

1 B. James Fitzpatrick (SBN: 129056)
2 FITZPATRICK & SWANSTON
3 555 S. Main Street
4 Salinas, CA 93901
5 Telephone: (831) 755-1311
6 Facsimile: (831) 755-1319

7 Larry W. Lee (SBN: 228175)
8 Kristen M. Agnew (SBN: 247656)
9 Max W. Gavron (SBN: 291697)
10 DIVERSITY LAW GROUP, P.C.
11 515 S. Figueroa Street, Suite 1250
12 Los Angeles, CA 90071
13 Telephone: (213) 488-6555
14 Facsimile: (213) 488-6554

15 Attorneys for Plaintiff,
16 Jane Doe on behalf of herself
17 and all similarly aggrieved employees

18 **SUPERIOR COURT OF CALIFORNIA**

19 **COUNTY OF MONTEREY**

20 JANE DOE, on behalf of herself
21 and all similarly aggrieved employees,

22 Plaintiff,

23 v.

24 LATARA ENTERPRISES, INC.; and
25 DOES 1 through 50, inclusive,

26 Defendants.

Case No. 24CV004358

**INDIVIDUAL, CLASS AND
REPRESENTATIVE ACTION**

FIRST AMENDED COMPLAINT

1 Plaintiff Jane Doe complains and alleges as follows:

2 1. Plaintiff Jane Doe (“Plaintiff”) is a competent adult who is, and at all times
3 mentioned in this complaint has been, a resident of Monterey County, California. Plaintiff
4 was employed by DEFENDANTS from approximately January 2024, through approximately
5 August 2024, pursuant to an unwritten contract, some of the terms of which were the product
6 of an oral agreement, with other terms implied from or incorporated from written materials
7 and policies maintained by DEFENDANTS and from the conduct of the parties. The terms of
8 this contract included working as a non-exempt employee, and at all times as an employee not
9 exempted from the California Labor Code. Plaintiff is, and at all relevant times was, an
10 individual as defined in Business and Professions Code §§ 17201 and 17204.

11 2. Defendant LATARA ENTERPRISES, INC. (“LATARA”) is, and at all times
12 mentioned in this complaint has been, a corporation incorporated under the laws of the State of
13 California and registered to do business in the State of California. Plaintiff is informed and
14 believes and thereon alleges that LATARA is authorized to and does conduct business
15 throughout the State of California, and has purposefully availed itself of the privileges and
16 benefits of doing business in the State of California.

17 3. Defendant FOUNDATION LABORATORY (“FOUNDATION”) is, and at all
18 times mentioned in this complaint has been, an unknown entity, doing business in the State of
19 California. Plaintiff is informed and believes and thereon alleges that FOUNDATION is
20 authorized to and does conduct business throughout the State of California, and has
21 purposefully availed itself of the privileges and benefits of doing business in the State of
22 California.

23 4. Plaintiff is the named Plaintiff and Class Representative herein. LATARA and
24 FOUNDATION are collectively referred to as “DEFENDANTS.”

25 5. Plaintiff and the Class Members alleged herein (collectively, “Class Members”)
26 seek remedies for all compensation and penalties due to the Class Members during the “Class
27 Period,” which is defined as four years from the filing date, through the date on which final
28 judgment is entered, based upon information and belief that DEFENDANTS are continuing

1 and will continue the unlawful employment practices as described herein.

2 6. Each Class Member is an identifiable, similarly-situated person who is now, or
3 was during the Class Period, employed as a non-exempt employee. Plaintiff reserves the right
4 to seek additional amendments of this Complaint to add as a named Plaintiff some or all of the
5 persons who are members of the Class.

6 7. Plaintiff and the Class Members are ignorant of the true names, identities,
7 capacities and relationships of the Defendants sued herein as DOES 1 through 50, inclusive,
8 and therefore sues these Defendants by such fictitious names. Plaintiff and the Class Members
9 are informed and believe, and thereon allege, that each of these fictitiously named Defendants
10 are responsible in some manner for the occurrences herein alleged, and that Plaintiff's and the
11 Class Members' damages as herein alleged were proximately caused by DOES 1 through 50.
12 Plaintiff and the Class Members will amend this Complaint to allege the true names and
13 capacities of said DOE Defendants when such information is ascertained. Each reference to
14 "Defendants," and each reference to any particular Defendant herein, shall be construed to
15 refer to all Defendants, including, but not limited to, all of those fictitiously named herein as a
16 "DOE" Defendant, and each of them.

17 8. Plaintiff and the Class Members are informed and believe, and thereon allege,
18 that each of the Defendants herein was at all times relevant to this action the agent, employee,
19 representative, partner, and/or joint venturer of the remaining Defendants, and each of them,
20 and that each of the Defendants herein was at all times acting within the course and scope of
21 that relationship. Plaintiff and the Class Members are further informed and believe, and
22 thereon allege, that each of the Defendants herein consented to, ratified, and/or authorized the
23 acts of each of the remaining Defendants herein. The conduct of each of the Defendants was
24 at all times herein in accordance with and represents the official policy of Defendants.
25 Additionally, at all times herein mentioned, Defendants, and each of them, aided and abetted
26 the acts and omissions of each and all of the other Defendants, which proximately caused the
27 damages herein alleged. Plaintiff and the Class Members are further informed and believe,
28 and thereon allege, that all of the Defendants jointly employed the Plaintiff and Class

Members herein and/or carried out a joint scheme, business plan and/or uniform policy, and the acts and omissions of each Defendant are legally attributable to the other Defendants such that they are deemed a single integrated enterprise and agents of one another so that all Defendants are each jointly and severally liable for the acts and omissions hereinafter alleged.

9. Defendants LATARA, and DOES 1 through 50 (collectively referred to herein as “Defendants”) are, and at all times herein were, “persons” as defined in California Business and Professions Code § 17201.

10. At all times herein, Defendants directly or indirectly, or through an agent or representative, exercised control over the wages, hours and/or working conditions of the Plaintiff and the Class Members, and directly or indirectly or through an agent or other person engaged, suffered, or permitted Plaintiff and the Class Members to work.

JURISDICTION AND VENUE

11. Plaintiff brings this Complaint for violations of California law occurring in this County, including without limitation violations of the California Labor Code, Business and Professions Code, Civil Code and common law, and the amount in controversy exceeds the minimum jurisdictional amount of the Superior Court. Based on information and belief, DEFENDANTS have intentionally availed themselves of the benefits and privileges available within this State, economic or otherwise, so as to render the exercise of jurisdiction over them by the courts of the State of California consistent with traditional notations of fair play and substantial justice. Accordingly, this Court has jurisdiction over the parties and claims in this matter.

