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5 Attorneys for Plaintiffs,
BRITLYN DALE; REBECCA ROSENBERG;
6 MONIQUE RUIZ; and, LILA ZOOK

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA, UNLIMITED JURISDICTION
9 FOR THE COUNTY OF ORANGE

Judge Derek W. Hunt

11 BRITLYN DALE; REBECCA
ROSENBERG; MONIQUE RUIZ; and,
12 LILA ZOOK,

13 Plaintiffs,

14 vs.

15 SILVER LAKE TECH, dba VEGAN
NIRVANA; VEGANNIRVANA; DON
16 NGUYEN; THOMAS ALENBAUGH;
BINH NGUYEN; and, DOES 1 TO
17 100, inclusive,

18 Defendants.

CASE NO. 30-2019-01075505-CU-CR-CJC

COMPLAINT FOR DAMAGES, FOR: 1. FEHA HARASSMENT; 2. FEHA DISCRIMINATION; 3. FEHA RETALIATION; 4. FAILURE TO MAINTAIN FREE OF DISCRIMINATION/HARASSMENT; 5. AIDING AND ABETTING DISCRIMINATION; 6. LABOR CODE §1102.5 WHISTLE-BLOWER RETALIATION; 7. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY; 8. INVASION OF PRIVACY; 9. CIVIL "REVENGE PORN" LAW (CIVIL CODE §1708.85); 10. ILLEGAL RECORDING OF CONFIDENTIAL COMMUNICATIONS (PENAL CODE §632); 11. FAILURE TO PAY WAGES, MEALS AND OVERTIME; 12. CONVERSION OF TIPS; AND, 13. WAITING TIME PENALTIES FOR FAILURE TO PAY WAGES DUE AT THE TIME OF SEPARATION FROM EMPLOYER; AND, DEMAND FOR JURY TRIAL

25 Plaintiffs, BRITLYN DALE, REBECCA ROSENBERG, MONIQUE RUIZ, and,
26 LILA ZOOK, complain and allege as follows:

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1 **GENERAL ALLEGATIONS**

2 **PARTIES**

3 1. At all material times, Plaintiff BRITLYN DALE, (hereinafter, “DALE”), was
4 a resident of the State of California, and an adult female.

5 2. At all material times, Plaintiff REBECCA ROSENBERG, (hereinafter,
6 “ROSENBERG”), was a resident of the State of California, and an adult female.

7 3. At all material times, Plaintiff MONIQUE RUIZ, (hereinafter, “RUIZ”), was
8 a resident of the State of California, and an adult female.

9 4. At all material times, Plaintiff LILA ZOOK, (hereinafter, “ZOOK”), was a
10 resident of the State of California, and a female. While Plaintiff ZOOK is presently an adult,
11 at all times relevant to this complaint, with the exception of continuing damages and injuries,
12 she was a minor.

13 5. Plaintiffs DALE, ROSENBERG, RUIZ and ZOOK will hereinafter
14 individually and cumulatively be referred to as “PLAINTIFFS.”

15 6. At all material times relevant to the facts set forth herein, the PLAINTIFFS
16 were protected by discrimination laws, including but not limited to the California *Fair*
17 *Employment and Housing Act, Government Code §12900, et seq.*, (“FEHA”).

18 7. Each of the PLAINTIFFS is further informed and believes, and on the basis
19 of such information and belief, alleges that PLAINTIFFS were employed by the
20 EMPLOYER Defendants, as hereinafter defined, in Orange County, California, and the
21 Defendants’, and each of their, conduct hereinafter alleged occurred in said County and State.

22 8. Each of the PLAINTIFFS is further informed and believes, and on the basis
23 of such information and belief, alleges that the employment records at issue are located in
24 the County of Orange, State of California.

25 9. Each of the PLAINTIFFS is further informed and believes, and on the basis
26 of such information and belief, alleges that Defendant SILVER LAKE TECH, dba VEGAN
27 NIRVANA, (hereinafter, “SILVER LAKE”), is a California corporation, with its principal
28 place of business in the County of Orange, State of California, subject to suit under the

1 California *Fair Employment and Housing Act (FEHA)* [Gov. Code, § 12900 et seq.].

2 10. Each of the PLAINTIFFS is further informed and believes, and on the basis
3 of such information and belief, alleges that Defendant VEGAN NIRVANA, (hereinafter,
4 “NIRVANA”), is an unknown business entity, with its principal place of business in the
5 County of Orange, State of California, subject to suit under the California *Fair Employment*
6 *and Housing Act (FEHA)* [Gov. Code, § 12900 et seq.].

7 11. Each of the PLAINTIFFS is further informed and believes, and on the basis
8 of such information and belief, alleges that at all times herein mentioned Defendant DON
9 NGUYEN, (hereinafter, “D.NGUYEN”), is an adult male, and was and is a resident of the
10 County of Orange, State of California. Each of the PLAINTIFFS is further informed and
11 believes, and on the basis of such information and belief, alleges that at the relevant times
12 herein mentioned, Defendant D.NGUYEN was a CEO, sole Director and/or Owner, and
13 acting as a agent, owner and/or employee of each of the other Defendants. Further, Plaintiff
14 is informed and believes and on the basis of such information and belief alleges that
15 D.NGUYEN was also a supervisor and/or manager. Each of the PLAINTIFFS is further
16 informed and believes, and on the basis of such information and belief, alleges that
17 Defendant D.NGUYEN is a resident of the State of California, and the County of Orange.
18 Plaintiff is informed and believes that at all material times, defendant WATTON, was and
19 is a managerial employee of EMPLOYER, was a manager and/or supervisor of EMPLOYER,
20 and as such was a managing agent of EMPLOYER, and was acting at least in part within the
21 course and scope of his employment with EMPLOYER, and is subject to suit under the
22 California *Fair Employment and Housing Act (FEHA)* [Gov. Code, § 12900 et seq.].

23 12. SILVER LAKE, NIRVANA and D.NGUYEN are sometimes hereinafter
24 individually and collectively referred to herein as “EMPLOYER.”

25 13. Each of the PLAINTIFFS is further informed and believes, and on the basis
26 of such information and belief, alleges that at all times herein mentioned that the
27 EMPLOYER is and are the owners of the restaurant establishment named “Vegan Nirvana,”
28 (hereinafter, “RESTAURANT”), believed to be located at 7862 Warner Ave., Unit 110, in

1 City of Huntington Beach, County of Orange, California, and on information and belief,
2 having a Huntington Beach business license number of A287843.

3 14. PLAINTIFFS are further informed and believe, and on the basis of such
4 information and belief, alleges that at all times, Defendant THOMAS ALENBAUGH
5 (hereinafter, "ALENBAUGH"), is an adult male, and is and was employed by EMPLOYER
6 and RESTAURANT as a manager and/or supervisor, and on information and belief, a
7 personal friend of D.NGUYEN since before EMPLOYER and RESTAURANT were formed.
8 Plaintiff is informed and believes that Defendant ALENBAUGH is a resident of the State of
9 California, and the County of Orange. Plaintiff is informed and believes that at all material
10 times, Defendant ALENBAUGH, was and is a managerial employee of EMPLOYER, was
11 a manager and/or supervisor of EMPLOYER, and as such was a managing agent of
12 EMPLOYER, and was acting at least in part within the course and scope of his employment
13 with EMPLOYER, and is subject to suit under the California *Fair Employment and Housing*
14 *Act (FEHA)* [Gov. Code, § 12900 et seq.].

15 15. PLAINTIFFS are further informed and believe, and on the basis of such
16 information and belief, alleges that at all times, Defendant BINH NGUYEN,
17 ("B.NGUYEN"), is an adult male, and is and was employed by EMPLOYER and
18 RESTAURANT as a manager and/or supervisor, and on information and belief, is a cousin
19 of D.NGUYEN. Plaintiff is informed and believes that Defendant B.NGUYEN, is a resident
20 of the State of California, and the County of Orange. Plaintiff is informed and believes that
21 at all material times, Defendant B.NGUYEN, was and is a managerial employee of
22 EMPLOYER, was a manager and/or supervisor of EMPLOYER, and as such was a
23 managing agent of EMPLOYER, and was acting at least in part within the course and scope
24 of his employment with EMPLOYER, and is subject to suit under the California *Fair*
25 *Employment and Housing Act (FEHA)* [Gov. Code, § 12900 et seq.].

26 16. D.NGUYEN, ALENBAUGH and B.NGUYEN are sometimes individually and
27 collectively identified herein as "HARASSERS" and/or "INDIVIDUAL DEFENDANTS."

28 17. Plaintiff is informed and believes that each of the supervisors, managers, agents

1 and employees of EMPLOYER, including but not limited to the INDIVIDUAL
2 DEFENDANTS, in doing the things alleged herein, were acting at least in part within the
3 course and scope of his, her or its employment or agency with EMPLOYER.

4 18. The true names and capacities of the defendants named herein as DOES 1 TO
5 100, inclusive, (hereinafter, "DOES"), whether individual, corporate, associate, or otherwise,
6 are unknown to plaintiff who therefore sues such Defendants by fictitious names under
7 California Code of Civil Procedure §474. Plaintiff is informed and believes that the
8 Defendant DOES are California residents. Plaintiff will amend this Complaint to show such
9 true names and capacities when they have been determined. Plaintiff is informed and believes
10 and on that basis alleges that each of the fictitious DOES Defendants has participated in the
11 acts alleged in this complaint to have been done by the named defendants.

12 19. Herein, EMPLOYER, INDIVIDUAL DEFENDANTS and DOES will be
13 individually and collectively referred to as "DEFENDANTS," "Defendants" and/or
14 "Defendant."

15 20. Plaintiff is informed and believes that each Defendant was an agent of the other
16 Defendants and ratified the conduct of the other Defendants. In this regard, Plaintiff is
17 informed and believes and on that basis alleges that, at all relevant times, each of the
18 Defendants, whether named or fictitious, was the agent or employee of each of the other
19 Defendants, and in doing the things alleged to have been done in the complaint, acted within
20 the scope of such agency or employment, or ratified the acts of the others.

21 21. Plaintiff is informed and believes and on that basis alleges that Defendants, and
22 each of them, are, and at all relevant times were, employers of significantly more than five
23 persons and thus were defined as a covered "employer" under the FEHA, which requires only
24 one employee for jurisdiction under the anti-harassment laws or five employees for
25 jurisdiction under the anti-discrimination and anti-retaliation laws.

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1 **FACTUAL BACKGROUND**

2 22. All of the allegations described herein (1) occurred at EMPLOYER and
3 RESTAURANT, its adjacent sidewalk or apron, and/or adjacent business property, such as
4 its parking lot, unless specifically identified as having occurred at a different location, and
5 (2) were made while the identified PLAINTIFFS and HARASSERS were employed by
6 EMPLOYER and RESTAURANT and during EMPLOYER’s and RESTAURANT’s
7 business hours unless specifically identified as having occurred at a different time.

8 23. PLAINTIFFS suffered harassment, discrimination, retaliation and constructive
9 wrongful termination, including but not limited to, as follows:

10 24. ZOOK was hired at EMPLOYER and RESTAURANT as a non-exempt
11 employee in or about March 2017 when she was age 16. D.NGUYEN told ZOOK a few
12 months after he hired her that if she performed well, she could open a new Restaurant
13 location along with management salary and responsibilities. D.NGUYEN said this to ZOOK
14 to motivate her to work without statutory breaks and without complaining about other things,
15 but, based upon information and belief, D.NGUYEN never intended to open a new
16 Restaurant location with ZOOK as its original manager. At all times, ZOOK performed as
17 well or better than other employees with her training. Despite ZOOK’s equal or better
18 performance, D.NGUYEN, B.NGUYEN, ALENBAUGH, and other EMPLOYER and
19 RESTAURANT management would tell ZOOK that she lacked “speed and agility”
20 compared to male shift leads as a false excuse to prevent and delay ZOOK from getting
21 promotions, pay raises, and due credit for her earnest work, and to lull ZOOK into not
22 complaining. ZOOK was constructively terminated and was forced to quit as a result of the
23 sexual harassment described herein on or about August 5, 2018.

24 25. DALE was hired at EMPLOYER and RESTAURANT as a non-exempt
25 employee on or about July 2017, and was constructively terminated and forced to quit as a
26 result of the sexual harassment described herein on or about June 7, 2018.

27 26. ROSENBERG was hired at EMPLOYER and RESTAURANT as a non-
28 exempt employee in or about August 2017 and promoted to manager in or about January

1 2018. In or about late March 2018 ROSENBERG was promised a fifty-cent raise to be
2 effective in early April 2018. Before the raise took effect, ROSENBERG filed a formal
3 complaint with D.NGUYEN about *Labor Code* issues as well as about B.NGUYEN's
4 harassment as described herein. On information and belief, ROSENBERG's raise was
5 delayed by two months in retaliation for her filing the complaint. On and before July 15,
6 2018, ROSENBERG suffered great emotional stress due to all of her complaints described
7 herein that caused her anxiety attacks during work and off-the-clock. On or about July 15,
8 2018, ROSENBERG thought she was going to have cardiac arrest. Therefore, at that time,
9 she sought medical care and was prescribed Xanax to reduce anxiety. ROSENBERG was
10 constructively terminated and was forced to quit as a result of the sexual harassment
11 described herein on or about July 31, 2018.

