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SUPERIOR COURT OF CALIFORNIA FOR THE
COUNTY OF LOS ANGELES-CENTRAL DISTRICT

NATALIE WORSHAM, an individual, Plaintiff, vs. LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive, Defendant(s).	**CASE NO.** 25STCV08354 **COMPLAINT FOR DAMAGES** 1. Discrimination Based on Known Disability in Violation of Cal. Gov't Code § 12940(a) 2. Failure to Accommodate Known Disability in Violation of Cal. Gov't Code § 12940(m) 3. Failure to Enter Into a Good Faith Process to Determine Reasonable Accommodations in Violation of Cal. Gov't Code § 12940(n) 4. Retaliation for Requesting a ReasonableAccommodation in Violation of Cal. Gov't Code § 12940(m)(2) 5. Retaliation for Opposing Discrimination in Violation of Cal. Gov't Code § 12940(h) 6. Failure to Prevent Discrimination & Harassment from Occurring in Violation of Cal. Gov't Code § 12940(k) 7. Retaliation for Exercise of Rights Under the Cal. Labor Code in Violation of Cal. Labor Code § 98.6

8. Retaliation for Disclosing Working Conditions in Violation of Cal. Labor Code § 232.5(c)

9. Unlawful Adoption and Enforcement of Policy Preventing an Employee from Disclosing Violations of Law in Violation of Cal. Labor Code § 1102.5(a) and 232.5(a)

10. Retaliation for Disclosing Information Reasonably Believed to Constitute a Violation of State or Federal Statute, Local, State or Federal Rule or Regulation in Violation of Cal. Labor Code § 1102.5(b)

11. Retaliation for Refusal to Participate in Conduct Reasonably Believed to Constitute a Violation of State or Federal Statute, Local, State or Federal Rule or Regulation in Violation of Cal. Labor Code § 1102.5(c)

12. Willful Refusal to Immediately Pay Wages Following Termination in Violation of Cal. Labor Code § 201(a)

13. Failure to Timely Make Payroll in Violation of Cal. Labor Code § 204(a)-(b)

14. Penalties Pursuant to the Private Attorney's General Act of 2004 ("PAGA") [Cal. Labor Code § 2699, *et seq.*]

15. Unfair Business Practices in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

16. Wrongful Termination in Violation of Public Policy

DEMAND FOR JURY TRIAL

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Plaintiff "NATALIE WORSHAM" (hereinafter, "Plaintiff" or "Ms. Worsham") hereby makes the following allegations in support of her unverified complaint:

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over the Defendants because they are residents of and/or are doing business in the State of California.

2. Venue is proper in this county in accordance with Section 395(a) of the California Code of Civil Procedure because the Defendants, or some of them, reside in the County of Los Angeles and/or the alleged wrongs occurred in this county. Venue is further proper in this county pursuant to Cal. Gov't Code § 12965(b) because it is the county where Plaintiff would have worked but for the alleged unlawful practices of Defendants and were the wrongs were alleged to have been committed. Venue is also proper in this county because it was the county where Plaintiff was paid and where corporate records were maintained.

NATURE OF ACTION

3. This action arises out of Ms. Worsham's employment with Defendants Logix Employment Services, Inc. and LFCU Financial Services, LLC, wherein she alleges, *inter alia,* claims for violations of the Fair Employment & Housing Act ("FEHA") (Cal. Gov't Code §§ 12920, *et seq.* and 12940, *et seq.*), California Labor Code, the California Business & Professions Code and wrongful termination in violation of public policy. Specifically, this action alleges sixteen (16) causes of action for violations of the FEHA for discrimination based on disability, failure to accommodate, failure to enter into a good faith process, retaliation for requesting reasonable accommodations (Cal. Gov't Code §§ 12940(a),(m),(n)(m)(2)) retaliation for opposing discrimination (Cal. Gov't Code § 12940(h); adoption/enforcement of unlawful policies (Cal. Labor Code §§ 1102.5(a)/ 232.5(a), retaliation for engaging in protected activities, refusal to participate in unlawful activities (Cal. Labor Code §§ 1102.5(b)-(c) and 98.6), retaliation for disclosing working conditions (Cal. Labor Code § 232.5(c)); failure to immediately pay all wages due at the time of termination (Cal. Labor Code § 201(a)); failure to timely make payroll (Cal. Labor Code § 204(a)-(b)); penalties pursuant to the PAGA (Labor Code §§ 2698, *et seq.*) based on predicate violations of Cal. Labor Code §§ 98.6, 201(a), 204(a)-

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(b), 232.5, 1102.5(a)-(c); unfair business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and wrongful termination in violation of public policy.

4. Defendants' unlawful conduct caused Plaintiff to suffer emotional and financial distress and caused the deprivation of civil rights more fully alleged herein.

PLAINTIFF

5. Plaintiff NATALIE WORSHAM is a female individual, is a member of a protected class of persons with disabilities and an "eligible employee" within the meaning of the FEHA and the California Labor Code. At all relevant times herein, Plaintiff was jointly employed by Defendants Logix Employment Services, Inc. and LFCU Financial Services, LLC as a Real Estate Loan Officer ("RELO") until her wrongful termination on April 3, 2024 for false and pretextual reasons.

DEFENDANTS

6. Defendant LOGIX EMPLOYMENT SERVICES, INC., a California corporation ("Logix" or "Defendant"), licensed to do business in the State of California, County of Los Angeles, is an executive search firm that maintains a joint employer relationship with its clients to provide human resources and workforce management, including processing and approval for medical leaves and reasonable accommodations. All times mentioned herein Defendant was an "employer" of Plaintiff within the meaning of the FEHA (Cal. Gov't Code § 12926(d)) and the California Labor Code; and is a "person" within the meaning of Cal. Bus. & Prof. Code § 17201 subject to the proscriptions of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

7. Defendant LFCU FINANCIAL SERVICES, LLC, a California corporation ("LFCU" or "Defendant"), licensed to do business in the State of California, County of Los Angeles, is credit union with 18 California branches offering financial services, home and auto loans, business accounts and investment and financial planning (through its partnership with LPL Financial). All times mentioned herein Defendant was an "employer" of Plaintiff with within the meaning of the FEHA (Cal. Gov't Code § 12926(d)) and the California Labor Code; and is a "person" within the meaning of Cal. Bus. & Prof. Code § 17201 subject to the proscriptions of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

8. In doing the acts herein alleged, Defendants' officers, directors, managing agents, employees, subcontractors, and agents acted within the course and scope of their employment

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and agency and, engaged in the acts alleged herein and/or condoned, permitted, authorized, and/or ratified the conduct of its employees, subcontractors, and agents, and is vicariously liable for the wrongful conduct of its officers, directors, managing agents, employees, subcontractors, and agents alleged herein.

9. Defendants DOES 1 through 100, inclusive, are other possible defendants responsible for the wrongful conduct alleged herein. The true names and capacities of defendants named herein as DOES 1 through 100, inclusive, whether individual, corporate, associate, or otherwise, are unknown to Plaintiff who therefore sues such defendants by such fictitious names pursuant to California Code of Civil Procedure § 474. Plaintiff is informed and believes that the DOE Defendants are California residents. Plaintiff will amend this Complaint to show the true names and capacities of the DOE defendants when they have been determined. Plaintiff is informed and believes, and on grounds of such information and belief alleges, that each Defendant DOE herein is in some manner responsible for the discrimination, retaliation and damages herein alleged.

10. Plaintiff is informed and believes and thereon alleges that each defendant is, and at all times mentioned was, the agent, employee or representative of each other defendant. Each defendant, in doing the acts, or in omitting to act as alleged in this Complaint, was acting within the scope of his or her actual or apparent authority or the alleged acts and omissions of each defendant as agent subsequently were ratified and adopted by each other defendant as principal.

