plaintiff, calling her a “fucking bitch” and telling her “fuck you,” and flipping
6 her off.

7 23. On July 1, 2024, Mr. Tambourine issued Plaintiff a written warning for
8 insubordination.

9 24. Mr. Tambourine continued to ignore the work restrictions, implemented by HR,
10 calling Plaintiff on Crossroads’ phone line, despite Plaintiff’s insistence that she was
11 uncomfortable talking with him.

12 25. Mr. Tambourine continued to issue unwarranted written warnings in response to
13 Plaintiff reporting him to human resources for workplace and sexual harassment.

14 26. On July 8, 2024, Mr. Tambourine issued a written warning to Plaintiff, fraudulently
15 accusing Plaintiff of not providing a headcount of the dogs following her shift and for bad attitude
16 during the previous phone call where Plaintiff told him that she was uncomfortable speaking with
17 him.

18 27. On or around July 12, 2024, Plaintiff, through her counsel, served a letter to
19 Defendants requesting her personnel file and payroll records pursuant to Labor Code §§ 1198.5 and
20 226.

21 28. On or around July 29, 2024, Plaintiff gave notice of these alleged violations to the
22 California Labor and Workforce Development Agency (“LWDA”) and to the agent for service of
23 process for Defendants (the “PAGA Notice,” a true and correct copy of which is attached hereto as
24 **Exh. 1**).

25 29. On August 13, 2024, (later backdated to August 2, 2024) Plaintiff was given a
26 written warning, this time for administrative issues, not clocking out for mandatory meal breaks,
27 and “having a hostile attitude while at work and allowing this attitude to over flow to co-workers.”
28 Plaintiff provided a written response to this write up denying all administrative violations, citing



1 that she could not take her lunch due to no coverage and company policy that the dogs could not be
2 left unattended, and stating “my coworkers say I have a great attitude when I’m working with
3 them.”

4 30. On August 13, 2024, Plaintiff was again written up for failure to take mandatory
5 meal breaks. Plaintiff’s written response again stated that she could not take her lunch due to no
6 coverage and company policy that the dogs could not be left unattended.

7 31. Instead of taking action to rectify their operational policies to allow for sufficient
8 coverage so that Plaintiff could take her meal breaks, Defendants chose to substantially reduce
9 Plaintiff’s scheduled hours from approximately 50 hours per week to 10-15 hours per week and
10 suspend her without pay.

11 32. Prior to Plaintiff’s report of Mr. Tambourine’s sexual harassment stemming from
12 the Incident, Plaintiff had never been written up or issued verbal warnings. However, in the months
13 following her complaints about sexual harassment, request for records and PAGA Notice, she was
14 formally written up three (3) times, had her hours significantly reduced, and was suspended without
15 pay.

16 33. Plaintiff was ultimately terminated on October 8, 2024.

17 34. Plaintiff is informed and believes that Defendant’s disciplinary measures were a
18 direct and proximate result of her reporting the Incident involving Mr. Tambourine’s sexual
19 harassment to her supervisor and HR, and that all disciplinary measures, including her termination,
20 taken towards Plaintiff were in retaliation of her report.

21 35. Plaintiff is informed and believes that Defendant’s disciplinary measures were a
22 direct and proximate result of her reporting Defendants’ labor code violations to the LWDA, and
23 that all disciplinary measures, including her termination, taken towards Plaintiff were in retaliation
24 of her report.

25 36. Further, throughout Plaintiff’s employment with Defendants, Plaintiff routinely
26 worked more than eight (8) hours per day and more than forty (40) hours per week. Although
27 Plaintiff was scheduled to work at least forty (40) hours per workweek, she typically worked more.
28 Additionally, Plaintiff was expected to respond to calls and text messages regarding work beyond



1 their regular working hours. California Labor Code § 510(a) provides that “any work in excess of
2 eight (8) hours in one workday or excess of forty (40) hours in one workweek shall be compensated
3 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

4 37. As such, Plaintiff is informed and believes that she was not compensated at one-half
5 times her regular rate of pay for excess hours worked at any point during their employment with
6 Defendants.

7 38. During Plaintiff’s employment, Plaintiff often was not given the opportunity to take
8 timely, uninterrupted, and off-duty meal and rest periods. Defendants’ policies, which included
9 never leaving the dogs unattended, required Plaintiff to work through her meal and rest periods.

10 39. While Defendants disciplined Plaintiff for missed meal and rest breaks, Defendants’
11 own policies required Plaintiff to work through her breaks.

12 40. Plaintiff is informed and believes that throughout her employment, Defendants were
13 aware that their policy was that the dogs could not be left unattended and that Defendants were
14 understaffed so that no other employee could relieve Plaintiff so that she could take her
15 uninterrupted meal and rest breaks as she is rightfully entitled to by California law.

16 41. Defendants were made aware of this paradox numerous times throughout Plaintiff’s
17 employment, including in Plaintiff’s written responses in her August 2024 write-ups. Defendants
18 made no attempts to address the issue and subsequently forced Plaintiff to work through meal and
19 rest breaks in violation of California Law.

20 42. At no time during Plaintiff’s employment with Defendants did Defendants pay
21 Plaintiff meal and rest break premiums for Plaintiff being forced to work through her meal and rest
22 breaks.

23 43. Plaintiff was required and expected to routinely use her personal cell phone for
24 work-related purposes every day throughout her employment with Defendants, whether on the
25 clock or off-the-clock. Defendants required Plaintiff to use her personal cell phone for constant
26 communication with management, staff changes, day-to-day operations, and reporting a headcount
27 of the dogs to her supervisor after Plaintiff had clocked out. At no point throughout Plaintiff’s
28 employment did Defendants reimburse Plaintiff for the use of her personal cell phone expense



1 incurred despite Defendants' knowledge and expectation that Plaintiff constantly use her personal
2 cell phones.

3 44. While Defendants had a policy that prohibited employees from using their personal
4 cell phones, Defendants often ignored this policy and knowingly required Plaintiff to use her
5 personal cell phone for work related purposes, such as requiring Plaintiff to send her supervisor a
6 text of a headcount of the dogs after Plaintiff's shift had ended.

7 45. Plaintiff is informed and believes that Defendants had knowledge that Plaintiff was
8 using her personal cell phone for work-related purposes, knew that Plaintiff was not being
9 reimbursed for the use of her cell phone and other expenses, and continuously made conscious
10 decisions to not reimburse Plaintiff.

11 46. Plaintiff is informed and believes that at no time during her employment with the
12 Defendants did her wage statements accurately reflect her time worked, including overtime and
13 meal and rest breaks.

14 47. Throughout Plaintiff's employment, Defendants engaged in behavior that included
15 rounding Plaintiff's work hours as to reflect that Plaintiff took her uninterrupted meal and rest
16 breaks for the state mandated thirty (30) minutes and ten (10) minutes, both of which did not occur.

17 48. At no time during Plaintiff's employment did Defendants wage statements
18 accurately reflect the amount of overtime Plaintiff incurred, her meal and rest break premiums, nor
19 her reimbursement for necessary business expenses.