12 27. RUIZ was hired at EMPLOYER and RESTAURANT as a non-exempt
13 employee on or about December 18, 2017, and was constructively terminated and forced to
14 quit as a result of the sexual harassment described herein on or about August 3, 2018.

15 28. Each of the PLAINTIFFS was required by EMPLOYER and RESTAURANT
16 to give their personal cell phone number for work-related phone calls and text messages.
17 Each of the PLAINTIFFS gave their personal cell phone number to EMPLOYER and
18 RESTAURANT exclusively for said purpose. However, none of the PLAINTIFFS consented
19 to any EMPLOYER or RESTAURANT manager or employee to use their cell phone number
20 for any purpose other than work-related phone calls or texts.

21 29. The EMPLOYER and RESTAURANT has a history of sexual harassment, both
22 prior, during and after PLAINTIFFS' employments with the EMPLOYER and
23 RESTAURANT. Between 2016 and 2018, several underage/minor and adult female
24 EMPLOYER and RESTAURANT employees were repeatedly victims of sexual harassment
25 by EMPLOYER and RESTAURANT, including but not limited to, ALENBAUGH and
26 B.NGUYEN. This sexual harassment included but was not limited to the victims (1) being
27 touched on their necks, shoulders, arms, hands, backs, waists, hips, butts, and legs, and (2)
28 being present during or the target of sexual conversation, questions, innuendos, and jokes.

1 These actions of ALENBAUGH and B.NGUYEN were done while ALENBAUGH and
2 B.NGUYEN were EMPLOYER and RESTAURANT managers and the victims' supervisors,
3 without consent of each victim to be sexually touched or present when ALENBAUGH or
4 B.NGUYEN were talking about sex. Further, these actions had no business purpose.

5 30. Further, in or about December 2017 through in or about January 2018, Madison
6 Shattles, ("MADISON"), a female EMPLOYER and RESTAURANT employee, quit as a
7 result of the sexual harassment described above and additionally as a result of B.NGUYEN
8 frequently inviting her out to social parties and offering to supply her with cocaine for *quid*
9 *pro quo* sex. MADISON refused each invitation and told B.NGUYEN to stop but
10 B.NGUYEN continued to try to get MADISON to get intoxicated and have sex with him.
11 MADISON quit due to B.NGUYEN's sexual harassment and EMPLOYER and
12 RESTAURANT's failure to investigate or discipline B.NGUYEN, or protect MADISON
13 from B.NGUYEN. MADISON's parent threatened D.NGUYEN, EMPLOYER and
14 RESTAURANT with a lawsuit if EMPLOYER and RESTAURANT did not rehire
15 MADISON and protect her from B.NGUYEN.

16 31. EMPLOYER and RESTAURANT management, including ALENBAUGH,
17 B.NGUYEN, and Collette Kim, ("COLLETTE"), an EMPLOYER and RESTAURANT
18 manager, who on information and belief, is also D.NGUYEN's sister and B.NGUYEN's
19 cousin, told EMPLOYER and RESTAURANT employees that MADISON was fired because
20 she was incompetent. B.NGUYEN told PLAINTIFFS that MADISON was "crazy, bipolar,
21 schizophrenic," that she was on brain-altering medications so she could not be believed, and
22 that she was rehired because she blackmailed D.NGUYEN.

23 32. MADISON was rehired and, based upon information and belief, D.NGUYEN
24 promised MADISON's parent to protect MADISON from B.NGUYEN. D.NGUYEN would
25 occasionally schedule MADISON to work night shifts with B.NGUYEN, and sometimes
26 alone with B.NGUYEN. MADISON was ostracized by other EMPLOYER and
27 RESTAURANT management and quit again shortly after she was rehired. MADISON then
28 permanently relocated outside the State of California.

1 33. During the entire time of PLAINTIFFS' employments, various managers,
2 supervisors and co-workers at EMPLOYER and RESTAURANT, including but not limited
3 to, both ALENBAUGH and B.NGUYEN, frequently talked about sex, including through
4 conversation, questions, jokes, and innuendo, in the presence of and directed at PLAINTIFFS
5 and other EMPLOYER and RESTAURANT employees. These sexual communications were
6 made by ALENBAUGH and/or B.NGUYEN in the presence of PLAINTIFFS at least
7 around five times daily.

8 34. For example, EMPLOYER and RESTAURANT managers, supervisors,
9 employees and/or coworkers, including but not limited to HARASSERS, and including but
10 not limited to ALENBAUGH and/or B.NGUYEN, said in the presence of and/or directed at
11 PLAINTIFFS: a) "The customer wants their salad tossed," was said with the verbal inflection
12 of a perverse joke, interpreted this to mean that the customer wanted her anus licked, which
13 is the slang meaning of wanting one's "salad tossed.;" b) "Do you want to grab my nuts,"
14 with a sexual verbal inflection. RUIZ interpreted this as a test to determine RUIZ's interest
15 in grabbing his testicles.; c) "Do you want to strip?" when preparing customer food orders
16 that contained faux-chicken strips. RUIZ interpreted this as a test to determine RUIZ's
17 interest in removing her clothes, RUIZ removing ALENBAUGH's and B.NGUYEN's
18 clothes, or RUIZ watching ALENBAUGH and B.NGUYEN removing their clothes.; d)
19 "Bubble butt." This was said by B.NGUYEN and directed at Restaurant female employees,
20 including ZOOK, ROSENBERG, DALE, and female customers.; e) "Nice pose." This was
21 said by B.NGUYEN to ROSENBERG several times when he looked at her breasts and butt
22 when she leaned over a table or counter.; f) That PLAINTIFFS looked "so sexy" in their
23 work uniforms.; g) An Lai, ("LAI"), an EMPLOYER and RESTAURANT manager, who,
24 on information and belief, is also a personal friend of D.NGUYEN, called ZOOK "Baby
25 girl," her nickname for ZOOK.; h) "Man, she's going to get me going to prison for underage
26 reasons." This was said by Esteban "Doe" ("E.DOE"), a Restaurant manager, as he watched
27 ZOOK walk by.; i) E.DOE asked B.NGUYEN "When does she turn eighteen?" E.DOE later
28 told this to ZOOK; and, j) "Oh, good, now we can start making a move on you," said by

1 ALENBAUGH to ROSENBERG when he believed that ROSENBERG separated from her
2 husband.

3 35. ALENBAUGH and B.NGUYEN, while in each others' presence, sometimes
4 goaded each other to make sexual communications and the two then made a series of sexual
5 communications. In so doing, ALENBAUGH and B.NGUYEN encouraged, endorsed, and
6 ratified the other making sexual communications while at the EMPLOYER and at the
7 RESTAURANT and among EMPLOYER and RESTAURANT employees.

8 36. And, based upon information and belief, on or before August 2017, through
9 on or about July 2018, HARASSERS, including but not limited to, ALENBAUGH and
10 B.NGUYEN, jointly or as a joint venture installed and maintained a video spy camera in the
11 sole women's restroom at EMPLOYER and RESTAURANT. The spy camera is actually or
12 is similar to a "HD 1080P Stealth Camera USB Wall Charger," (See
13 <https://youtu.be/C6d6qxYPvg4>), that is designed to look like an innocuous USB charger but
14 clandestinely records on a continuing basis or when triggered by a motion detector,
15 ("DEVICE"). The spy camera records to a memory chip that can be removed from the
16 camera and the video can then be transferred to any computer. Based upon information and
17 belief, HARASSERS, including but not limited to, ALENBAUGH and B.NGUYEN,
18 selected this spy camera because it looks like a USB charger and not a video camera, for
19 example, the camera lens looks like a small light typically found on USB chargers. Based
20 upon information and belief, HARASSERS, including but not limited to, ALENBAUGH and
21 B.NGUYEN, installed the spy camera in the women's restroom because they targeted women
22 for their sexual gratification and fantasies.

23 37. EMPLOYER and RESTAURANT's sole women's restroom is a single room
24 necessarily shared by all female employees and customers. It has one sink and one toilet
25 against opposite walls. The camera was plugged into the wall electrical socket by the sink
26 at waist-level and was pointed directly at the toilet. The restroom has no stalls or partitions
27 so the view from the camera to the toilet is unobstructed. Based upon information and belief,
28 ALENBAUGH and B.NGUYEN installed and pointed the camera at the toilet to record girls

1 and women of all ages, including PLAINTIFFS, remove their clothes, use the toilet, and do
2 other things that people do in the privacy of a restaurant restroom.

3 38. While PLAINTIFFS saw the DEVICE on multiple occasions, they reasonably
4 believed that it was an innocuous USB charger left in the women's restroom by an unknown
5 employee or customer. ALENBAUGH told PLAINTIFFS that there was a "Vegan Nirvana
6 Ghost" responsible for leaving the DEVICE because the DEVICE was frequently in the
7 women's restroom for nearly a year or longer and no one publicly claimed to own the
8 DEVICE. Based upon information and belief, the DEVICE was only seen in the women's
9 room in the evenings when the typical night managers, B.NGUYEN and/or ALENBAUGH
10 worked, and was not seen in the day. ALENBAUGH habitually did not clean the restrooms,
11 but on those nights when the spy camera was in the women's restroom, ALENBAUGH
12 would habitually clean the women's restroom. Based upon information and belief,
13 ALENBAUGH used this opportunity to copy videos saved to the DEVICE, i.e., saved to the
14 spy camera's memory chip.

15 39. Based upon information and belief, from on or before August 2017 until on or
16 about July 15, 2018, the DEVICE, i.e., the spy camera, filmed each of the PLAINTIFFS
17 using the restroom and changing in-and-out of work clothes ranging from dozens to hundreds
18 of times. Further, based upon information and belief, some, or all, of the PLAINTIFFS were
19 unknowingly filmed fully or partially nude while in the restroom when they used it to change
20 from casual to work clothes, or back from work clothes to casual clothes. Based upon
21 information and belief, HARASSERS, including but not limited to ALENBAUGH and/or
22 B.NGUYEN, downloaded and kept a copy of these videos and therefore have possession of
23 several hours of video depicting PLAINTIFFS fully and partially naked, toileting, and
24 engaged in other acts while believing they were in a private space. Based upon information
25 and belief, HARASSERS, including but not limited to, ALENBAUGH and/or B.NGUYEN,
26 have similar videos of other employees and customers, including minors, doing the same
27 things. Therefore, based upon information and belief, HARASSERS, including but not
28 limited to, ALENBAUGH and B.NGUYEN, have each made and are in possession of child

1 pornography, in that ZOOK, other EMPLOYER and RESTAURANT employees, and many
2 RESTAURANT customers were minors at the time of the filming.

3 40. On or about July 15, 2018, an EMPLOYER and RESTAURANT employee,
4 MEGHAN CURRAN, (“CURRAN”), discovered the USB charger was a spy camera and told
5 ZOOK. ZOOK, who was then working a night shift with ALENBAUGH and B.NGUYEN,
6 reported the spy camera to ALENBAUGH and B.NGUYEN. ALENBAUGH told ZOOK that
7 the spy camera had his fingerprints on it. ZOOK then told B.NGUYEN and ALENBAUGH
8 not to tinker with it because it might have evidence for police. B.NGUYEN then entered the
9 women’s restroom, pulled the spy camera out of the wall socket, tinkered with it, and walked
10 outside the RESTAURANT with it. B.NGUYEN stated that he found no memory card in the
11 camera so there was no reason to report the spy camera to the police. Several employees
12 asked if they could report the spy camera to the police, but ALENBAUGH and B.NGUYEN
13 each told the employees not to contact the police. B.NGUYEN claimed to take the spy
14 camera home with him that night.

15 41. The next day, ROSENBERG complained to D.NGUYEN that B.NGUYEN
16 took the spy camera home with him. D.NGUYEN told ROSENBERG that B.NGUYEN took
17 the camera home only to check whether it was in fact a spy camera. D.NGUYEN instructed
18 B.NGUYEN to return to work with the spy camera. B.NGUYEN removed the spy camera’s
19 memory chip and returned that day with the spy camera without the chip. B.NGUYEN said
20 that he did not take the spy camera home but he threw it in the public trash bins outside the
21 RESTAURANT on the previous day. CURRAN complained to Restaurant management,
22 including B.NGUYEN, that the spy camera was evidence and should not have been trashed.
23 B.NGUYEN said that the spy camera was probably no longer in the public trash bins so it
24 was futile to try to find it. EMPLOYER and RESTAURANT managers, including
25 ROSENBERG, insisted that B.NGUYEN should find the camera. B.NGUYEN left the
26 RESTAURANT and returned approximately thirty minutes later with the spy camera in a
27 RESTAURANT To-Go box. ROSENBERG took possession of the spy camera and stated
28 that she was going to give it to the police. ALENBAUGH directly and by attempting to

1 recruit other employees told and tried to discourage ROSENBERG from reporting the camera
2 to the police. Notwithstanding the discouragement, ROSENBERG subsequently made a
3 police report with the City of Huntington Beach Police Department. The police took
4 possession of the spy camera.

