

Christina M. Lucio (SBN 253677)
christina@emplawllp.com
Mitchell J. Murray (SBN 285691)
mitchell@emplawllp.com
Nicholas W. Schieffelin (SBN 302329)
nick@emplawllp.com
EMPLAW, LLP
2235 Encinitas Boulevard, Suite 210
Encinitas, California 92024
Telephone: (760) 942-9433
Facsimile: (760) 942-9433

Attorneys for Plaintiff LARISSA SKATCHKO,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

LARISSA SKATCHKO, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

THE NEIMAN MARCUS GROUP, INC.,
a Delaware limited liability company;
and DOES 1-25, inclusive,

Defendants.

Case No. 30-2023-01366266-CU-OE-WJC

ASSIGNED FOR ALL PURPOSES TO:
HON. NATHAN SCOTT
DEPT: W02

FIRST AMENDED COMPLAINT

*(AMENDMENT TO ADD PAGA CAUSE OF
ACTION PER LABOR CODE 2699.3(a)(2)(C))*

- 1.) DISCRIMINATION IN VIOLATION
OF FEHA (GOVT. CODE § 12940(a));**
- 2.) HARASSMENT BASED ON
NATIONAL ORIGIN IN VIOLATION
OF FEHA (GOVT. CODE § 12940(j));**
- 3.) RETALIATION IN VIOLATION OF
FEHA (GOVT. CODE § 12940(j));**
- 4.) FAILURE TO TAKE REASONABLE
STEPS NECESSARY TO PREVENT
AND CORRECT WRONGFUL
BEHAVIOR IN THE WORKPLACE
IN VIOLATION OF FEHA (GOVT.
CODE §12940(k) AND (J));**
- 5.) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
- 6.) FAILURE TO TIMELY PAY WAGES
OWED UPON SEPARATION FROM
EMPLOYMENT;**
- 7.) FAILURE TO PROVIDE LAWFUL
MEAL PERIODS;**

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- 8.) FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS;
 - 9.) FAILURE TO PAY MINIMUM WAGES;
 - 10.) FAILURE TO PAY OVERTIME OWED;
 - 11.) FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING EMPLOYMENT;
 - 12.) FAILURE TO PROVIDE PERSONNEL RECORDS UPON REQUEST;
 - 13.) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;
 - 14.) VIOLATION OF THE UNFAIR COMPETITION LAW;
 - 15.) CIVIL PENALTIES PURSUANT TO PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE SECTION 2698 ET SEQ.

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DEMAND FOR JURY TRIAL

16 Plaintiff LARISSA SKATCHKO ("Plaintiff"), individually and on behalf of others
17 similarly situated, asserts claims against defendants THE NEIMAN MARCUS GROUP, INC., a
18 Delaware Limited Liability Company; and DOES 1-25, inclusive (collectively "Defendants") as
19 follows:

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INTRODUCTION

24 1. The purpose of this amendment is to add claims under Labor Code section 2698 et
25 seq. ("PAGA") within the context of the above-entitled action for both individual and representative
26 penalties. **This amendment is made as a matter of right pursuant to Labor Code section**
27 **2699.3(a)(2)(C).**

28 2. This is both an individual action, including all causes of action and allegations
asserted in Plaintiff's Original Complaint, and a representative action for recovery of penalties
under the Private Attorneys' General Act of 2004 ("PAGA"), Cal. Lab. Code section 2698 *et seq.*
PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of
themselves and all other current and former aggrieved employees, to recover civil penalties and

1 address an employer's violations of the California Labor Code.

2 3. In addition to her individual causes of action, Plaintiff brings this action pursuant to
3 the PAGA on a representative basis on behalf of all exempt and non-exempt employees working
4 directly or indirectly for Defendants in the State of California (the "Aggrieved Employees") from
5 one year prior to the filing of the PAGA notice to the conclusion of this action.

6 4. Plaintiff asserts PAGA claims on behalf of two groups of Aggrieved Employees:
7 (1) an aggrieved group of managers or supervisors who were misclassified as exempt who worked
8 directly or indirectly for Neiman Marcus in the State of California and (2) a group of aggrieved
9 non-exempt employees who worked directly or indirectly for Neiman Marcus in the State of
10 California (the two groups are collectively referred to as "Aggrieved Non-Exempt Employees" or
11 "Aggrieved Employees"). Plaintiff also asserts certain claims exclusively on behalf of the
12 "Aggrieved Exempt Employees" which are aggrieved employees who worked for Neiman Marcus
13 during the relevant time and were misclassified as exempt. The term "Aggrieved Employees"
14 refers to both the "Aggrieved Exempt Employees" and "Aggrieved Non-Exempt Employees".

15 5. In addition to her individual causes of action, Plaintiff brings this action on behalf
16 of herself and the Aggrieved Employees to recover civil penalties and address Defendants'
17 violations of the California Labor Code and the IWC Wage Orders.

18 6. Defendants violated various provisions of the California Labor Code and IWC Wage
19 Orders. Defendants' violations include: (1) Failure to Pay Minimum Wages; (2) Failure to Pay
20 Overtime Owed; (3) Failure To Provide Lawful Meal Periods; (4) Failure To Authorize And Permit
21 Rest Periods; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Timely Pay
22 Wages Owed Upon Separation From Employment; (7) Knowing and Intentional Failure to Comply
23 with Itemized Wage Statement Provisions; and (8) Failure to Provide Personnel Records Upon
24 Request.

25 7. Pursuant to *Huff v. Securitas Services*, 23 Cal. App. 5th 745, 751 (2018), an
26 employee who brings a representative action and was affected by at least one of the violations
27 alleged in the complaint has standing to pursue penalties on behalf of the state and not only for that
28 violation, but for violations affecting other employees as well. Accordingly, Plaintiff has standing

1 to pursue penalties on behalf of the state of violations affecting all the aggrieved employees working
2 for Defendants, regardless of their classification, job title, or locations in California.

3 8. This action is timely because Plaintiff suffered from a violation or numerous
4 violations of the California Labor Code within one year of the date on which a PAGA notice was
5 sent to the LWDA via online submission. More than 65 days have passed, and no response has
6 been received by the LWDA. Plaintiff thereby satisfied the notice requirement under the statute
7 and is permitted to proceed with this action in a representative capacity.

8 9 **THE PARTIES**

10 9. Plaintiff LARISSA SKATCHKO (hereinafter "Plaintiff" or "Skatchko") is, and at
11 all relevant times mentioned in this Complaint was, an individual residing in Irvine, California.
12 She is a former employee of Defendants.

13 10. Defendant THE NEIMAN MARCUS GROUP, INC. (hereinafter "Defendant" or
14 "Neiman Marcus") is, and all relevant times was a Delaware Limited Liability Company
15 conducting business in the State of California.

16 11. Defendants sued herein as Does 1 through 25 are sued under said fictitious names
17 pursuant to California Code of Civil Procedure section 474. Plaintiff is informed and believes, and
18 thereon alleges that each defendant sued under such fictitious names is in some manner responsible
19 for the wrongs and damages as alleged herein, and in so acting was functioning as the agent, servant,
20 manager, supervisor, employee, subsidiary, and/or joint ventures of Defendants and acted at the
21 direction of or with the permission and consent of Defendants.

22 12. Plaintiff is informed and believes, and thereon alleges that each and all of the acts
23 and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting
24 as agents and/or employees, and/or under the direction and control of each of the other Defendants,
25 and that said acts and failures to act were within the course and scope of said agency, employment
26 and/or direction and control. Plaintiff is informed and believes, and thereon alleges that, at all times
27 material hereto, Defendants were and are the agents of each other.
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14. Further, this Court has jurisdiction because Defendants have done and are doing business in Orange County, including the retail store located at 601 Newport Center Drive in the City of Newport Beach, California (hereinafter “the Store”). Work relevant to this action was performed in whole or in part in Orange County.

16. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395 because the Defendant resides, transact business, or has offices in this County and the acts or omissions alleged herein took place in this County. Defendants operate in Orange County and therefore are within the jurisdiction of this Court for service of process purposes.