12. Pursuant to Code of Civil Procedure § 395(a), venue is proper in this judicial district because DEFENDANTS now, and all times relevant herein, reside and/or transact business in this County. The conduct alleged herein and the damages resulting therefrom occurred in this County, and at all times herein DEFENDANTS maintained their principal place of business in this County.

ADMINISTRATIVE PROCEEDINGS

13. Pursuant to California Labor Code § 2699.3, Plaintiff gave written notice on

1 October 25, 2024, by electronic filing with the Labor and Workforce Development Agency, and
2 by certified mail to LATARA and FOUNDATION, of factual and legal basis for the labor law
3 violations alleged in this Complaint.

4 14. Pursuant to California Labor Code § 2699.3, Plaintiff seeks all applicable penalties
5 for violations which the Labor and Workforce Development Agency has failed or elected not to
6 investigate and/or failed or elected not to issue a citation. Plaintiff has exhausted all administrative
7 remedies required by the Labor and Workforce Development Agency as a prerequisite to filing
8 this action.

9 15. Plaintiff has met all the jurisdictional requirements for proceeding with claims
10 under the FEHA, including without limitation, California Government Code Sections 12960
11 and 12965, by timely filing an administrative complaint with the California Civil Rights
12 Department (the “CRD”) on March 6, 2025. A true and correct copy of Plaintiff’s complaint
13 and Right-to-Sue letter is attached as **Exhibit A**.

14 **FEHA ALLEGATIONS**

15 16. Plaintiff worked for DEFENDANTS as a Phlebotomist from approximately
16 January 2024 to August 2024, when she was wrongfully terminated in retaliation for making
17 protected complaints concerning the unwanted sexual harassment she was experiencing at
18 work.

19 17. DEFENDANTS frequently assigned Plaintiff to draw the blood of male patients.
20 She was typically alone in the room with patients. Multiple male patients made unwanted
21 sexual advances towards Plaintiff, which caused her to feel uncomfortable in the workplace.
22 By way of example, the male patients often leered at Plaintiff’s breasts. On one occasion, a
23 male patient commented that he “never had this most fun in a laboratory” and “should come
24 more often.” The patient made these remarks while staring at her breasts. The patient also
25 inquired about Plaintiff’s personal life, including whether she had a boyfriend. Plaintiff
26 responded in the affirmative and attempted to redirect the conversation. The patient ignored
27 Plaintiff’s verbal cue and remarked “If I was your boyfriend, I would treat you right.” Plaintiff
28 immediately left the room.

18. Plaintiff complained about the harassment to her manager, Ursula. Plaintiff expressed that she was scared and uncomfortable to continue providing care for the male patient. Plaintiff mentioned that he was staring at her and asked if she had a boyfriend. Ursula responded by instructing Plaintiff to refrain from discussing her personal life at work.

19. DEFENDANTS did not investigate Plaintiff's complaint of harassment nor did it take prophylactic measures to ensure that it did not occur again. Instead, on August 18, 2024, DEFENDANTS wrongfully terminated Plaintiff's employment, in retaliation for her complaints of harassment. DEFENDANTS falsely claimed that she was being terminated due to her attendance. Plaintiff, however, had a stellar attendance record and even covered shifts for other employees when asked to do so by management.

20. DEFENDANTS conduct and unlawful termination of Plaintiff's employment amount to illegal discrimination and retaliation in violation of California's Fair Employment and Housing Act, California Government Code Section 12940 et seq . As an actual and proximate result of the illegal employment actions of DEFENDANTS, Plaintiff has suffered and continues to suffer pain, humiliation, severe emotional distress, and trauma. Plaintiff has also suffered lost wages, including, without limitation, loss of salary and benefits. Plaintiff also has suffered a loss in earning capacity. Thus, Plaintiff has suffered economic and non-economic losses. Plaintiff seeks lost wages, loss in earning capacity, and compensatory damages for pain and suffering, inconvenience, and mental anguish. Plaintiff also seeks punitive damages, interest, attorneys' fees, and costs, as permitted by law.

GENERAL ALLEGATIONS

21. DEFENDANTS now, and at all times relevant herein, did, own, operate, and control a business/establishment that employs persons within the meaning of all applicable wage orders, including, but not limited to, IWC Wage Order No. 4-2001 (California Code of Regulations, title 8, section 11040).

22. At all times relevant herein, Plaintiff and the Class Members were non-exempt employees of DEFENDANTS under the California Labor Code and were protected by the provisions of the Wage Order.

1 23. At all times relevant herein, Plaintiff and the Class Members worked for
2 DEFENDANTS without the provision of being compensated for all hours worked, without
3 being paid overtime premium wages for all overtime hours worked, without being paid all
4 wages on time, without being paid the full payment of wages owed at the end of their
5 employment, and without having been provided with complete and accurate wage statements
6 as required by law.

7 24. At all times relevant herein, DEFENDANTS maintained and enforced a uniform
8 policy by which Plaintiff and Class Members were required to travel for work-related
9 purposes, including to clinics operated by DEFENDANTS. The time spent traveling to and
10 from the clinics after the start of the workday constitutes compensable work time, but
11 DEFENDANTS failed to pay wages for the time spent traveling.

12 25. At all times relevant herein, DEFENDANTS maintained and enforced a uniform
13 policy by which they regularly and consistently failed to provide Plaintiff and the Class
14 Members with complete and accurate itemized wage statements stating the total hours worked,
15 regular and overtime hours worked, gross wages earned, net wages earned, all applicable rates
16 of pay and the corresponding number of hours worked under each rate, all deductions, and
17 accurate accounting for all wages paid to Plaintiff and the Class Members.

18 26. At all times relevant herein, DEFENDANTS maintained and enforced a uniform
19 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
20 and 203 by failing to pay Plaintiff and the Class Members all owing and unpaid wages for
21 work performed by them during their employment and at the end of their employment.

22 27. At all times relevant herein, DEFENDANTS maintained and enforced a uniform
23 policy by which they regularly and consistently violated Labor Code § 2802 by failing to
24 reimburse employees for all business expenses, including vehicle and phone-related expenses.

25 28. Plaintiff and the Class Members are informed and believe, and thereon allege,
26 that at all times herein mentioned, DEFENDANTS were advised by skilled lawyers and other
27 professionals, employees, and advisors knowledgeable about California labor and wage law,
28 employment and personnel practices, and about the requirements of California law. Plaintiff

1 and the Class Members are informed and believe, and thereon allege, that at all times relevant
2 herein, DEFENDANTS knew or should have known that they had a duty to compensate
3 Plaintiff and the Class Members and that DEFENDANTS had the financial ability to pay such
4 compensation, but willfully, knowingly and intentionally failed to do so, and falsely
5 represented to Plaintiff and the Class Members that they were properly denied wages, all in
6 order to increase DEFENDANTS' profits.