EXHAUSTION OF REMEDIES

11. On September 11, 2024 and September 13, 2024 (Amended) Plaintiff timely filed complaints against all Defendants with the Department of Fair Employment & Housing and received a notice of case closure and right to sue as to all defendants, served via certified return-receipt in full compliance of Cal. Gov't Code § 12962. Plaintiff has therefore exhausted her administrative remedies as to her state law discrimination claims under the Fair Employment & Housing Act pursuant to Cal. Gov't Code § 12962.

12. On December 10, 2024, Plaintiff timely filed a Notice of PAGA claim with the Labor Workforce Development Agency ("LWDA") within one year and 65 days of the last date of incident, and complied with all filing and service requirements prior to filing a claim for PAGA

penalties as required by contained in Cal. Labor Code § 2699.3(a)(1)(A)-(C). The LWDA did not respond to Plaintiff's Notice of PAGA Complaint within 65 days of filing and therefore Plaintiff exhausted her administrative remedies prior to filing Plaintiff's claim for PAGA penalties in Court.

FACTS COMMON TO ALL CAUSES OF ACTION

13. Natalie Worsham was employed with Respondents Logix Employment Services, Inc. and LFCU Financial Services, LLC (collectively, "Logix") as a Real Estate Loan Officer ("RELO") commencing in 2011. She was incredibly successful and well-liked by her supervisors and coworkers.

14. In or about May 2021, Ms. Worsham resigned from Logix to pursue another opportunity for more growth in her book of business. This coincided with an altercation regarding referral sources with her Department Supervisor, Kevin Rishko, EVP and Chief Administrative Officer, ultimately resolved in her favor. When she informed her direct supervisor Jeff Beadnell, Real Estate Loan Officer he tried to persuade her to stay. Although appreciative, Ms. Worsham decided it was in her best interest to resign and try the new opportunity.

15. In or about late June, early July 2022, following a year of employment at another financial firm, Ms. Worsham contacted Mr. Beadnell and Ana Fonseca, CFO/CEO to inquire about returning to work at Logix/LFCU as an RELO. Ms. Worsham thought the other firm would assist her in growing her business, but that was not happening. She also learned that if she returned to Logix, Mr. Rishko would not be her direct manager having transferred to a different department. Mr. Beadnell advised that he spoke with management and they were all eager for her to return to work. She was offered reinstatement to her same position as an RELO without an interview, requiring only an online application for her original position.

16. Before accepting reinstatement, Ms. Worsham confirmed verbally and in writing with Joey Del Torto, HR Manager, that upon rehire, her ten-year seniority status would be reinstated as if she worked continually. Ten years of employment afforded additional PTO benefits for employees who reach the company's "Tenth Year Tier" to ensure against the loss of benefits she worked so hard for. Ms. Worsham continued to excel and was quickly successful in her position.

17. By June 2023, Logix was doing well, so well that they were close to generating 10 billion in assets within six months, which would subject them to substantial regulatory fees imposed by Section 165 of the Dodd-Frank Act. Under Dodd-Frank, if Logix reached the $10 billion mark before December 2023 or January 2024 would be required to pay the federal government $3-4 million in fees.

18. On this basis, in June 2023 Ms. Fonseca held a companywide "Town Hall" meeting with 650 people in attendance. The purpose of the meeting was to discuss a "business slow-down," to avoid paying the $3-4 million in regulatory fees imposed if they reached $10 billion to soon. Specifically, without limitation, Ms. Fonseca advised that they would slow lending by cutting loan programs such as a 30 year fixed, selling assets and increasing interest rates, including on personal loans and credit cards, raising interest rates by as much as .75% above other lenders to ensure that brokers and buyers would not purchase from them. This is of course, illegal usury with intent to defraud on the federal government.

19. Ms. Fonseca also discussed layoffs that would ensue in order to delay reaching the $10 billion in assets for six to seven months. All of which damaged Ms. Worsham's relationships with clients seeking new loans, impacted her book of business and undermined her ability to successfully perform her job. If she could not write loans, she could not bring in sales. Moreover, she would still be subject to the same performance indicia. Following Ms. Fonseca's announcements she asked if anyone had any questions.

Ms. Worsham spoke up, stating:

> I don't have a question but I do have a comment. What you're asking us to do is sway our clientele to an adjustable rate mortgage program due to our disinterest or inability to lend. I am all about honesty and integrity. When someone walks in the door it's my responsibility to do my due diligence in approving them for a home loan of their choice and guiding them. I know there are other loan officers in this company that will sit across from these customers and just decline them giving them no reason. Or just placing them in a 5/1 ARM without saying a word and just selling them on the program without any explanation to the cuts in programs and increase in rates.
>
> If the reason the person across from me may be declined or unable to move forward in their desired purchase price/loan amount due to our lack of programs or artificially high interest rates available and our inability to lend, I will be the 1st loan officer in this company to send them to the other 4-5 financial institutions down the street to get them approved and can offer them the loan program they desire. I will not sit here and cost

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> someone home ownership. I highly recommend we partner with another financial institution, credit union or loan officer if this is the trajectory you're planning for the company for the next 6+ months.

Ms. Worsham also stated that even if the changes were limited to six months, the slow down would affect them for years to come:

> These changes will negatively affect our relationships with realtors, financial advisors, CPA, and anyone else that may help refer us business. Not to mention the reputation of Logix in the community. If we can't lend or are not competitive, all referral sources and customers will start to go somewhere else. This is not a short term problem. If in 12 months or so we decide to go back to lending, it will take even more time to regain that trust with our referral sources when we start doing loans again-- assuming we are able to do the same loans with competitive rates and turn times in the future." These decisions have a devastating and detrimental impact on our income as well. This will definitely affect our livelihood.

Ms. Fonseca responded, "Thank you, Nat" without any substantive response. When Ms. Worsham asked if they were going to notify customers of the changes. Ms. Fonseca replied that customers would not be notified.

20. As a result of opposing Ms. Fonseca's directives Ms. Worsham's morale became worse and worse and she ultimately began suffering debilitating symptoms of anxiety and depression associated with her work. By September 2023, her symptoms were so bad that her doctor recommended that she request a medical leave of absence. On this basis, she requested a finite leave of absence on or about September 27, 2023 and completed leave of absence paperwork with H.R. She received leave extensions up to and including March 1, 2024.

21. Following the conclusion of her leave on March 1, 2024, Ms. Worsham sought reinstatement to her same position but was denied on the stated grounds that "[her] job was not protected" even though she was a qualified person with a disability requiring reasonable accommodations. A request for a finite leave of absence is a request for a reasonable accommodation for disability—a protected class of people such that Ms. Worsham's job was absolutely protected under law. Logix further advised that although she was still employed, Logix was undergoing layoffs in the Real Estate Loan Department and that she was selected for layoff but could apply for reassignment to another position provided she was approved within 30 days. Significantly, Ms. Worsham was not required to apply nor interview for reinstatement to

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her position in June 2022—all before she opposed Logix' business slowdown and requested a leave of absence.

22. In an effort to support their false assertion that Ms. Worsham was selected for layoff due to poor performance, on March 5, 2024, four days after she returned from leave, she was given a negative performance review that covered time periods in which she was out on leave. Allegedly drafted in December 2023 by her (former) supervisor, Mr. Beadnell, but completed in final by Ms. Tracey Mateko, Reginal Vice President and Mr. Sean Brown, Real Estate Loan Officer, Manager, two new supervisors who did not know Ms. Worsham nor her work. Because the poor review labeled her an "inconsistent contributor" she was denied an annual Net Promotor Score bonus, which is a metric used in customer service surveys.

23. Logix' justification for selecting Ms. Worsham for "layoff" was based on the March 5, 2024 poor performance review. The reason given was solely pretextual, evidenced by a substantial nexus between the exercise of her rights, opposition to Logix' fraudulent business slowdown scheme and her termination. Significantly, Logix approved job reassignment for other non-disabled, less experienced loan officers, while Ms. Worsham was denied reassignment to a comparable position and denied a fair opportunity to compete with both internal and external job candidates. Despite applying for positions within the 30 day window, she was not reassigned.