A. Plaintiff's Employment at Neiman Marcus and Defendants' Violations

18. On or about July 14, 1997, Plaintiff was hired by Neiman Marcus in the capacity of
Sales Manager at the Store.

20. Plaintiff was misclassified as exempt because she did not meet all of the requirements for exemption: (1) salary of twice the minimum hourly wage based on a 40-hour workweek and (2) be primarily engaged in executive, administrative or professional duties and (3)

1 regularly and customarily exercise discretion and independent judgment on the job.

2 21. While Plaintiff performed certain managerial functions, she spent more than 50% of
3 her working hours performing non-exempt duties, including without limitation tailoring garments
4 for men and women, which does not qualify as an executive, administrative or professional duty.
5 She also did not regularly and customarily exercise discretion and independent judgment on the
6 job. As such, she was routinely denied the protections of the Labor Code and Wage Order by
7 Defendant. In violation of the law, Plaintiff was denied minimum wage for each hour worked,
8 denied overtime for overtime hours worked, denied meal and rest periods, denied accurate itemized
9 wage statements, and denied the payment of all wages owed during employment and at the time of
10 separation by Defendant.

11 22. In addition, during her employment, Plaintiff was subject to harassment, and
12 discrimination based upon her ancestry, national origin/ethnicity, and language. She was also
13 subject to retaliation for protesting and reporting the harassment and discrimination that she
14 suffered. This ultimately culminated in her wrongful termination.

15 23. At all times, Plaintiff was employed by Defendant and performed her job duties in
16 a satisfactory manner.

17 24. During the relevant time period for the FEHA and wrongful termination claims set
18 forth herein, Plaintiff worked with a group of colleagues, including Zarghoona Kamin, Pani Golbaz,
19 and Shahla Dideban.

20 25. At all relevant times, Zarghoona Kamin was employed by Defendant as a Senior
21 Operations Manager at the Store, and she exercised managerial control over Plaintiff.

22 26. At all relevant times, Pani Golbaz was employed by Defendant as a Group Manager
23 at the Store, and she also exercised managerial control over both Plaintiff.

24 27. At all relevant times, Shahla Dideban was employed by Defendant as an Associate
25 in the Alterations Department at the Store.

26 28. Ms. Golbaz and Ms. Kamin are collectively referred to as “the Managers”
27 hereinafter.
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1 29. At all relevant times, Plaintiff, in her role as Alterations Manager, was supposed to
2 have managerial authority over Ms. Dideban. However, the Managers frequently interfered with
3 Plaintiff's management of Ms. Dideban in their pattern of harassment, marginalization and
4 discrimination.

5 30. Upon information and belief, the Managers and Ms. Dideban are all Americans of
6 Middle Eastern background and speak Persian (Farsi).

7 31. Plaintiff is of Ukrainian background, speaks Ukrainian, and is proficient in English
8 with a Ukrainian accent.

9 32. Since Defendant hired Ms. Kamin in 2018, Plaintiff has been subjected to unfair
10 treatment, marginalization, and harassment by the Managers and Ms. Dideban.

11 33. Plaintiff is informed and believes that she was subjected to these adverse
12 employment actions based upon her ancestry, national origin/ethnicity, and language/accents in
13 violation of the law.

14 34. Plaintiff's accent did not materially interfere with her ability to do her job in
15 alterations.

16 35. For example, the Managers and Ms. Dideban were aware that Plaintiff did not
17 understand or speak Persian/Farsi, yet they engaged in discriminatory and wrongful conduct by
18 consistently conversing in Farsi in Plaintiff's presence, often discussing her (as she overheard her
19 name being mentioned). Their actions marginalized Plaintiff and contributed to a hostile work
20 environment.

21 36. By way of further example, the Managers and Ms. Dideban frequently criticized and
22 ridiculed Plaintiff's accent and English language skills. They often mocked her and rejected
23 Plaintiff's efforts to engage in a constructive discussion with them about the impact of her national
24 origin and accent on her English language skills.

25 37. The Managers consistently showed favoritism towards Ms. Dideban, as they failed
26 to hold her accountable for her conduct, rejected Plaintiff's efforts to hold Ms. Dideban accountable
27 for her failure to follow policy and her conduct which she viewed as detrimental to the operations
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1 of the alterations department. The Managers also allowed Ms. Dideban to perform functions for
2 her own business separate and apart from Defendant's operations during working hours. The
3 Managers also utilized Ms. Dideban to perform personal undisclosed and/or complimentary
4 alterations without Plaintiff's knowledge. This pattern had a detrimental effect on the Plaintiff, her
5 ability to manage her department, and led to emotional distress, and feelings of demoralization and
6 stress.

7 38. In addition, the Managers failed to provide support to Plaintiff as alterations
8 manager and displayed a general disregard for Plaintiff's requests for assistance. The Managers
9 also undermined Plaintiff's managerial authority.

10 39. By way of further example of the discriminatory and harassing conduct, when Ms.
11 Kamin visited the alterations department, she would meet with Ms. Dideban first (not Plaintiff, who
12 was ostensibly the Alterations Manager) and speak loudly enough in Farsi so that Plaintiff could
13 hear them repeatedly mention her name while purposefully concealing the nature of their
14 conversations. Only after meeting with Ms. Dideban and engaging in the "secret" conversation
15 would Ms. Kamin approach Plaintiff.

16 40. With Ms. Golbaz's open support, Ms. Dideban refused to follow Neiman Marcus
17 policies and marketing standards. By way of example, Ms. Dideban refused to write alteration
18 tickets, check-ins, and follow Neiman Marcus's marketing standards, which resulted in
19 significantly more overtime opportunities for Ms. Dideban, who had over two times the amount of
20 overtime than the entire alterations team combined from July 31, 2022 to July 29, 2023.

21 41. When Plaintiff reported her concerns about these issues and Ms. Dideban's conduct
22 leading to the excessive overtime opportunities to the Managers, they refused to address them with
23 Ms. Dideban and instructed Plaintiff to personally assume Ms. Dideban's responsibilities, including
24 writing her alteration tickets, despite it not being part of Plaintiff's customary duties.

25 42. Plaintiff frequently informed the Managers about Ms. Dideban's performance
26 deficiencies, including her failure to work during regular business hours and her inflated work
27 hours, and explained that these deficiencies impacted Plaintiff's ability to manage and negatively
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1 impacted the operations of the alterations department. Nevertheless, Plaintiff's expressed concerns
2 were either dismissed or met with hostility by the Managers.

3 43. On or about May 9, 2023, Plaintiff visited Ms. Golbaz's office to request approval
4 for overtime for a member of the Alterations Department. Plaintiff explained that Ms. Dideban
5 had caused the work overload in the department by failing to follow policy, not properly logging
6 the work to be done, and accepting too much work. Immediately, Ms. Golbaz aggressively began
7 yelling at Plaintiff causing Ms. Kamin and Vice President Kelly Bartlett to leave their nearby
8 offices to investigate the commotion. The verbal attack against Plaintiff continued so venomously
9 that she became disoriented and stunned. When they were done, Plaintiff attempted to raise her
10 concerns about Ms. Dideban again, but they ignored her. She left feeling embarrassed and
11 distressed.

12 44. Shortly thereafter, on May 27, 2023, Ms. Kamin placed Plaintiff on a 60-day
13 Performance Opportunity Path ("POP"). Neiman Marcus's POP states that it "provides more
14 focused & frequent discussion, feedback and coaching" with the associate to improve his or her
15 performance.

16 45. The POP further stated that Plaintiff did not structure her "messages in a clear,
17 logical manner using the most appropriate communication medium" and that she struggled to "use
18 a delivery style" that captured the attention of her audience and persuaded them to act differently.

19 46. Plaintiff was not given advance notice by the Managers concerning the alleged
20 communication deficiencies mentioned in the POP. Additionally, the Managers did not engage in
21 any prior in-person or written discussions with Plaintiff regarding their criticisms before initiating
22 the POP.

23 47. Plaintiff informed Ms. Kamin that prior to this incident, no complaints had been
24 raised about these particular communication issues; however, they seemed to align with the
25 Manager and Ms. Dideban's derision of Plaintiff's accent and English language skills. Despite
26 Plaintiff's attempts to address any legitimate criticism and to tackle any potential issues with her
27 accent and English language skills, Ms. Kamin showed no interest or proactive effort to understand
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1 or address the concerns raised.