5 42. On several occasions, each of the PLAINTIFFS observed B.NGUYEN to
6 appear to be high on illegal narcotics or other drugs while at EMPLOYER and
7 RESTAURANT, including but not limited to him being sweaty, grinding his jaw, and making
8 erratic and jerky movements. PLAINTIFFS believe that B.NGUYEN was high on cocaine
9 or another narcotic as often as three times weekly. When B.NGUYEN was evidently high on
10 cocaine, each of the PLAINTIFFS felt uncomfortable and afraid that challenging or
11 disagreeing with him would result in verbal and physical abuse such as being yelled at,
12 unfairly criticized, or hit by him. COLLETTE and B.NGUYEN each told PLAINTIFFS that
13 B.NGUYEN used to be in a violent street gang, and, based upon information and belief, this
14 was said to PLAINTIFFS to make them fear and obey B.NGUYEN.

15 43. Each of the PLAINTIFFS observed B.NGUYEN smoking marijuana several
16 times each month in or adjacent to the RESTAURANT while he was on the clock and during
17 work breaks. Each of the PLAINTIFFS observed B.NGUYEN leave during his shift and be
18 absent from work for several hours without notice or permission from his supervisors, and
19 take restroom breaks for twenty minutes or longer while he was on the clock also without
20 evident notice or permission. Based upon information and belief, B.NGUYEN did this to
21 inflate his paycheck and possibly for other reasons. On information and belief, B.NGUYEN
22 would frequently use these long breaks to use cocaine or other controlled substances while
23 he was working for EMPLOYER and RESTAURANT. EMPLOYER and RESTAURANT
24 management, including D.NGUYEN, knew B.NGUYEN would come and go as he pleased.
25 Restaurant employees, including PLAINTIFFS, were not allowed to leave without notice nor
26 to take twenty-minute breaks in the restroom or anywhere.

27 44. Based upon information and belief, the EMPLOYER and RESTAURANT has
28 four or more internal closed-circuit security cameras. The cameras record the customer area

1 in the front of the RESTAURANT and the employee-only areas behind the sales counter and
2 in the kitchen.

3 45. On information and belief, the cameras were installed by B.NGUYEN, and
4 B.NGUYEN is principally or solely responsible for their operation and maintenance. Further,
5 on information and belief, B.NGUYEN has access to all EMPLOYER and RESTAURANT
6 cameras through software on his personal cell phone and on EMPLOYER and
7 RESTAURANT computers. On several occasions, PLAINTIFFS would observe B.NGUYEN
8 looking at his cell phone, from which PLAINTIFFS could see various areas of the
9 RESTAURANT through the cameras' vantage points.

10 46. On or before December 2017, when a customer left the RESTAURANT
11 without paying his bill, COLLETTE showed DALE a recording made by one of the internal
12 security cameras so that the two could attempt to preserve the video and identify the customer
13 by his face.

14 47. On or about December 2017, ROSENBERG told two EMPLOYER and
15 RESTAURANT employees when no other people were around that she believed
16 B.NGUYEN was high on cocaine. Later that day, B.NGUYEN showed ROSENBERG a
17 video recording on his cell phone of that conversation taken from one of the EMPLOYER
18 and RESTAURANT's security cameras. B.NGUYEN yelled at ROSENBERG for telling the
19 employees that she thought he was on drugs. On another occasion, when B.NGUYEN yelled
20 at ROSENBERG and caused her to cry, DALE observed B.NGUYEN at an EMPLOYER
21 and RESTAURANT computer watching a video recording of that incident and observed
22 B.NGUYEN laughing later while he watched the video recording.

23 48. On or about June 4, 2018, a RESTAURANT customer was attacked in the
24 RESTAURANT's parking lot. The RESTAURANT's cameras recorded the attack.
25 Huntington Beach Police Department sent police officers to investigate. LAI was notified by
26 an EMPLOYER and RESTAURANT employee that the officers wanted to talk to
27 management about the security cameras. LAI called D.NGUYEN and was instructed by
28 D.NGUYEN to tell the officers that the security cameras did not record anything and were

1 only used to deter crime. The officers asked LAI if the cameras recorded the attack.
2 Following D.NGUYEN's order, LAI lied and told the officers that the cameras do not work
3 and did not record anything. ROSENBERG asked LAI why he lied to the officers. LAI
4 responded that D.NGUYEN said it would be too much paperwork and that D.NGUYEN did
5 not want the officers "poking around" the EMPLOYER and RESTAURANT's security
6 system.

7 49. On or about April 2017, ZOOK came to work with a hickey, i.e., a skin
8 blemish, on her neck. D.NGUYEN asked ZOOK who gave her the hickey. ZOOK answered
9 that her girlfriend gave it to her. Around ten minutes later, D.NGUYEN surprised ZOOK and
10 grabbed her from the back of her neck, then forcefully pulled her back, and examined the
11 hickey. ZOOK attempted to remove herself from D.NGUYEN's grip but could not for
12 several seconds because he held her firmly and pulled her off balance.

13 50. On several occasions, throughout her employment with EMPLOYER and
14 RESTAURANT, D.NGUYEN would ask ZOOK questions of sexual nature, including but
15 not limited to if one of ZOOK's transgender friends was male or female. When ZOOK
16 responded that the friend was male, D.NGUYEN insisted, "But he's a girl."

17 51. B.NGUYEN told ZOOK that his ex-wife has a restraining order against him
18 and that he is not allowed to see his children. Including, but not limited to, as a result of this,
19 ZOOK was afraid of B.NGUYEN and believed that he would hurt her if she protested his
20 misconduct. ZOOK believed B.NGUYEN was sociopathic and could rape someone.

21 52. B.NGUYEN would occasionally call ZOOK and other employees, and invite
22 himself into their private off-the-clock activities. After ZOOK and other employees allowed
23 B.NGUYEN out twice with them, they became uncomfortable with him, and they did not
24 allow him thereafter, but he kept inviting himself. Then, ZOOK refused to allow
25 B.NGUYEN to include himself in her private time and affairs. On those occasions,
26 B.NGUYEN would retaliate against ZOOK by reducing her hours or changing her shifts in
27 punitive fashion, such as by requiring her to work a night shift beyond midnight and work
28 the morning shift on the next day, preventing her from getting a full night's sleep.

1 D.NGUYEN reduced ZOOK's hours and changed her shifts in order to retaliate against her
2 and punish her when D.NGUYEN was mad at her for not agreeing to his improper non-work
3 related requests. ZOOK was afraid to complain to B.NGUYEN for fear of being on his bad
4 said and being retaliated against further. B.NGUYEN did not stop, so ZOOK occasionally
5 allowed B.NGUYEN into her private time and affairs to avoid his retaliation.

6 53. B.NGUYEN identified ZOOK and ROSENBERG as friends. When
7 B.NGUYEN sought to retaliate against ROSENBERG, he would also punish ZOOK. For
8 example, on the occasion that B.NGUYEN accused ROSENBERG of breaking the air
9 freshener, B.NGUYEN changed ZOOK's schedule to a worse shift as a result. B.NGUYEN
10 eventually persuaded D.NGUYEN to schedule ZOOK and ROSENBERG on different days
11 and/or shifts, based upon information and belief, in order to prevent the two from supporting
12 each other, as B.NGUYEN believed that ROSENBERG defended and empowered ZOOK
13 to stand up for herself.

14 54. On several occasions, ALENBAUGH would put his hand on ZOOK's
15 shoulder, reach around ZOOK's back and neck to grab her opposite shoulder, and shake
16 ZOOK. On several occasions, ALENBAUGH would ask ZOOK sexual questions including
17 but not limited to whom she was dating and her sexual orientation. ZOOK would refuse to
18 discuss sexual topics with ALENBAUGH, she avoided him when he attempted to do so and
19 she was obviously uncomfortable about it, but he continued to ask persistently.
20 ALENBAUGH told ZOOK that many people came out to him as gay and then asked ZOOK
21 if she had a boyfriend.

22 55. On one occasion, ZOOK felt worn down by ALENBAUGH's persistence and
23 responded that she had a girlfriend. Then, ALENBAUGH asked ZOOK how long she knew
24 that she was gay; if she ever "played for the other team," which ZOOK interpreted as asking
25 if she ever had sex with a boy or man and ZOOK believed that ALENBAUGH was trying
26 to groom her to have sex with him; and if she was "just waiting for the right guy," which
27 ZOOK again believed was ALENBAUGH referencing himself or possibly another
28 Restaurant employee. ALENBAUGH then told ZOOK about his own sexual experiences

1 with men including sexual intercourse. ZOOK was shocked and humiliated at
2 ALENBAUGH's persistent sexual questions and afraid that he was attempting to lure her
3 into a sexual relationship. ZOOK told ALENBAUGH to stop talking about sex with her, to
4 keep their conversations professional, but ALENBAUGH ignored ZOOK's demands and
5 continued to ask her questions about sex.

6 56. On several occasions, ALENBAUGH would twirl a wet towel into a makeshift
7 whip and use the whip to slap ZOOK on her butt. Further, Scott "Doe," ("S.DOE"), a
8 restaurant manager, talked with other managers about which applicants to hire in ZOOK's
9 presence and S.DOE said he gave priority to the applicants that S.DOE thought and said were
10 "hot." ZOOK interpreted this to mean that she was hired because Restaurant male managers,
11 including S.DOE and including D.NGUYEN who hired her, thought she was hot and wanted
12 to look at her.

13 57. From on or about August 2017 until on or about January 2018, B.NGUYEN
14 touched ROSENBERG on her lower back, waist, hips, and butt an estimated twenty times
15 total without her consent and for no business purpose. During the same time period,
16 B.NGUYEN would make sexual comments, innuendos, and jokes to ROSENBERG several
17 times each day that the two worked together. ROSENBERG repeatedly told B.NGUYEN to
18 stop, and that she was married. B.NGUYEN refused to stop and did not stop.

19 58. When ROSENBERG was promoted to management, she was instructed by
20 ALENBAUGH to adjust B.NGUYEN's hours when B.NGUYEN took long breaks without
21 clocking out. ROSENBERG did this until B.NGUYEN falsely, and based upon information
22 and belief, in retaliation, told EMPLOYER and RESTAURANT employees that
23 ROSENBERG was lazy, slacked off, mistakes made were her fault such as if food was not
24 properly prepared when in fact other employees prepared the food, and that ROSENBERG
25 was unfair with and stole tips. On one occasion, after the spy camera was discovered,
26 ROSENBERG told EMPLOYER and RESTAURANT management that the air freshener in
27 the women's restroom could also be a spy camera because there was no air freshener in the
28 men's restroom. On information and belief, B.NGUYEN then broke the air freshener. Later

1 that day and without evidence, B.NGUYEN accused ROSENBERG of breaking the air
2 freshener. B.NGUYEN told ROSENBERG, “Break something, it’s out of your paycheck.”
3 ROSENBERG did not touch nor break the air freshener but was illegally forced to pay for
4 the air freshener out of her paycheck. On one occasion, when ROSENBERG had been
5 approved by ALENBAUGH to leave early for a school entrance exam, B.NGUYEN, based
6 upon information and belief, in further retaliation, left in the middle of the shift without leave
7 to force ROSENBERG to stay at work and miss her school entrance exam.

8 59. ROSENBERG reported B.NGUYEN’s misconduct to D.NGUYEN.
9 D.NGUYEN did not investigate but told ROSENBERG that “Binh is just a big kid,” and that
10 ROSENBERG would have to put up with it because she was a manager.

11 60. From on or about February 2018 through and until on or about July 2018,
12 B.NGUYEN touched RUIZ on her lower back, hips, waist and butt, also by purposefully
13 brushing his body against hers when there was space available for B.NGUYEN to pass by
14 without touching her, an estimated twenty times total without RUIZ’s consent and for no
15 business purpose. RUIZ was afraid of B.NGUYEN and believed he would hurt her if she
16 protested his misconduct. B.NGUYEN told RUIZ that his ex-wife had a restraining order
17 against him and that he was not allowed to see his children. RUIZ believed B.NGUYEN to
18 be sociopathic and that he viewed women as inferior.

19 61. B.NGUYEN would frequently call and text RUIZ despite not having RUIZ’s
20 permission to use her phone number for non-EMPLOYER, non-RESTAURANT business.
21 RUIZ was afraid of B.NGUYEN retaliating against her if she rebuffed his advances, despite
22 his advances causing RUIZ grief, stress, anguish, and emotional distress. These symptoms,
23 caused by RESPONDENTS, resulted in RUIZ suffering from insomnia, despair, emotional
24 distress and consequently missing opportunities in life such as spending less social time with
25 her son, boyfriend, and hobbies. B.NGUYEN would invite RUIZ out to dinner, say he
26 wanted to go to a concert or movie with her, or he would ask RUIZ to come over to his
27 house. RUIZ never agreed to meet B.NGUYEN away from work and never accepted his
28 offers. RUIZ felt forced to make excuses not to meet him and accept his offers, and

1 eventually blocked his phone number on her own phone to attempt to stop this form of
2 B.NGUYEN's sexual harassment.

3 62. On each night shift that RUIZ worked with B.NGUYEN, he would tell RUIZ
4 that he was attracted to her originally two to three times per shift and increasingly over time.
5 For example, B.NGUYEN told RUIZ things like, "You're so sexy," "Mmmm," "Nice Lips,"
6 and would compare RUIZ sexually to other female coworkers such as comparing their breast
7 sizes. B.NGUYEN asked RUIZ if she had a boyfriend, and when RUIZ responded that she
8 did, B.NGUYEN told RUIZ that he could be her "spare" or "back-up boyfriend." On one
9 occasion, B.NGUYEN suggested to RUIZ that whenever she showered after work, she
10 should call B.NGUYEN through a phone video application that would allow B.NGUYEN
11 to see RUIZ naked. B.NGUYEN would frequently stop and stare at RUIZ, and sometimes
12 block her path when she wanted to pass by him. B.NGUYEN's conduct caused RUIZ much
13 stress and anguish, and made it difficult for RUIZ to concentrate at work.