24. On April 3, 2024 Logix terminated Ms. Worsham on grounds that she was "not hired for any available positions." Logix has not offered Ms. Worsham reinstatement even though they advertised and continue to advertise multiple comparable positions real estate loan positions, including, without limitation, "Manager Real Estate Loan Default and Servicing," and "Financial Service Officer." Moreover, as of January 2024, their "slowdown" would have ceased, undermining the need for layoffs. Because Respondents cannot function without loan officers, Respondents simply advertised her position and replaced her with an employee without a disability or serious medical conditions.

25. Significantly, Logix refused to pay Ms. Worsham any compensation from the date of her reinstatement on March 1, 2024 to April 3, 2024 when she was terminated, nor pay her PTO commensurate with her seniority status identified as November 22, 2012 on Logix' payroll platform, "Ultipro," "Status/Key Dates" personnel record. Moreover, Ms. Worsham was not initially offered severance pay, even though her non-disabled counterparts were offered

severance or otherwise reassigned. When Ms. Worsham complained, they offered her only 6 weeks' severance pay in exchange for a release while refusing to honor her seniority entitlement to PTO accruals specifically identified on Ultipro; and failed to pay her any wages for month of March, 2024. Ms. Worsham refused to sign the release. To date, Ms. Worsham has not received payment for the month of March 2024.

26. As a result of Logix' decisions to discriminate, retaliate and defraud Ms. Worsham, she suffered and continues to suffer from emotional and financial distress as set forth herein.

FIRST CAUSE OF ACTION

Discrimination Based on Known Disability in Violation of
Cal. Gov't Code § 12940(a)
(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

27. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-26, above.

28. Cal. Gov't Code § 12940(a) makes it an unlawful employment practice to discriminate against someone based on their known physical or mental disability. Disability discrimination under sub-section (a) of § 12940 includes differential treatment, failure to accommodate, failure to engage in the interactive process and retaliation.

29. Plaintiff is, and at all relevant times herein was, a qualified person with known mental disabilities limiting Plaintiff's ability to participate in major life activities including working; and, she is therefore a member of a protected class of persons with disabilities within the meaning of under Cal. Gov't Code §§ 12940(a), 12926(j)(1),(m)(1); 2 Cal. Code Regs. § 11065(d)(2)(A)-(C). Implicit in every request for accommodation involving a leave of absence

30. As more fully alleged herein, Defendants, and each of them discriminated against Plaintiff because of disability and because she exercised her right to request reasonable accommodations. Plaintiff disclosed that she had a mental disability and required a leave accommodation for symptoms caused by her disability. She completed all appropriate paperwork with HR and provided a medical note from her doctor certifying her need for a finite leave of

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absence through March 1, 2024. Notwithstanding, instead of reinstating Plaintiff to her same position following leave, Logix refused on grounds that she was selected for layoff due to a poor performance review by two new reviewers she had never reported to who “reviewed” her performance while she was out on leave, thwarted her ability to fairly compete with her non-disabled colleagues, refused to pay her compensation or the benefits of employment and ultimately terminated her employment on April 3, 2024. Defendants decisions to discriminate, and retaliate against Plaintiff her were substantially motivated in whole or part by her disability and in retaliation for protected reporting and opposition activities and exercise of her right to request a reasonable accommodation.

31. Defendants and each of them further failed and refused to maintain or implement anti-discrimination and anti-retaliation policies and implemented, authorized and ratified the imposition of unlawful policies designed to silence disabled individuals who require and request reasonable accommodations to the advantage of their non-disabled counterparts. Defendants further violated Plaintiff’s rights to a discrimination-free work environment by failing to take all reasonable steps necessary to prevent discrimination from occurring as required by California Government Code § 12940(k).

32. By refusing to honor the guarantee of reinstatement implicit in every request for a leave; failing to treat or consider Plaintiff equally to her non-disabled counterparts in, without limitation, the “job reassignment process,” denying her the benefits of employment, retaliating against her for engaging in protected reporting and opposition activities and for requesting reasonable accommodations, Defendants violated Cal. Gov’t Code § 12940(a).

33. By aforesaid acts and omissions of Defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, medical expenses and special damages, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

34. As a further direct and legal result of the acts and conduct of Defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently

unknown to Plaintiff, but she is informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character.

35. As a result of Defendants' retaliatory and discriminatory acts as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs of suit as provided in Section 12965(b) of the California Government Code.

SECOND CAUSE OF ACTION

Failure to Accommodate Disability in Violation of
Cal. Gov't Code § 12940(m)(1)
(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

36. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-35, above.

37. Under the FEHA, Cal. Gov't Code §12940(m)(1), covered employers are subject to an "affirmative duty to make reasonable accommodation(s) for the disability of any individual applicant or employee if the employer or other covered entity knows of the disability, unless the employer or other covered entity can demonstrate, after engaging in the interactive process, that the accommodation would impose an undue hardship." 2 Cal. Code Regs. § 11068(a), Gov't Code § 12940(m)-(n). Reasonable accommodations may include, paid or unpaid leaves of absence. 2 Cal. Code Regs. § 11068(c)

38. Implicit in every grant of a leave related request for accommodation is a duty to reinstate the employee to their same or comparable position following leave. 2 Cal. Code Regs. § 11089(a) (applying to "Paid and Unpaid Leave Accommodations" § 11068(c)); see also *Ocampo v. Pumping,* 2024 Cal. Super. LEXIS 27767, 10, citing 2 Cal. Code Regs., § 11065(p)(2)(A)(O)).

39. Pursuant to § 11068(d)(5), "employee[s] [with] disability[ies] are entitled to preferential consideration of reassignment to a vacant position over other applicants and existing employees.

40. As more fully alleged herein, Plaintiff was a qualified employee with a disability who requested a finite leave of absence through March 1, 2024 at which time she requested but

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was denied reinstatement on grounds that she was selected for layoff as a result of a poor performance review, undertaken by two new supervisors who had not previously worked with her nor evaluated her performance, covering a review period during which she was out on a leave of absence. Defendants asserted that Plaintiff could apply for reassignment to a vacant position in lieu of a layoff and provided her with 30 days to do so. At no time did they give her preferential consideration of reassignment as required by law and instead thwarted her ability to fairly compete with her non-disabled colleagues, refused to pay her compensation or the benefits of employment and ultimately terminated her employment on April 3, 2024 for false and pretextual reasons.

41. By refusing to honor the guarantee of reinstatement or afford Plaintiff with preferential treatment for reassignment (2 Cal. Code Regs. § 11068(d)(5)), Defendants denied Plaintiff a reasonable accommodation as a matter of law in violation of Cal. Labor Code § 12940(m)(1).

42. Defendants and each of them further failed and refused to maintain or implement anti-discrimination and anti-retaliation policies and implemented, authorized and ratified the imposition of unlawful policies designed to silence disabled individuals who require and request reasonable accommodations to the advantage of their non-disabled counterparts. Defendants further violated Plaintiff's rights to a discrimination-free work environment by failing to take all reasonable steps necessary to prevent discrimination from occurring as required by California Government Code § 12940(k).

43. By aforesaid acts and omissions of defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, medical expenses and special damages, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

44. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff, but she is informed and believes and thereon alleges that some if not all the injuries are reasonably certain to be permanent in character.

45. Plaintiff is informed and believes and thereon alleges that defendants and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, defendants and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from defendants in an amount according to proof. Cal. Civ. Code §3294.

46. As a result of defendants' retaliatory and discriminatory acts as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs of suit as provided in Section 12965(b) of the California Government Code.

<u>THIRD CAUSE OF ACTION</u>

Failure to Enter into a Good Faith Process in Violation of
Cal. Gov't Code § 12940(n)
(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

47. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-46, above.