7 29. California Labor Code § 218 states that nothing in Article I of the Labor Code
8 shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to
9 him under this Article."

10 **CLASS ACTION ALLEGATIONS**

11 30. Plaintiff brings this action on behalf of herself, the general public, and all other
12 similarly situated persons as a class action pursuant to Code of Civil Procedure § 382. All
13 claims alleged herein arise under California law for which Plaintiff seeks relief authorized by
14 California law. Plaintiff seeks to represent a class composed of and defined as follows:

15 A. Class:

16 All current and former non-exempt employees of
17 DEFENDANTS who worked for DEFENDANTS
18 in California at any time within four (4) years before
19 the commencement of this action through the date
20 on which final judgment is entered.

21 B. Unreimbursed Work-Related Expense Subclass:

22 All current and former non-exempt employees of
23 DEFENDANTS who worked for DEFENDANTS
24 in California and who were not reimbursed work-
25 related expenses at any time within four (4) years
26 before the commencement of this action through the
27 date on which final judgment is entered.

28 C. Non-Compliant Wage Statement Subclass:

All current and former non-exempt employees who
are or were employed by DEFENDANTS in
California and who were paid any wages from
Defendants at any time within one (1) year before
the commencement of this action through the date
on which final judgment is entered.

31. Plaintiff reserves the right under Code of Civil Procedure § 382 to amend or
modify the class description with greater specificity, further division into subclasses or with
limitations to particular issues.

1 32. This action has been brought and may be properly maintained as a class action
2 under the provisions of Code of Civil Procedure § 382 because the questions of law and fact at
3 issue herein are common and of general interest to Plaintiff and the Class Members, the parties
4 are numerous, and it would be impracticable to bring the claims alleged herein before the court
5 as individual claims or through some other than a class action.

6 **A. Numerosity**

7 33. The Class Members are so numerous that joinder of all the members of the class
8 is not feasible and not practical. While the precise number of Class Members has not been
9 determined at this time, Plaintiff is informed and believes that DEFENDANTS currently
10 employ, and during the Class Period regularly employed, more than 25 employees in
11 California in hourly wage or otherwise non-exempt positions. The identities of the Class
12 Members are readily ascertainable by inspection of DEFENDANTS' employment records.
13 Moreover, the joinder of all members of the proposed class is not practicable, and individual
14 damages for each member are not anticipated to be sufficiently high to allow for practical
15 resolution through individualized litigation.

16 **B. Commonality and Predominance**

17 34. There are questions of law and fact common to each Class Member that
18 predominate over any questions affecting only individual Class Members. These common
19 questions of law and fact include, without limitation:

20 a. Whether DEFENDANTS violated California Labor Code § 226 by
21 failing to provide accurate itemized wage statements to Plaintiff and the Class Members
22 containing all of the information required by Labor Code § 226;

23 b. Whether DEFENDANTS violated California Labor Code §§ 201, 202,
24 204, 216, 218, 221, 1194, and 1198 by failing and refusing to pay Plaintiff and the Class
25 Members agreed wages for all work performed by them, including minimum wage and/or
26 overtime as compensation for any and all hours worked;

27 c. Whether DEFENDANTS violated Labor Code §§ 201, 202, 203, and 204
28 by failing to timely pay Plaintiff and the Class Members all wages for work performed by

1 them during their employment and failing to timely pay Plaintiff and the Class Members at the
2 end of their employment all wages for work performed by them during their employment;

3 d. Whether DEFENDANTS violated Labor Code §§ 201, 202, and 204 by
4 failing to timely pay Plaintiff and the Class Members for all wages and hours worked during
5 their employment;

6 e. Whether DEFENDANTS violated Labor Code § 2802 by failing to
7 reimburse Plaintiff and the Class Members for all business expenses, including vehicle and
8 phone-related expenses;

9 f. Whether DEFENDANTS' failure to pay wages, and premiums in
10 accordance with the California Labor Code and the Wage Order was willful;

11 g. Whether DEFENDANTS violated Labor Code § 1198 and the Wage
12 Order for failing to keep accurate records with respect to each employee;

13 h. Whether DEFENDANTS' conduct as alleged throughout this complaint
14 was willful or reckless;

15 i. The appropriate amount of damages, restitution and/or monetary
16 penalties resulting from DEFENDANTS' violations of California law;

17 j. Whether Plaintiff and the Class members are entitled to equitable relief,
18 including but not limited to, injunctive and declaratory relief, pursuant to Business and
19 Professions Code §§ 17200 et seq.; and

20 k. Whether DEFENDANTS violated Business and Professions Code §§
21 17200 et seq., by failing to pay regular and overtime wages for all hours worked; and by
22 failing to reimburse all necessary business related expenses.

23 **C. Typicality**

24 35. The claims of Plaintiff are typical of the claims of the Class Members. Plaintiff
25 and the Class Members sustained injuries and damages arising out of and caused by the
26 DEFENDANTS' common course of conduct in violation of statutes, common law, wage
27 orders and/or regulations that have the force and effect of law, as alleged herein. Plaintiff has
28 a well-defined community of interest with the Class Members and are qualified to, and will,

1 fairly and adequately protect the interests of each Class Member.

2 **D. Adequacy of Representation**

3 36. Plaintiff will fairly and adequately represent and protect the interests of the Class
4 Members. Plaintiff acknowledges Plaintiff's obligation to make known to the Court any
5 relationship, conflict, or difference with any Class Member. Plaintiff has incurred and
6 throughout this action will continue to incur, costs and attorney's fees necessarily expended
7 for the prosecution of this action for the substantial benefit of each Class Members. Counsel
8 who represents Plaintiff is competent and experienced in litigating class actions, versed in the
9 rules governing class action discovery certification, settlement and trial, and will vigorously
10 and competently pursue the claims of Plaintiff and the Class Members.

11 **E. Superiority**

12 37. The nature of this action makes the use of class action adjudication superior to
13 other methods. The class action will achieve economies of time, effort, and expense as
14 compared with separate individual lawsuits on behalf of each Class Member, and will avoid
15 inconsistent outcomes because the same issues will be adjudicated in the same manner and at
16 the same time for the entire class.

17 **F. Public Policy Consideration**

18 38. Employers in the State of California violate employment and labor laws daily.
19 Employees are often intimidated and afraid to assert their rights out of fear that they will be
20 subjected to direct or indirect retaliation by their employers. Former employees (those who
21 are no longer employed by a particular employer who had subjected them to employment and
22 labor law violations) are fearful of bringing actions against their former employers because
23 they believe their former employers might damage their future endeavors through negative
24 references and/or other means. Class actions provide Class Members who are not named in
25 the complaint with vindication of their rights while also protecting their privacy and shielding
26 them from retaliation.