14 63. On several occasions, B.NGUYEN told RUIZ that she would be the next lead
15 chef. RUIZ interpreted this to mean that if she did not complain about B.NGUYEN's
16 misconduct, he would ensure that she was promoted. After several months of RUIZ avoiding
17 B.NGUYEN's advances, and telling him to stop making advances, B.NGUYEN retaliated
18 against RUIZ and the work environment became significantly worse. B.NGUYEN would
19 take away RUIZ's normal job responsibilities and give her lesser tasks (dishes, repetitive
20 prep work), antagonize and humiliate RUIZ in front of other employees, speak negatively
21 about her to other employees, and continue to sexually harass RUIZ during work hours.

22 64. In or about May 2018, at the end of RUIZ's night shift at approximately 1:00
23 a.m., B.NGUYEN walked with her to her car. RUIZ was wearing her uniform apron with its
24 heavy cloth strings untied. When the two were at RUIZ's car, B.NGUYEN grabbed the
25 bottom of the apron and pulled RUIZ toward him. RUIZ resisted being pulled toward
26 B.NGUYEN and forcefully leaned away from him. B.NGUYEN then suddenly released the
27 apron, causing RUIZ to stumble and nearly fall before regaining her balance, and caused
28 injury and bruising to RUIZ's neck. After this incident, RUIZ was forced to park in a

1 different and more distant parking lot and refused to allow B.NGUYEN to walk her to her
2 car.

3 65. On or about June 8, 2018, RUIZ made a batch of chocolate for a
4 RESTAURANT dessert. RUIZ mixed the chocolate with a baking paddle and asked several
5 employees to taste the chocolate to ensure it was made correctly. ALENBAUGH
6 volunteered. While RUIZ held the paddle handle, ALENBAUGH opened his mouth and
7 inserted the paddle blade into his mouth, then bobbed his head up and down on the blade and
8 moaned, which RUIZ reasonably interpreted as ALENBAUGH pretending to be sexually
9 stimulated. After ALENBAUGH removed his face from the blade, he said to the group of
10 witnessing employees including RUIZ, "Oh, yah, this is so good. I like the chocolate." Later,
11 on the same day, while RUIZ and other employees were present, B.NGUYEN said to
12 ALENBAUGH, "I heard you liked the chocolate." ALENBAUGH responded, "Oh, it was
13 too big for me. I can only take six inches." RUIZ reasonably interpreted ALENBAUGH's
14 statement to mean he pretended the paddle was a penis that was too large for him to enjoy.

15 66. On or about June 22, 2018, ALENBAUGH was RUIZ's manager and
16 supervisor. That night, ALENBAUGH stood behind RUIZ, held a flattened cardboard box,
17 and ran the cardboard along the inside of her thigh, up to her perineum (the space between
18 her genitals and coccyx), and up along her gluteal cleft (the space between her butt cheeks).
19 RUIZ turned around to see ALENBAUGH with the folded box in his hand. RUIZ
20 complained and objected to ALENBAUGH that he touched her inside thigh, genitals, and
21 butt. RUIZ left before the end of her shift due to anxiety, humiliation, and stress caused by
22 ALENBAUGH touching her. Then, ALENBAUGH pulled RUIZ into a private location,
23 laughed about the incident, said to RUIZ that his touching her body with the folded box was
24 no big deal, and that RUIZ was taking the incident too seriously.

25 67. RUIZ reported ALENBAUGH's actions to B.NGUYEN as her manager.
26 B.NGUYEN said that he would investigate the incident. B.NGUYEN later told RUIZ that
27 he would find video of the incident taken from the EMPLOYER and RESTAURANT's
28 internal security cameras. B.NGUYEN told ALENBAUGH that he found and saved the

1 video. RUIZ asked to see the video but B.NGUYEN refused. Other than finding the video,
2 B.NGUYEN, EMPLOYER and RESTAURANT failed to investigate. B.NGUYEN,
3 EMPLOYER and RESTAURANT failed to take any action against ALENBAUGH.

4 68. RUIZ later reported ALENBAUGH's actions to AN. AN, EMPLOYER and
5 RESTAURANT failed to investigate or take any action against ALENBAUGH. Then, RUIZ
6 later reported ALENBAUGH's actions to D.NGUYEN. D.NGUYEN told RUIZ that her
7 allegations "are no big deal [...] ALENBAUGH is a big kid [...] ALENBAUGH is
8 harmless," and instructed RUIZ to resolve her complaint with ALENBAUGH. D.NGUYEN,
9 EMPLOYER and RESTAURANT failed to investigate or take any action against
10 ALENBAUGH. Further, D.NGUYEN, EMPLOYER and RESTAURANT failed to take any
11 action against B.NGUYEN or LAI for failing to investigate.

12 69. After the incident, RUIZ requested D.NGUYEN to move her to the morning
13 shift so that she would not have to work with ALENBAUGH or B.NGUYEN. D.NGUYEN
14 refused to honor RUIZ's request. Instead, B.NGUYEN would frequently and deliberately
15 persuade D.NGUYEN to schedule RUIZ, ALENBAUGH and B.NGUYEN to work together
16 on the night shift and thereby force the three to work together and to close the Restaurant
17 together. RUIZ complained to D.NGUYEN because he would frequently schedule her,
18 ALENBAUGH and B.NGUYEN to work together. B.NGUYEN responded that he thought
19 it was "funny" that he could force the two to work together after knowing of RUIZ's
20 allegations of sexual harassment against ALENBAUGH.

21 70. On or about July 3, 2018, D.NGUYEN met with RUIZ and told her: 1) The
22 Restaurant cameras do not work; 2) The Restaurant cameras were installed only for show;
23 3) Restaurant management, including himself, was angry with RUIZ for complaining that
24 ALENBAUGH touched her inside thigh, genitals, and butt; and, 4) If she did not withdraw
25 her complaint that she would be fired.

26 71. RUIZ continued to feel anxiety, humiliation, and emotional stress due to
27 ALENBAUGH touching her, worried about being touched by ALENBAUGH again, and was
28 afraid that if she escalated the incident to outside authorities that D.NGUYEN,

1 ALLENBAUGH, or B.NGUYEN would retaliate against her, such as by having her fired or
2 reducing her hours or pay. D.NGUYEN, ALLENBAUGH, and B.NGUYEN knew that RUIZ
3 was a single mother and that she could not afford any reduction in pay, and RUIZ believed
4 that D.NGUYEN, ALLENBAUGH, and B.NGUYEN would use this information as leverage
5 to control her.

6 72. D.NGUYEN had instructed RUIZ to handle disputes with B.NGUYEN and
7 ALLENBAUGH directly. On or about July 9, 2018, RUIZ sent B.NGUYEN and
8 ALLENBAUGH a formal complaint about their conduct, including but not limited to the
9 sexual harassment described herein, and requested B.NGUYEN and ALLENBAUGH to stop
10 harassing her. RUIZ also sent copies to D.NGUYEN. That night B.NGUYEN became angry
11 at RUIZ for sending the letters and falsely told one or more EMPLOYER and
12 RESTAURANT employees that RUIZ was a “psycho bitch,” that she lied about the box
13 incident with ALLENBAUGH, and any allegations made about either B.NGUYEN or
14 ALLENBAUGH, that RUIZ was trying to take control of the kitchen by getting
15 ALLENBAUGH and B.NGUYEN fired, and that RUIZ was trying to manipulate D.NGUYEN
16 to transfer her to the day shift. B.NGUYEN falsely and publicly accused RUIZ of wanting
17 to have sex with a minor employee, which based upon information and belief, was in
18 retaliation for RUIZ having sent the complaint letters to ALLENBAUGH and D.NGUYEN.
19 RUIZ believed and believes that B.NGUYEN’s anger and false accusations were intended
20 to cause RUIZ to withdraw her complaint.

21 73. On several occasions, B.NGUYEN touched DALE on her front, arms, sides,
22 and back, including her breasts and butt, by purposefully brushing his body against hers when
23 there was space available for B.NGUYEN to pass by without touching her. On several
24 occasions, B.NGUYEN said before or after touching DALE that he could not get past her
25 “bubble butt.” B.NGUYEN would occasionally grab DALE by her sides and purposefully
26 push and move her several inches before walking by her despite there being plenty of space
27 to walk by. DALE never consented to B.NGUYEN touching her.

28 ///

1 74. On several occasions, sometimes daily for weeks, B.NGUYEN would tell
2 DALE that he was attracted to her. For example, on several occasions, B.NGUYEN told
3 DALE, “Damn, you look so good.” B.NGUYEN asked DALE to “jump up and down” so that
4 he could watch her breasts move. On several occasions, B.NGUYEN instructed DALE to
5 grab something from lower shelves and when she turned around, she found him staring at her
6 butt from that position.

7 75. On several occasions, B.NGUYEN told DALE that she will be the next chef.
8 DALE interpreted this to mean that if she did not complain about B.NGUYEN’s misconduct,
9 he would ensure that she was promoted.

10 76. DALE never consented to B.NGUYEN to contact her by phone for anything
11 except business purposes. However, when DALE was not working at Restaurant,
12 B.NGUYEN called DALE to ask her out on dates at least approximately eight times. On
13 these occasions, B.NGUYEN invited DALE to go to a bar to drink alcohol, offered to buy
14 her alcohol, offered to buy her cocaine, and told her that everyone likes cocaine because it’s
15 a party drug. B.NGUYEN repeatedly asked DALE what she liked to do as an excuse for
16 B.NGUYEN to ask DALE out on dates to do these things together. On several occasions,
17 B.NGUYEN asked DALE and MADISON to go to a motel room with B.NGUYEN where
18 he would supply them with tequila and cocaine, saying they would have “a good time.”

19 77. DALE repeatedly refused to meet B.NGUYEN away from work and repeatedly
20 refused his offers of alcohol and cocaine. After several months of DALE rejecting
21 B.NGUYEN’s advances, B.NGUYEN retaliated against DALE by picking fights with her
22 at the RESTAURANT, such as by arguing with her about how to cook certain
23 RESTAURANT dishes despite DALE being fully trained and competent to cook said dishes.
24 For example, on one occasion, DALE developed a more effective method for breading a
25 faux-shrimp dish. B.NGUYEN argued with DALE that she was preparing the dish wrong,
26 but B.NGUYEN later announced to all employees that he, not DALE, discovered a better
27 way to prepare the dish and employees were then expected to follow B.NGUYEN’s method.
28 B.NGUYEN also harassed DALE with a punishing work schedule as described herein.

1 B.NGUYEN falsely told other managers, including LAI that DALE was “lazy,” “not a hard
2 worker,” and that when things went wrong due to another person’s neglect or oversight,
3 B.NGUYEN said it was DALE’s fault. B.NGUYEN also harassed DALE with name calling
4 while they were at work, such as calling her “Bitch-lyn” instead of Britlyn. B.NGUYEN and
5 AN harassed DALE by contradicting what other managers instructed DALE to do, such as
6 on one occasion when COLLETTE told DALE to take inventory, but B.NGUYEN and AN
7 instructed DALE not to take inventory. In these ways, male managers such as B.NGUYEN
8 and AN harassed and sabotaged DALE because DALE is a woman and because DALE
9 refused to socialize, date, and have drug-induced parties with B.NGUYEN.

10 78. DALE complained to AN that B.NGUYEN asked her out on dates, offered her
11 alcohol, offered her cocaine, and was consistently harassing her. AN only advised DALE to
12 ignore B.NGUYEN because he was “like a big kid” and shouldn’t be taken seriously.

13 79. DALE requested that D.NGUYEN schedule her only on day shifts because she
14 bicycled to work and did not feel safe bicycling at night, as a way to avoid working the same
15 shifts as B.NGUYEN.

16 80. DALE complained to D.NGUYEN saying that she would like to have a
17 conversation with him about what had been happening at the RESTAURANT. DALE
18 explained to D.NGUYEN her complaints herein. D.NGUYEN said to DALE that
19 B.NGUYEN and AN did not do anything wrong, said that DALE was lazy and egotistical,
20 told DALE she “thinks she’s the shit, and no one can tell her what to do,” told DALE that
21 she was “a pussy, a drama queen, a cry baby millennial,” that DALE started problems
22 because she likes attention, and complained that DALE’s text messages describing
23 B.NGUYEN’s and AN’s misconduct were “too long” for him to “bother reading.”
24 D.NGUYEN told DALE that he “does not have time for that shit.” D.NGUYEN told DALE
25 that if she could not handle the work environment that she should quit. D.NGUYEN drove
26 DALE to tears and DALE was constructively terminated and forced to quit that day, on or
27 about June 7, 2018.