48. Under the FEHA, it is a separate violation of law for an employer to fail to initiate a "timely, good faith, interactive process" once an employee requests accommodation. Cal. Gov't Code § 12940(n). Employers have a mandatory obligation to engage in the interactive process with the employee to identify and implement appropriate reasonable accommodations on an ongoing basis. *Id.;* see also *Soria v. Univision* (2016) 5 Cal.App.5th 570, 600. An employer who denies a reasonable accommodation without offering alternatives fails to accommodate as a matter of law. 2 Cal. Code Regs. § 11069(c)(1); see also *Scotch v. Art Institute of California* (2009) 173 Cal. App. 4th 986, 1013.

49. As more fully alleged herein, Plaintiff was a qualified employee with a disability who requested a finite leave of absence through March 1, 2024 at which time she requested but

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was denied reinstatement on grounds that she was selected for layoff as a result of a poor performance review, undertaken by two new supervisors who had not previously worked with her nor evaluated her performance, covering a review period during which she was out on a leave of absence. Defendants asserted that Plaintiff could apply for reassignment to a vacant position in lieu of a layoff and provided her with 30 days to do so. At no time did they discuss with her any alternatives before denying her reinstatement to her position or provide her with preferential consideration for reassignment and instead thwarted her ability to fairly compete with her non-disabled colleagues and ultimately terminated her employment without discussion for false and pretextual reasons.

50. By refusing to honor the guarantee of reinstatement or afford Plaintiff with preferential treatment for reassignment (2 Cal. Code Regs. § 11068(d)(5), without offering alternatives, Defendants failed to engage in the interactive process in violation of Cal. Gov't Code § 12940(n) as a matter of law.

51. Defendants and each of them further failed and refused to maintain or implement anti-discrimination and anti-retaliation policies and implemented, authorized and ratified the imposition of unlawful policies designed to silence disabled individuals who require and request reasonable accommodations to the advantage of their non-disabled counterparts. Defendants further violated Plaintiff's rights to a discrimination-free work environment by failing to take all reasonable steps necessary to prevent discrimination from occurring as required by California Government Code § 12940(k).

52. By aforesaid acts and omissions of defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, medical expenses and special damages, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

53. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff but she is informed and believes and thereon alleges that some if not all the injuries are reasonably certain to be permanent in character.

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54. Plaintiff is informed and believes and thereon alleges that defendants and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acting with an improper and evil motives amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, defendants and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from defendants in an amount according to proof. Cal. Civ. Code §3294.

55. As a result of defendants' retaliatory and discriminatory acts as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs of suit as provided in Section 12965(b) of the California Government Code.

FOURTH CAUSE OF ACTION

Retaliation for Requesting a Reasonable Accommodation
in Violation of Cal. Gov't Code § 12940(m)(2)
(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

56. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-55, above.

57. In addition to the protections against retaliation afforded under subsection (h) of Cal. Gov't Code § 12940, subdivision (m)(2) provides for a separate and distinct cause of action for retaliation when the employer's adverse actions were triggered by or in response to the employee's exercise of rights to request reasonable accommodations for disability. An employee's request for reasonable accommodation based on disability is a "protected activity" as a matter of law pursuant to within the meaning of § 12940(m)(2).

56. As more fully alleged herein, Plaintiff was a qualified employee with a disability who requested a finite leave of absence through March 1, 2024 at which time she requested but was denied reinstatement on grounds that she was selected for layoff as a result of a poor performance review, undertaken by two new supervisors who had not previously worked with

her nor evaluated her performance, covering a review period during which she was out on a leave of absence. Defendants asserted that Plaintiff could apply for reassignment to a vacant position in lieu of a layoff and provided her with 30 days to do so. At no time did they give her preferential consideration of reassignment as required by law and instead retaliated against her for requesting leave and reinstatement, thwarted her ability to fairly compete with her non-disabled colleagues, refused to pay her compensation or the benefits of employment and ultimately terminated her employment on April 3, 2024 for false and pretextual reasons.

58. There is a close proximity of time between Plaintiff's exercise of rights to request reasonable accommodations and adverse actions involving, *inter aila.,* Defendants' failure to reinstate her to her position following leave, issuance of a defamatory performance review, failure to provide her with preference in reassignment while thwarting her ability to compete fairly in the selection process with her non-disabled colleagues, refusal to pay her, denial of the benefits of employment and termination. Timing alone is sufficient evidence of pretext and retaliatory motive under § 12940(h) and demonstrates a causal nexus between the protected activity and adverse action without a superseding intervening act. See *Flait v. North American Watch Co.* (1992) 3 Cal.App.4th 471, 480.

59. By engaging in the afore alleged adverse employment actions in response to Plaintiff's request for reasonable accommodations and reinstatement, Defendants retaliated against Plaintiff in violation of Cal. Gov't Code § 12940(m)(2).

60. By aforesaid acts and omissions of defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, medical expenses and special damages, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

61. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff, but she is informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character.

62. Plaintiff is informed and believes and thereon alleges that defendants and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, defendants and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from defendants in an amount according to proof. Cal. Civ. Code §3294.

63. As a result of defendants' retaliatory and discriminatory acts as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs of suit as provided in Section 12965(b) of the California Government Code.

FIFTH CAUSE OF ACTION

Retaliation in Violation of Cal. Gov't Code § 12940(h)

(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

64. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-62, above.

65. Gov't Code Section 12940(h) makes it unlawful for an employer to retaliate against an employee for making a complaint of discrimination and/or opposing or protesting unlawful employment practices.

66. As more fully alleged herein, Plaintiff was a qualified employee with a disability who requested a finite leave of absence through March 1, 2024 at which time she requested but was denied reinstatement on grounds that she was selected for layoff as a result of a poor performance review, undertaken by two new supervisors who had not previously worked with her nor evaluated her performance, covering a review period during which she was out on a leave of absence. Defendants asserted that Plaintiff could apply for reassignment to a vacant position in lieu of a layoff and provided her with 30 days to do so. At no time did they give her preferential consideration of reassignment as required by law and instead retaliated against her

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for requesting leave and reinstatement, thwarted her ability to fairly compete with her non-disabled colleagues, refused to pay her compensation or the benefits of employment and ultimately terminated her employment on April 3, 2024 for false and pretextual reasons.

67. Defendants' decisions to retaliate against Plaintiff were based solely on her protected reporting and opposition activities and exercise of rights. There is a close proximity of time between Plaintiff's exercise of rights and adverse actions involving, *inter aila.,* Defendants' failure to reinstate her to her position following leave, issuance of a defamatory performance review, failure to provide her with preference in reassignment while thwarting her ability to compete fairly in the selection process with her non-disabled colleagues, refusal to pay her, denial of the benefits of employment and termination. Timing alone is sufficient evidence of pretext and retaliatory motive under § 12940(h) and demonstrates a causal nexus between the protected activity and adverse action without a superseding intervening act. See *Flait v. North American Watch Co.* (1992) 3 Cal.App.4th 471, 480.

68. By engaging in the afore alleged adverse employment actions in response to Plaintiff's reporting and opposition activities and exercise of rights under the FEHA, Defendants' retaliated against Plaintiff in violation of Cal. Gov't Code § 12940(h).

69. By aforesaid acts and omissions of defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, medical expenses and special damages, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

70. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff but she is informed and believes and thereon alleges that some if not all the injuries are reasonably certain to be permanent in character.

71. Plaintiff is informed and believes and thereon alleges that defendants and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acting with an improper and evil motives amounting to malice or oppression, and in conscious disregard of Plaintiff's

rights. Moreover, defendants and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from defendants in an amount according to proof. Cal. Civ. Code §3294.

72. As a result of defendants' retaliatory and discriminatory acts as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs of suit as provided in Section 12965(b) of the California Government Code.

SIXTH CAUSE OF ACTION

Failure to Prevent Discrimination from Occurring in

Violation of Cal. Gov't Code § 12940(k)

(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

71. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-70, above.