27 **FIRST CAUSE OF ACTION**
28 **Failure to Pay Hourly and Overtime Wages**
(California Labor Code §§ 1194 and 1198; and The Wage Order)
(Plaintiff and the Class Members against Defendants)

39. Plaintiff and the Class Members incorporate by reference all of the allegations

1 contained in the preceding paragraphs as though fully set forth herein.

2 40. Plaintiff and the Class Members base this cause of action upon DEFENDANTS '
3 willful and intentional violations of the California Labor Code and Industrial Welfare
4 Commission requirements that DEFENDANTS pay Plaintiff and the Class Members for all
5 hours worked, including the requirement to pay premium overtime wages to Plaintiff and the
6 Class Members for overtime hours worked in a workday and/or in a workweek, and/or on the
7 seventh consecutive day in a workweek.

8 41. At all times relevant herein, DEFENDANTS maintained and enforced a uniform
9 policy by which Plaintiff and Class Members were required to travel for work-related
10 purposes, including to clinics operated by DEFENDANTS. The time spent traveling to and
11 from the clinics constitutes compensable work time, but DEFENDANTS failed to pay wages
12 for the time spent traveling.

13 42. Pursuant to Labor Code § 204, as well as other applicable laws and regulations,
14 and public policy, an employer must timely pay its employees for all hours worked.

15 43. Labor Code § 1198 provides that "The maximum hours of work and the standard
16 conditions of labor fixed by the commission shall be the maximum hours of work and the
17 standard conditions of labor for employees. The employment of any employee for longer hours
18 than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

19 44. Labor Code § 1194 provides that "any employee receiving less than the legal
20 minimum wage or the legal overtime compensation applicable to the employee is entitled to
21 recover in a civil action the unpaid balance of the full amount of this minimum wage or
22 overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
23 suit."

24 45. Throughout the Class Period, DEFENDANTS knew or had reason to know that
25 Plaintiff and the Class Members were regularly and consistently worked overtime without
26 being paid the appropriate premium overtime wage required by Labor Code §§ 1194 and 1198,
27 and the Wage Order.

28 46. Throughout the Class Period, DEFENDANTS' conduct as alleged herein

1 amounted to a uniform pattern of unlawful wage and hour practices which resulted from the
2 implementation of uniform policies and practices by which DEFENDANTS failed to
3 accurately record all hours worked by Plaintiff and the Class Members thereby denying
4 payment of overtime premium wages to Plaintiff and the Class Members for overtime hours
5 worked.

6 47. In committing the violations of the California Labor Code as alleged herein,
7 DEFENDANTS engaged in an illegal attempt to avoid the payment of all earned wages and
8 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
9 requirements and other applicable laws and regulations.

10 48. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
11 Plaintiff and the Class Members have been denied full compensation for all hours worked by
12 them, including but not limited to premium overtime wages for overtime hours.

13 49. The Labor Code and the Wage order set forth various exemptions by which
14 certain categories of employees are exempt from the protections of the overtime laws
15 contained in the Labor Code. At no time during Plaintiff's employment did any of these
16 exemptions apply to Plaintiff and the Class Members. Moreover, at no time were Plaintiff and
17 the Class Members subject to a valid collective bargaining agreement that would preclude the
18 causes of action set forth in this complaint. Rather, Plaintiff and the Class Members bring this
19 action because of DEFENDANTS' violations of non-waivable rights guaranteed to them by
20 the State of California.

21 50. As a direct consequence of DEFENDANTS' unlawful failure to pay Plaintiff
22 and the Class Members the full and accurate amount of all earned wages at the appropriate rate
23 for the true number of hours they worked, Plaintiff and the Class Members have suffered and
24 will continue to suffer economic injuries in an amount which is presently unknown to them
25 and which will be ascertained according to proof at trial.

26 51. In performing the acts and practices in violation of California labor laws as
27 herein alleged, DEFENDANTS have acted and continue to act intentionally, oppressively and
28 maliciously towards Plaintiff and the Class Members, with a conscious disregard for their legal

1 rights and the consequences to them, and with the intent of depriving them of their property
2 and legal rights and otherwise causing them injury, in order to increase DEFENDANTS'
3 profits at the expense of Plaintiff and the Class Members.

4 52. Plaintiff and the Class Members request recovery of all unpaid wages, including
5 overtime premium wages, in an amount according to proof, interest on such amounts, statutory
6 costs, and the assessment of any and all statutory penalties against DEFENDANTS, all in the
7 sums as provided by the California Labor Code and/or other applicable statutes. In addition, to
8 the extent that overtime compensation is owed Plaintiff and the Class Members whose
9 employment has been terminated, DEFENDANTS' conduct violates Labor Code §§ 201
10 and/or 202, entitling Plaintiff and the Class Members to waiting time penalties under Labor
11 Code § 203, which penalties are sought herein on behalf of Plaintiff and the Class Members.

12 53. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
13 for.

14 **SECOND CAUSE OF ACTION**
15 **Failure to Comply with Itemized Employee Wage Statement Requirements**
16 **(California Labor Code §§ 226, 1174 and 1175; and The Wage Order)**
17 **(Plaintiff and the Class Members against Defendants)**

18 54. Plaintiff and the Class Members allege and incorporate by reference all of the
19 allegations contained in the preceding paragraphs, as though fully set forth herein.

20 55. Labor Code § 226(a) and the Wage Order require DEFENDANTS to itemize in
21 wage statements all deductions from payment of wages, to accurately report total hours
22 worked, to report the rate of pay for hours worked, and keep the records on file at the place of
23 employment or at a central location within the State of California. DEFENDANTS have
24 knowingly and intentionally failed to comply with Labor Code § 226(a) and the Wage Order
25 with respect to wage statements they have provided to Plaintiff and the Class Members.

26 56. Labor Code § 1174 and the Wage Order requires DEFENDANTS to maintain
27 and preserve, at the place of employment or at a central location within the State of California,
28 among other items, accurate records showing the names and addresses of all employees
employed, payroll records accurately showing the hours worked daily and the wages paid to its
employees. DEFENDANTS have knowingly and intentionally failed to comply with these

1 requirements in violation of Labor Code §§ 1174 and 1175 and the Wage Order.