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1 81. DALE never consented to ALENBAUGH to have or use her phone number for
2 anything except business purposes. On one occasion, ALENBAUGH told DALE that four
3 women at a Restaurant table were staring at DALE, and that ALENBAUGH wanted to give
4 them DALE's number. ALENBAUGH then went to the table, spoke with the women, and
5 returned to DALE with a phone number on a slip of paper. ALENBAUGH said that he gave
6 them DALE's number and one of the women wrote her number down on the paper for
7 DALE. On the same day and repeatedly on later days, ALENBAUGH asked DALE, "Are
8 you going to call her," "Have you met up with her," "Have you done anything with her yet,"
9 and "I didn't get you her number for nothing." DALE reasonably interpreted these actions
10 to mean that ALENBAUGH wanted DALE to have a sexual encounter with one or more of
11 those women and ALENBAUGH wanted to hear about it for his own vicarious sexual
12 gratification. DALE told ALENBAUGH to stop talking with her about this and any sexual
13 subject but ALENBAUGH continued to harass DALE with this and other sexual questions,
14 innuendos, and jokes. For example, ALENBAUGH repeatedly told DALE, "I know you're
15 into girls," and, "I know you find girls attractive."

16 82. Neither ALENBAUGH and B.NGUYEN, nor any other EMPLOYER or
17 RESTAURANT employee, have been disciplined or sanctioned by D.NGUYEN,
18 EMPLOYER or RESTAURANT management in any manner for any action or behavior
19 described herein. Further, EMPLOYER and RESTAURANT does not: a) Distribute any
20 sexual harassment training material or writing as required by *Government Code* §12950
21 (including the DFEH-185 brochure), b) Have a policy to prevent harassment, discrimination,
22 or retaliation, c) Have a process for its employees to complain about harassment,
23 discrimination, or retaliation, d) Have a complaint mechanism that allows its employees not
24 to complain directly to their immediate supervisor, e) Instruct supervisors to report
25 complaints of misconduct to a designated company representative, f) Inform its employees
26 that it will conduct a fair, timely, and thorough investigation of allegations of misconduct,
27 g) Inform its employees that complaints will be kept confidential to the extent possible, or,
28 h) Inform its employees that they will not be exposed to retaliation as a result of lodging a

1 complaint or participating in any workplace investigation.

2 83. D.NGUYEN told PLAINTIFFS that EMPLOYER and RESTAURANT did not
3 have sexual harassment training because it involved too much paperwork and only big
4 corporations train their managers about sexual harassment. EMPLOYER and
5 RESTAURANT even failed to adopt or enact any of these requirements several months after
6 PLAINTIFFS were forced to quit working for EMPLOYER and RESTAURANT, and, on
7 information and belief, remains without any of these requirements as of the current date.

8 84. The failure of EMPLOYER and RESTAURANT to have a policy that prohibits
9 harassment, discrimination, or retaliation, coupled with EMPLOYER and RESTAURANT
10 management's knowing involvement in said harassment, discrimination, and retaliation as
11 complained about herein, amounts to a *de facto* EMPLOYER and RESTAURANT policy
12 that encourages and endorses harassment, discrimination, and retaliation.

13 85. Neither the PLAINTIFFS, nor, on information and belief, the HARASSERS
14 or any other EMPLOYER or RESTAURANT employee or manager, were ever asked or
15 required to take any form of sexual harassment training, or has any of the PLAINTIFFS
16 observed the EMPLOYER or RESTAURANT asking or requiring any staff of the same, nor
17 on information and belief, has EMPLOYER nor RESTAURANT caused or required
18 RESPONDENTS, or any other staff, including but not limited to, HARASSERS, to learn
19 about prohibitions of sexual harassment in the workplace.

20 86. PLAINTIFFS each were hired by and paid wages as non-exempt employees
21 by EMPLOYER and RESTAURANT. Restaurant management, including D.NGUYEN, told
22 PLAINTIFFS that they could not take a lunch break unless they worked eight hours, and
23 Restaurant management routinely denied PLAINTIFFS of statutory lunch breaks for work
24 shifts of six hours or longer. Similarly, Restaurant management, including D.NGUYEN, told
25 PLAINTIFFS that they were only allowed to take one ten-minute break per shift regardless
26 of the length of the shift, and Restaurant management routinely denied PLAINTIFFS of some
27 or all of their statutory ten-minute breaks regardless of the length of the shift. B.NGUYEN
28 regularly told Restaurant employees that they should not ask for lunch or ten-minute breaks

1 because they would be paid more (due to not clocking out) and they would be seen by
2 D.NGUYEN as hard workers and therefore be promoted faster.

3 87. ROSENBERG was denied an estimated 160 ten-minute breaks between August
4 2017 and January 2018, and an estimated [50%] from February 2018 until July 31, 2018.
5 ROSENBERG was denied approximately forty lunch breaks between August 2017 and
6 January 2018, and [20%] from February 2018 until July 31, 2018. ROSENBERG was
7 constructively terminated and forced to quit on or about July 31, 2018, did not secret herself,
8 and was not sent her final paycheck until on or about August 20, 2018, in violation of *Labor*
9 *Code* §203.

10 88. EMPLOYER and RESTAURANT pools its servers' tips and distributes them
11 among employees. Restaurant sets a day pool for all tips between when the business opens
12 and 5:15 p.m., and a night pool for all tips between 5:00 p.m. and when the business closes.
13 ROSENBERG typically worked from 9:00 a.m. until 5:15 p.m., and was sometimes
14 instructed by her managers to stay up to three hours later. ROSENBERG is therefore entitled
15 to her share of all tips collected in the day pool, the first fifteen minutes of the night pool, and
16 sometimes up to the first three hours of the night pool. Restaurant did not allow and never
17 paid ROSENBERG any of her tips from the first fifteen minutes of the night pool.
18 ROSENBERG estimates that Restaurant failed to pay her five hundred dollars (\$500.00) due
19 to its policy and practice of not paying day employees any tips from night pool hours.

20 89. ALENBAUGH was principally responsible for dividing tips among
21 EMPLOYER and RESTAURANT employees. ALENBAUGH's and therefore EMPLOYER
22 and RESTAURANT's custom often omitted ROSENBERG and other similarly situated
23 employees whose day shift hours overlapped into the night shift hours from collecting any
24 night pool tips to maximize tips for himself and B.NGUYEN, as ALENBAUGH and
25 B.NGUYEN typically worked the night shift. B.NGUYEN knew of ALENBAUGH's custom
26 and endorsed or ratified it because he profited from it and failed to correct it.

27 90. ROSENBERG occasionally worked the night shift instead of or in addition to
28 the day shift. On these days, EMPLOYER and RESTAURANT management, including

1 COLLETTE, instructed ROSENBERG to clock-out at 1:00 a.m. despite their knowing that
2 ROSENBERG worked after 1:00 a.m. COLLETTE occasionally clocked ROSENBERG out
3 before ROSENBERG finished her work. COLLETTE wrongfully told ROSENBERG that
4 ROSENBERG was not entitled to overtime pay for working more than eight hours per day,
5 rather she was only entitled to overtime pay for working more than forty hours per week.
6 ROSENBERG worked approximately 25 hours without pay in this manner.

7 In or about late March 2018, ROSENBERG was promised a fifty-cent raise to be
8 effective in early April 2018. Before the raise took effect, ROSENBERG occasionally
9 observed B.NGUYEN not clocking out when he would take breaks and believed that
10 B.NGUYEN was taking more than his fair share of tips from the tipping pool. ROSENBERG
11 filed a formal complaint with D.NGUYEN about these two issues as well as about
12 B.NGUYEN's harassment as described herein. On information and belief, ROSENBERG's
13 raise was delayed by two months, including but not limited to, in retaliation for her filing the
14 complaint.

15 91. RUIZ was employed for approximately thirty weeks composed of four days
16 weekly of six or more hours daily. During this time, Restaurant was required to allow RUIZ
17 to take approximately 240 ten-minute work breaks but only allowed RUIZ to take
18 approximately 216 and refused RUIZ's requests for the remaining 24 work breaks.

19 92. D.NGUYEN and LAI told ZOOK that the EMPLOYER and RESTAURANT
20 does not allow ten-minute breaks. On numerous occasions, LAI required ZOOK to take only
21 a 15-minute lunch break. Between on or about March 2017 and on or about April 2018,
22 ZOOK asked for one or two ten-minute breaks each shift but was routinely denied her
23 breaks. ZOOK was routinely exhausted after working an eight-hour shift without breaks.

24 93. D.NGUYEN told ZOOK a few months after he hired her that if she performed
25 well, she could open a new Restaurant location along with management salary and
26 responsibilities. D.NGUYEN said this to ZOOK to motivate her to work without statutory
27 breaks and without complaining about other things, but, based upon information and belief,
28 D.NGUYEN never intended to open a new Restaurant location with ZOOK as its original

1 manager.

2 94. At all times, ZOOK performed as well or better than other employees with her
3 training. Despite ZOOK's equal or better performance, D.NGUYEN, B.NGUYEN,
4 ALENBAUGH, and other EMPLOYER and RESTAURANT management would falsely tell
5 ZOOK that she lacked "speed and agility" compared to male shift leads as a false excuse to
6 prevent and delay ZOOK from getting promotions, pay raises, and due credit for her earnest
7 work, and to lull ZOOK into not complaining about being denied statutory breaks.

8 95. On multiple occasions, ALENBAUGH and B.NGUYEN scheduled DALE to
9 work a double-shift from 9:00 a.m. when the RESTAURANT opens until 5:00 p.m., then
10 again on the same day from 6:00 p.m. until the Restaurant closed at 1:00 a.m. the next day
11 (approximately 16 hours). DALE would typically work after 1:00 a.m. to close the restaurant
12 but was not paid for time she worked after 1:00 a.m. because B.NGUYEN instructed her to
13 clock out at 1:00 a.m. DALE was not paid overtime or double-time for all hours worked in
14 excess of eight each day.

15 96. From on or about July 2017 through on or about August 2017, DALE worked
16 an estimated six days per week. During this time period she worked double-shifts (9:00 a.m.-
17 5:00 p.m. and 6:00 p.m.-1:00 a.m.) without statutory lunch or other breaks during either shift.
18 On or about September 2017 through on or about November 2017, DALE worked an
19 estimated six days per week from 9:00 a.m.-5:00 p.m., and received fewer than the required
20 statutory lunch or other breaks. On or about September 2017 through on or about November
21 2017, DALE worked an estimated six days per week from 9:00 a.m.-5:00 p.m., and received
22 fewer than the required statutory lunch or other breaks. On or about December 2017 through
23 on or about January 2018, DALE worked an estimated five days per week. DALE worked
24 single shifts an average of six days per month and double-shifts an average of fourteen days
25 per month. DALE was never provided statutory lunches but was allowed one statutory break
26 of 10 minutes when she asked the manager for a lunch break. On or about February 2018
27 through on or about June 2018, DALE worked an estimated five days per week and single
28 shifts. She was provided statutory breaks an average of ten days per month.

1 97. On one occasion, when DALE was scheduled by B.NGUYEN to work three
2 double shifts in a row, DALE was sent home on the third day due to exhaustion. After this
3 incident, DALE complained to D.NGUYEN about being required to work more than fifteen
4 hours per day. D.NGUYEN avoided addressing DALE's complaint. Eventually, D.NGUYEN
5 said that he would make her a manager at a new restaurant location because she has been
6 willing to work long hours. DALE reasonably interpreted this to mean that her goodwill and
7 ongoing employment at EMPLOYER and RESTAURANT required her to exhaust herself.
8 DALE's hours continued to exhaust her and she became depressed as a result. DALE was
9 never promoted to management at any time or location.

10 98. Each day of her first five months, DALE was told and required by B.NGUYEN
11 and by LAI to take only a single 10-minute lunch, and consequently DALE only had a 10-
12 minute lunch break. DALE was similarly denied a 30-minute lunch for the rest of the time
13 she was employed.

14 99. On several occasions, DALE worked alone in the kitchen while AN, her
15 manager and supervisor, left the Restaurant during work hours to go shopping or smoke
16 marijuana. On several occasions upon his return, LAI had the smell of marijuana on his
17 breath and clothes. Also, on several occasions, DALE observed B.NGUYEN at Restaurant
18 with his eyes held unusually wide and blood shot, and B.NGUYEN was grinding his teeth,
19 and shaking or twitching his body.

20 100. Each of the PLAINTIFFS suffered reduced morale at work in part due to
21 knowing that D.NGUYEN, EMPLOYER and RESTAURANT management acquiesce,
22 tacitly, and actively approve of ALENBAUGH's and B.NGUYEN's said actions and
23 behaviors, and through such approval, D.NGUYEN, EMPLOYER and RESTAURANT
24 management endorse said actions and behaviors.

25 101. Each of the PLAINTIFFS mitigated damages by seeking employment and
26 being hired promptly after being constructively terminated and forced to quit employment
27 with RESPONDENTS. However, each of the PLAINTIFFS has continued to suffer loss of
28 earnings as their new employment pays less than their wages and tips earned at EMPLOYER

1 and RESTAURANT.