72. G.C. §12940(k) provides as follows: "It shall be an unlawful employment practice, [f]or an employer, labor organization, employment agency, apprenticeship training program, or any training program leading to employment, to fail to take all reasonable steps necessary to prevent discrimination … from occurring." The FEHA makes it a separate unlawful employment practice" for an employer to violate Cal. Gov't Code § 12940(k). *State Dept. of Health Services v. Superior Court* (2003) 31 Cal. 4th 1026, 1040.

73. The "reasonable steps necessary to prevent" impose an affirmative duty on employers to prevent discrimination and retaliation from occurring by implementing and enforcing policies that prohibit discrimination and retaliation, providing training to employees and supervisors, establishing effective complaint and investigation procedure, undertaking a prompt investigation of any reports of discrimination or retaliation. Cal. Gov't Code § 12950.1. If they fail to undertake any of these elements, they are in breach of the duty of care owed to Plaintiff in violation of Cal. Gov't Code § 12940(k).

74. As more fully alleged herein, Defendants and each of them failed and refused to maintain, implement or enforce anti-discrimination and anti-retaliation policies and instead authorized, approved and ratified the imposition of unlawful policies designed to silence disabled individuals who require and request reasonable accommodations to the advantage of their non-disabled counterparts. Defendants further failed to investigate Plaintiff's complaints of discrimination and denial of rights and instead retaliated against her and terminated her employment.

73. By failing to take all reasonable steps necessary to prevent discrimination and harassment from occurring Defendants violated California Government Code § 12940(k).

74. By aforesaid acts and omissions of defendants, and each of them, Plaintiff has been directly and legally caused Plaintiff to suffer actual damages including, but not limited to, medical expenses and special damages, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

75. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff but she is informed and believes and thereon alleges that some if not all the injuries are reasonably certain to be permanent in character.

76. Plaintiff is informed and believes and thereon alleges that defendants and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, defendants and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from defendants in an amount according to proof. Cal. Civ. Code §3294.

77. As a result of defendants' retaliatory and discriminatory acts as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs of suit as provided in Section 12965(b) of the California Government Code.

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SEVENTH CAUSE OF ACTION

Retaliation for Exercise of Rights in Violation of Cal. Labor Code § 98.6

(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

78. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-77, above.

79. Cal. Labor Code § 98.6(a) provides that "[a] person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct [under the Labor Code § 96(k), Chap. 5 (commencing with Section 1101) of Part 3, Div. 2] … or made a written or oral complaint that they are owed unpaid wages[.]"

80. At all relevant times, Plaintiff was an employee of Defendant protected by the anti-retaliation provisions of Cal. Labor Code § 98.6; and Defendant was an employer of Plaintiff subject to the obligations, proscriptions and directives of all provisions of the California Labor Code, including, without limitation, Cal. Labor Code §§ 201(a), 204(a)-(b), 232.5(a),(c) and 1102.5(a)-(c).

73. As more fully alleged herein, Defendants, and each of them retaliated against Plaintiff for exercising her right to speech under Cal. Labor Code § 232.5(c) to complain about working conditions, to oppose Defendants' unlawful policies designed to silence whistleblowers under § 1102.5(a)/ § 232.5(a), to oppose and refuse to participate in conduct reasonably believed to violate law under §§ 1102.5(b)-(c) and to complain about unpaid wages due to her pursuant to Labor Code §§ 201(a), 204(a)-(b), triggering the anti-retaliation provisions of California Labor Code § 98.6.

74. Defendants' decisions to retaliate against Plaintiff were based solely on her protected reporting, opposition activities and exercise of rights. There is a close proximity of time between Plaintiff's opposition activities to Defendants' fraudulent business slowdown scheme and adverse actions including, *inter aila.,* Defendants' failure to reinstate her to her position following leave, issuance of a defamatory performance review, failure to provide her

with preference in reassignment while thwarting her ability to compete fairly in the selection process with her non-disabled colleagues, refusal to pay her, denial of the benefits of employment and termination. Timing alone is sufficient evidence of pretext and retaliatory motive and demonstrates a causal nexus between the protected activity and adverse action without a superseding intervening act. See *Flait v. North American Watch Co.* (1992) 3 Cal.App.4th 471, 480.

75. By engaging in the afore alleged adverse employment actions in response to Plaintiff's reporting and opposition activities and exercise of rights under the Labor Code Defendants' retaliated against Plaintiff in violation of Cal. Labor § 98.6

81. There is a close proximity of time between Plaintiff's exercise of rights under the Labor Code and adverse actions involving, *inter aila.,* Defendants' failure to reinstate her to her position following leave, issuance of a defamatory performance review, failure to provide her with preference in reassignment while thwarting her ability to compete fairly in the selection process with her non-disabled colleagues, refusal to pay her and denial of the benefits of employment and in opposing her termination, evidences retaliatory motive. Timing alone is sufficient evidence of pretext and retaliatory motive under § 12940(h) and demonstrates a causal nexus between the protected activity and adverse action without a superseding intervening act. See *Flait v. North American Watch Co.* (1992) 3 Cal.App.4th 471, 480.

82. Defendants' decisions to retaliate against Plaintiff because she exercised her rights and engaged in protected speech violates Cal. Labor Code §§ 201(a), 204(a)-(b), 232.5(a),(c), 1102.5(a)-(c), triggering the anti-retaliation protections of Labor Code § 98.6.

83. Pursuant to § (b)(3) of § 98.6, "[i]n addition to other remedies available, an employer who violates this section is liable for a civil penalty not exceeding ten thousand dollars ($10,000) per employee for each violation of this section, to be awarded to the employee … who suffered the violation.

84. Defendants' violation of Cal. Labor Code § 98.6 with respect to Plaintiff and other employees similarly aggrieved trigger the protections of the PAGA. As a result of the aforesaid violations of § 98.6, Plaintiff is entitled to civil penalties on behalf of herself and other employees similarly aggrieved in an amount up to $10,000 per employee, per retaliatory incident.

85. Plaintiff is further entitled to attorney's fees pursuant to the PAGA for any violation of Labor Code § 98.6, pursuant to Labor Code § 2699(g)(1).

EIGHTH CAUSE OF ACTION

Retaliation for Disclosing Working Conditions in Violation of Cal. Labor Code § 232.5(c)

(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

86. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-85, above.

87. Labor Code § 232.5(c) provides that it is an unlawful employment action to:

> Discharge, formally discipline, or otherwise discriminate against an employee who discloses information about the employer's working conditions.

88. As more fully alleged herein, Defendants, and each of them, retaliated against Plaintiff because she exercised her right of protected speech to disclose conduct by Defendants that she reasonably believed violated law, including, without limitation, Defendants' fraudulent slow-down scheme, failure to reinstate Plaintiff to her same position following leave, issuance of a defamatory performance review, failure to provide her with preference in reassignment while thwarting her ability to compete fairly in the selection process with her non-disabled colleagues, refusal to pay her, denial of the benefits of employment and termination. Defendants' conduct involved an intentional and definite illegal course or method selected by Defendants from among many lawful alternatives designed to silence whistleblowers who fear retaliation. The close timing between Plaintiff's protected reporting, opposition and disclosure activities, and Defendants' adverse actions demonstrates a causal nexus and is evidence of pretext and retaliatory motive under Labor Code § 232.5(c). See *Flait v. North American Watch Co.* (1992) 3 Cal.App.4th 471, 480.

89. Defendant further violated the public policy of the State of California requiring, at a minimum that employers comply with law, including anti-retaliation, anti-discrimination and wage and hour laws under the California Labor Code. California's public policy supporting the enactment of Labor Code § 232.5(c) as applied here, clearly "touch[es] on interests so deeply

rooted in local feeling and responsibility" that it is peripheral to other protections under federal law, thereby authorizing a private right of action. *Haney v. Aramark Uniform Services, Inc.* (2004) 120 Cal.App.4th 609, 633, fn. 3; *see also,* Cal. Health & Safety Code § 1278.5.