2 57. Labor Code § 226(a) and the Wage Order provide that every employer shall,
3 semimonthly or at the time of each payment of wages, furnish each of its employees an
4 accurate itemized statement in writing showing gross wages earned, total hours worked by the
5 employee, the number of piece rate units and the applicable rate, all deductions, net wages
6 earned, the inclusive dates of the period for which the employee is paid, the name of the
7 employee and the last four digits of the employee's social security number (or an employee
8 identification number), the name and address of the legal entity that is the employer and all
9 applicable hourly rates in effect during the pay period and the corresponding numbers of hours
10 worked at each hourly rate by the employee. Labor Code § 226(a) mandates that deductions
11 made from payments of wages shall be recorded in ink, properly dated and a copy of the
12 statement or a record of deductions be kept on file by the employer for at least three years.
13 Moreover, the Wage Order requires DEFENDANTS to maintain time records for each
14 employee showing, including but not limited to, an accurate report of the total hours worked
15 by each employee, when the employee begins and ends each work period, and total daily hours
16 worked in itemized wage statements, and all deductions from payment of wages.

17 58. Throughout the Class Period, DEFENDANTS have regularly and consistently,
18 intentionally and willfully, failed to provide Plaintiff and the Class Members with complete
19 and accurate wage statements.

20 59. The Wage Order provides that an employer must keep accurate information with
21 regard to each employee, which shall include time records showing when the employee begins
22 and ends each work period, total daily hours worked and total hours worked in the pay period
23 and the applicable rates of pay.

24 60. Throughout the Class Period, DEFENDANTS continually failed to keep
25 accurate records and information regarding Plaintiff and the Class Members as required by the
26 Wage Order. DEFENDANTS repeatedly provided Plaintiff and the Class Members with
27 wage statements that, among other inaccuracies, failed to include complete and accurate
28 information on the following: (1) gross wages earned; (2) total hours worked; (3) all
deductions from wages; (4) net wages earned; (5) all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate; and (6)
2 reimbursement for work-related expenses.

3 61. As a result of DEFENDANTS' violation of Labor Code §§ 226(a), 1174 and
4 1175, as well as the Wage Order, Plaintiff and the Class Members have suffered injury and
5 damage to their statutorily-protected rights. These injuries and damages include, but are not
6 limited to, the denial of their legal right to receive and their protected interest in receiving
7 accurate, itemized wage statements under Labor Code § 226(a). Moreover, the inaccurate and
8 incomplete wage statements provided by DEFENDANTS deceived Plaintiff and the Class
9 Members about the wages and other compensation to which they were entitled and deprived
10 them of such wages and compensation. As a further result of DEFENDANTS' failure to
11 provide Plaintiff and the Class Members with accurate wage statements in accordance with
12 Labor Code § 226 and to keep accurate time records as required by the Wage Order, Plaintiff
13 and the Class Members have suffered injuries and are entitled to penalties under Labor Code §
14 226 and Labor Code § 226.3 which states that any employer who violates § 226 shall be
15 subject to a civil penalty in the amount of \$250.00 per employee per violation in an initial
16 citation. The civil penalty provided for in this section is in addition to any other penalty
17 provided by law, in an amount to be proven at trial. The injuries suffered by Plaintiff and the
18 Class Members include, but are not limited to, having been, and continuing to be, forced to
19 conduct investigations and perform mathematical computations in an attempt to reconstruct
20 their time records; the inability to reconstruct their time records; the inability to discern the
21 amount of wages they were paid and/or the applicable wage rate; the inability to determine the
22 number of hours, including but not limited to, overtime hours they worked; the inability to
23 determine whether they were paid all wages due for work they performed; the inability to
24 determine the amount of wages owing and unpaid; having been, and continuing to be, forced
25 to hire attorneys and initiate a lawsuit in order to ascertain the aforementioned information.

26 62. Plaintiff and the Class Members are further entitled to recover from
27 DEFENDANTS the greater of their actual damages caused by DEFENDANTS' failure to
28 comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000.00.

63. Plaintiff and the Class Members are also entitled to injunctive relief to ensure

1 compliance with this section, pursuant to Labor Code § 226(g).

2 64. Pursuant to Labor Code § 226(e), each employee suffering injury as a result of a
3 knowing and intentional failure by an employer to comply with Labor Code § 226(a) is
4 entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in
5 which a violation occurs and \$100.00 per employee for each violation in a subsequent pay
6 period, not exceeding an aggregate penalty of \$4,000.00, and is entitled to an award of costs
7 and reasonable attorneys' fees.

8 65. Moreover, an employee is entitled under the Labor Code § 226(g) to injunctive
9 relief to ensure compliance with Labor Code § 226 and is entitled to an award of costs and
10 reasonable attorneys' fees.

11 66. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
12 for.

13 **THIRD CAUSE OF ACTION**
14 **Failure to Pay All Wages Upon Termination**
15 **(California Labor Code §§ 201, 202 and 203; and The Wage Order)**
16 **(Plaintiff and the Class Members against Defendants)**

17 67. Plaintiff and the Class Members incorporate by reference all of the allegations
18 contained in the preceding paragraphs as though fully set forth herein.

19 68. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
20 in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue
21 as a penalty from the due date, and at the same rate until paid, but the wages shall not continue
22 for more than thirty (30) days.

23 69. Labor Code § 201 provides if an employer discharges an employee, the wages
24 earned and unpaid at the time of discharge are due and payable immediately.

25 70. Labor Code § 202 provides that an employee is entitled to receive all unpaid
26 wages no later than 72 hours after an employee quits his or her employment, unless the
27 employee has given 72 hours previous notice of his or her intention to quit, in which case the
28 employee is entitled to his or her wages at the time of quitting.

71. DEFENDANTS willfully failed to pay Plaintiff and the Class Members all their
wages due, as alleged hereinabove and hereinafter, upon the termination of their employment
within the times prescribed by Labor Code §§201 and 202 and are therefore subject to a

1 waiting time penalty. Plaintiff and the Class Members are entitled to recover from
2 DEFENDANTS the statutory penalty for each day they were not paid at their regular hourly
3 rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

4 72. WHEREFORE, Plaintiff and the Class Members request relief as herein prayed
5 for.

6 **FOURTH CAUSE OF ACTION**
Violation of Labor Code § 2802
(Plaintiff and the Class Members against Defendants)

7 73. Plaintiff and the Class Members incorporate by reference all of the allegations
8 contained in the preceding paragraphs as though fully set forth herein.

9 74. Pursuant to Labor Code § 2802 an employer shall indemnify his or her employee
10 for all necessary expenditures or losses incurred by the employee in direct consequence of the
11 employee's discharge of his or her duties.

12 75. At all times herein alleged, DEFENDANTS regularly and consistently violated
13 Labor Code § 2802 by failing to reimburse for expenses incurred in the performance of their
14 duties, including expenses associated with the use of Plaintiff's and the Class Members'
15 personal vehicles and phones for mandatory work-related purposes.