2 48. Plaintiff is informed and believes that the POP was not legitimate and was motivated
3 in whole or in part by her ancestry, national origin/ethnicity, and language/accent in violation of
4 the law.

5 49. On July 7, 2023, Plaintiff sent an email to Defendant's Assistant Market Manager,
6 People Services, Erin Goins, requesting Neiman Marcus's written policies regarding the POP
7 procedure and indicated to Ms. Goins that she felt that she was a "target."

8 50. On July 10, 2023, Plaintiff again emailed Ms. Goins raising her concern that she did
9 not believe that the POP was warranted and indicating that she believed that she was being targeted
10 because of her accent and English language proficiency. She explained to Ms. Goins that her accent
11 and English were frequently the source of the criticism received from the Managers. She told Ms.
12 Goins that she had tried to explain that it is feature of her original Ukrainian language which makes
13 her "English sound this way," but "nobody cared." Further, despite any issues "customers love
14 me and [the] alterations team understands me." She told Ms. Goins that she felt the Managers
15 "prejudicially" present information about her and do not ask her side. She indicated to Ms. Goins
16 that she believed the POP was unfair.

17 51. On August 4, 2023, Plaintiff submitted a formal written complaint (the "Written
18 Complaint") to the Neiman Marcus legal department that Ms. Golbaz's and Ms. Kamin's "personal,
19 ethnical and cultural biases" led "to their coordinated efforts to build a false case against" Plaintiff,
20 who had worked for the Defendant for 26 years.

21 52. On August 14, 2023, Plaintiff reported what she believed to be a policy violation by
22 Ms. Kamin and Ms. Dideban to Defendant's Associate Relations Specialist Bethany Powell. It was
23 observed that Ms. Dideban spent approximately 20 hours working on a gown owned by Ms. Kamin
24 which, according to Defendant's pricing guidelines, should have cost \$800. Instead, Ms. Kamin
25 was invoiced \$300. Plaintiff believed that this was a violation of policy.

26 53. On August 31, 2023, Plaintiff submitted a request to Ms. Powell seeking access to
27 the documents and records associated with Neiman Marcus's investigation into the allegations set
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1 forth in her Written Complaint. On the same day, Ms. Powell declined Plaintiff's request for the
2 records, asserting that Neiman Marcus had discovered no evidence supporting Plaintiff's Written
3 Complaint and deemed the issue resolved.

4 54. Later that day, on August 31, 2023, Sr. Manager, Associate Relations, Brandon
5 Elder restated Neiman Marcus's decision to withhold the documents pertaining to the investigation
6 of Plaintiff's Written Complaint.

7 55. On September 6, 2023, Defendant initiated a Performance Improvement Plan (PIP)
8 for Plaintiff, requiring weekly reports detailing extensive information, including, but not limited to,
9 employee conflicts and inappropriate conduct. Plaintiff complied with the PIP, submitting reports
10 on September 9, 16, 23, and 30, 2023. Each report provided a detailed recap of the prior week in
11 accordance with the PIP's performance expectations.

12 56. In Plaintiff's initial report dated September 9, 2023, she met with her team members
13 and gathered feedback on their workloads and the overall department culture. Ms. Kamin provided
14 feedback, offering notes on what should be included, while overlooking Plaintiff's observations
15 about Ms. Dideban's loud speaker phone conversations and her habit of watching movies on her
16 phone while working.

17 57. In a later report, which highlighted Plaintiff's team member meetings and proactive
18 leadership, Plaintiff pointed out Ms. Dideban's late arrival on September 16, 2023. Nonetheless,
19 Ms. Kamin consistently gave precedence to concerns about another team member's attendance,
20 disregarding Plaintiff's observations regarding Ms. Dideban's tardiness and tendency to watch
21 movies on her phone while working. This pattern persisted, with Ms. Kamin continually
22 emphasizing the other team member's attendance, neglecting any mention of Ms. Dideban's,
23 selectively addressing certain aspects of the reports, and leaving out crucial details.

24 58. Three days after her final report, on October 3, 2023, Defendants terminated
25 Plaintiff's employment. Defendants did not pay Plaintiff all wages earned and unpaid on that day.

26 59. Instead, Plaintiff did not receive her last paycheck until October 7, 2023 via FedEx.

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1 60. Plaintiff is a 26-year employee of Defendant who performed her job duties in a
2 satisfactory manner.

3 61. Plaintiff is informed and believes that Defendant's stated reason for termination of
4 her employment is a pretext.

5 62. Plaintiff is informed and believes that Defendants' conduct was, at all times,
6 motivated by her ancestry, national origin/ethnicity, and language/accent in violation of the law.

7 63. Plaintiff is informed and believes that her termination was a retaliatory action in
8 response to her raising concerns about biased treatment from the Managers based on her national
9 origin and accent.

10 64. Plaintiff timely submitted her claims to the Department of Fair Employment and
11 Housing, and exhausted all administrative requirements. Attached as **Exhibit A** is the Right to Sue
12 Letter received from the DFEH.

13 **B. Additional Allegations Related to Plaintiff's Claims for Penalties Under PAGA**

14 65. Plaintiff alleges that she and in addition to her contention that she and the Aggrieved
15 Exempt Employees were non-exempt employees who were misclassified as exempt in violation of
16 the Wage Order 7-2001, Labor Code sections 1198, 515, and 516, Plaintiff seeks PAGA penalties
17 for the violations set forth hereinbelow as to both group subgroups of the Aggrieved Employees.

18 66. Plaintiff alleges that Defendants violated Labor Code sections 510, 1194, 1198 and
19 the IWC Wage Order by failing to pay all wages owed including overtime and minimum wages to
20 her and the Aggrieved Employees. The Wage Orders 4-2001 and 7-2001 and Labor Code sections
21 1194 and 1197 provide that an employee must be paid at least minimum wage for each hour worked
22 and overtime as applicable. Labor Code section 510 and the Wage Orders provide that employees
23 working for more than eight (8) hours in a day or forty (40) hours in a work week are entitled to
24 overtime compensation at the rate of one and one-half times the regular rate of pay for all hours
25 worked in excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who
26 works more than twelve (12) hours in a day or more than eight (8) hours on the seventh day in a
27 workweek is entitled to overtime compensation at a rate of twice the regular rate of pay.
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1 67. Plaintiff alleges that she and the Aggrieved Non-Exempt Employees were
2 frequently not paid minimum wages and earned overtime because they were required to work
3 during purported meal periods. Such time is compensable time. However, in violation of the law,
4 Plaintiff and the Aggrieved Non-Exempt Employees were not paid for such time.

5 68. Plaintiff and the Aggrieved Employees regularly worked in excess of five hours a
6 day without being provided a meal period of not less than 30 minutes in which they were relieved
7 of all duties, as required by California Labor Code §§226.7, 512, and Wage Order No. 5-2001 and
8 7-2001. Plaintiff and Aggrieved Non-Exempt Employees were often not provided lawful meal
9 periods in part because Defendants maintained and enforced scheduling practices, staffing
10 practices, and imposed work demands and schedules that frequently required employees to forego
11 their breaks or return before thirty minutes. Defendants also failed to pay the premium pay at one
12 hour's additional wage at the employee's regular rate of compensation mandated by Labor Code
13 §226.7(c) and Wage Order No. 5-2001 and 7-2001, subd. 11(B) for each workday they did not
14 receive a timely uninterrupted meal period.

15 69. In addition, Defendants failed to pay premiums at the proper rate because it failed
16 to take all forms of compensation, including incentives, bonuses, shift differentials, and other wages
17 into account in calculating the regular rate. This constitutes a violation of Labor Code.
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19 70. Plaintiff alleges that Defendants failed to authorize and permit rest periods for her
20 and the Aggrieved Employees. This failure violated Labor Code §§ 226.7, 1198, and Section 12(A)
21 of IWC Wage Order 5-2001 and 7-2001, which provides that employers shall authorize and permit
22 employees to take a rest period of net ten (10) minutes for each four (4) hours, or major fraction
23 thereof, worked. This action is further brought under Labor Code § 226.7(b) and Section 12(B) of
24 Wage Order 5 and 7, which provide that if an employer fails to authorize and permit a lawful rest
25 period, the employer shall pay the employee one hour of additional pay at the employee's regular
26 rate of compensation for each workday that a rest period was not authorized and permitted.