20 49. As a result of above, Defendants have failed to pay Plaintiff for all wages earned,
21 failed to maintain accurate records, and failed to provide accurate itemized wage statements for
22 Plaintiff showing proper gross and/or net wages earned, total hours worked, and/or all applicable
23 hourly rates in effect during the pay period and the corresponding number of hours worked at each
24 respective hourly rate, among other items.

25 50. Further, Defendants have failed to pay Plaintiff all wages due and payable at
26 separation of employment, and still have not paid all wages due and payable to Plaintiff.
27 Therefore, Plaintiff is entitled to the full thirty (30) days of waiting time penalties for Defendants'
28 failure to pay all wages due and payable at separation of employment.



1 51. Upon information and belief, all Plaintiff was a non-exempt employee of
2 Defendants, at a minimum, is an aggrieved employees as defined under California Labor Code
3 section 2699(c).

4 52. Plaintiff brings this action both on an individual basis and pursuant to the Private
5 Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698 *et seq.* on behalf of the State
6 of California and on a representative basis on behalf of all California current and former employees
7 of Defendants.

8 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

9 53. On July 29, 2024, as indicated above, Plaintiff submitted a PAGA Notice with the
10 Labor and Workforce Development Agency. (“LWDA”) **Exh. 1.** Since more than the mandatory
11 sixty-five (65) days since filing her PAGA Notice with no action taken by the LWDA, Plaintiff is
12 authorized to proceed on behalf of the State of California and all aggrieved employees.

13 54. Additionally on July 29, 2024, Plaintiff filed an administrative complaint with the
14 California Civil Rights System (formerly, “California Department of Fair Housing and
15 Employment”). On that same day, Claimant received an immediate right to sue letter, exhausting
16 her administrative remedies. **Exh. 2.**

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 **[Labor Code § 1194, 1197 and 1197.1]**

20 **(Against All Defendants)**

21 55. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
22 set forth herein.

23 56. Plaintiff bring these claims under California Labor Code sections 1194, 1197,
24 1197.1 and the applicable IWC Wage Orders, as amended.

25 57. California Labor Code sections 1194, 1197, 1197.1 and applicable Industrial
26 Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater
27 than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate
28 and no part of this rate may be used as a credit against a minimum wage obligation.



1 58. Defendants did not compensate Plaintiff for time spent off the clock working
2 through her meal breaks and afterhours when Plaintiff was providing a final headcount of the dogs
3 and texting the final headcount to the Defendants, along with any other administrative activity
4 associated with the end of her shift. This work was known or should have been known by
5 Defendants as management are and were requesting specific work duties be performed off-the-
6 clock work and management received the work-related communications while Plaintiff was off-the-
7 clock.

8 59. As a result of violations of California Labor Code sections 1194, 1197, 1197.1 and
9 the applicable Industrial Welfare Commission Wage Order, for failure to pay minimum wage,
10 Defendants are liable for attorneys' fees and costs, civil penalties pursuant to California Labor
11 Code sections 558, 1197.1, and 2698 et seq. and other relief.

12 60. California Labor Code section 1194 provides that "any employee receiving less than
13 the legal minimum wage compensation applicable to the employee is entitled to recover in a civil
14 action the unpaid balance of the full amount of this minimum wage compensation, including
15 interest thereon, reasonable attorney's fees, and costs of suit." The action may be maintained
16 directly against the employer in an employee's name without first filing a claim with the
17 Department of Labor Standards and Enforcement.

18 61. Defendants have also intentionally and improperly rounded, changed, adjusted,
19 underpaid, and/or modified certain Plaintiff's hours, including by requiring off-the-clock work,
20 requiring work to be performed while on breaks, and by not properly paying employees all regular
21 and/or overtime hours they worked and reported. This resulted in an underpayment of wages to
22 employees over a period of time while benefitting Defendants.

23 62. During the relevant time period, Plaintiff was not fully paid for all the hours she
24 worked as a result of Defendants' above-described policies and practices. Therefore, Plaintiff was
25 not properly paid for all work performed.

26 63. During the relevant time period, Defendants willfully failed to pay all wages owed
27 to Plaintiff.

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64. Labor Code section 558(a) provides “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.” Labor Code section 558(c) states, “the civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

65. Plaintiff is informed and believes, and based thereon alleges that Mr. Tambourine, a managing agent of Defendants who caused the alleged provisions of the Labor Code and IWC Wage Order(s) to be violated, is subject to liability pursuant to Labor Code section 558.1.

66. Upon information and belief, Plaintiff alleges that Defendants' policy of failing to pay employees for all hours worked whether regular time or overtime violates the Labor Code and IWC Wage Orders. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover her unpaid wages owed, as well as interest, costs and attorney's fees.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

[Labor Code §§ 510, 1194, and 1198]

(Against All Defendants)

67. Plaintiff realleges and incorporates by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

68. California Labor Code section 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.” The action



1 may be maintained directly against the employer in an employee's name without first filing a claim
2 with the Department of Labor Standards and Enforcement.

3 69. Employees in California shall not be employed more than eight (8) hours in any
4 workday, and/or more than forty (40) hours in any workweek, unless they receive additional
5 compensation beyond their regular wages in amounts specified by law. More specifically, Labor
6 Code section 510 codifies the right to overtime compensation at one and one-half times the regular
7 hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

8 70. California Labor Code section 1198 provides that "[T]he maximum hours of work
9 and the standard conditions of labor fixed by the commission shall be the maximum hours of work
10 and the standard conditions of labor for employees. The employment of any employee for longer
11 hours than those fixed by the order or under conditions of labor prohibited by the order is
12 unlawful."

13 71. At all times relevant hereto, the Labor Code requirements and paragraph 3 of the
14 applicable IWC Wage Orders also provided for payment of overtime wages equal to one and one-
15 half times an employee's regular rate of pay for all hours worked over 8 hours a day and/or forty
16 (40) hours in a work week, and for the first eight (8) hours on the seventh consecutive day of work
17 in a work week.

18 72. Defendants have intentionally and improperly avoided payment of overtime wages
19 in violation of the California Labor Code and California Code of Regulations and the IWC Wage
20 Orders and guidelines set forth by the Division of Labor Standards and Enforcement, as described
21 above. Defendants also violated these provisions by requiring Plaintiff to work through meal
22 periods when she was required to be clocked out. Defendants have also intentionally and
23 improperly rounded, changed, adjusted and/or modified Plaintiff's hours, and imposed mandatory
24 rounding of Plaintiff's work hours, which resulted in an underpayment of wages to employees over
25 a period of time while benefiting Defendants.

26 73. At all times relevant hereto, Plaintiff has worked more than eight (8) hours in a
27 workday, and/or more than forty (40) hours in a workweek, as an employee of Defendants. During
28 the relevant time period, Plaintiff was were not fully paid for all the hours she worked in excess of



eight (8) hours in a day, and/or in excess of forty (40) hours in a week as a result of Defendants' above-described policies and practices. In addition to the other overtime payments, Defendants failed to compensate Plaintiff for work performed off-the-clock at her proper overtime rate. However, Defendants followed a policy and practice of further denying overtime payments to Plaintiff at an overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive workday in a week and overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive workday, as required under the Labor Code section 510, and paragraph 3 of the applicable IWC Wage Orders.