16 76. DEFENDANTS maintained and enforced a uniform policy by which Plaintiff
17 and Class Members were required to use their personal vehicles to travel for work-related
18 purposes, including commuting to clinics operated by DEFENDANTS. DEFENDANTS failed
19 to reimburse Plaintiff and Class Members for gas, the wear and tear on their vehicles, or cell
20 phone expenses.

21 77. DEFENDANTS also maintained and enforced a uniform policy by which
22 Plaintiff and Class Members were required to use their personal cell phones for work-related
23 purposes, including clocking in and out for work. However, DEFENDANTS failed to
24 reimburse Plaintiff and the Class for the associated costs.

25 78. Plaintiff and the Class Members were required to retain attorneys to bring this
26 action and are entitled to an award of reasonable attorneys' fees pursuant to Labor Code §
27 2802(c).
28

1 **FIFTH CAUSE OF ACTION**
2 **Unfair Business Practices**
3 **(California Business and Professions Code §§ 17200 et seq. and Common Law)**
4 **(Plaintiff and the Class Members against Defendants)**

5 79. Plaintiff and the Class Members hereby incorporate each of the preceding
6 paragraphs of this Complaint as if fully alleged herein.

7 80. Plaintiff and the Class Members suffered direct injury as a result of the
8 DEFENDANTS' conduct, as alleged in the preceding paragraphs, and bring this action under
9 Code of Civil Procedure § 382. The deprivation by DEFENDANTS of Plaintiff and the Class
10 Members of wages due and owing, and reimbursements for business-related expenses
11 constitute unlawful business practice within the meaning of Business and Professions Code §
12 17200, et seq. including, but not limited to, a violation of the Wage Order, regulations, and
13 statutes, and further, whether or not in violation of the aforementioned Wage Order, regulation
14 and statutes, amount to practices which are otherwise unfair.

15 81. Under Business and Professions Code § 17200, et seq., including, but not limited
16 to §§ 17201, 17203, and 17208, Plaintiff asserts standing on behalf of herself and on the behalf
17 of each of the members of the class alleged herein. Plaintiff and the Class Members seek,
18 among others, restitution of compensation due during the Class Period.

19 82. Throughout the Class Period, DEFENDANTS have committed violations of law,
20 as described herein, including, but not limited to, violation of Labor Code §§ 510, 1194, 1198,
21 2802 and the Wage Order.

22 83. These unlawful and unfair business practices defeat the public interest purposes
23 of the State's labor laws, as set forth in the sections of the California Labor Code, the
24 California Code of Regulation and the Wage Order referenced elsewhere in this complaint, all
25 of which promote compliance with labor laws and employment regulations by participants in
26 DEFENDANTS' industry.

27 84. DEFENDANTS' unfair and unlawful business practices thus have violated the
28 sections of the Labor Code, California Code of Regulation, and the Wage Order referenced in
this complaint and have imposed harm on their employees and their competitors and will

1 continue to do so until abated. As a result of these unfair and unlawful business practices,
2 DEFENDANTS have retained monies belonging to Plaintiff and the Class Members and they
3 have been unjustly enriched at Plaintiff's and the Class Members' expense. Plaintiff and the
4 Class Members are entitled to restitution of the wages and monies withheld and retained by
5 DEFENDANTS during the Class Period and a preliminary and permanent injunction
6 requiring DEFENDANTS to pay all wages and sums due to Plaintiff and the Class Members,
7 and to provide accurate and complete wage statements.

8 85. As a direct and proximate result of DEFENDANTS' conduct, Plaintiff and the
9 Class Members have suffered injury and loss of money.

10 86. This action will result in the enforcement of an important right affecting the
11 public interest. The conduct of DEFENDANTS as alleged herein has been and continues to be
12 unfair, unlawful and harmful to Plaintiff and the Class Members, and the general public.
13 Accordingly, under Code of Civil Procedure § 1021.5, Plaintiff and the Class Members are
14 entitled to an award of reasonable attorneys' fees according to proof.

15 87. WHEREFORE, Plaintiff and the Class Members request relief as hereinafter
16 prayed for.

17 **SIXTH CAUSE OF ACTION**
18 **California Labor Code Private Attorneys General Act of 2004**
19 **(California Labor Code § 2698)**
20 **(Plaintiff and the Aggrieved Employees against Defendants)**

21 88. Plaintiff alleges and incorporates by reference all of the allegations contained in
22 the preceding paragraphs as though fully set forth herein.

23 89. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover
24 civil penalties for the violation(s) of the Labor Code Sections enumerated in Labor Code
25 Section 2699.5.

26 90. Plaintiff is an "aggrieved employee" pursuant to Labor Code § 2699, as Plaintiff
27 has suffered violations including, but not limited to, Labor Code §§ 201, 201.3, 202, 203, 204,
28 218.5, 218.6, 223, 225.5, 226, 226.7, 233, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199,
2699, 2800, 2802, and the Wage Order.

91. Pursuant to PAGA, and in particular California Labor Code §§ 2699(a), 2699.3,

1 and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks
2 assessment and collection of civil penalties for Plaintiff and the employees, and the State of
3 California against DEFENDANTS on behalf of herself and the employees.

4 92. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

5 **SEVENTH CAUSE OF ACTION**
6 **Sexual Harassment in Violation of the FEHA**
7 **(Plaintiff against Defendants)**

8 93. Plaintiff alleges and incorporates by reference all of the allegations contained in
9 the preceding paragraphs as though fully set forth herein.

10 94. At all times herein mentioned, the FEHA was in full force and effect and was
11 fully binding upon DEFENDANTS. Specifically, California Government Code section
12 12940(j) prohibits an employer from sexually harassing an employee on the basis of her sex or
13 gender.

14 95. The actions of DEFENDANTS towards Plaintiff as described herein, created a
15 hostile sexual environment which materially altered Plaintiff's working conditions, and which
16 constitute sexual harassment in violation of Government Code section 12940(j)(1).

17 96. As a direct, foreseeable and proximate result of the unlawful actions of
18 DEFENDANTS, Plaintiff has suffered and continues to suffer compensatory damages,
19 including without limitation, lost wages, loss of future earnings, emotional distress, mental
20 anguish, embarrassment, humiliation, loss of future advancement, and damage to her
21 reputation in the business community, in the amount of at least \$25,000.00, according to proof
22 at the time of trial, which is in excess of the jurisdictional minimum for this lawsuit to qualify
23 as an unlimited civil action. Plaintiff claims such amounts as damages, together with
24 prejudgment interest accruing from the date of the filing of this action pursuant to California
25 Civil Code sections 3281 and/or 3288, and/or any other provision of law providing for
26 prejudgment interest.