2 102. Each of the PLAINTIFFS was constructively terminated and notified
3 D.NGUYEN, EMPLOYER and RESTAURANT in writing that the reason they quit was due
4 to the several complaints described herein. Several months after all PLAINTIFFS were
5 constructively terminated from employment with EMPLOYER, based upon information and
6 belief, RESPONDENTS and the RESTAURANT, EMPLOYER, RESPONDENTS and the
7 RESTAURANT have not instituted any official nor unofficial sexual harassment deterrence
8 training, investigated nor disciplined any of the HARASSERS, including but not limited to,
9 either B.NGUYEN or ALENBAUGH, nor any other EMPLOYER or RESTAURANT
10 manager, supervisor or co-workers, for the acts described herein, and D.NGUYEN,
11 EMPLOYER and RESTAURANT failed to protect future employees from similar sexual
12 harassment and retaliation from B.NGUYEN, ALENBAUGH, and other management,
13 including but not limited to B.NGUYEN and ALENBAUGH, continuing to touch female
14 Restaurant employees, including minor girls, in a sexual manner, and B.NGUYEN and
15 ALENBAUGH continuing to make sexual comments, innuendos, jokes, etc., to female
16 employees, among other things.

17 103. As a result of the harassment, discrimination, retaliation, wrongful termination,
18 and other wrongful conduct by the RESPONDENTS, Complainant has suffered medical
19 expenses, pain and suffering, emotional distress, headaches, loss of sleep, stress, anxiety,
20 depression, embarrassment, humiliation, stress, social anxiety, loss of self confidence,
21 memory problems, lack of focus, disassociation, derealization, depersonalization, PTSD, trust
22 issues, loss of income, reputational injuries as a result of having to explain to future
23 employments why they left EMPLOYER and RESTAURANT, attorney's fees, costs, and/or
24 other injuries and damages, and is entitled to punitive and exemplary damages, as well.

25 104. The harassment against the Plaintiff was continuing in nature, and continued
26 at least through and including the date of the effective termination of each of PLAINTIFFS'
27 employment, and continued thereafter.

28 ///

1 105. PLAINTIFFS are informed and believe that in addition to the practices
2 enumerated in this Complaint, Defendants, and each of them, have engaged in other
3 discriminatory practices which are not fully known by PLAINTIFFS.

4 106. As a result of the harassment, discrimination, retaliation and other wrongful
5 conduct by the Defendants, each of the PLAINTIFFS has suffered medical expenses, pain
6 and suffering, emotional distress, depression, loss of sleep, anxiety, loss of income, attorney's
7 fees, costs, and other injuries and damages.

8 107. As a direct, foreseeable, and proximate result of Defendants', and each of their,
9 discriminatory acts, each of the PLAINTIFFS has suffered and continues to suffer substantial
10 losses in earnings and job benefits, and has suffered and continues to suffer humiliation,
11 embarrassment, mental and emotional distress, and discomfort, all to her damage in an
12 amount in excess of the minimum jurisdiction of this Court, the precise amount of which will
13 be proven at trial.

14 108. As a proximate result of Defendants', and each of their, conduct, each of the
15 PLAINTIFFS has suffered and continues to suffer embarrassment, anxiety, humiliation, and
16 emotional distress, as well as medical expenses, all to her damage in an amount according
17 to proof.

18 109. Defendants, and each of them, committed the acts herein alleged maliciously,
19 fraudulently, and oppressively, with the wrongful intention of injuring each of the
20 PLAINTIFFS, and acted with an improper and evil motive amounting to malice, and in
21 conscious disregard of Plaintiff's rights. Because the acts taken towards each of the
22 PLAINTIFFS was carried out by managerial employees acting in a despicable, deliberate,
23 cold, callous, and intentional manner in order to injure and damage each of the PLAINTIFFS,
24 each of the PLAINTIFFS is entitled to recover punitive damages from Defendants, and each
25 of them, in an amount according to proof.

26 110. Defendants, and each of them, were at all material times an employer within
27 the meaning of California *Government Code* §12926(d), and, as such, barred from
28 discriminating or retaliating in employment decisions, as set forth in California *Government*

1 Code §12940.

2 111. On or about June 4, 2019, Plaintiff DALE filed with the California Department
3 of Fair Employment and Housing (“DFEH”) a complaint charging Defendants, and each of
4 them, with harassment, discrimination, retaliation, and failure to prevent harassment and
5 discrimination, among other things, in violation of the California *Fair Employment and*
6 *Housing Act (FEHA)*, against Defendants, and each of them, DFEH Case no.
7 201906-06384705, (“Dale DFEH Complaint”).

8 112. On or about June 4, 2019, the DFEH issued to Plaintiff a Right-to-Sue letter
9 dated June 4, 2019, on the Dale DFEH Complaint.

10 113. On or about July 28, 2018, Plaintiff ROSENBERG filed with the California
11 Department of Fair Employment and Housing (“DFEH”) a complaint charging Defendants,
12 and each of them, with harassment, discrimination, retaliation, and failure to prevent
13 harassment and discrimination, among other things, in violation of the California *Fair*
14 *Employment and Housing Act (FEHA)*, against Defendants, and each of them, DFEH Case
15 no. 201807-03055829, (“Rosenberg DFEH Complaint”).

16 114. On or about July 28, 2018, the DFEH issued to Plaintiff a Right-to-Sue letter
17 dated July 28, 2018, on the Rosenberg DFEH Complaint.

18 115. On or about June 6, 2019, Plaintiff ROSENBERG filed with the California
19 Department of Fair Employment and Housing (“DFEH”) an amended complaint, charging
20 Defendants, and each of them, with harassment, discrimination, retaliation, and failure to
21 prevent harassment and discrimination, among other things, in violation of the California
22 *Fair Employment and Housing Act (FEHA)*, against Defendants, and each of them, on DFEH
23 Case no. 201807-03055829, amending the Rosenberg DFEH Complaint.

24 116. On or about June 6, 2019, Plaintiff ROSENBERG filed with the California
25 Department of Fair Employment and Housing (“DFEH”) a second complaint charging
26 Defendants, and each of them, with harassment, discrimination, retaliation, and failure to
27 prevent harassment and discrimination, among other things, in violation of the California
28 *Fair Employment and Housing Act (FEHA)*, against Defendants, and each of them, DFEH

1 Case no. 201906-06414707, (“Rosenberg DFEH Complaint 2”).

2 117. On or about June 6, 2019, the DFEH issued to Plaintiff a Right-to-Sue letter
3 dated June 6, 2019, on the Rosenberg DFEH Complaint 2.

4 118. On or about July 26, 2018, Plaintiff RUIZ filed with the California Department
5 of Fair Employment and Housing (“DFEH”) a complaint charging Defendants, and each of
6 them, with harassment, discrimination, retaliation, and failure to prevent harassment and
7 discrimination, among other things, in violation of the California *Fair Employment and*
8 *Housing Act (FEHA)*, against Defendants, and each of them, DFEH Case no.
9 201807-03027526, (“Ruiz DFEH Complaint”).

10 119. On or about July 26, 2018, the DFEH issued to Plaintiff a Right-to-Sue letter
11 dated July 26, 2018, on the Ruiz DFEH Complaint.

12 120. On or about June 6, 2019, Plaintiff RUIZ filed with the California Department
13 of Fair Employment and Housing (“DFEH”) an amended complaint, charging Defendants,
14 and each of them, with harassment, discrimination, retaliation, and failure to prevent
15 harassment and discrimination, among other things, in violation of the California *Fair*
16 *Employment and Housing Act (FEHA)*, against Defendants, and each of them, on DFEH Case
17 no. 201807-03027526, amending the Ruiz DFEH Complaint.

18 121. On or about June 6, 2019, Plaintiff RUIZ filed with the California Department
19 of Fair Employment and Housing (“DFEH”) a second complaint charging Defendants, and
20 each of them, with harassment, discrimination, retaliation, and failure to prevent harassment
21 and discrimination, among other things, in violation of the California *Fair Employment and*
22 *Housing Act (FEHA)*, against Defendants, and each of them, DFEH Case no.
23 201906-06414507, (“Ruiz DFEH Complaint 2”).

24 122. On or about June 6, 2019, the DFEH issued to Plaintiff a Right-to-Sue letter
25 dated June 6, 2019, on the Ruiz DFEH Complaint 2.

26 123. On or about June 5, 2019, Plaintiff ZOOK filed with the California Department
27 of Fair Employment and Housing (“DFEH”) a complaint charging Defendants, and each of
28 them, with harassment, discrimination, retaliation, and failure to prevent harassment and

1 discrimination, among other things, in violation of the California *Fair Employment and*
2 *Housing Act (FEHA)*, against Defendants, and each of them, DFEH Case no.
3 201906-06385405, (“Zook DFEH Complaint”).

4 124. On or about June 5, 2019, the DFEH issued to Plaintiff a Right-to-Sue letter
5 dated June 5, 2019, on the Zook DFEH Complaint.

6 125. This Court Complaint herein is timely filed within one-year of the issuance of
7 each and every one of these DFEH Right-to-Sue letters.

8
9 **FIRST CAUSE OF ACTION**
10 **FOR FEHA HARASSMENT,**
11 **ALLEGED BY PLAINTIFFS, AND EACH OF THEM,**
12 **AGAINST ALL DEFENDANTS, AND EACH OF THEM**
13 **[Government Code §12940(j)]**

14 126. PLAINTIFFS incorporate each allegation set forth in paragraphs 1 through
15 125, above. This cause of action for *FEHA* Harassment is plead by all Plaintiffs, and each
16 of them, against Defendants, and each of them.

17 127. The above conduct of Defendants, and each of them, constitutes unlawful
18 harassment and discrimination based on each of the PLAINTIFFS’ protected categories,
19 including but not limited to, her sex/gender, her gender identity or expression, her sexual
20 orientation, her marital status, her being the victim of sexual harassment–hostile work
21 environment, her being the victim of sexual harassment–*quid pro quo*, and/or her association
22 with a member of a protected class, and/or her other protected category or categories, in
23 violation of the *FEHA*.

24 128. The conduct referred to was sufficiently severe and/or pervasive to alter the
25 conditions of each of the PLAINTIFFS’ employment, and thus created an abusive and hostile
26 work environment. The conduct against PLAINTIFFS by Defendants, and each of them, was
27 not merely not fair to each of the PLAINTIFFS, but amounted to harassment against her.

28 ///

1 129. Further, the conduct referred to amounted to *Quid Pro Quo* sexual harassment.

2 130. As a result of Defendants', and each of their, harassment and discriminatory
3 actions against each of the PLAINTIFFS, each of the PLAINTIFFS has suffered and
4 continues to suffer damages, in the form of lost wages and other employment benefits,
5 medical expenses, and severe emotional and physical distress, the exact amount of which will
6 be proven at trial.

7 131. Defendants, and each of them, acted for the purpose of causing each of the
8 PLAINTIFFS to suffer financial loss and severe emotional distress and physical distress and
9 are guilty of oppression, fraud and malice, as defined in *Civil Code* §3294, justifying an
10 award of exemplary and punitive damages.

11 132. As a result of Defendants', and each of their, discriminatory and harassing acts
12 as alleged herein, each of the PLAINTIFFS is entitled to reasonable attorney's fees and costs
13 of said suit against all Defendants, and each of them, as provided by California *Government*
14 *Code* §12965(b).

15 133. As a result of Defendants', and each of their, discriminatory acts as alleged
16 herein, each of the PLAINTIFFS has no plain, adequate or complete remedy at law and
17 Defendants continue to engage in said alleged wrongful practices. Therefore, each of the
18 PLAINTIFFS request:

19 (a) That each of the PLAINTIFFS be made whole and afforded all benefits
20 attendant thereto that would have been afforded each of the PLAINTIFFS but for said
21 discrimination; and,

22 (b) That Defendants, and each of them, and their agents, successors,
23 employees, and those acting in concert with them be enjoined permanently from engaging
24 in each of the unlawful practices, policies, usages, and customs set forth herein, and that they
25 be required to develop posting policies, grievance procedures, and training regarding
26 harassment, discrimination and retaliation.

27 WHEREFORE, each of the PLAINTIFFS requests relief as hereinafter provided.

28 ///

1 sexual orientation, her marital status, sexual harassment–hostile work environment against
2 her, sexual harassment–*quid pro quo* against her, and her association with a member of a
3 protected class, and/or her other protected category or categories, in violation of the *FEHA*,
4 among other criteria.

5 138. As a result of Defendants’, and each of their, discriminatory actions against her,
6 each of the PLAINTIFFS has suffered and continues to suffer damages, in the form of lost
7 wages and other employment benefits, medical expenses, and severe emotional and physical
8 distress, the exact amount of which will be proven at trial.

9 139. Defendants, and each of them, acted for the purpose of causing each of the
10 PLAINTIFFS to suffer financial loss and severe emotional distress and physical distress and
11 are guilty of oppression, fraud and malice, as defined in *Civil Code* §3294, justifying an
12 award of exemplary and punitive damages.

13 140. As a result of Defendants’, and each of their, discriminatory and harassing acts
14 as alleged herein, each of the PLAINTIFFS is entitled to reasonable attorney’s fees and costs
15 of said suit against all Defendants, and each of them, as provided by California *Government*
16 *Code* §12965(b).

17 141. As a result of Defendants’, and each of them, and each of their, discriminatory
18 acts as alleged herein, each of the PLAINTIFFS has no plain, adequate or complete remedy
19 at law and Defendants, and each of them, continue to engage in said alleged wrongful
20 practices. Therefore, each of the PLAINTIFFS requests:

21 (a) That each of the PLAINTIFFS be made whole and afforded all benefits
22 attendant thereto that would have been afforded each of the PLAINTIFFS but for said
23 discrimination; and,

24 (b) That Defendants, and each of them, and their agents, successors,
25 employees, and those acting in concert with them be enjoined permanently from engaging
26 in each of the unlawful practices, policies, usages, and customs set forth herein, and that they
27 be required to develop posting policies, grievance procedures, and training regarding
28 harassment, discrimination and retaliation.