90. Defendants' violation of Cal. Labor Code § 232.5(c) with respect to Plaintiff and other employees similarly aggrieved trigger the protections of the PAGA. As a result of the aforesaid violations of § 1102.5(a), Plaintiff is entitled to civil penalties on behalf of herself and other employees similarly aggrieved in an amount up to $10,000 per employee, per retaliatory incident.

91. Plaintiff is further entitled to an award of reasonable attorney's fees and costs pursuant to Cal. Labor Code § 2699(g)(1).

NINTH CAUSE OF ACTION

Unlawful Adoption and Enforcement of Policy Preventing an Employee from Disclosing Violations of Law in Violation of Cal. Labor Code §§ 1102.5(a)/ 232.5(a) (Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

92. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-91, above.

93. California Labor Code § 1102.5(a) prohibits employers from:

> [M]ak[ing], adopt[ing], or enforce[ing] any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

94. Similarly, Labor Code § 232.5(a) prohibits employers from requiring, that "as a condition of employment, that an employee refrain from disclosing information about the employer's working conditions."

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95. As more fully alleged herein, Defendant made, adopted and enforced unwritten policies, mandates and rules applicable to all employees as a group or class of which Plaintiff was a member, from disclosing Defendant's violations of law. Plaintiff reasonably believed that Defendants policies violated the law and in fact did violate the law, including without limitation, California Financial Code §§ 4973, 22326, *Maldonado v. Fast Auto Loans, Inc.* (2021) 60 Cal. App. 5th 710; *Kramer v. Coinbase, Inc.* (2024) 105 Cal. App. 5th 741; Cal. Constit. Art. 1, § 1; U.S. Constit. Amend. 1, 3, 5, 9 & 14; Section 165 of the Dodd-Frank Act. Under Dodd-Frank; Cal. Gov't Code §§ 12940, *et seq.;* Cal. Labor Code §§ 98.6, 201(a), 204(a)-(b), 232.5(c), 1102.5(b)-(c), Cal. Bus. & Prof. Code §§ 17200, *et seq.* and 2698, *et seq.* ("PAGA"). Ratified by managing agents, Defendant's unlawful policies involved an intentional and definite illegal course or method selected by Defendant among many lawful alternatives to discriminate and retaliate against Plaintiff for engaging in protected reporting and opposition activities. These policies were designed to silence whistleblowers who reasonably fear retaliation. By making, adopting, and enforcing policies prohibiting workplace whistleblowers as a group or class of which Plaintiff was a member from reporting employer conduct reasonably believed to be in violation of law, Defendant violated Labor Code § 1102.5(a) and 232.5(a).

96. By aforesaid acts and omissions of Defendant, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, medical expenses and special damages, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained. Cal. Labor Code § 1105.

97. As a further direct and legal result of the acts and conduct of Defendant, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff, but she is informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character. Cal. Labor Code § 1105.

98. Plaintiff is informed and believes and thereon alleges that Defendant and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acted with an improper and evil motive amounting to malice or oppression, and in conscious disregard of Plaintiff's

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rights. Moreover, Defendant and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from Defendant in an amount according to proof. Cal. Civ. Code §3294.

99. Defendant's violation of Cal. Labor Code §§ 1102.5(a) and 232.5(a) with respect to Plaintiff and other employees similarly aggrieved trigger the protections for the PAGA. As a result of the aforesaid violations of §§ 1102.5(a) and 232.5(a), Plaintiff is entitled to civil penalties on behalf of herself and other employees similarly aggrieved in the amount of $100.00 for each aggrieved employee per pay period for the initial violation and $200.00 per employee per pay period for each subsequent violation. Cal. Labor Code § 2699(f)(2).

100. Plaintiff is further entitled to attorney's fees pursuant to the PAGA for any violation of Labor Code § 1102.5(a) and 232.5(a), pursuant to Labor Code § 2699(g)(1). Plaintiff is alternatively entitled to attorney's fees for a violation of Labor Code § 1102.5(a) pursuant to 1102.5(j).

TENTH CAUSE OF ACTION

Retaliation for Disclosing Information Reasonably Believed to be a Violation of State or Federal Statute, Local, State or Federal Rule or Regulation in Violation of Cal. Labor Code § 1102.5(b)

(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

101. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-100, above.

102. California Labor Code §1102.5(b) prohibits an employer from retaliating against an employee because the employer believes that the employee disclosed or may disclose information to a government or law enforcement agency, or to a person with authority over the employee if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

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76. As more fully alleged herein, Defendants and each of them retaliated against Plaintiff for opposing Defendants' illegal slow-down scheme, for requesting reasonable accommodations, for opposing the denial of reinstatement, for opposing Defendants' decision to select her for layoff as a result of a pretextual "poor" performance review containing false and defamatory statements that she was an "inconsistent contributor," for opposing Defendants' interference with her right to fairly compete with her non-disabled colleagues in the reassignment, for making complaints about their failure to pay her all wages earned and due and for opposing her termination on April 3, 2024. Plaintiff reasonably believed that the aforealleged slow-down scheme, discrimination, retaliation, failure to pay wages and termination violated the law and in fact did violate the law, including without limitation, California Financial Code §§ 4973, 22326, *Maldonado v. Fast Auto Loans, Inc.* (2021) 60 Cal. App. 5th 710; *Kramer v. Coinbase, Inc.* (2024) 105 Cal. App. 5th 741; Cal. Constit. Art. 1, § 1; U.S. Constit. Amend. 1, 3, 5, 9 & 14; Cal. Gov't Code §§ 12651, 12940(a),(m),(m)(2),(n),(h), (k); Cal. Civ. Code §§ 44-45; Cal. Labor Code §§ 98.6, 232.5, 1102.5(a)-(c), 2698, *et seq.* ("PAGA"); and Cal. Bus. & Prof. Code §§ 17200, *et seq.*

103. By retaliating against Plaintiff because she disclosed or Defendants feared she would disclose information about Defendants' unlawful conduct to a government or law enforcement agency, or to a person with authority over her responsible for investigating, discovering or correcting violations of legal non-compliance, Defendants violated Cal. Labor Code § 1102.5(b) and thereby caused injury and damage to Plaintiff.

104. By aforesaid acts and omissions of defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, medical expenses and special damages, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained. Cal. Labor Code § 1105.

105. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff but she is informed and believes and thereon alleges that some if not all the injuries are reasonably certain to be permanent in character. Cal. Labor Code § 1105.

106. Defendants' violation of Cal. Labor Code § 1102.5(b) with respect to Plaintiff and other employees similarly aggrieved trigger the protections for the PAGA. As a result of the aforesaid violations of § 1102.5(b), Plaintiff is entitled to civil penalties on behalf of herself and other employees similarly aggrieved in an amount up to $10,000 per employee, per retaliatory incident.

107. Plaintiff is further entitled to an award of reasonable attorney's fees and costs pursuant to Cal. Labor Code §§ 1102.5(j) and 2699(g)(1).

<u>ELEVENTH CAUSE OF ACTION</u>

Retaliation for Refusal to Participate in an Unlawful Activities in Violation of Cal. Labor Code § 1102.5(c)

(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

108. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-107, above.

109. California Labor Code §1102.5(c) prohibits an employer from retaliating against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

110. As more fully alleged herein, Defendants and each of them retaliated against Plaintiff for refusing to participate in Defendants' illegal slow-down scheme which she reasonably believed violated the law and in fact did violate the law, including without limitation, California Financial Code §§ 4973, 22326, *Maldonado v. Fast Auto Loans, Inc.* (2021) 60 Cal. App. 5th 710; *Kramer v. Coinbase, Inc.* (2024) 105 Cal. App. 5th 741; Cal. Constit. Art. 1, § 1; U.S. Constit. Amend. 1, 3, 5, 9 & 14; Cal. Gov't Code §§ 232.5(c), 1102.5(a)/ 232.5(a), 2698, *et seq.* ("PAGA"); and Cal. Bus. & Prof. Code §§ 17200, *et seq.*

111. By terminating Plaintiff for refusing to participate in conduct which she reasonably believed to be in violation of law, Defendant violated Cal. Labor Code § 1102.5(c) which caused injury and damage to Plaintiff.