74. Therefore, Plaintiff was not properly paid for all hours worked, including for the hours worked in excess of the maximum hours permissible by law under California Labor Code section 1194, section 1197 and section 1198 and the provisions of IWC Wage Orders and the applicable California Code of Regulations sections.

75. On information and belief, Plaintiff alleges that Defendants followed an unlawful policy and practice of refusing to pay and failing to pay them for all wages earned in each pay period, including by requiring and compelling off-the-clock work, by failing to pay for overtime hours worked, and for the other reasons set forth in detail above.

76. As a result of Defendants' failure to pay overtime pay throughout Plaintiff's employment, Defendants intentionally failed to provide Plaintiff with all earned wages earned by and owed to her during the corresponding pay periods. Defendants willfully violated the provisions of Labor Code section 1194, the applicable IWC Wage Orders, and California law by failing to properly pay Plaintiff the overtime pay that Plaintiff was due.

77. Defendants' failure to pay Plaintiff all wages owed to them also violated California Penal Code sections 484 and 532 (obtaining labor through false pretenses), to the extent their managers specifically instructed them that they were not entitled to receive overtime under the California Labor Code and related provisions for off the clock work they were required to perform.

78. Plaintiff is informed and believes, and based upon that information and belief therefore further allege, that Defendants knew or should have known that the Plaintiff did not



1 qualify as exempt employees, and Defendants purposely elected not to pay Plaintiff for her
2 overtime labor performed.

3 79. By virtue of the Defendants' unlawful failure to provide overtime pay to Plaintiff,
4 Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently
5 unknown to them, but which exceed the jurisdictional limits of this Court and which will be
6 ascertained according to proof at Trial.

7 80. Plaintiff is informed and believes, and based upon that information and belief allege,
8 that Defendants purposely elected not to provide overtime pay.

9 81. As a result of Defendants' failure to pay overtime pay throughout Plaintiff's
10 employment, Plaintiff was deprived of wages in amounts to be determined at Trial, and are entitled
11 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, for
12 Defendants' violations of Labor Code section 510, and applicable IWC Wage Order provisions.

13 82. Plaintiff is informed and believes, and based thereon alleges that Mr. Tambourine, a
14 managing agent of Defendants who caused the alleged provisions of the Labor Code and IWC
15 Wage Order(s) to be violated, is subject to liability pursuant to Labor Code section 558.1.

16 83. Defendants acted intentionally, oppressively and maliciously toward Plaintiff with a
17 conscious disregard of her rights, or the consequences to Plaintiff, with the intent of depriving them
18 of property and legal rights and otherwise causing the Plaintiff's injury.

19 84. Plaintiff's request recovery of both straight time and overtime compensation
20 according to proof, interest, attorney's fees and costs pursuant to Labor Code section 1194(a), as
21 well as the assessment of any statutory penalties against Defendants.

22 85. Plaintiff is entitled to any and all additional sums as provided by the Labor Code
23 and/or other statutes.

24 86. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
25 pursuant to Labor Code sections 210 and 1194.

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1 93. Despite failing to provide uninterrupted and duty-free meal periods and rest periods,
2 Plaintiff was provided with zero (0) meal and/or rest premiums of one (1) hours' worth of their
3 wages in lieu of Defendants' meal and rest period violations during their employment.

4 94. Defendants' actions were fraudulent and deceitful, and were intentional acts
5 designed to maximize their profits in complete disregard for Plaintiff's right to take meal and rest
6 periods.

7 95. Pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order, if an
8 employer fails to provide an employee a meal period in accordance with the applicable provisions
9 of IWC Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's
10 regular rate of compensation for each workday that the meal period is not provided. As such,
11 Plaintiff was entitled to an additional one (1) hour of pay for each missed meal period per day for
12 each workday in which Plaintiff was not provided a proper meal period under the above-described
13 authorities.

14 96. The applicable IWC Wage Order states that every employer shall authorize and
15 permit all employees to take rest periods. The authorized rest period time shall be based on the total
16 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours of work. As such,
17 Plaintiff is entitled to an additional one (1) hour of pay for each day in which Plaintiff is not
18 provided a proper rest period under the above-described authorities.

19 97. Plaintiff is informed and believes, and based thereon alleges that Mr. Tambourine, a
20 managing agent of Defendants who caused the alleged provisions of the Labor Code and IWC
21 Wage Order(s) to be violated, is subject to liability pursuant to Labor Code section 558.1.

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

24 **[Labor Code § 226]**

25 **(Against All Defendants)**

26 98. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
27 set forth herein.

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1 99. At all times mentioned herein, Defendants employed Plaintiff.

2 100. At all times mentioned herein, Plaintiff's employment by Defendants was subject to
3 the provisions of the Labor Code and the applicable IWC Wage Order.

4 101. Labor Code section 226 states that every employer shall, semimonthly or at the time
5 of each payment of wages, furnish each of its employees – either as a detachable part of the check,
6 draft, or voucher paying the employee's wages, or separately when wages are paid by personal
7 check or cash – an accurate itemized statement in writing showing (1) gross wages earned, (2) total
8 hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece
9 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
10 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
11 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
12 employee and his or his social security number, (8) the name and address of the legal entity that is
13 the employer, and (9) all applicable hourly rates in effect during the pay period and the
14 corresponding number of hours worked at each hourly rate by the employee. Section 226 also
15 provides that the deductions made from payments of wages shall be recorded in ink or other
16 indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a
17 record of the deductions shall be kept on file by the employer for at least three years at the place of
18 employment or at a central location within the State of California.

19 102. During Plaintiff's employment with Defendants, Defendants failed to provide
20 Plaintiff with proper itemized wage statements in compliance with Labor Code section 226 in that
21 wage statements provided to Plaintiff did not list accurate information including, but not limited to,
22 the total hours Plaintiff worked, Plaintiff's accurate gross and/or net wages, and Plaintiff's correct
23 hourly rates for each hour worked.

24 103. Pursuant to Labor Code section 226(e), an employee suffering injury as a result of a
25 knowing an intentional failure by an employer to comply with the itemized wage statement
26 requirement is entitled to recover the greater of, all actual damages, or fifty dollars (\$50) for the
27 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each
28 violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars



1 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

2 104. Plaintiff is informed and believes, and based thereon alleges that Mr. Tambourine, a
3 managing agent of Defendants who caused the alleged provisions of the Labor Code and IWC
4 Wage Order(s) to be violated, is subject to liability pursuant to Labor Code section 558.1.

5 105. Plaintiff's request an order of monetary damages and attorneys' fees and costs in
6 favor of Plaintiff's and against Defendants, in accordance with the provisions of Labor Code
7 section 226(e).

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

10 **[Labor Code §§ 2800-2802]**

11 **(Against All Defendants)**

12 106. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
13 set forth herein.

14 107. At all times mentioned herein, Defendants employed Plaintiff.