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1 71. Plaintiff and the Aggrieved Employees were systematically not authorized and
2 permitted to take legally compliant net ten (10) minute rest periods for every four hours worked or
3 major fraction thereof, which is a violation of the Labor Code section 226.7, 1198, and IWC Wage
4 Order.

5 72. Aggrieved Employees were not authorized and permitted to take a net ten-minute
6 rest period as required by law, in part because Defendants maintained and enforced scheduling
7 practices, understaffing practices, and imposed work demands and schedules that frequently
8 required employees to forego their breaks or return before a net ten minutes of rest. Defendants
9 violated the law by failing to compensate Plaintiff and the Aggrieved Non-Exempt Employees with
10 one additional hour of pay at their regular rate of compensation when lawful rest periods were not
11 lawfully provided in violation of Labor Code §§ 226.7 and 512, 1198 and the applicable Industrial
12 Welfare Commission Wage Orders.

13 73. Labor Code section 204 requires that all wages are due and payable twice in each
14 calendar month. The wages required by Labor Code §§226.7, 510, 1194, and other sections became
15 due and payable to Plaintiff and each Aggrieved Non-Exempt Employee in each month that he or
16 she was not provided with a meal period or rest period or paid minimum wage, straight or overtime
17 wages to which he or she was entitled. Defendants violated Labor Code §204 by systematically
18 refusing to pay wages due under the Labor Code.

19 74. Labor Code section 226(A) reads in pertinent part: “Every employer shall,
20 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
21 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately
22 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
23 (1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned, (6) the
24 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only
25 the last four digits of his or her social security number or an employee identification number other
26 than a social security number, (8) the name and address of the legal entity that is the employer, and
27 (9) all applicable hourly rates in effect during each the pay period and the corresponding number
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1 of hours worked at each hourly rate by the employee...”

2 75. Defendants have failed to record many of the items delineated in applicable
3 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
4 including by virtue of the fact that each wage statement which failed to accurately compensate
5 Plaintiff and the Aggrieved Non-Exempt Employees for all hours worked and for missed and non-
6 provided meal and rest periods, or which failed to include compensation for all minimum wages
7 earned or overtime hours worked, as described herein, was an inaccurate wage statement. In
8 addition, Defendants failed to include all applicable hourly rates in effect during each pay period,
9 including Plaintiff’s and the Aggrieved Non-Exempt Employees’ hourly and overtime rates of pay.

10 76. In addition, as to the Aggrieved Exempt Employees, Defendants failed to record
11 many of the items delineated in applicable Industrial Wage Orders and Labor Code section 226,
12 and required under Labor Code section 1174, including by virtue of the fact that each wage
13 statement which failed to accurately compensate Plaintiff and Aggrieved Exempt Employees for
14 all hours worked and for missed and non-provided meal and rest periods, or which failed to include
15 compensation for all minimum wages earned or overtime hours worked, as described herein, was
16 an inaccurate wage statement. In addition, Defendants failed to include all applicable hourly rates
17 in effect during each pay period, including Plaintiff’s and Aggrieved Exempt Employees’ hourly
18 and overtime rates of pay.

19 77. Plaintiff also contends that Defendants failed to keep accurate records as required
20 by Wage Labor Code 1198.5. The Labor Code required in pertinent part: “(a) Every current and
21 former employee...has the right to inspect and receive a copy of the personnel records that the
22 employer maintains relating to the employee’s performance or to any grievance concerning the
23 employee” and “(k) If an employer fails to permit a current...employee...to inspect or copy
24 personnel records within the times specified in this section...the current...employee or the Labor
25 Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer” and
26 “(l) A current...employee...may recover costs and reasonable attorney’s fees in such an action.”
27 On information and belief and based thereon, Defendants have knowingly and intentionally failed
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1 to comply with Labor Code section 1198.5, including by implementing the policies and procedures
2 and committing the violations alleged herein, including without limitation, failing to provide
3 personnel records upon request.

4 78. Defendants have violated California Labor Code §§ 201 and 202 by willfully failing
5 to pay all compensation due and owing to Plaintiff and the Aggrieved Employees at the time of
6 separation from employment as required under California Labor Code §§ 201 and 202, including
7 meal premium pay and overtime pay. Labor Code §§ 201 and 202 require Defendants to pay their
8 employees all wages due, including without limitation vacation, immediately upon discharge or
9 within seventy-two (72) hours of voluntary separation of employment. Section 203 of the Labor
10 Code provides that if an employer willfully fails to timely pay such wages the employer must, as a
11 penalty, continue to pay the subject employee's wages until the back wages are paid in full or an
12 action is commenced.

13 **CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **DISCRIMINATION BASED ON ANCESTRY AND/OR NATIONAL** 16 **ORIGIN/ETHNICITY IN VIOLATION OF FEHA** 17 **(GOVT. CODE SECTION 12940 et seq.)** 18 **(Plaintiff Against Defendants and Does 1-25)**

19 79. Plaintiff realleges and incorporates by reference each and every allegation in the
20 preceding paragraphs as if they were fully set forth herein.

21 80. Neiman Marcus is an employer within the meaning of the California Fair
22 Employment and Housing Act, Govt. Code §12940 et seq. ("FEHA"). At all times mentioned in
23 this complaint, Neiman Marcus regularly employed five or more persons, bringing defendant
24 employers within the provisions of Gov. Code, §§ 12900 et seq. prohibiting employers or their
25 agents from discriminating against employees on the basis of ancestry, and/or national
26 origin/ethnicity.

27 81. FEHA and the corresponding regulations make it unlawful for an employer to
28 discriminate against an employee on the basis of ancestry, and/or national origin/ethnicity.

1 82. Plaintiff was an employee of Defendant Neiman Marcus at all relevant times.

2 83. Plaintiff is of Ukrainian origin and speaks Ukrainian, and is proficient in English
3 with a Ukrainian accent.

4 84. As set forth herein, Defendants discriminated against Plaintiff in the terms,
5 conditions, or privileges of employment on the basis of her ancestry, and/or national
6 origin/ethnicity. Plaintiff is informed and believes that her employment was terminated on the basis
7 of her ancestry, and/or national origin/ethnicity in violation of the law.

8 85. Plaintiff believes and alleges that her ancestry and /or national origin/ethnicity was
9 a substantial motivating factor in Defendants' decision to terminate her employment.

10 86. Defendants' conduct as alleged in this Complaint constitutes an unlawful
11 employment practice in violation of FEHA.

12 87. As a direct, foreseeable, and proximate result of Defendants' discriminatory acts,
13 Plaintiff has suffered and continues to suffer damages, including substantial economic and
14 noneconomic losses in earnings and job benefits, and has suffered and continues to suffer
15 humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's
16 damage in an amount to be proven at trial, but which is in excess of the minimum jurisdiction of
17 this court.

18 88. Defendants committed the acts described in this Complaint oppressively,
19 fraudulently, and maliciously, with the wrongful intention of injuring Plaintiff, and acted with an
20 improper and evil motive amounting to malice, in conscious disregard for Plaintiff's rights and thus
21 an award of exemplary and punitive damages is justified. Plaintiff is therefore entitled to recover
22 and herein prays for punitive damages.

23
24 **SECOND CAUSE OF ACTION**
25 **HARASSMENT BASED ON ANCESTRY, AND/OR NATIONAL ORIGIN/ETHNICITY,**
26 **IN VIOLATION OF FEHA**
27 **(GOVT. CODE SECTION 12940(j))**
28 **(Plaintiff Against Defendants and Does 1-25)**

29 89. Plaintiff realleges and incorporates by reference each and every allegation in the

preceding paragraphs as if they were fully set forth herein.

90. Under FEHA, an employer is strictly liable for harassment by a supervisor.

91. As set forth herein, Plaintiff was subject to harassing conduct, namely perpetrated by the Managers, on the basis of her national origin/ethnicity and/or ancestry.

92. The harassing conduct was severe and pervasive, and any reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile, intimidating, offensive, oppressive, or abusive.

93. Moreover, the Managers' harassment unreasonably interfered with Plaintiff's work performance by creating an intimidating, hostile, abusive, and/or offensive work environment.