1 WHEREFORE, each of the PLAINTIFFS requests relief as hereinafter provided.

2
3 **THIRD CAUSE OF ACTION**

4 **FOR FEHA RETALIATION**

5 **ALLEGED BY PLAINTIFFS, AND EACH OF THEM,**

6 **AGAINST EMPLOYER, AND EACH OF THEM,**

7 **AND DOES 1 TO 100, AND EACH OF THEM**

8 **[Government Code §12940(h)]**

9 142. Each of the PLAINTIFFS incorporates each allegation set forth in paragraphs
10 1 through 141, above. This cause of action for FEHA Retaliation is plead against the
11 EMPLOYER and DOE Defendants, and each of them.

12 143. Each of the PLAINTIFFS opposed Defendants', and each of their,
13 discriminatory and harassing acts by directly rejecting the offensive touchings, actions and
14 statements, and by complaining to her managers and supervisors, concerning such conduct,
15 and the conduct described above.

16 144. Each of the PLAINTIFFS is informed and believes, and based upon that
17 information and belief, each of the PLAINTIFFS alleges that Defendants, and each of them,
18 took adverse actions against each of the PLAINTIFFS, including but not limited to,
19 constructively terminating her, forcing her to quit, denying her promotion, reprimanding her,
20 denying her equal pay, asking her impermissible non-job-related question, failing to provide
21 her a work environment free of discrimination and/or retaliation, and denying her
22 employment benefits and privileges, and effectively terminating her employment with
23 EMPLOYER, at least in part, in retaliation for her protected activities, her complaints of
24 discrimination and harassment, because her complained or reported or resisted discrimination
25 and harassment, and/or that she participated as a witness in a discrimination or harassment
26 complaint, and the conduct described above, and/or for other protected activities.

27 145. As a result of Defendants', and each of their, retaliation against her, each of
28 the PLAINTIFFS has suffered and continues to suffer damages, in the form of lost wages and

1 other employment benefits, medical expenses, and severe emotional and physical distress,
2 the exact amount of which will be proven at trial.

3 146. Defendants, and each of them, acted for the purpose of causing each of the
4 PLAINTIFFS to suffer financial loss and severe emotional distress and physical distress and
5 are guilty of oppression, fraud and malice, as defined in *Civil Code* §3294, justifying an
6 award of exemplary and punitive damages.

7 147. As a result of Defendants', and each of their, retaliation against her, as alleged
8 herein, each of the PLAINTIFFS is entitled to reasonable attorney's fees and costs of said
9 suit against all Defendants, and each of them, as provided by *California Government Code*
10 §12965(b).

11 148. As a result of Defendants', and each of their, harassing, discriminatory and
12 retaliatory acts as alleged herein, each of the PLAINTIFFS has no plain, adequate or
13 complete remedy at law and Defendants, and each of them, continue to engage in said alleged
14 wrongful practices. Therefore, each of the PLAINTIFFS requests:

15 (a) That each of the PLAINTIFFS be made whole and afforded all benefits
16 attendant thereto that would have been afforded each of the PLAINTIFFS but for said
17 harassment, discrimination and retaliation; and,

18 (b) That Defendants, and each of them, and their agents, successors,
19 employees, and those acting in concert with them be enjoined permanently from engaging
20 in each of the unlawful practices, policies, usages, and customs set forth herein, and that they
21 be required to develop posting policies, grievance procedures, and training regarding
22 harassment, discrimination and retaliation.

23 WHEREFORE, each of the PLAINTIFFS requests relief as hereinafter provided.

24 ///
25 ///
26 ///
27 ///
28 ///

1 or termination.

2 155. Further, notwithstanding that each of the PLAINTIFFS' complaints about
3 discriminatory, retaliatory and/or harassing conduct, instead of disciplining or transferring
4 the offenders, Defendants, and each of them, effectively wrongfully terminated the
5 employment of the each of the PLAINTIFFS.

6 156. As a result of Defendants', and each of their, harassment, retaliation, and
7 discriminatory actions against her, each of the PLAINTIFFS has suffered and continues to
8 suffer damages, in the form of lost wages and other employment benefits, medical expenses,
9 and severe emotional and physical distress, the exact amount of which will be proven at trial.

10 157. Defendants, and each of them, acted for the purpose of causing each of the
11 PLAINTIFFS to suffer financial loss and severe emotional distress and physical distress and
12 are guilty of oppression, fraud and malice, as defined in *Civil Code* §3294, justifying an
13 award of exemplary and punitive damages.

14 158. As a result of Defendants', and each of their, discriminatory, retaliatory and
15 harassing acts as alleged herein, each of the PLAINTIFFS is entitled to reasonable attorney's
16 fees and costs of said suit against all Defendants, and each of them, as provided by California
17 *Government Code* §12965(b).

18 159. As a result of Defendants', and each of their, discriminatory acts as alleged
19 herein, each of the PLAINTIFFS has no plain, adequate or complete remedy at law and
20 Defendants, and each of them, continue to engage in said alleged wrongful practices.
21 Therefore, each of the PLAINTIFFS requests:

22 (a) That each of the PLAINTIFFS be made whole and afforded all benefits
23 attendant thereto that would have been afforded each of the PLAINTIFFS but for said
24 harassment, discrimination and retaliation; and,

25 (b) That Defendants, and each of them, and their agents, successors,
26 employees, and those acting in concert with them be enjoined permanently from engaging
27 in each of the unlawful practices, policies, usages, and customs set forth herein, and that they
28 be required to develop posting policies, grievance procedures, and training regarding

1 harassment, discrimination and retaliation.

2 WHEREFORE, each of the PLAINTIFFS' requests relief as hereinafter provided.

3
4 **FIFTH CAUSE OF ACTION**
5 **FOR AIDING AND ABETTING**
6 **ILLEGAL DISCRIMINATION, HARASSMENT AND RETALIATION,**
7 **ALLEGED BY PLAINTIFFS, AND EACH OF THEM,**
8 **AGAINST DEFENDANTS, AND EACH OF THEM,**
9 **UNDER CALIFORNIA GOVERNMENT CODE §12940(i)**

10 160. Plaintiff incorporates each allegation set forth in paragraphs 1 through 159,
11 above. This cause of action for Aiding and Abetting is plead against Defendants, and each
12 of them.

13 161. In doing the above alleged actions, each of the other Defendants, including the
14 DOE Defendants, aided and abetted the other Defendants in engaging in illegal harassment,
15 discrimination and retaliation, in violation of *Government Code* §12940(i).

16 162. As a result of Defendants', and each of their, harassment, retaliation, and
17 discriminatory actions against her, each of the PLAINTIFFS has suffered and continues to
18 suffer damages, in the form of lost wages and other employment benefits, medical expenses,
19 and severe emotional and physical distress, the exact amount of which will be proven at trial.

20 163. Defendants, and each of them, acted for the purpose of causing each of the
21 PLAINTIFFS to suffer financial loss and severe emotional distress and physical distress and
22 are guilty of oppression, fraud and malice, as defined in *Civil Code* §3294, justifying an
23 award of exemplary and punitive damages.

24 164. As a result of Defendants, and each of their, discriminatory, retaliatory and
25 harassing acts as alleged herein, each of the PLAINTIFFS is entitled to reasonable attorney's
26 fees and costs of said suit against all Defendants, and each of them, as provided by California
27 *Government Code* §12965(b).

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1 169. Plaintiff complained internally to a person with authority over the employee
2 or to another employee with the authority to investigate, discover, or correct the reported
3 violation.

4 170. Plaintiffs attempted to report unlawful conduct to the Police Department, but
5 Defendants, and each of them, discouraged and effectively prohibited the reporting of the
6 discovery of the women's bathroom spy camera, i.e., the DEVICE, to the Huntington Beach
7 Police Department.

8 171. Notwithstanding the threats to not report the discovery of the women's
9 bathroom spy camera, i.e., the DEVICE, to the Huntington Beach Police Department, the
10 Plaintiffs eventually did in fact report the women's bathroom spy camera, i.e., the DEVICE,
11 to the Huntington Beach Police Department.

12 172. Plaintiffs are informed and believe, and based upon said information and belief,
13 the Plaintiffs allege that after report the women's bathroom spy camera, i.e., the DEVICE,
14 to the Huntington Beach Police Department, the Defendants, and each of them, in retaliation,
15 continued and increased their harassment, discrimination and retaliation against the Plaintiffs.

16 173. As a result of the harassment, discrimination and retaliation continued and
17 increased against the Plaintiffs, and Plaintiffs' employment was constructively terminated
18 in violation of California *Labor Code* §1102.5, *et seq.*, because Plaintiff disclosed
19 information that Plaintiff had reasonable cause to believe constituted a violation of state or
20 federal law to Plaintiff's employer to a governmental or law enforcement agency, and/or that
21 Plaintiff's employer feared that Plaintiff would report to a government or law enforcement
22 agency, and/or because Plaintiff might refuse to participate in activity that would result in
23 violations of state or federal law.

24 174. Defendants', and each of their, conduct as alleged above constituted unlawful
25 retaliation in employment on account of Plaintiff's protected activity in violation of
26 California *Labor Code* §1102.5, *et seq.*

27 175. As a proximate result of the aforesaid acts of Defendants, and each of them,
28 Plaintiffs have suffered actual, consequential and incidental financial losses, including

1 without limitation, loss of salary and benefits, and the intangible loss of employment related
2 opportunities in his field and damage to his professional reputation, all in an amount subject
3 to proof at the time of trial. Plaintiffs claim such amounts as damages, including but not
4 limited to, pursuant to California *Civil Code* sections 3287, 3288 and/or any other provision
5 of law providing for prejudgment interest.

6 176. As a proximate result of the wrongful acts of Defendants, and each of them,
7 Plaintiffs have suffered and continues to suffer emotional distress, humiliation, mental
8 anguish and embarrassment, as well as the manifestation of physical symptoms. Plaintiffs
9 are informed and believes and thereupon alleges that he will continue to experience said
10 physical and emotional suffering for a period in the future not presently ascertainable, all in
11 an amount subject to proof at the time of trial.

12 177. The acts taken toward Plaintiffs were carried out by Defendants, and each of
13 them, and each of their officers, directors, and/or managing agents acting in a despicable,
14 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner and in
15 conscious disregard for the rights and safety of Plaintiff. Defendants, and each of them, and
16 their agents/employees or supervisors, authorized, condoned and ratified the unlawful
17 conduct of each other. Consequently, Plaintiff is entitled to an award of punitive damages
18 against Defendants, and each of them.

19 178. Plaintiff also seeks a \$10,000 civil penalty per violation, pursuant to California
20 *Labor Code* §1102.5(f), against each Defendant that is a corporation and/or a limited liability
21 company.

22 179. Plaintiff was constructively terminated, at least in part, because of these
23 violations of law, in violation of California *Labor Code* §1102.5.

24 180. As a result of Defendants', and each of their, constructive wrongful termination
25 of Plaintiffs, Plaintiffs have suffered and continue to suffer damages, in the form of lost
26 wages and other employment benefits, medical expenses, and severe emotional and physical
27 distress, the exact amount of which will be proven at trial.

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1 181. As a proximate result of Defendants', and each of their conduct, Plaintiffs have
2 suffered and continue to suffer embarrassment, anxiety, humiliation, and emotional distress,
3 as well as medical expenses, all to Plaintiffs' damage in an amount according to proof.

4 182. Defendants, and each of them, acted for the purpose of causing Plaintiffs to
5 suffer financial loss and severe emotional distress and physical distress and are guilty of
6 oppression and malice, justifying an award of exemplary and punitive damages.

7 183. Plaintiffs have also incurred attorney's fees, which the Plaintiffs are entitled
8 to pursuant to California *Code of Civil Procedure* §1021.5, and other law. Plaintiffs claim
9 such amount as damages together with pre-judgment interest pursuant to *Civil Code* §3287
10 and/or any other provision of law providing for pre-judgment interest.

11 184. As a result of Defendants', and each of their, discriminatory acts as alleged
12 herein, Plaintiffs have no plain, adequate or complete remedy at law and Defendants, and
13 each of them, continue to engage in said alleged wrongful practices. Therefore, Plaintiffs
14 request:

15 (a) That Plaintiffs be made whole and afforded all benefits attendant thereto
16 that would have been afforded Plaintiffs but for said discrimination; and,

17 (b) That Defendants, and each of them, and their agents, successors,
18 employees, and those acting in concert with them be enjoined permanently from engaging
19 in each of the unlawful practices, policies, usages, and customs set forth herein, and that they
20 be required to develop posting policies, grievance procedures, and training regarding
21 employee whistleblower rights, harassment, discrimination and retaliation, and regarding the
22 *Labor Code*.

23 WHEREFORE, Plaintiffs request relief as hereinafter provided.

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SEVENTH CAUSE OF ACTION
FOR WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY,
ALLEGED BY PLAINTIFFS, AND EACH OF THEM,
AGAINST EMPLOYER, AND EACH OF THEM,
AND DOES 1 TO 100, AND EACH OF THEM

185. Plaintiff incorporates each allegation set forth in paragraphs 1 through 184, above. This cause of action for Wrongful Termination in Violation of Public Policy is plead against the EMPLOYER and DOE Defendants, and each of them.