15 108. At all times mentioned herein, Plaintiff's employment by Defendants was subject to
16 the provisions of the Labor Code and the applicable IWC Wage Order.

17 109. Plaintiff is informed, believes, and thereon alleges that during her employment, she
18 was required to pay necessary work-related expenses in the proper discharge of her employment
19 duties. Plaintiff further alleges that she was not reimbursed for those lawful and necessary work-
20 related expenses or losses incurred in direct discharge of her duties during their employment by
21 Defendants. Labor Code § 2802(a) and Cal. Code of Regs. § 11040, *et seq.*

22 110. As explained above, Plaintiff was required and expected to use their personal cell
23 phones every day of their employment, whether during work or outside of their work hours. At no
24 point throughout Plaintiff's employment did Defendants reimburse Plaintiff for their work-related
25 use of their personal cell phone despite Defendants' knowledge and expectation that Plaintiff used
26 their personal cell phone on a day-to-day basis during her employment.

27 111. While Defendants reprimanded Plaintiff for using her own cell phone, Defendant's
28 own practices required Plaintiff to use her own cell phone, such as requiring Plaintiff to text her



1 supervisor a headcount of the dogs after Plaintiff's shift. As such, Defendants knew that their
2 practices required Plaintiff to use her personal cell phone, willfully failed to correct their practices,
3 and ultimately failed to provide Plaintiff reimbursement.

4 112. Defendants' knowing and willful failure to reimburse lawful and necessary work-
5 related expenses and losses to Plaintiff resulted in damage to her because, to date, Defendants have
6 not reimbursed Plaintiff for those expenses they incurred.

7 113. Plaintiff is therefore entitled to lawful reimbursement for any and all necessary
8 work-related expenses, as provided in Labor Code section 2802(b), incurred during the direct
9 discharge of their duties while employment by Defendants as well as accrued interest on those
10 expenses that were not reimbursed from the date the expenses were incurred.

11 114. Plaintiff is informed and believes, and based thereon alleges that Mr. Tambourine, a
12 managing agent of Defendants who caused the alleged provisions of the Labor Code and IWC
13 Wage Order(s) to be violated, is subject to liability pursuant to Labor Code section 558.1.

14 115. Plaintiff is entitled to attorneys' fees and costs of suit pursuant to section 2802(c) of
15 the Labor Code.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE ACCESS TO PERSONNEL FILE AND PAYROLL RECORDS**

18 **[Labor Code §§ 1198.5 and 226]**

19 **(Against All Defendants)**

20 116. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
21 set forth herein.

22 117. At all times mentioned herein, Defendants employed Plaintiff.

23 118. At all times herein mentioned, the employment of Plaintiff by Defendants was
24 subject to the provisions of the California Labor Code and the applicable IWC Wage Order.

25 119. Labor Code section 1198.5(a) states that every current or former employee, or his or
26 her representative, has the right to inspect and receive a copy of the personnel records that the
27 employer maintains relating to the employee's performance or to any grievance concerning the
28 employee.



120. Labor Code section 1198.5(a) states that the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his representative, no later than thirty (30) calendar days from the date the employer receives a written request.

121. Labor Code section 226 states that every current or former employee, or his or her representative, has the right to inspect and receive a copy of the payroll records that the employer maintains relating to the employee's employment upon reasonable request to the employer.

122. Labor Code section 226(c) states that the employer shall make the contents of those payroll records available for inspection to the current or former employee, or his or her representative, not later than twenty-one (21) days from the date the employer receives the request.

123. On or about July 12, 2024, counsel for Plaintiff, at the request of Plaintiff, sent a letter to Defendants requesting Plaintiff's personnel file and payroll records. As Plaintiff's attorney of record, Plaintiff's counsel is entitled and permitted to seek these records at the request of the client.

124. To date, Defendants have not produced Plaintiff's requested records in violation of California law.

125. Plaintiff is informed and believes, and based thereon alleges that Mr. Tambourine, a managing agent of Defendants who caused the alleged provisions of the Labor Code and IWC Wage Order(s) to be violated, is subject to liability pursuant to Labor Code section 558.1.

126. As a result of the statutory violations, pursuant to Labor Code section 1198.5, subdivisions (b) and (k); and 226, subdivisions (e) and (f), Plaintiff seeks damages in an amount of \$1,500.00, plus costs, and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION IF EMPLOYMENT

[California Labor Code §§201-203]

(Against All Defendants)

127. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.



1 128. At all times mentioned herein, Defendants employed Plaintiff.

2 129. At all times mentioned herein, Plaintiff's employment by Defendants was subject to
3 the provisions of the Labor Code and the applicable IWC Wage Order.

4 130. Labor Code section 201 states that an employer is required to provide an employee
5 who is terminated all unpaid wages immediately upon termination. Labor Code section 203 states
6 that if an employer willfully fails to pay a discharged employee wages according to Labor Code
7 section 201, these wages shall continue as a penalty for up to a maximum of thirty (30) days.

8 131. As of the date of this Complaint, more than thirty (30) days have elapsed since the
9 termination of Plaintiff's employment with Defendants and Defendants still have not paid all of
10 Plaintiff's wages that were then due and owing at the time of her termination.

11 132. Defendants failed to pay the earned wages due and owing to Plaintiff upon her
12 separation of employment. Defendants still have not paid Plaintiff all earned wages, thereby
13 violating Labor Code section 201 and 203 and requiring Defendants to pay Plaintiff the maximum
14 statutory thirty (30) day waiting time penalty.

15 133. Plaintiff is informed and believe, and based thereon allege that Defendants, who
16 caused the alleged provisions of the Labor Code and IWC Wage Order(s) to be violated, are subject
17 to liability pursuant to Labor Code section 558.1.

18 134. Pursuant to Labor Code section 203, Plaintiff is entitled to recover a penalty
19 equivalent to his daily rate of pay multiplied by thirty (30) days.

20 **EIGHTH CAUSE OF ACTION**

21 **SEXUAL HARASSMENT**

22 **[Violation of California Government Code §12940(j)]**

23 **(Against All Defendants)**

24 135. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
25 set forth herein.

26 136. At all times mentioned herein, Defendants employed Plaintiff.

27 137. At all relevant times during Plaintiff's employment, Mr. Tambourine had direct
28 power to hire, fire, discipline, and evaluate Plaintiff's performance on a daily basis.



1 138. During Plaintiff's employment, Plaintiff was subjected to harassment based on her
2 gender, which is a protected category under the Fair Employment & Housing Act ("FEHA").

3 139. During Plaintiff's employment, Plaintiff was subjected to unsolicited sexual
4 harassment where Mr. Tambourine displayed his pubic region and buttocks to the Plaintiff while
5 Plaintiff was on the clock. Plaintiff felt, as any reasonable woman would under the same
6 circumstances, sexually harassed, evidenced by Plaintiff reporting the event as such to her direct
7 supervisor and HR.

8 140. During Plaintiff's employment, Mr. Tambourine made derogatory statements to
9 Plaintiff including but not limited to calling Plaintiff a "fucking bitch" and saying "fuck you."
10 Plaintiff found all of these horrifying comments to be extremely offensive, degrading,
11 embarrassing, humiliating, and disgusting.