94. Defendants failed to take immediate and appropriate corrective action to stop the harassing conduct.

95. The conduct of Defendants was a substantial factor in causing Plaintiff's harm.

96. Defendants' harassment of Plaintiff has caused her economic and noneconomic harm in an amount to be proven at trial, but which is in excess of the minimum jurisdiction of this Court. Plaintiff's damages include, but are not limited to, loss of earnings and benefits, humiliation, embarrassment, severe mental and emotional distress and discomfort.

97. Defendants committed the acts herein alleged oppressively and maliciously, with the wrongful intention to oppress, humiliate, and denigrate Plaintiff and were totally unjustified. Defendants acted with an improper and evil motive amounting to malice, in conscious disregard for Plaintiff's rights and thus an award of exemplary and punitive damages is justified. Plaintiff is therefore entitled to recover and herein prays for punitive damages.

**THIRD CAUSE OF ACTION
RETALIATION IN VIOLATION OF FEHA
(GOVT. CODE SECTION 12940(h))
(Plaintiff Against Defendants and Does 1-25)**

98. Plaintiff realleges and incorporates by reference each and every allegation in the preceding paragraphs as if they were fully set forth herein.

99. FEHA makes it unlawful for an employer to retaliate against an employee for,

1 among other things, engaging in protected activity such as resisting, objecting to, or complaining
2 about harassment or discrimination.

3 100. Plaintiff repeatedly engaged in protected activity by, including, but not limited to,
4 complaining to Defendants about the conduct described herein and her Managers' discriminatory
5 and harassing behavior that she believed was driven by their bias against her national origin and
6 accent.

7 101. After making these complaints, Defendants terminated Plaintiff for engaging in this
8 protected activity.

9 102. Defendants' unlawful and retaliatory conduct has caused Plaintiff economic and
10 noneconomic harm in an amount to be proven at trial, but which is in excess of the minimum
11 jurisdiction of this Court. Plaintiff's damages include, but are not limited to, loss of earnings and
12 benefits, humiliation, embarrassment, severe mental and emotional distress and discomfort.

13 103. Defendants committed the acts herein alleged oppressively and maliciously, with
14 the wrongful intention to oppress, humiliate, and denigrate Plaintiff and were totally unjustified.
15 Defendants acted with an improper and evil motive amounting to malice, in conscious disregard
16 for Plaintiff's rights and thus an award of exemplary and punitive damages. Plaintiff is therefore
17 entitled to recover and herein prays for punitive damages.
18

19 **FOURTH CAUSE OF ACTION**
20 **FAILURE TO TAKE REASONABLE STEPS TO PREVENT AND CORRECT**
21 **WRONGFUL BEHAVIOR IN THE WORKPLACE IN VIOLATION OF FEHA**
22 **(GOVT. CODE § 12940(k))**
23 **(Plaintiff Against Defendants and Does 1-25)**

24 104. Plaintiff realleges and incorporates by reference each and every allegation in the
25 preceding paragraphs as if they were fully set forth herein.

26 105. Plaintiff was subjected to discrimination and harassment on the basis of her national
27 origin. Additionally, Plaintiff was retaliated against because she complained about this
28 discrimination and harassment.

106. Defendants' failure to take all steps necessary to prevent discrimination, harassment, and retaliation from occurring has caused Plaintiff economic and noneconomic harm in an amount to be proven at trial, but which is in excess of the minimum jurisdiction of this Court. Plaintiff's damages include, but are not limited to, loss of earnings and benefits, humiliation, embarrassment, severe mental and emotional distress and discomfort.

107. Defendants' committed the acts herein alleged oppressively and maliciously, with the wrongful intention to oppress, humiliate, and denigrate Plaintiff and were totally unjustified. Defendant acted with an improper and evil motive amounting to malice, in conscious disregard for Plaintiff's rights and thus an award of exemplary and punitive damages. Plaintiff is therefore entitled to recover and herein prays for punitive damages.

FIFTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(Plaintiff Against Defendants and Does 1-25)

108. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

109. California law prohibits an employer from terminating an employee in violation of fundamental public policies. California maintains fundamental public policies prohibiting discrimination and harassment on the basis of national origin, prohibiting retaliation against employees who engage in protected activity, including, but not limited to, raising or opposing actual or perceived violations of law in the workplace without suffering from retaliation for doing so. These fundamental policies are codified under, inter alia, California Government Code § 12940, Article I, Section 8 of the California Constitution, 29 U.S.C. § 2615, and 42 U.S.C. § 2000e.

110. Plaintiff alleges that Defendant was motivated to terminate her employment on the basis of her national origin and/or her complaint about suffering discrimination and harassment by her Managers.

111. Defendants' wrongful termination in violation of public policy has caused Plaintiff economic and noneconomic harm in an amount to be proven at trial, but which is in excess of the

1 minimum jurisdiction of this Court. Plaintiff's damages include, but are not limited to, loss of
2 earnings and benefits, humiliation, embarrassment, severe mental and emotional distress and
3 discomfort.

4 112. Defendants' committed the acts herein alleged oppressively and maliciously, with
5 the wrongful intention to oppress, humiliate, and denigrate Plaintiff and were totally unjustified.
6 Defendants acted with an improper and evil motive amounting to malice, in conscious disregard
7 for Plaintiff's rights and thus an award of exemplary and punitive damages. Plaintiff is therefore
8 entitled to recover and herein prays for punitive damages.

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION**
11 **(Plaintiff Against Defendants and Does 1-25)**

12 113. Plaintiff incorporates by reference and realleges each and every allegation contained
13 above, as though fully set forth herein.

14 114. Labor Codes §§ 201 and 202 require employers to pay their employees all wages
15 earned and unpaid at the time of discharge that are due and payable immediately.

16 115. Section 203 of the Labor Code provides that if an employer willfully fails to timely
17 pay such wages the employer must, as a penalty, continue to pay the subject employee's wages
18 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30
19 days of wages.

20
21 116. Plaintiff is entitled to compensation for all forms of wages earned, but did not
22 receive such compensation at the time of discharge, therefore entitling her to Labor Code § 201
23 penalties.

24 117. Defendants terminated Plaintiff's employment on October 3, 2023 but she did not
25 receive her final paycheck until October 7, 2023.

26 ///

27 ///

1 118. Defendants failed to timely pay Plaintiff and, upon information and belief, Plaintiff
2 earned compensation at the time of termination despite their obligations under Labor Code 201 and
3 202.

4
5 119. In addition, Defendants continue to owe Plaintiff wages earned, including meal and
6 rest period premiums, overtime, and minimum wages as a result of her misclassification as an
7 exempt employee.

8 120. Plaintiff is thus entitled to wages as a penalty under Labor Code § 201, together with
9 interest thereon and attorneys' fees and costs.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**
12 **(Plaintiff Against Defendants and Does 1-25)**

13 121. Plaintiff incorporates by reference and realleges each and every allegation contained
14 above, as though fully set forth herein.

15 122. At all times relevant, Plaintiff was employed by Defendants as a non-exempt
16 employee who was misclassified as exempt. At all relevant times, she was not engaged in exempt
17 duties for over 50% of her working hours.

18 123. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
19 period of more than five (5) hours without providing a meal break of not less than thirty (30)
20 minutes in which the employee is relieved of all of his or her duties, except that when a work period
21 of not more than six (6) hours will complete the day's work the meal period may be waived by
22 mutual consent of the employer and employee.

23 124. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee
24 for a work period of more than ten (10) hours without providing a second meal break of not less
25 than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal
26 break may only be waived by mutual consent, and if the employee did not waive his or her first
27 meal period, and the employee's work day will not exceed twelve hours.

28 ///

125. On numerous occasions, Defendants failed to provide Plaintiff timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a shift.

126. On numerous occasions, Defendants also failed to provide Plaintiff timely and uninterrupted second meal periods of not less than thirty (30) minutes on shifts longer than ten hours.

127. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Plaintiff were not provided with legally required meal periods.

128. On information and belief, Plaintiff did not waive her right to meal periods under the law.

129. Plaintiff was not provided with valid lawful on-duty meal periods.

130. In addition, Plaintiff was not paid one hour of pay at her regular rate for each day that a first or second meal period was not lawfully provided.

131. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at time of trial.