27 97. As a direct, foreseeable and proximate result of the unlawful actions of
28 DEFENDANTS, Plaintiff has been forced to hire attorneys to prosecute the claims alleged
herein and has incurred and is expected to continue to incur attorneys' fees. Pursuant to

1 California Government Code section 12965(b), Plaintiff requests the award of attorneys' fees
2 against DEFENDANTS.

3 98. DEFENDANTS committed the acts alleged herein maliciously, fraudulently, and
4 oppressively, callously, in bad faith, with the wrongful intent of injuring Plaintiff, and in
5 conscious disregard of Plaintiff's rights and safety. As such, Plaintiff is entitled to an award of
6 punitive damages against Defendants in an amount according to proof.

7 **EIGHTH CAUSE OF ACTION**
8 **Sex Discrimination in Violation of the FEHA**
9 **(Plaintiff against Defendants)**

10 99. Plaintiff alleges and incorporates by reference all of the allegations contained in
11 the preceding paragraphs as though fully set forth herein.

12 100. California Government Code section 12940(a) prohibits an employer from
13 discriminating against an employee on the basis of his/her sex or gender.

14 101. DEFENDANTS discriminated against Plaintiff on account of her sex/gender. As
15 described above, Plaintiff suffered adverse employment action in the form of workplace
16 harassment which was motivated by her sex/gender, and those adverse employment actions
17 materially affected the terms and conditions of Plaintiff's employment. Sexual harassment is a
18 form of gender discrimination.

19 102. As a direct, foreseeable and proximate result of the DEFENDANTS' unlawful
20 actions, Plaintiff has suffered and continues to suffer compensatory damages, including
21 without limitation, lost wages, loss of future earnings, emotional distress, mental anguish,
22 embarrassment, humiliation, loss of future advancement, and damage to her reputation in the
23 business community, in the amount of at least \$25,000.00, according to proof at the time of
24 trial, which is in excess of the jurisdictional minimum for this lawsuit to qualify as an
25 unlimited civil action. Plaintiff claims such amounts as damages, together with prejudgment
26 interest accruing from the date of the filing of this action pursuant to California Civil Code
27 sections 3281 and/or 3288, and/or any other provision of law providing for prejudgment
28 interest.

103. As a direct, foreseeable and proximate result of DEFENDANTS' unlawful

1 actions, Plaintiff has been forced to hire attorneys to prosecute the claims alleged herein and
2 has incurred and is expected to continue to incur attorneys' fees. Pursuant to California
3 Government Code section 12965(b), Plaintiff requests the award of attorneys' fees against
4 DEFENDANTS.

NINTH CAUSE OF ACTION

**Failure to Investigate and Prevent Harassment and Discrimination in Violation of FEHA
(Plaintiff against Defendants)**

6 104. Plaintiff alleges and incorporates by reference all of the allegations contained in
7 the preceding paragraphs as though fully set forth herein.

8 105. Pursuant to the FEHA, DEFENDANTS' were required to take reasonable steps
9 to prevent sexual harassment and discrimination, as mandated by Government Code Section
10 12940(k). As alleged herein, DEFENDANTS failed to take all reasonable steps necessary to
11 prevent such unlawful conduct from occurring.

12 106. As alleged above, Plaintiff was repeatedly subjected to unabated sexual
13 harassment that significantly altered the conditions of Plaintiff's employment and created an
14 abusive working environment.

15 107. As a result, DEFENDANTS violated Section 12940(k) by not taking all
16 reasonable steps to prevent harassment and discrimination from occurring and, thus, is liable
17 for violation of the FEHA.

18 108. As a proximate result of DEFENDANTS' failure to take reasonable steps to
19 prevent sexual harassment and discrimination, Plaintiff has suffered and continues to suffer
20 compensatory damages, including without limitation, lost wages, loss of future earnings,
21 emotional distress, mental anguish, embarrassment, humiliation, loss of future advancement,
22 and damage to her reputation in the business community, in the amount of at least \$25,000.00,
23 according to proof at the time of trial, which is in excess of the jurisdictional minimum for this
24 lawsuit to qualify as an unlimited civil action. Plaintiff claims such amounts as damages,
25 together with prejudgment interest accruing from the date of the filing of this action pursuant
26 to California Civil Code sections 3281 and/or 3288, and/or any other provision of law
27
28

1 providing for prejudgment interest.

2 109. As a proximate result of DEFENDANTS' failure to prevent discrimination and
3 harassment in the workplace, Plaintiff has been forced to hire attorneys to prosecute the claims
4 alleged herein and has incurred and is expected to continue to incur attorneys' fees. Pursuant
5 to California Government Code section 12965(b), Plaintiff requests the award of attorneys'
6 fees against DEFENDANTS.

7 **TENTH CAUSE OF ACTION**
8 **Retaliation in Violation of FEHA**
9 **(Plaintiff against Defendants)**

10 110. Plaintiff alleges and incorporates by reference all of the allegations contained in
11 the preceding paragraphs as though fully set forth herein.

12 111. California Government Code Section 12940(h) prohibits employers from
13 retaliating against employees who have opposed any practices forbidden under the FEHA.

14 112. DEFENDANTS retaliated against Plaintiff because she complained about
15 conduct forbidden under the FEHA, namely, having been subject to unlawful sexual
16 harassment and discrimination on the basis of her sex/gender.

17 113. As a proximate result of DEFENDANTS' retaliation against Plaintiff, Plaintiff
18 has suffered and continues to suffer compensatory damages, including without limitation, lost
19 wages, loss of future earnings and earning capacity, emotional distress, mental anguish,
20 embarrassment, humiliation, loss of future advancement, and damage. Plaintiff claims such
21 amounts as damages, together with prejudgment interest accruing from the date of the filing of
22 this action.

23 114. As a proximate result of DEFENDANTS' retaliation against Plaintiff, Plaintiff
24 has been forced to hire attorneys to prosecute the claims alleged herein, and has incurred and
25 is expected to continue to incur attorneys' fees. Pursuant to California Government Code
26 Section 12965(b), Plaintiff requests the award of attorney's fees against DEFENDANTS.

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ELEVENTH CAUSE OF ACTION
Wrongful Termination in Violation of Public Policy
(Plaintiff against Defendants)

115. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

116. At all times mentioned herein, the State of California has had a substantial and fundamental public policy as reflected in the FEHA. This statute requires DEFENDANTS to refrain from discriminating and/or retaliating against any employee because they have engaged in any protected activity. In addition, in the alternative, at all times mentioned herein, the public policy of the State of California, as codified, expressed and mandated in the FEHA, prohibits employers from discriminating and retaliating against employees because they have engaged in any protected activity. Furthermore, at times mentioned herein, the public policy of the State of California, as codified, expressed and mandated in the FEHA, prohibits employers from discriminating against employees because they reported sexual harassment.