12 141. During Plaintiff's employment, Mr. Tambourine brandished a knife at Plaintiff's
13 direct person, berating her by calling her a "fucking bitch" and saying "fuck you." Any reasonable
14 person in a similar circumstance would have felt threatened, oppressed, offended, and physically
15 and mentally harassed.

16 142. Defendants' conduct as alleged herein was severe or pervasive.

17 143. A reasonable woman in Plaintiff's circumstances would have considered the work
18 environment to be hostile and abusive. Plaintiff personally considered the work environment to be
19 hostile and abusive.

20 144. Defendants are liable for the aforementioned conduct because Mr. Tambourine
21 engaged in the unwanted and illegal conduct.

22 145. As a direct and proximate result of Defendants' discriminatory and harassing actions
23 against Plaintiff, the terms, conditions, and privileges of her employment were negatively affected.
24 Plaintiff has suffered and continues to suffer damages, including, but not limited to, lost wages and
25 other employment benefits, emotional distress, humiliation, anxiety, depression, stress, loss of
26 sleep, and psychological trauma, the exact amount and/or extent of which will be proven at trial.

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146. The aforementioned conduct of the Defendants was willful and in conscious disregard of Plaintiff's rights, and constitutes oppression, fraud, or malice, justifying punitive and exemplary damages in an amount sufficient to punish Defendants.

NINTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF FEHA

[California Government Code §12940(h)]

(Against Defendant Crossroads and DOES 1 through 25)

147. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

148. At all times mentioned herein, Defendants employed Plaintiff.

149. Government Code section 12900(h) prohibits an employer, or any person acting on behalf of an employer, from retaliating against an employee who opposed the practices under FEHA or because the person has filed a complaint, testified, or assisted in any proceeding under FEHA.

150. Mr. Tambourine sexually harassed Plaintiff when he appeared at Plaintiff's work station, holding a bottle of wine, and had his rear and pubic region exposed to the Plaintiff.

151. Plaintiff reported Mr. Tambourine's sexual harassment to both her immediate supervisor and to HR.

152. In direct response Plaintiff's sexual harassment claim, Mr. Tambourine continued to harass Plaintiff by berating her, saying "fuck you," and calling Plaintiff a "bitch."

153. In direct response Plaintiff's sexual harassment claim, Plaintiff was written up, had her hours significantly reduced, and was suspended without pay.

154. In direct response Plaintiff's sexual harassment claim, Plaintiff was terminated on October 8, 2024.

155. Defendants' conduct constitutes unlawful retaliation against Plaintiff, in violation of California Government Code section 12940(h).

156. As a direct and proximate result of Defendants' retaliation, Plaintiff has suffered and continues to suffer damages in the form of lost wages and other employment benefits and



1 opportunities, severe emotional distress, humiliation, anxiety, embarrassment, anger, depression,
2 stress, loss of sleep, and psychological trauma, the exact amount and/or extent of which will be
3 proven at trial.

4 157. The aforementioned conduct of Defendants was willful and in conscious disregard
5 of Plaintiff's rights, and constitutes oppression, fraud, or malice, justifying punitive and exemplary
6 damages in an amount sufficient to punish Defendants.

7 **TENTH CAUSE OF ACTION**

8 **FAILURE TO PREVENT HARASSMENT AND RETALIATION**

9 **[Government Code §12940(k)]**

10 **(Against Defendant Crossroads and DOES 1 through 25)**

11 158. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
12 set forth herein.

13 159. At all times mentioned herein, Defendants employed Plaintiff.

14 160. Defendants knew or reasonably should have known of the sexual harassment against
15 Plaintiff by her boss, Mr. Tambourine, because Plaintiff reported the Incident and filed sexual
16 harassment claims with her direct supervisor and HR, and as a result Mr. Tambourine was verbally
17 told by Plaintiff's direct supervisor and HR to not go into Plaintiff's work area or communicate
18 directly with her.

19 161. Defendants, despite being directly ordered to abide by these work restrictions,
20 willfully disregarded them and continued to engage with the Plaintiff in an oppressive, offensive,
21 and harassing manner.

22 162. Upon information and belief, Defendants have written policies prohibiting sexual
23 harassment and whistleblower retaliation, yet Defendant ignored those policies.

24 163. Furthermore, Defendants failed to take all reasonable steps to prevent harassment
25 from occurring to Plaintiff by, among other things, failing to take Plaintiff's complaints seriously,
26 failing to timely and thoroughly investigate and document evidence of harassment, and
27 discrimination, and failing to take timely and appropriate corrective and preventative action to stop
28 the harassment and discrimination. These actions violated Government Code § 12940.



1 164. Defendants' wrongful conduct directly and proximately caused Plaintiff to suffer
2 damages in an amount to be proven at trial.

3 165. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and
4 continues to suffer damages, in the form of lost wages and other employment benefits and
5 opportunities, severe emotional distress, humiliation, anxiety, embarrassment, anger, depression,
6 stress, loss of sleep, and psychological trauma, the exact amount and/or extent of which will be
7 proven at trial.

8 166. The aforementioned conduct of the Defendants was willful and in conscious
9 disregard of Plaintiff's rights, and constitutes oppression, fraud, or malice, justifying punitive and
10 exemplary damages in an amount sufficient to punish Defendants

11 **ELEVENTH CAUSE OF ACTION**

12 **WHISTLEBLOWER RETALIATION**

13 **[California Labor Code §1102.5]**

14 **(Against Defendant Crossroads and DOES 1 through 25)**

15 167. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
16 set forth herein.

17 168. At all times mentioned herein, Defendants employed Plaintiff.

18 169. A whistleblower is an employee who discloses information to a government or law
19 enforcement agency to, *a person with authority over the employee, or to another employee with*
20 *authority to investigate, discover, or correct the violation or noncompliance*, or who provides
21 information to or testifies before a public body conducting an investigation, hearing or inquiry,
22 where the employee has reasonable cause to believe that the information discloses: (1) a violation
23 of state or federal statute (2) a violation or noncompliance with a local, state or federal rule or
24 regulation; or (3) with reference to employee safety or health, unsafe working conditions or work
25 practices in the employee's employment or place of employment. An employer, or any person
26 acting on behalf of the employer, is prohibited from retaliating against an employee who is a
27 whistleblower.

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1 170. Labor Code section 1102.5(b) provides that an employee is afforded protection as a
2 whistleblower if the employee discloses reasonably based suspicions of illegal activity or
3 noncompliance with rules or regulations to another employee of the employer so long as the
4 employee to whom the report is made has authority over the disclosing employee or has authority
5 to investigate, discovery or correct the violation or noncompliance.

6 171. On July 29, 2024, Plaintiff submitted a PAGA Notice to the Labor Workforce
7 Development Agency for reported she believed to be illegal reportable conduct on behalf of
8 Defendants to her direct supervisors. Specifically, Plaintiff reported violations of state labor laws,
9 rules, and/or regulations including but not limited to failure to provide meal and rest periods,
10 failure to provide minimum and overtime wages, and, failure to reimburse necessary business
11 expenses.