132. Pursuant to Labor Code § 226.7, Plaintiff is entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. She is also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

133. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of premium wages in amounts to be determined at trial, and is entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287

EIGHTH CAUSE OF ACTION

FAILURE TO PROVIDE LAWFUL REST PERIODS (Plaintiff Against Defendants and Does 1-25)

134. Plaintiff incorporates by reference and realleges each and every allegation contained

1 above, as though fully set forth herein.

2 135. At all times relevant, Plaintiff was employed by Defendants as a non-exempt
3 employee who was misclassified as exempt.

4 136. Pursuant to the IWC wage orders applicable to Plaintiff's employment by
5 Defendants, "Every employer shall authorize and permit all employees to take rest periods, which
6 insofar as practicable shall be in the middle of each work period.... [The] authorized rest period
7 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
8 four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as
9 hours worked, for which there shall be no deduction from wages."

10 137. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
11 during any rest period mandated by an applicable order of the IWC.

12 138. Defendants were required to authorize and permit employees such as Plaintiff to
13 take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of
14 ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction
15 from wages.

16 139. Despite said requirements of the IWC wage orders applicable to Plaintiff's
17 employment with Defendants, Defendants failed and refused to authorize and permit Plaintiff to
18 take lawful, net ten (10) minute rest periods for every four (4) hours worked, or major fraction
19 thereof.
20

21 140. By their failure to authorize and permit Plaintiff to take a lawful, net ten (10) minute
22 rest period free from work duties every four (4) hours or major fraction thereof worked, including
23 failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total ten (10)
24 minute rest periods on days on which Plaintiff work(ed) a third rest period for shifts in excess of
25 ten (10) hours, and by their failure to provide compensation for such unprovided rest periods as
26 alleged herein, Defendants willfully violated the provisions of Labor Code sections 226.7 and the
27 applicable IWC Wage Order(s).

28 ///

141. Despite these violations, Defendants did not pay Plaintiff one additional hour of pay at her regular rate of pay for each day that a rest period violation occurred.

142. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

NINTH CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES (Plaintiff Against Defendants and Does 1-25)

143. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

144. At all times relevant, Plaintiff was employed by Defendants as a non-exempt employee who was misclassified as exempt.

145. Labor Code section 204 establishes the fundamental right of all employees in the State of California to be paid wages, including minimum wage, straight time and overtime, in a timely fashion for their work.

146. Labor Code section 1194(a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

147. Labor Code section 1197 provides: The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

148. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC

1 Wage Order(s).

2 149. The applicable Wage Orders and California Labor Code sections 1197 and 1182.12
3 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
4 state law.

5 150. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
6 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
7 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
8 equal to the unpaid wages and interest accrued thereon.

9 151. During all relevant periods, the California Labor Code and Wage Orders required
10 that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due
11 for all hours worked.

12 152. The IWC Wage Orders define "hours worked" as "the time during which an
13 employee is subject to the control of an employer, and includes all the time the employee is suffered
14 or permitted to work, whether or not required to do so."

15 153. At all times relevant, Plaintiff consistently worked hours for which she was not paid
16 because Defendants frequently required Plaintiff to work off the clock including but not limited to
17 performing various job duties during purported meal periods, and before and after scheduled shifts.

18 154. Plaintiff is informed and believes that Defendants were aware that Plaintiff was
19 working off the clock and that she should have been paid for this time.

20 155. Defendants' policy and practice of not paying all minimum wages violates
21 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
22 applicable Wage Orders 4-2001 and 7-2001.

23 156. Due to Defendants' violations of the California Labor Code and wage orders,
24 Plaintiff is entitled to recover from Defendant her unpaid wages, statutory penalties, reasonable
25 attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well as
26 liquidated damages.

27 ///

28 ///

TENTH CAUSE OF ACTION
FAILURE TO PAY OVERTIME OWED
(Plaintiff Against Defendants and Does 1-25)

157. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

158. At all times relevant, Plaintiff was employed by Defendants as a non-exempt employee who was misclassified as exempt.

159. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent Wage Orders 4-2001 and 7-2001 required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

160. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating her at a rate of one and one-half (1.5) times their regular rate of pay.

161. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

162. At all times relevant, Plaintiff consistently worked hours for which she was not paid because Plaintiff was required to work off the clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40) hours in a workweek and should have been paid at the overtime rate.

163. Plaintiff is informed and believes that Defendants were aware that Plaintiff was working off the clock and that she should have been paid for this time.

164. Defendants knew or should have known Plaintiff was undercompensated as a result of these practices.

165. Due to Defendant's violations of the California Labor Code, Plaintiff is entitled to recover from Defendants her unpaid overtime wages, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, statutory penalties, and liquidated damages.

ELEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING

EMPLOYMENT

(Plaintiff Against Defendants and Does 1-25)

166. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

167. At all times relevant, Plaintiff was employed by Defendants as a non-exempt employee who was misclassified as exempt.

168. Labor Code section 204 requires that all wages are due and payable twice in each calendar month.

169. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became due and payable to each employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled.

170. Defendants violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code.

171. Labor Code section 210 (a) provides that “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follow:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

1 (2) For each subsequent violation, or any willful or intentional violation, two hundred
2 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
3 unlawfully withheld.
4

5 172. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of wages
6 in amounts to be determined at trial, and is entitled to recovery of such amounts, penalties, plus
7 interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

8 **TWELFTH CAUSE OF ACTION**

9 **FAILURE TO PRODUCE PERSONNEL FILE UPON REQUEST**
10 **(Plaintiff Against Defendants and Does 1-25)**

11 173. Plaintiff realleges and incorporates by reference each and every allegation in the
12 preceding paragraphs as if they were fully set forth herein.

13 174. Pursuant to California Labor Code § 1198.5, every current and former employee has
14 the right to inspect and receive a copy of the personnel records that the employer maintains relating
15 to the employee's performance or to any grievance concerning the employee.

16 175. Plaintiff repeatedly asked for copies of and/or access to all file(s) regarding
17 Defendants' investigation into her written complaint. Additionally, she asked for any documents
18 related to her POP.

19 176. Defendants refused to produce these files in violation of California Labor Code §
20 1198.5.

21 177. As a direct and proximate result of Defendants' violation, Plaintiff has suffered
22 damages.

23 **THIRTEETH CAUSE OF ACTION**

24 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
25 **EMPLOYEE WAGE STATEMENT PROVISIONS**
26 **(Plaintiff Against Defendants and Does 1-25)**

27 178. Plaintiff repeats and incorporates herein by reference each and every allegation set
28 forth above, as though fully set forth herein.

1 179. Labor Code section 226(a) reads in pertinent part: “Every employer shall,
2 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
3 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately
4 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
5 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
6 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
7 the employee and only the last four digits of his or her social security number or an employee
8 identification number other than a social security number, (8) the name and address of the legal
9 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
10 and the corresponding number of hours worked at each hourly rate by the employee....”.

11 180. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
12 accurate information with respect to each employee including the following: (3) Time records
13 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
14 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
15 and applicable rates of pay....”

16 181. Labor Code section 1174 of the California also requires Defendants to maintain and
17 preserve, in a centralized location, among other items, records showing the names and addresses of
18 all employees employed and payroll records showing the hours worked daily by, and the wages
19 paid to, its employees. On information and belief and based thereon, Defendants have knowingly
20 and intentionally failed to comply with Labor Code section 1174, including by implementing the
21 policies and procedures and committing the violations alleged in the preceding causes of action and
22 herein. Defendants’ failure to comply with Labor Code section 1174 is unlawful pursuant to Labor
23 Code section 1175.

24 182. Defendants have failed to record many of the items delineated in applicable
25 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
26 including by virtue of the fact that each wage statement which failed to accurately compensate
27 Plaintiff for all hours worked and for missed and non-provided meal and rest periods, or which
28

1 failed to include compensation for all minimum wages earned or overtime hours worked, was an
2 inaccurate wage statement. In addition, the wage statements inaccurately stated total hours worked
3 and hours worked at each hourly wage rate.

4 183. On information and belief, Defendants failed to implement and preserve a lawful
5 record-keeping method to record all non-provided meal and rest periods owed to employees or all
6 hours worked, as required under California Labor Code section 226 and applicable California Wage
7 Orders. In order to determine if they had been paid the correct amount and rate for all hours worked,
8 Plaintiff has been compelled to try to discover the required information missing from his wage
9 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
10 the wage statements Defendants provided to them.