112. By aforesaid acts and omissions of defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, medical expenses and special damages, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained. Cal. Labor Code § 1105.

113. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff but she is informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character. Cal. Labor Code § 1105.

114. Defendants' violation of Cal. Labor Code § 1102.5(c) with respect to Plaintiff and other employees similarly aggrieved trigger the protections for the PAGA. As a result of the aforesaid violations of § 1102.5(c), Plaintiff is entitled to civil penalties on behalf of herself and other employees similarly aggrieved in an amount up to $10,000 per employee, per retaliatory incident.

115. Plaintiff is further entitled to an award of reasonable attorney's fees and costs pursuant to Cal. Labor Code §§ 1102.5(j) and 2699(g)(1).

TWELFTH CAUSE OF ACTION

Willful Refusal to Immediately Pay Wages Following Termination in Violation of Cal. Labor Code § 201(a)

(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

116. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-115, above.

117. Cal. Labor Code § 201(a) requires that "if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

118. Cal. Labor Code § 203(a) provides that:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, … any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

119. As more fully alleged herein, Defendants, and each of them, willfully refused to pay Plaintiff any compensation from the date of her reinstatement on March 1, 2024 to April 3, 2024 when she was terminated, nor pay her PTO commensurate with her seniority status identified as November 22, 2012 on Logix' payroll platform, "Ultipro," "Status/Key Dates" personnel record.

120. Defendants' refusal to immediately pay Plaintiff all wages due at the time of termination was intentional entitling her to restitution, interest on unpaid wages and waiting time penalties equal to thirty days at her regular rate of pay under Labor Code § 203.

121. Defendants' violation of Cal. Labor Code § 1102.5(c) with respect to Plaintiff and other employees similarly aggrieved trigger the protections for the PAGA. As a result of the aforesaid violations of § 1102.5(c), Plaintiff is entitled to civil penalties on behalf of herself and other employees similarly aggrieved in an amount up to $10,000 per employee, per retaliatory incident.

122. Plaintiff is further entitled to an award of reasonable attorney's fees and costs pursuant to Cal. Labor Code §§ 218.5 and 2699(g)(1).

THIRTEENTH CAUSE OF ACTION

Failure to Timely Pay Wages Earned When Due
in Violation of Cal. Labor Code § 204(a)-(b)
(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

123. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-122, above.

124. Cal. Labor Code § 204(a) requires that employers timely pay wages on regular pay days as set in advance for labor performed during the 1st and 15th of the month no later than

the 26th day of the month during which the labor was performed; and labor performed during the 16th and last day of the month must be paid for between the 1st and 10th day of the following month.

125. Cal. Labor Code § 204(b)(1) provides that notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

126. As more fully alleged herein, Defendants were required to pay Ms.Worsham twice per month on the 1st and the 15th of each month. Notwithstanding the ability to pay, Defendants refused to pay Plaintiff any compensation for two pay-periods nor otherwise pay wages for April in the next pay period.

127. Defendants' refusal to timely pay Plaintiff for two biweekly pay periods or the following pay period for excess wages constitutes a violation of Cal. Labor Code § 204(a) and (b).

128. Defendants' violation of Cal. Labor Code § 1102.5(c) with respect to Plaintiff and other employees similarly aggrieved trigger the protections for the PAGA. As a result of the aforesaid violations of § 1102.5(c), Plaintiff is entitled to civil penalties on behalf of herself and other employees similarly aggrieved in an amount up to $10,000 per employee, per retaliatory incident.

129. Plaintiff is further entitled to an award of reasonable attorney's fees and costs pursuant to Cal. Labor Code § 2699(g)(1).

FOURTEENTH CAUSE OF ACTION

Penalties for Violation of Cal. Labor Code §§ 98.6, 201(a), 204(a)-(b), 232.5, 1102.5(a)-(c), Pursuant to the California Private Attorney's General Act ("PAGA")

[Cal. Labor Code §§ 2698, *et seq.*]

(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

130. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-129, above.

131. Pursuant to the California Private Attorney's General Act of 2004, Cal. Labor Code §§ 2699, *et seq.* ("PAGA"), Plaintiff brings this action for penalties against Defendant on behalf of herself and all other current and former employees who have been similarly aggrieved, employed in California one year before Plaintiff filed the Notice of PAGA Complaint on September 13, 2024 to present who (1) have been retaliated against for making complaints arising under the Labor Code (Cal. Labor Code § 98.6); (2) who have been subjected to an unlawful policy or procedure imposed to silence whistleblowers (Cal. Labor Code §§ 1102.5(a)/ 232.5(a)); (3) who have been retaliated against for disclosing working conditions, for engaging in protected reporting activities or because they refused to participate in conduct reasonably believed to violate state or federal law (Cal. Labor Code §§ 232.5(c) and 1102.5(b)-(c); who were not timely paid all wages due (Cal. Labor Code § 201(a)), who were not timely paid all wages due at the time of termination (Cal. Labor Code § 204(a)-(b)).

132. As more fully alleged herein under "Exhaustion of Remedies," Plaintiff timely complied with all filing and service requirements set forth in Labor Code § 2699.3 prior to bringing this action.

133. The LWDA did not respond to Plaintiff's Notice of PAGA Complaint within 65 days of filing and therefore Plaintiff exhausted her administrative remedies prior to filing Plaintiff's claim for PAGA penalties in Court.

134. Plaintiff is therefore entitled to penalties on behalf of herself and on behalf of all similarly aggrieved current and former employees of Defendant that were employed in California four years before the date this action was filed to the present, pursuant to Cal. Labor Code §§ 2698, *et seq.*

135. As a result of the foresaid violations, Plaintiff and all employees similarly aggrieved are entitled to civil penalties against Defendants per employee for each violation of Cal. Labor Code § 98.6, 201(a) and 204(a)-(b) under § 2699(f); and, are further entitled to recover penalties for violations of §§ 232.5(a) and (c) 1102.5(a)-(c) pursuant to the default penalty formula afforded by Labor Code § 2699.3(f)(2), providing for a penalty of $100 for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

136. Plaintiff is further entitled to an award of reasonable attorney's fees and costs pursuant to Cal. Labor Code § 2699(g)(1).

FIFTEENTH CAUSE OF ACTION

Unfair Business Practices

[Violation of Cal. Business & Prof. Code §§ 17200, *et seq.*]

(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

137. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-136, above.

138. Cal. Bus. & Prof. Code § 17200 provides: "As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising [or] act[.]"

139. Logix Employment Services, Inc. is an executive search firm that offers, markets, advertises and contracts with employers to provide human resources management functions, identified on their website, https://www.logixinc.com/, including maintaining a joint employer relationship with its clients, such as LFCU Financial Services, LLC, including providing human resources and workforce management, processing and approval for medical leaves and reasonable accommodations.

140. Defendant LFCU Financial Services, LLC is credit union with 18 California branches that offers, markets, advertises and sells financial products identified on their website, https://www.logixbanking.com/, including home and auto loans, business accounts, investment and financial planning, and are therefore "persons" as defined under Bus. and Prof. Code § 17021.35 and is therefore subject to the prohibitions of §§ 17200, *et seq.,* as defined in Bus. and Prof. Code §§ 17022 and 17024.

141. Each of the directors, officers and/or agents of Defendants are equally responsible for the acts of the others as set forth in Business and Professions Code §17095.

142. Defendants' violations of the California Fair Employment & Housing Act, the Labor Code and other laws and regulations as alleged by this complaint, including, without

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limitation, Defendants unlawful policies and acts of retaliation designed to silence whistleblowers like Plaintiff and any current or former employees within the last four years who disclosed, opposed or refused to participate in these unlawful practices within the last four years prior to filing this action who were subject to Defendants' fraudulent business slowdown scheme designed to avoid the payment of substantial regulatory fees imposed by Section 165 of the Dodd-Frank Act stemming an illegal "layoff"; Defendants' disability discrimination and retaliation, failure to accommodate, failure to reinstate, failure to provide disabled persons like Plaintiff returning from leave with preference in reassignment while thwarting their ability to compete fairly in the selection process with their non-disabled colleagues, failure to timely pay all wages earned and due, failure to pay benefits of employment and termination for opposing and refusing to participate in conduct reasonably believed to violate law, subjected to discrimination or harassment within the last four years prior to filing this action.