12 172. Plaintiff reasonably believed that Defendants had engaged in, and were continuing
13 to engage in illegal activity by not complying with state law.

14 173. Instead of responding to Plaintiff's reports, Defendants took adverse employment
15 actions such as suspending Plaintiff without pay, significantly reducing her hours, and ultimately
16 terminating her.

17 174. Defendants' reprimands against Plaintiff were purposeful and in direct retaliation for
18 Plaintiff's exercise of her rights guaranteed under whistleblower statutes, namely reporting
19 violations of various state statutory laws, rules, and/or regulations.

20 175. Plaintiff is informed and believes and thereon alleges that Plaintiff's reporting
21 illegal activities and requesting that Defendants' change their policies with regard to those
22 activities, were the motivating reasons for Defendants' decision to terminate Plaintiff's
23 employment.

24 176. Defendants' conduct constitutes unlawful retaliation against Plaintiff, in violation of
25 Labor Code section 1102.5.

26 177. As a direct and proximate result of Defendants' retaliation, Plaintiff has suffered and
27 continues to suffer damages in the form of lost wages and other employment benefits and
28 opportunities, severe emotional distress, humiliation, anxiety, embarrassment, anger, depression,



1 stress, loss of sleep, and psychological trauma, the exact amount and/or extent of which will be
2 proven at trial.

3 178. The aforementioned conduct of Defendants was willful and in conscious disregard
4 of Plaintiff's rights, and constitutes oppression, fraud, or malice, justifying punitive and exemplary
5 damages in an amount sufficient to punish Defendants.

6 **TWELTH CAUSE OF ACTION**

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

8 **(Against Defendant Crossroads and DOES 1 through 25)**

9 179. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully
10 set forth herein.

11 180. At all times mentioned herein, Defendants employed Plaintiff.

12 181. At all times mentioned herein, the public policy of the State of California prohibits
13 employers from engaging in employment discrimination and retaliation. These public policies of
14 the State of California are designed to protect all employees and promote the welfare and well-
15 being of the community at large. Accordingly, the actions of Defendants, and each of them, in
16 retaliation against and terminating Plaintiff on the grounds stated above was wrongful and in
17 contravention and violation of the express public policy of the State of California.

18 182. Respondents' termination of Plaintiff's employment violated the aforementioned
19 fundamental principles of public policy in that there is substantial and fundamental policy against
20 interference with, and retaliation for, exercising rights under the Labor Code and California
21 employment laws.

22 183. As a proximate result of Defendants' wrongful conduct, Plaintiff has sustained and
23 continues to sustain economic damages in earning and other employment benefits in an amount
24 according to proof.

25 184. As a direct and proximate result of Defendants' retaliatory actions against Plaintiff,
26 Plaintiff has suffered and continues to suffer damages, in the form of lost wages and other
27 employment benefits and opportunities, severe emotional distress, humiliation, embarrassment,
28 anger, loss of sleep, the exact amount and/or extent of which will be proven at trial.



185. The above-described actions were perpetuated and/or ratified by managing agents and/or officers of Defendants. The aforementioned conduct of the managing agents and/or officers was willful and in conscious disregard of Plaintiff's rights, and constitutes oppression, fraud, or malice, justifying punitive and exemplary damages in an amount to punish Defendants.

186. As a result of the conduct of Defendants, as alleged herein, Plaintiff is entitled to costs of suit, including reasonable attorneys' fees, in an amount according to proof at trial.

THIRTEENTH CAUSE OF ACTION

UNLAWFUL COMPETITION AND UNFAIR BUSINESS PRACTICES

[California Business & Professions Code §§ 17200, et seq.]

(Against All Defendants)

187. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

188. At all times mentioned herein, Defendants employed Plaintiff.

189. Defendants, and each of them, are "persons" as defined under Business & Professions Code section 17021.

190. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other aggrieved employees, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

191. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

192. A violation of California Business & Professions Code section 17200, *et seq.*, may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code and IWC Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent, and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices in violation of the California Business & Professions Code section 17200, *et seq.*



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1 200. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful
2 conduct.

3 201. Plaintiff is entitled to, and seeks, such relief as may be necessary to disgorge the
4 profits which Defendants have acquired, or of which Plaintiff has been deprived, by means of the
5 above-described unfair, unlawful, and/or fraudulent business practices. Plaintiff is not obligated to
6 establish individual knowledge of the unfair practices of Defendants in order to recover restitution.

7 202. Plaintiff is further entitled to, and seeks, a declaration that the above-described
8 practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining the Defendants,
9 and each of them, from engaging in any of the above-described unfair, unlawful, and/or fraudulent
10 business practices in the future.

11 203. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries
12 which he has suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent business
13 practices. As a result of the unfair, unlawful, and/or fraudulent business practices described above,
14 Plaintiff has suffered and will continue to suffer irreparable harm unless Defendants, and each of
15 them, are restrained from continuing to engage in said unfair, unlawful, and/or fraudulent business
16 practices.

17 204. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiff
18 are entitled to restitution of the wages withheld and retained by Defendants during a period that
19 commences four (4) years prior to the filing of this Complaint; a permanent injunction requiring
20 Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to
21 California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of
22 costs.

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FOURTEENTH CAUSE OF ACTION
CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (“PAGA”)
IN VIOLATION OF LABOR CODE § 2698, ET SEQ.
(Against All Defendants)

205. Plaintiff hereby realleges and incorporates each preceding paragraph as though fully set forth herein.

206. At all times mentioned herein, Defendants employed Plaintiff.

207. Labor Code sections 2698-2699.5, in relevant part, provides, “any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency for a violation of this code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in section 2699.3.”

208. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving notice to the LWDA and the employer of the Labor Code sections alleged to have been violation, and after receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed without notice.

209. To the extent applicable, Plaintiff has satisfied in full the requirements of Labor Code section 2699.3. Plaintiff sent notice to Defendants and the LWDA on or about April 9, 2024, detailing Defendants’ alleged Labor Code violations. In particular, Plaintiff’s notice alleged violations of Labor Code sections 201, 202, 203, 226, 226.7, 233, 510, 512, 1174, 1174.5, 1175, 1194, 1198, and 2802;

210. On July 29, 2024, Plaintiff submitted her PAGA Notice with the LWDA. **Exh. 1.** LWDA did not provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar days of the postmark date of Plaintiff’s notice.

211. Plaintiff is an “aggrieved employee” under PAGA because she was employed by Defendants during the applicable statutory PAGA period and suffered one (1) or more of the Labor Code violations set forth in this Complaint.



1 212. Plaintiff seeks to recover, on their behalf, on behalf of the State, and on behalf of all
2 former and current aggrieved employees of Defendants, the civil penalties provided by PAGA, plus
3 reasonable attorney's fees and costs through a representative action permitted by PAGA and the
4 California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.App.4th 969. Therefore, class
5 certification is not required.