11 184. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
12 Wage Orders, Defendants did not furnish Plaintiff with an accurate itemized statement in writing
13 accurately reflecting all of the required information. Here, Plaintiff asserts the Defendants omitted
14 required information, failed to accurately include all applicable hourly rates on the wage statements
15 and the corresponding number of hours worked at such rates or hours paid at such rates. In addition,
16 Defendants have failed to provide accurate itemized wage statements as a consequence of the
17 above-specified violations for failure to accurately pay all wages owed, accurately record all hours
18 worked, and failure to pay meal and rest period premiums as required by law.

19 185. Moreover, upon information and belief, as a pattern and practice, in violation of
20 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not maintain accurate
21 records pertaining to the total hours worked for Defendants, including but not limited to, beginning
22 and ending of each work period, meal period, the total daily hours worked, and the total hours
23 worked per pay period and applicable rates of pay.

24 186. Plaintiff has suffered injury as a result of Defendants' failure to maintain accurate
25 records in that she was not timely provided written accurate itemized statements showing all
26 requisite information, and was misled by Defendants as to the correct information regarding various
27 items, including but not limited to total hours worked by the employee, net wages earned and all
28

1 applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate.

3 187. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
4 above, Plaintiff is entitled to recover up to a maximum of \$4,000.00, along with an award of costs
5 and reasonable attorneys' fees.

6
7 **FOURTEENTH CAUSE OF ACTION**
8 **VIOLATION OF THE UNFAIR COMPETITION LAW**
9 **(Plaintiff Against Defendants and Does 1-25)**

10 188. Plaintiff realleges and incorporates by reference each and every allegation in the
11 preceding paragraphs as if they were fully set forth herein.

12 189. Defendant is a business entity operating within the State of California and is
13 therefore subject to California's Unfair Competition Law, Bus. & Prof. Code § 17200 et seq.

14 190. Defendant's actions, as described herein, constitute unlawful, unfair, and fraudulent
15 business practices under California's Unfair Competition Law.

16 191. Defendants' discriminatory practices, failure to produce an employee file, and
17 failure to timely pay wages upon separation from employment, misclassification, failure to provide
18 meal and rest periods, among other violations, constitute unfair competition and unlawful business
19 practices.

20 192. As a direct and proximate result of Defendants' unfair competition and unlawful
21 business practices, Plaintiff has suffered injury in fact and has lost money or property.

22 **FIFTEENTH CAUSE OF ACTION**
23 **PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE**

24 **SECTION 2698 ET SEQ.**
25 **(Plaintiff Against Defendants and Does 1-25)**

26 193. Plaintiff incorporates by reference each and every paragraph above, and realleges
27 each and every allegation contained above as though fully set forth herein.

28 194. Plaintiff gave timely written notice by online submission to the LWDA and by

1 certified mail to Defendants of Defendants' violations of numerous provisions of the California
2 Labor Code and the IWC Wage Orders as alleged in this complaint. All fees were paid as required
3 by statute.

4 195. Plaintiff is an "aggrieved employee" as defined in Labor Code Section 2699(A), as
5 she was employed by Defendants during the statutory period and suffered one or more of the Labor
6 Code violations set forth herein. She seeks to recover for herself and all other current and former
7 aggrieved employees of Defendants the civil penalties provided by PAGA, plus reasonable
8 attorneys' fees and costs.

9 196. 65 days have passed, and no response has been received from the LWDA.
10 Accordingly, the LWAD has permitted Plaintiff to proceed in a representative capacity.

11 197. Plaintiff has exhausted all administrative procedures required of them under the
12 Labor Code §§2698, 2699, 2699.3, and as a result, is justified as a matter of right in bringing
13 forward this cause of action.

14 198. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties for
15 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint.

16 199. Plaintiff seeks to recover the PAGA civil penalties through a representative action
17 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
18 4th 969. Class certification of the PAGA claims is not required.

19 200. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover
20 civil penalties for which Defendants are liable due to numerous Labor Code and Wage Order
21 violations as set forth in this Complaint.

22 201. Specifically, Plaintiff, on behalf of herself and the Aggrieved Employees, seeks
23 penalties under Labor Code §2699, for, without limitation, the claims set forth herein, including:

24 a. Defendants' misclassification of the Aggrieved Exempt Employees in violation
25 Labor Code sections 1198, 515, and 516, and Wage Order 7-2001.

26 b. Defendants' failure to comply with the requirement of Labor Code §1182.12, 1194,
27 1197, 1198, and Wage Orders to pay at least minimum wage for every hour worked;
28

- 1 c. Defendants' failure to comply with the requirement of Labor Code §510, 1194,
2 1197, 1198, and Wage Orders to accurately pay all wages earned, including
3 overtime and reporting wages;
- 4 d. Defendants' failure to comply with the requirement of Labor Code §216 to pay
5 wages after demand was made;
- 6 e. Defendants' failure to comply with the requirement of Labor Code §§204 and 210
7 to pay, without condition and within the time set by the applicable article, all wages,
8 or parts thereof;
- 9 f. Defendants' failure to comply with the requirement of Labor Code §225.5 to pay
10 wages due;
- 11 g. Defendants' failure to comply with the requirement of Labor Code §§201 and 202
12 to pay wages due to former employees;
- 13 h. Defendants' failure to comply with the requirement of Labor Code §203 to pay
14 waiting time penalties to former employees;
- 15 i. Defendants' failure to comply with the requirement of Labor Code §226.7, 512,
16 1198, and IWC Wage Orders to provide timely, uninterrupted 30 minute off-duty
17 meal periods;
- 18 j. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198,
19 and IWC Wage Orders to pay one hour of premium pay at the regular rate for each
20 lawful meal break that was not provided;
- 21 k. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198,
22 and IWC Wage Orders to authorize and permit ten (10) minute rest breaks;
- 23 l. Defendants' failure to comply with the requirement of Labor Code §§226.7, 1198,
24 and IWC Wage Orders to pay one hour of premium pay at the regular rate for each
25 statutorily required rest break that was not lawfully authorized and permitted;
- 26 m. Defendants' failure to provide accurate compliant wage statements under Labor
27 Code section 226;
- 28

1 n. Defendants' failure to provide personnel records upon request in violation of Labor
2 Code section 1198.5.

3 o. Defendants' failure to maintain required records in violation of Labor Code §226,
4 1174, and Wage Orders.

5 202. Plaintiff seeks penalties on behalf of both the Aggrieved Employee subgroups
6 (aggrieved exempt and non-exempt employees) as set forth above unless explicitly indicated
7 otherwise.

8 203. Plaintiff seeks civil penalties for Defendants' violation of Labor Code provisions for
9 which a civil penalty is specifically provided, including but not limited to the following:

10 p. Pursuant to Labor Code §210, for violations of Labor Code §204, Defendants are
11 subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial
12 violation for each failure to pay each employee and two hundred (\$200) per
13 employee for violations in subsequent pay periods plus 25% of the amount
14 unlawfully withheld.

15 q. Pursuant to Labor Code §226.3, for violations of Labor Code §226 (a) Defendants
16 are subject to a civil penalty in the amount of two hundred and fifty dollars (\$250)
17 per aggrieved employee for the initial pay period where a violation occurs and one
18 thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay
19 period.

20 r. Pursuant to Labor Code §558(a), "[a]ny employer or other person acting on behalf
21 of an employer who violated, or causes to be violated, a section of this chapter or
22 any provisions regulating hours and days of work in any order of the Industrial
23 Welfare Commission," including Labor Code §§510 and 512, shall be subject to a
24 civil penalty, in addition to any other penalty provided by law, of fifty dollars (\$50)
25 for initial violations for each underpaid employee for each pay period for which the
26 employee was underpaid and one hundred dollars (\$100) for each subsequent
27 violation for each underpaid employee for each pay period for which the employee
28

1 was underpaid.

2 s. Pursuant to Labor Code §1174.5, for violations of Labor Code §1174(d), Defendants
3 are subject to a civil penalty of five hundred dollars (\$500).