143. Defendants' discrimination, retaliation, non-payment of wages as alleged herein caused actual injury to Plaintiff, in and among other wrongful, statutory and tortious and illegal acts and omissions including violations of the FEHA and the California Labor Code constitute unfair business practices in violation of the Unfair Competition Law, Business & Professions Code § 17200, *et seq.*

144. Shareholders, owners, directors, officers, managing agents and/or sole proprietors misappropriated and converted to themselves for their individual advantage the unpaid wages and other monies owed to Plaintiff as alleged throughout this complaint.

145. As a result of Defendants' unfair business practices, Defendants' have reaped unfair benefits and illegal profits at the expense of Plaintiff, and ultimately to members of the public. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competitors.

146. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendant account for, disgorge and restore to Plaintiff the compensation unlawfully withheld from her and for which Defendant was unjustly enriched.

147. Pursuant to Business and Professions Code § 17203, Plaintiff requests that she be restored in interest and money acquired by Defendant through its unfair and unlawful business practices in violation of Business and Professions Code § 17000 *et seq.* and 17200 *et seq.*

148. Plaintiff is informed and believes and thereon alleges that defendants and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acting with an improper and evil motives amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, defendants and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from defendants in an amount according to proof. Cal. Civ. Code § 3294.

149. By engaging in violations of well settled public policies codified in California statutes, defendants sought to chill the freedom of speech without retribution, for the purpose of avoiding liability to Defendants' sole benefit. As such, Plaintiff's claims seek to vindicate the important public rights of free speech and equal protection of the laws which confer a significant benefit on California taxpayers and all American citizens. The financial benefit to Plaintiff is far less than to the public at large since Plaintiff's damages are limited by statute. Based thereon, Plaintiff is entitled to reasonable attorney's fees pursuant to C.C.P. §1021.5.

<u>SIXTEENTH CAUSE OF ACTION</u>

Wrongful Termination in Violation of Public Policy

(Against Defendants LOGIX EMPLOYMENT SERVICES, INC., a California corporation; LFCU FINANCIAL SERVICES, LLC, a California corporation; and, DOES 1-100, inclusive)

150. Plaintiff realleges and incorporates by reference, as though fully set forth herein, each and every allegation set forth in paragraphs 1-149, above.

151. As more fully alleged herein, at all times during her employment with Defendant, Plaintiff performed her job duties in an exemplary manner and complied with all employment related policies made known to her. Thus, Defendant's decisions to discriminate and retaliate against Plaintiff were substantially motivated in whole or part by Plaintiff's disability, request for

reasonable accommodations and opposing and reporting conduct reasonably believed to be unlawful designed to silence Plaintiff's speech and interfere with the exercise of her rights.

152. By reason of the aforementioned conduct and circumstances, Defendants, and each of them, violated the fundamental public policies of the State of California and the United States, as set forth in the Constit. Art. 1, § 1; U.S. Constit. Amend. 1, 3, 5, 9 & 14; Section 165 of the Dodd-Frank Act. Under Dodd-Frank; California Financial Code §§ 4973, 22326, *Maldonado v. Fast Auto Loans, Inc.* (2021) 60 Cal. App. 5th 710; *Kramer v. Coinbase, Inc.* (2024) 105 Cal. App. 5th 741; Cal. Gov't Code §§ 12940(a),(m),(m)(2),(n),(h),(k); Cal. Labor Code §§ 98.6, 201(a), 204(a)-(b), 232.5 and 1102.5(a)-(c) and Cal. Bus. & Prof. Code §§ 17200, *et seq*, which mandate, *inter alia.,* that employees be free from unlawful discrimination, retaliation, wrongful termination, unfair business practices and unpaid wages.

153. The aforementioned discrimination, retaliation, termination, unfair business practices and unpaid wages have resulted in damage and injury to Plaintiff. Therefore, defendants' acts against Plaintiff were in direct contravention of the public policies of the State of California and the United States that seek to protect employees from adverse employment actions heretofore alleged.

154. Plaintiff is informed and believes and thereon alleges that any other reasons proffered by Defendants were and are pretextual in nature.

155. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiff has been directly and legally caused Plaintiff to suffer actual damages including, but not limited to, loss of earnings and future earning capacity, and other pecuniary loss not presently ascertained.

156. As a further direct and legal result of the acts and conduct of defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer and continues to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature, duration, and extent of said injuries is presently unknown to Plaintiff, but she is informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character.

157. Plaintiff is informed and believes and thereon alleges that defendants and their managers, officers, and/or directors committed the acts alleged herein maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff and acting with an improper

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and evil motives amounting to malice or oppression, and in conscious disregard of Plaintiff's rights. Moreover, defendants and their managers, officers, and/or directors authorized or ratified the wrongful conduct of their employees and/or are personally guilty of oppression, fraud, or malice. As such, Plaintiff is entitled to recover punitive damages from defendants in an amount according to proof. Cal. Civ. Code § 3294.

158. By engaging in violations of well settled public policies codified in California statutes, defendants sought to chill the freedom of speech without retribution, for the purpose of avoiding liability to Defendants' sole benefit. As such, Plaintiff's claims seek to vindicate the important public rights of free speech and equal protection of the laws which confer a significant benefit on California taxpayers and all American citizens. The financial benefit to Plaintiff is far less than to the public at large since Plaintiff's damages are limited by statute. Based thereon, Plaintiff is entitled to reasonable attorney's fees pursuant to C.C.P. §1021.5.

REQUEST FOR DAMAGES

WHEREFORE, the Plaintiff, on behalf of herself prays as follows:

1. That the Plaintiff be awarded all costs and litigation expenses incurred in bring this action;
2. For reasonable attorneys' fees and costs incurred in bringing this action as follows:
   a. For Plaintiff's First through Sixth Causes of Action pursuant to Cal. Gov't Code § 12965(b);
   b. For Plaintiff's Seventh through Fourteenth Causes of Action pursuant to Cal. Labor Code § 2699(g)(1);
   c. For Plaintiff's Ninth through Eleventh Causes of Action pursuant to Cal. Labor Code § 1102.5(j);
   d. For Plaintiff's Twelfth Cause of Action pursuant to Cal. Labor Code § 218.5;
   e. For Plaintiff's Fifteenth and Sixteenth Causes of Action pursuant to Cal. Code Civ. Proc. § 1021.5;
3. For penalties pursuant to Cal. Labor Code § 98.6;
4. For penalties and interest pursuant to Cal. Labor Code §§ 203; 2699(f);

5. For an award of prejudgment and post judgment interest;
6. For injunctive and equitable relief;
7. For general damages, according to proof;
8. For special damages, including medical expenses, and loss of earnings and earnings capacity, in an amount according to proof;
9. For disgorgement of profits and restitution of monies had and received;
10. For punitive damages pursuant to Cal. Civ. Code § 3294;
11. For such other and further relief as the Court deems just and proper.

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Dated: March 21, 2025 LAW OFFICE OF PEGGY A. FARRELL APC

DocuSigned by:

By: Peggy A. Farrell

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Peggy A. Farrell, Attorney for:
Plaintiff NATALIE WORSHAM, an individual

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DEMAND FOR JURY TRIAL

Plaintiff, NATALIE WORSHAM, hereby demands a trial by jury.

Dated: March 21, 2025

LAW OFFICE OF PEGGY A. FARRELL, APC

DocuSigned by:

By: Peggy A. Farrell

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Peggy A. Farrell, Attorney for:
Plaintiff NATALIE WORSHAM, an individual