6 213. Plaintiff seeks penalties pursuant to PAGA for the following Labor Code violations:

7 A. Labor Code § 1194 (Failure to Pay Minimum Wages);

8 B. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);

9 C. Labor Code §§ 201, and 202 (Failure to Timely Pay Wages);

10 D. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);

11 E. Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements);

12 F. Labor Code § 2802 (Failure to Reimburse Necessary Business Expenses);

13 G. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);

14 H. Labor Code §§201 - 203 (Failure to Pay All Wages Due and Payable at
15 Separation of Employment); and

16 I. Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements).

17 214. Labor Code section 2699 *et seq.* imposes a civil penalty of one hundred dollars
18 (\$100.00) per pay period, per aggrieved employee for initial violations, and two hundred dollars
19 (\$200.00) per pay period, per aggrieved employee for subsequent violations for all Labor Code
20 provisions for which a civil penalty is not specifically provided.

21 215. As a proximate result of the action and conduct described in the paragraphs above,
22 which constitute violations of certain Labor Code sections, Plaintiff and all other aggrieved
23 employees have been damaged in an amount according to proof at the time of trial and seek civil
24 penalties and attorney's fees pursuant to Labor Code section 2699(f) and (g) against Defendants.

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PRAYER FOR RELIEF

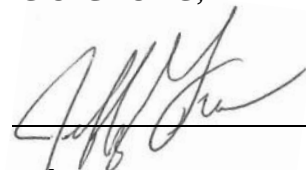
WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

1. For economic damages according to proof;
2. For non-economic damages according to proof;
3. For punitive damages according to proof;
4. For pre-judgment and post-judgment interest;
5. For an award of reasonable attorneys' fees and costs;
6. For penalties and premiums available under applicable law;
7. For civil penalties pursuant to the PAGA;
8. For liquidated damages;
9. For declaratory and injunctive relief; and
10. For such other relief as the Court deems just and proper.

Dated: October 25, 2024

KRING & CHUNG, LLP

By: _____


Tyler D. Kring
Jeffrey T. Green
Attorneys for Plaintiff
VANESSA RHYNE, individually and on
behalf of all aggrieved employees



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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of their claims by jury to the extent authorized by
law. Dated: October 25, 2024

KRING & CHUNG, LLP

By: 

Tyler D. Kring
Jeffrey T. Green
Attorneys for Plaintiff
VANESSA RHYNE, individually and on
behalf of all aggrieved employees



EXHIBIT 1



July 29, 2024

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

VIA ONLINE SUBMISSION ONLY

Attn.: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Vanessa Rhyne adv. Crossroads Country Club Pet Resort, et al.
K&C Client: Vanessa Rhyne
K&C File No.: 9300.0932
Subject: Notice of Representative Action Pursuant to the Private Attorneys General Act of 2004

Dear PAGA Administrator:

This office represents Vanessa Rhyne ("Ms. Rhyne" or "Plaintiff"). Pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("the Act"), we are providing written notice that Plaintiff's current employer, Crossroads Country Club Pet Resort, a California corporation ("Crossroads Pet Resort"), and any and all related entities (collectively referred to as "Defendants"), were and are in violation of various provisions of the California Labor Code, including provisions that impose civil penalties.

Plaintiff and other aggrieved employees intend to avail themselves of the protections of the Act. Accordingly, this correspondence will serve to satisfy the notice requirement of the Act pursuant to Labor Code section 2699.3(a).

STATEMENT OF FACTS

Plaintiff was employed by Defendants as a non-exempt, Dog Care employee from February 2023 and February 2024 and Kennel Manager from approximately February 2024 until the present. While employed as a dog care employee, Plaintiff earned approximately \$16.00, \$17.00 and \$19.00 per hour, respectively. As a kennel manager, she made approximately \$21.00 per hour.

Throughout her employment, Defendants failed to pay Plaintiff all wages owed, including minimum and overtime wages. Plaintiff was typically scheduled to work 50-60 hours per week, usually in the form of 9-10 hour shifts 5-6 times each week. Although she was paid some of her wages at overtime rates, Plaintiff typically worked more time off-the-clock. Plaintiff would work off-the-clock throughout her employment when she was unable to clock out and take

a compliant meal break. Additionally, during her time as a Kennel Manager, she was required to respond to calls and text messages from employees and facilitate employee scheduling. This often occurred before the morning shift, while Plaintiff was off-the-clock. Finally, after clocking out every shift, Plaintiff was required to do a head count of the animals in the kennel, which she would text to her general manager, Laura Renk. As a result, Plaintiff was not paid for the time that she worked.

As a dog care employee and kennel manager, Plaintiff was often prohibited from taking timely, uninterrupted and off-duty meal periods. Similarly, Plaintiff was not always permitted to take uninterrupted and off-duty rest periods due to understaffing and a lack of coverage. Defendants' management was fully aware that Plaintiff and Defendants' other non-exempt hourly employees were unable to take compliant meal and rest periods.

Plaintiff was required and expected to routinely use her personal cell phone for work-related purposes every day throughout her employment with Defendants, whether on the clock, or off-the-clock. Defendants required that Plaintiff, among other employees, use her personal cell phone for several purposes, including responding to calls and text messages from employees and management regarding her employee scheduling duties and her duty to take headcounts of dogs in the kennel after her shift ends. Though Plaintiff had access to a walkie talkie at work, these particular tasks could not be accomplished with the walkie talkie. At no point throughout Plaintiff's employment with Defendants was she reimbursed for the personal cell phone expense incurred despite Defendants' knowledge and expectation that Plaintiff constantly use her personal cell phone.

As a result of all of the above, Defendants have failed to pay Plaintiff all wages earned, failed to maintain accurate records, and failed to provide accurate itemized wage statements for Plaintiff and aggrieved employees showing proper gross and/or net wages earned, total hours worked, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each respective hourly rate, among other things.

Upon information and belief, all current and/or former non-exempt employees employed by Defendants are aggrieved employees as defined under California Labor Code section 2699(c). Upon information and belief, each of the non-exempt employees were/are subject to similar, if not the same, violations as Plaintiff.

Therefore, Plaintiff hereby provides notice that she intends to seek civil penalties, in a representative capacity on behalf of all such aggrieved employees for the violations applicable to them.

LABOR CODE VIOLATIONS

Defendants are in violation of the following Labor Code provisions:

1. Labor Code § 1194 (Failure to Pay Minimum Wage);
2. Labor Code §§ 510, 1194, and 1198 (Failure to Pay Overtime Wages);

3. Labor Code §§ 201 and 202 (Failure to Timely Pay Wages);
4. Labor Code §§ 226.7 and 512 (Failure to Provide Meal and Rest Periods);
5. Labor Code § 2802 (Failure to Reimburse Expenses);
6. Labor Code §§ 1174, 1174.5, and 1175 (Failure to Maintain Accurate Records);
7. Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements); and

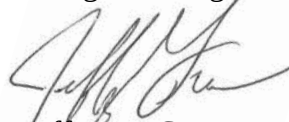
CONCLUSION

To prevent the above-described violations from occurring and to remedy past violations, Plaintiff, on behalf of all other aggrieved employees, intends to file a complaint against Defendant for these violations based upon the facts and theories set forth herein. Pursuant to Labor Code section 2699.3(a)(1), Plaintiff will serve the same written notice to Defendant by certified mail.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very truly yours,

Kring & Chung, LLP



Jeffrey T. Green

(jgreen@kringandchung.com)
JTG

cc: Via Certified Mail

c/o Laura Ann Renk, as Agent of Service of Process
10832 Knott Avenue
Stanton, CA 90680

EXHIBIT 2



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

July 29, 2024

Jeffrey Green
38 Corporate Park
IRVINE, CA

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202407-25613029
Right to Sue: Rhyne / Crossroads Country Club Pet Resort et al.