4 t. Pursuant to Labor Code §1197.1, an employer who pays or causes to be paid to any
5 employee a wage less than the minimum fixed by an order of the commission, shall
6 be subject to a civil penalty as follows: for any initial violation that is intentionally
7 committed, one hundred dollars (\$100) for each underpaid employee for each pay
8 period for which the employee is underpaid; and for each subsequent violation of
9 the same offense, two hundred fifty dollars (\$250) for each underpaid employee for
10 each pay period for which the employee is underpaid regardless of whether the
11 initial violation was intentionally committed.

12 204. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under
13 Labor Code §§2698 et seq. and 2699 because of Defendants' violation of numerous provisions of
14 the California Labor Code and IWC Wage Orders.

15 205. Under Labor Code §2699, Plaintiff and Aggrieved Employees are entitled to \$100
16 for any initial violation and \$200 for all subsequent violations of the above-mentioned provisions
17 of the California Labor Code.

18 206. Under Labor Code §2699, Plaintiff and Aggrieved Employees should be awarded
19 twenty-five percent (25%) of all penalties due under California Law, interest, attorneys' fees and
20 costs.

21 207. Under Labor Code §2699, the State of California should be awarded seventy-five
22 percent (75%) of the penalties due under California Law.
23

24 ///

25 ///

26 ///

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays judgment against Defendants, jointly and severally, as
3 follows:

4 **On the First, Second, Third, and Fourth Causes of Action**

5 (Discrimination in violation of FEHA)

6 (Harassment based on national origin in violation of FEHA)

7 (Retaliation in violation of FEHA)

8 (Failure to take reasonable steps to prevent and correct wrongful behavior in the workplace in
9 violation of FEHA)

10 1. For general damages in excess of the jurisdictional minimum of this Court and
11 according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits
12 and other compensation, mental and emotional distress and pain and suffering;

13 2. For damages to compensate Plaintiff for any past, present, and future general
14 damages;

15 3. For compensatory damages in excess of the jurisdictional minimum of this Court
16 and according to proof, including without limitation lost wages and other economic losses;

17 4. For punitive damages;

18 5. For special damages according to proof;

19 6. For all applicable injunctive relief allowed by law;

20 7. For all statutory and civil penalties allowed by law, including the California Labor
21 Code, the California Code of Regulations, and the IWC Wage Orders;

22 8. For reasonable attorney fees pursuant to statute, as applicable;

23 9. For costs and expenses of suit incurred herein;

24 10. For prejudgment interest on all amounts claimed; and

25 11. For any other and further relief that the Court considers proper.

26 **On the Fifth Cause of Action**

27 (Wrongful termination in violation of public policy)

28 1. For general damages in excess of the jurisdictional minimum of this Court and

1 according to proof, including without limitation for lost wages, back pay, front pay, loss of benefits
2 and other compensation, mental and emotional distress and pain and suffering;

3 2. For damages to compensate Plaintiff for any past, present, and future general
4 damages;

5 3. For compensatory damages in excess of the jurisdictional minimum of this Court
6 and according to proof, including without limitation lost wages and other economic losses;

7 4. For punitive damages;

8 5. For special damages according to proof;

9 6. For all applicable injunctive relief allowed by law;

10 7. For reasonable attorney fees pursuant to statute, as applicable;

11 8. For costs and expenses of suit incurred herein;

12 9. For prejudgment interest on all amounts claimed; and

13 10. For any other and further relief that the Court considers proper.

14 **On the Sixth Cause of Action**

15 (Failure to Timely Pay Wages At Separation)

16 1. For unpaid wages;

17 2. For penalties pursuant to Labor Code § 203;

18 3. For interest;

19 4. For reasonable attorneys' fees and costs pursuant to statute; and

20 5. For such other and further relief as the Court deems proper.

21 **On the Seventh Cause of Action**

22 (Failure to Reimburse Necessary Expenses)

23 1. For unreimbursed sums;

24 2. For reasonable attorneys' fees and costs pursuant to statute;

25 3. For interest; and

26 4. For such other and further relief as the Court deems proper.

1 **On the Eighth Cause of Action**

2 (Failure to Provide Lawful Meal Periods)

- 3 1. For one (1) hour of premium pay for each day in which a required meal period was
4 not lawfully provided;
5 2. For reasonable attorneys' fees and costs pursuant to statute; and
6 3. For such other and further relief as the Court deems proper.

7 **On the Ninth Cause of Action**

8 (Failure to Authorize and Permit Lawful Rest Periods)

- 9 1. For one (1) hour of premium pay for each day in which a required rest period was
10 not lawfully authorized and permitted; and
11 2. For reasonable attorneys' fees and costs pursuant to statute; and
12 3. For such other and further relief as the Court deems proper.

13 **On the Tenth Cause of Action**

14 (Failure to pay minimum wages)

- 15 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
16 owed, as well as interest thereon,
17 2. Penalties according to statute,
18 3. Liquidated damages,
19 4. Reasonable attorneys' fees, and costs of suit;
20 5. For interest and
21 6. For such other and further relief as the Court deems proper.

22 **On the Eleventh Cause of Action**

23 (Failure to pay overtime)

- 24 1. For the unpaid balance of the full amount of any overtime wages owed, as well as
25 interest thereon,
26 2. Penalties according to statute,
27 3. Liquidated damages,
28 4. Reasonable attorneys' fees, and costs of suit;

1 5. For interest and

2 6. For such other and further relief as the Court deems proper.

3 **On the Twelfth Cause of Action**

4 (Failure to Timely Pay Wages Due and Payable During Employment)

5 1. For unpaid wages;

6 2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages
7 unlawfully withheld;

8 3. For interest;

9 4. For reasonable attorneys' fees and costs pursuant to statute; and

10 5. For such other and further relief as the Court deems proper.

11 **On the Thirteenth Cause of Action**

12 (Failure to produce personnel records upon request)

13 1. For penalties pursuant to Labor Code § 1198.5 and a \$750 fine;

14 2. For reasonable attorneys' fees and costs pursuant to statute; and

15 3. For such other and further relief as the Court deems proper.

16 **On the Fourteenth Cause of Action**

17 (Violation of the Unfair Competition Law)

18 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
19 sums to Plaintiff for the Defendants' past failure to pay minimum, overtime and regular wages, for
20 Defendants' past failure to reimburse necessary expenses, and for premium wages for meal and rest
21 periods that was not provided to Plaintiff over the last four (4) years in an amount according to
22 proof;

23 2. For reasonable attorneys' fees that Plaintiff is entitled to recover under California
24 Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197, 1198;

25 3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due
26 from the day that such amounts were due;

27 4. For costs of suit incurred herein that Plaintiff is entitled to recover under the Labor
28 Code; and

5. For such other and further relief as the Court deems proper.

On the Fifteenth Cause of Action

(Penalties Under the Private Attorney Generals Act, Labor Code section 2698 et seq.)

1. For penalties according to proof, pursuant to Labor Code §§2698 et seq. for the violations specified above;

2. For penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699(a) and (f);

3. For interest at the legal rate pursuant to Labor Code §§218.6, 1194, California Civil Code §§3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§1194, 226, 2699, and/or Code of Civil Procedure §1021.5, and/or any other applicable provisions providing for attorneys' fees and costs; and

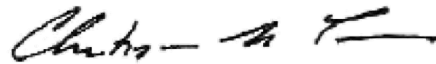
5. For such other and further relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on issues triable to a jury.

Date: February 9, 2024

EMPLAW, LLP



Christina M. Lucio
Mitchell J. Murray
Nicholas W. Schieffelin

Attorneys for Plaintiff LARISSA SKATCHKO on
behalf of herself and all others similarly situated

Exhibit A



Civil Rights Department

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

December 4, 2023

Christina Lucio
2235 Encinitas Blvd., Suite 210
Encinitas, CA 92024

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202312-22851904
Right to Sue: Skatchko / The Neiman Marcus Group LLC

Dear Christina Lucio:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

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

December 4, 2023

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202312-22851904
Right to Sue: Skatchko / The Neiman Marcus Group LLC

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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

December 4, 2023

Larissa Skatchko
139 Roadrunner
Irvine, CA 92603

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202312-22851904
Right to Sue: Skatchko / The Neiman Marcus Group LLC

Dear Larissa Skatchko:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective December 4, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department