117. Nevertheless, DEFENDANTS violated these public policies by terminating Plaintiff because she engaged in protected activity by exercising her rights.

118. As a proximate result of DEFENDANTS' wrongful termination of Plaintiff, she has suffered and continues to suffer compensatory damages, including without limitation, severe emotional distress, lost wages, benefits, and compensation, and loss of future earnings and earning capacity in the amount of at least \$25,000.00, according to proof at the time of trial, which is in excess of the jurisdictional minimum for this lawsuit to qualify as an unlimited civil action. Plaintiff claims such amounts as damages, together with prejudgment interest accruing from the date of the filing of this action pursuant to California Civil Code Sections 3281 and/or 3288, and/or any other provision of law providing for prejudgment interest.

119. Further, because the wrongful acts against Plaintiff were carried out, authorized, or ratified by DEFENDANTS' directors, officers, and/or managing agents, acting with malice, oppression, or fraud, or were deliberate, willful, and in conscious disregard of the probability

1 of causing injury to Plaintiff, she seeks punitive damages to deter DEFENDANTS from
2 committing said illegal acts in the future.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, on behalf of herself and on behalf of the Class Members
5 prays as follows:

- 6 1. For an order certifying this action as a class action and proposed Class;
- 7 2. For an order appointing Plaintiff as the representative of all the Class Members;
- 8 3. For an order appointing counsel for Plaintiff as Class Counsel.
- 9 4. As to the First Cause of Action, for unpaid wages, including minimum and
10 overtime wages, damages and/or penalties pursuant to Labor Code §§ 510, 558, 1194, 1197,
11 1197.1, and 1198, and the Wage Order;
- 12 5. As to the Second Cause of Action, for damages and/or penalties, attorneys' fees
13 and costs pursuant to Labor Code §§ 226 and 226.3, and the Wage Order;
- 14 6. As to the Third Cause of Action, for failing to pay all wages upon termination
15 pursuant to Labor Code §§ 201, 202, and 203;
- 16 7. As to the Fourth Cause of Action, for damages and/or penalties pursuant to
17 Labor Code § 2802, and the Wage Order;
- 18 8. As to the Fifth Cause of Action, for restitution of unpaid wages and penalties
19 pursuant to Business and Professions Code § 17200 et seq.;
- 20 9. As to the Sixth Cause of Action, for civil penalties pursuant to Labor Code §
21 2698 *et. seq.*;
- 22 10. As to the Eighth, Ninth, Tenth and Eleventh Cause of Action, for special and
23 general damages, loss income and other monetary relief, exemplary and punitive damages,
24 prejudgment interest at the prevailing legal rate, and attorneys' fees pursuant to California
25 Government Code Section 12965(b);
- 26 11. As to All Causes of Action, for attorneys' fees and costs provided by Labor
27 Code §§ 218.5, 226, 1194 and Code of Civil Procedure § 1021.5;
- 28

1 12. As to All Causes of Action, for prejudgment interest from the day such amounts
2 were due and payable; and

3 13. For such other and further relief as the Court may deem equitable and
4 appropriate.

5 Dated: March 6, 2025

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

8 By: /s/ B. James Fitzpatrick
9 B. James Fitzpatrick
10 Larry W. Lee
11 Attorneys for Plaintiff,
12 Jane Doe on behalf of herself and all
13 similarly aggrieved employees
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EXHIBIT A



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

March 6, 2025

[REDACTED]

c/o Fitzpatrick & Swanston, 555 S Main Street
Salinas, CA 93901

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202503-28402007
Right to Sue: [REDACTED] / LATARA ENTERPRISES, INC et al.

Dear [REDACTED]

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective March 6, 2025 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.

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

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

CRD No. 202503-28402007

Complainant,
vs.

LATARA ENTERPRISES, INC
1716 W Holt Ave
Pomona, CA 91768

FOUNDATION LABORATORY
1716 W Holt Ave
Pomona, CA 91768

Respondents

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

2. Complainant is naming **FOUNDATION LABORATORY** business as Co-Respondent(s).

3. Complainant [REDACTED] resides in the City of **Salinas**, State of **CA**.

4. Complainant alleges that on or about **August 18, 2024**, respondent took the following adverse actions:

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

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

Additional Complaint Details: Complainant worked for Respondents as a Phlebotomist from approximately January 2024 to August 2024, when she was wrongfully terminated in

1 retaliation for making protected complaints concerning the unwanted sexual harassment she
2 was experiencing at work.

3 Respondents frequently assigned Complainant to draw the blood of male patients. She was
4 typically alone in the room with patients. Multiple male patients made unwanted sexual
5 advances towards Complainant, which caused her to feel uncomfortable in the workplace.
6 By way of example, the male patients often leered at Complainant's breasts. On one
7 occasion, a male patient commented that he "never had this most fun in a laboratory" and
8 "should come more often." The patient made these remarks while staring at her breasts. The
9 patient also inquired about Complainant's personal life, including whether she had a
10 boyfriend. Complainant responded in the affirmative and attempted to redirect the
11 conversation. The patient ignored Complainant's verbal cue and remarked "If I was your
12 boyfriend, I would treat you right." Complainant immediately left the room.

13 Complainant complained about the harassment to her manager, Ursula. Complainant
14 expressed that she was scared and uncomfortable to continue providing care for the male
15 patient. Complainant mentioned that he was staring at her and asked if she had a boyfriend.
16 Ursula responded by instructing Complainant to refrain from discussing her personal life at
17 work.

18 Respondents did not investigate Complainant's complaint of harassment nor did it take
19 prophylactic measures to ensure that it did not occur again. Instead, on August 18, 2024,
20 Respondents wrongfully terminated Complainant's employment, in retaliation for her
21 complaints of harassment. Respondents falsely claimed that she was being terminated due
22 to her attendance. Complainant, however, had a stellar attendance record and even covered
23 shifts for other employees when asked to do so by management.

24 Respondents conduct and unlawful termination of Complainant's employment amount to
25 illegal discrimination and retaliation in violation of California's Fair Employment and Housing
26 Act, California Government Code Section 12940 et seq . As an actual and proximate result
27 of the illegal employment actions of Respondents, Complainant has suffered and continues
28 to suffer pain, humiliation, severe emotional distress, and trauma. Complainant has also
suffered lost wages, including, without limitation, loss of salary and benefits. Complainant
also has suffered a loss in earning capacity. Thus, Complainant has suffered economic and
non-economic losses. Complainant seeks lost wages, loss in earning capacity, and
compensatory damages for pain and suffering, inconvenience, and mental anguish.
Complainant also seeks punitive damages, interest, attorneys' fees, and costs, as permitted
by law.

1 VERIFICATION

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

6 On March 6, 2025, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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Salinas, CA