Dear Jeffrey Green:

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

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

July 29, 2024

RE: **Notice of Filing of Discrimination Complaint**

CRD Matter Number: 202407-25613029

Right to Sue: Rhyne / Crossroads Country Club Pet Resort et al.

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

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

July 29, 2024

Vanessa Rhyne
38 Corporate Park
IRVINE, CA 92606

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202407-25613029
Right to Sue: Rhyne / Crossroads Country Club Pet Resort et al.

Dear Vanessa Rhyne:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective July 29, 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

Vanessa Rhyne

CRD No. 202407-25613029

Complainant,

vs.

Crossroads Country Club Pet Resort
10832 Knott Avenue
Stanton, CA 90680

Daniel Tambourine
10832 Knott Avenue
Stanton, CA 90680

Respondents

1. Respondent **Crossroads Country Club Pet Resort** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Daniel Tambourine** individual as Co-Respondent(s).

3. Complainant **Vanessa Rhyne**, resides in the City of **IRVINE**, State of **CA**.

4. Complainant alleges that on or about **July 8, 2024**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sexual harassment- hostile environment, sexual harassment- quid pro quo.

Complainant was discriminated against because of complainant's sexual harassment- hostile environment, sexual harassment- quid pro quo and as a result of the discrimination was reprimanded.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was reprimanded.

Additional Complaint Details: Vanessa Rhyne (Ms. Rhyne) works for Crossroads Country Club Pet Resort ("Crossroads") and Daniel Tambourine ("Mr. Tambourine"). She began working for Crossroads as a nonexempt, hourly dog care employee from approximately February 2023 to February 2024, when she was promoted to her current position as Kennel Manager. During her time as a nonexempt dog care employee, Ms. Rhyne was compensated at regular rates of \$16.00, \$17.00 and \$19.00 per hour, and as a Kennel Manager, she is compensated at a regular rate of \$21.00 per hour.

Crossroads is a full service pet resort, and provides certified professional dog trainers, grooming, and pet care, complete with a kennel for overnight visits. Crossroads is located in Stanton, California. (<https://crossroadspetresort.com/about/>) Ms. Rhyne is informed and believes that Mr. Tambourine owns Crossroads. (<https://crossroadspetresort.com/about/meet-the-staff/>)

Throughout her work as a dog care employee and Kennel Manager, Ms. Rhyne primarily works and has worked at night and was confined to the kennel area, which was located outside behind the office area. Her duties primarily involved taking care of dogs, putting them to bed, providing them bathroom breaks, feeding them, administering medications and running health checks on the dogs' weight, teeth and eyes. She also sanitized the kennel area twice weekly and trained new dog care and kennel employees.

On or around the evening of Friday June 21, 2024, while working alone in the kennel area, Mr. Tambourine walked in with a bottle of wine, pants pulled down to his pubic region with his rear hanging out of his pants, and his shirt rolled up. Ms. Rhyne, stunned, terrified and unsure of Tambourine's intentions, asked if he was drunk. Mr. Tambourine yelled back that "I am the owner, I can do what I want" and that he was there to fix the air conditioning. She asked him to leave her alone while she was working in the kennel area alone, but he continued to follow her around for the next 5 minutes, which made her feel threatened and uncomfortable. Worried that Mr. Tambourine could make an unwanted sexual advance, Ms. Rhyne immediately used her walkie talkie to contact her romantic partner, Nancy, who also works in the facility, and told her to come over to the kennel. She then called her boss, Laura Renk, Crossroads' General Manager, to notify her of Mr. Tambourine's abhorrent behavior. Ms. Renk laughed off the complaint, saying that Mr. Tambourine was just messing around, and was upset that Ms. Rhyne was leaving in the middle of her shift.

On Monday June 24, 2024, Ms. Rhyne reported the sexual harassment to Barbara, Crossroads' Human Resources manager and Laura Renk. As a result, Barbara and Ms. Renk verbally told Ms. Rhyne that Mr. Tambourine would not go into the kennel or communicate with her directly. However, Mr. Tambourine disregarded the restrictions and continued to go into the kennel.

After Ms. Rhyne made her complaint to human resources, Mr. Tambourine singled her out. On June 28, 2024 at 5:00 p.m., while Ms. Rhyne was preparing food, Mr. Tambourine walked into the kennel to give treats to dogs. When she complained about him speaking to her directly, Mr. Tambourine told her to "shut the fuck up" and hand him the food

1 for the dogs. Feeling intimidated, she pulled out her personal cell phone to record him, and
2 he said she was not allowed to have her phone out. Ms. Rhyne then called Ms. Renk, who
3 said that she would handle it. Just two hours later, he walked back into the feeding area, Mr.
4 Tambourine walked in with a knife and told Ms. Rhyne that he was there to "cut things." He
5 then called her a "fucking bitch," said "fuck you" and flipped her off. Mr. Tambourine's
6 behavior continued to upset Ms. Rhyne and has distracted her from doing her job as the
7 Kennel Manager.

8 On July 8, 2024, Ms. Rhyne received a written warning from Mr. Tambourine for
9 insubordination (retroactive to July 1, 2024). On Crossroads' phone line, Mr. Tambourine
10 asked how Ms. Rhyne was doing before she said that she did not feel comfortable talking to
11 him. Later that night once Ms. Rhyne finished her shift, Mr. Tambourine came back to the
12 kennel area and asked for the headcount of the dogs in the kennel. Ms. Rhyne responded
13 that she had already provided the information to Laura Renk, her general manager, after her
14 shift ended and did not want to speak with him. Approximately one week later, Mr.
15 Tambourine issued a written warning to Ms. Rhyne because she "failed to provide a
16 headcount of dogs, and for bad attitude on call." Ms. Rhyne complained to Barbara (Human
17 Resources) that she believes her writeup for insubordination was created to "pack" her
18 employee file and fabricate cause for Mr. Tambourine to potentially terminate Ms. Rhyne.

19 For the reasons discussed above, among others, Ms. Rhyne has no doubt that Crossroads'
20 sudden discipline and writeups are in retaliation to Ms. Rhyne's complaints of sexual
21 harassment and the retaliation and hostile work environment that spawned in response.
22 Such treatment of Ms. Rhyne runs directly contrary to well-established California law.
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1 VERIFICATION

2 I, **Jeffrey T. Green**, 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 July 29, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Irvine, California**
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