186. The above-described conduct of Defendants, and each of them, among other things, constitutes discrimination on account of a person’s protected categories, including but not limited to each of PLAINTIFFS’ protected categories, including but not limited to sex/gender, gender identify or expression, sexual orientation, marital status, sexual harassment–hostile work environment, sexual harassment–*quid pro quo*, and association with a member of a protected class, and/or their other protected category or categories, and wrongful termination of each of the PLAINTIFFS in violation of public policy embodied in the *FEHA*.

187. The above-described conduct of Defendants, and each of them, among other things, constitutes retaliation against a whistle-blower in violation of California *Labor Code* §1102.5, and wrongful termination of Plaintiffs in violation of public policy embodied in the *Labor Code*, including but not limited to *Labor Code* §1102.5.

188. Each of the PLAINTIFFS was employed by Defendants, and each of them, and her employment was constructively terminated, in violation of well-established, substantial and fundamental public policies of the State of California.

189. Said policies are set forth in the *Fair Employment and Housing Act*, California *Government Code* §12900, *et seq*, the California *Labor Code*, including but not limited to *Labor Code* §1102.5, the California Constitution, and other statutory and common laws. Each of the PLAINTIFFS was constructively terminated, at least in part, because of these violations of law, and/or her complaints and findings of violations of such.

1 190. Further, each of the PLAINTIFFS' effective termination was wrongful and in
2 violation of well-established, substantial and fundamental public policies of the State of
3 California prohibiting termination of an employee based discriminatory reasons, in violation
4 of the *California Constitution*, including but not limited to in violation of *Article I, Section*
5 *8*, which states that "A person may not be disqualified from entering or pursuing a business,
6 profession, vocation or employment because of sex, race, creed, color or national or ethnic
7 origin."

8 191. Defendants, and each of their, effective constructive termination in wrongful
9 violation of well-established, substantial and fundamental public policies of the State of
10 California and other public policies caused each of the PLAINTIFFS to suffered damage,
11 loss and harm.

12 192. In this regard, the law also reflects a substantial and fundamental policy against
13 harassment, discrimination and retaliation in employment, as codified in the California *FEHA*
14 and *California Constitution*. Thus, a violation of the *FEHA* and/or the *California*
15 *Constitution* also gives rise to an action for constructive wrongful termination.

16 193. In this regard, the law also reflects a substantial and fundamental policy to
17 protect whistle-blowers against retaliation in employment, as codified in the California *Labor*
18 *Code* §1102.5. Thus, a violation of *Labor Code* §1102.5 also gives rise to an action for
19 constructive wrongful termination.

20 194. Each of the PLAINTIFFS suffered constructive wrongful termination,
21 including but not limited to, because she has suffered from continuing harassment,
22 discrimination and retaliation against her, and EMPLOYER constructively wrongfully
23 terminated her.

24 195. Thus, each of PLAINTIFFS' protected activities, including but not limited to,
25 the fact that each of the PLAINTIFFS reported or resisted various forms of discrimination
26 and harassment, and/or participated as a witness in a discrimination or harassment complaint,
27 and/or their other protected activities, and each of the PLAINTIFFS' exercising their *Labor*
28 *Code* §1102.5 rights, at least in part, were the basis for Plaintiffs' constructive termination.

1 196. Each of the PLAINTIFFS was constructively terminated, at least in part,
2 because of these violations of law, and/or her complaints and findings of violations of such,
3 including but not limited to, her complaints about discrimination, retaliation and harassment.

4 197. As a result of Defendants', and each of their, wrongful termination of her, each
5 of the PLAINTIFFS has suffered and continues to suffer damages, in the form of lost wages
6 and other employment benefits, medical expenses, and severe emotional and physical
7 distress, the exact amount of which will be proven at trial.

8 198. As a proximate result of Defendants', and each of their conduct, each of the
9 PLAINTIFFS has suffered and continues to suffer embarrassment, anxiety, humiliation, and
10 emotional distress, as well as medical expenses, all to her damage in an amount according
11 to proof.

12 199. Defendants, and each of them, acted for the purpose of causing each of the
13 PLAINTIFFS to suffer financial loss and severe emotional distress and physical distress and
14 are guilty of oppression and malice, justifying an award of exemplary and punitive damages.

15 200. Each of the PLAINTIFFS has also incurred attorney's fees. Each of the
16 PLAINTIFFS claims such amount as damages together with pre-judgment interest pursuant
17 to *Civil Code* §3287 and/or any other provision of law providing for pre-judgment interest.

18 201. As a result of Defendants', and each of their, harassing, discriminatory and
19 retaliatory acts as alleged herein, each of the PLAINTIFFS has no plain, adequate or
20 complete remedy at law and Defendants, and each of them, continue to engage in said alleged
21 wrongful practices. Therefore, each of the PLAINTIFFS requests:

22 (a) That each of the PLAINTIFFS be made whole and afforded all benefits
23 attendant thereto that would have been afforded each of the PLAINTIFFS but for said
24 discrimination; and,

25 (b) That Defendants, and each of them, and their agents, successors,
26 employees, and those acting in concert with them be enjoined permanently from engaging
27 in each of the unlawful practices, policies, usages, and customs set forth herein, and that they
28 be required to develop posting policies, grievance procedures, and training regarding

1 employee whistle-blower rights, harassment, discrimination and retaliation, and regarding
2 the *Labor Law*.

3 WHEREFORE, each of the PLAINTIFFS requests relief as hereinafter provided.

4
5 **EIGHTH CAUSE OF ACTION**
6 **FOR INVASION OF PRIVACY,**
7 **ALLEGED BY PLAINTIFFS, AND EACH OF THEM,**
8 **AGAINST ALL DEFENDANTS, AND EACH OF THEM**

9 202. Plaintiff incorporates each allegation set forth in paragraphs 1 through 201.
10 This cause of action for Invasion of Privacy is plead against Defendants, and each of them.

11 203. Defendants, and each of them, particularly, the INDIVIDUAL DEFENDANT,
12 while in the course and scope of their employment for the Defendants, and each of them,
13 committed acts which caused injury, damage, loss, and/or harm to each of the PLAINTIFFS,
14 as alleged herein.

15 204. Based upon information and belief, and based thereon, the each of the
16 PLAINTIFFS alleges that the Defendants, and each of them, began a campaign of
17 photographing, filming, viewing and releasing Plaintiff's private information, phone
18 numbers, photos and videos, in violation of each of the PLAINTIFFS' rights of privacy.

19 205. Each of the PLAINTIFFS has been damaged as a result of these improper
20 releases of information, phone numbers, documents, photos and videos.

21 206. As a result of Defendants', and each of their, wrongful actions, each of the
22 PLAINTIFFS has suffered and continues to suffer damages, in the form of lost wages and
23 other employment benefits, medical expenses, and severe emotional and physical distress,
24 the exact amount of which will be proven at trial.

25 207. As a proximate result of Defendants', and each of their conduct, each of the
26 PLAINTIFFS has suffered and continues to suffer embarrassment, anxiety, humiliation, and
27 emotional distress, as well as medical expenses, all to her damage in an amount according
28 to proof.

1 208. By the aforesaid acts and omissions of Defendants, and each of them, each of
2 the PLAINTIFFS has been directly and legally caused to suffer damages as alleged herein.

3 209. Each of the PLAINTIFFS is informed and believes, and on such information
4 and belief alleges, that Defendants, and each of them, engaged in the acts alleged herein,
5 and/or condoned, permitted, authorized, and/or ratified the conduct of its employees,
6 subcontractors, and agents, and are vicariously liable for the wrongful conduct of its
7 employees, subcontractors, and agents for this cause of action.

8 210. As a direct and proximate result of this invasion of privacy, each of the
9 PLAINTIFFS sustained general damages for pain, suffering, and severe mental and
10 emotional distress in the sums prayed.

11 211. Each of the PLAINTIFFS is informed and believes, and on such information
12 and belief alleges, that Defendants, and each of them, and unknown managing agents,
13 officers, and/or directors had advance knowledge of them unfitness of their employees,
14 subcontractors, and agents, including particularly the INDIVIDUAL DEFENDANTS, and
15 employed or subcontracted them with a conscious disregard of the rights or safety of others.

16 212. Defendants, and each of them, acted with malice and oppression towards each
17 of the PLAINTIFFS and with conscious disregard of each of the PLAINTIFFS' rights, and
18 each of the PLAINTIFFS is therefore entitled to an award of punitive and/or exemplary
19 damages against these Defendants, and each of them, in an amount according to proof, in
20 such sums sufficient to punish them and set an example in view of their respective financial
21 conditions.

22 WHEREFORE, each of the PLAINTIFFS requests relief as hereinafter provided.

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NINTH CAUSE OF ACTION
FOR CIVIL “REVENGE PORN” LAW
(CALIFORNIA CIVIL CODE §1708.85),
ALLEGED BY PLAINTIFFS, AND EACH OF THEM,
AGAINST ALL DEFENDANTS, AND EACH OF THEM

213. Plaintiff incorporates each allegation set forth in paragraphs 1 through 212. This cause of action for Civil “Revenge Porn” is plead against Defendants, and each of them.

214. California *Civil Code* §1708.85 provides, emphasis added, that “[a] private cause of action lies against a person who intentionally distributes by any means a photograph, film, videotape, recording, or any other reproduction of another, without the other’s consent, if (1) the person knew that the other person had a reasonable expectation that the material would remain private, (2) *the distributed material exposes an intimate body part of the other person*, or shows the other person engaging in an act of intercourse, oral copulation, sodomy, or other act of sexual penetration, and (3) the other person suffers general or special damages as described in Section 48a.”

215. Each of the PLAINTIFFS is informed and believes, and based on such information and belief, alleges that by virtue of the conduct alleged above, Defendants, and each of them, and including but not limited to, individually and/or in their agency, managerial and/or supervisory capacities on behalf of Defendants, and each of them, did violate California *Civil Code* §1708.85.

216. As a direct and proximate cause of the aforementioned acts of Defendants, and each of them, each of the PLAINTIFFS was injured as set forth above and is entitled to statutory damages, special damages, compensatory damages and attorney’s fees.

217. Defendants, and each of them, engaged in the acts alleged herein and/or condoned, permitted, authorized, and/or ratified the conduct of its employees, subcontractors, and agents and are vicariously liable for the wrongful conduct of its employees, subcontractors, and agents for this cause of action.

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1 Defendants, and each of them.

2 223. At times, there were two or more people, including one or more of the
3 PLAINTIFFS in the women’s restroom at the RESTAURANT.

4 224. During their time in the women’s restroom at the RESTAURANT, each of the
5 PLAINTIFFS had a reasonable expectation of privacy.

6 225. Each of the PLAINTIFFS is information and belief, and based thereon, each
7 of the PLAINTIFFS alleges that the Defendants, and each of them, placed a spy camera in
8 the women’s restroom at the RESTAURANT, and filmed and recorded people within the
9 restroom, including but not limited to filming and recording each of the PLAINTIFFS, and
10 including but not limited to private conversations that included each of the PLAINTIFFS.

11 226. This filming and recording was done without the knowledge or consent of any
12 of the PLAINTIFFS.

13 227. California *Penal Code* §632 provides, in part, emphasis added, that: “(a) A
14 person who, intentionally and without the consent of all parties to a confidential
15 communication, uses an electronic amplifying or recording device to eavesdrop upon or
16 record the confidential communication, whether the communication is carried on *among the*
17 *parties in the presence of one another* or by means of a telegraph, telephone, or other device,
18 except a radio, shall be punished by a fine not exceeding two thousand five hundred dollars
19 (\$2,500) per violation, or imprisonment in a county jail not exceeding one year, or in the state
20 prison, or by both that fine and imprisonment. If the person has previously been convicted
21 of a violation of this section or Section 631 , 632.5 , 632.6 , 632.7 , or 636 , the person shall
22 be punished by a fine not exceeding ten thousand dollars (\$10,000) per violation, by
23 imprisonment in a county jail not exceeding one year, or in the state prison, or by both that
24 fine and imprisonment.”

25 228. Further, California *Penal Code* §637.2 provides, in relevant part: “(a) Any
26 person who has been injured by a violation of this chapter may bring an action against the
27 person who committed the violation for the greater of the following amounts: (1) Five
28 thousand dollars (\$5,000) per violation. (2) Three times the amount of actual damages, if any,

1 sustained by the plaintiff. (b) Any person may, in accordance with Chapter 3 (commencing
2 with Section 525) of Title 7 of Part 2 of the Code of Civil Procedure, bring an action to
3 enjoin and restrain any violation of this chapter, and may in the same action seek damages
4 as provided by subdivision (a). (c) It is not a necessary prerequisite to an action pursuant to
5 this section that the plaintiff has suffered, or be threatened with, actual damages...”

6 229. Defendants, and each of them violated *Penal Code* §632 causing injury to each
7 of the PLAINTIFFS as provided for in *Penal Code* §637.2.

8 230. As a direct and proximate result of the conduct alleged above, each of the
9 PLAINTIFFS has been damaged in a sum which will be established at the time of trial but
10 not less than \$5,000.

11 231. Defendants, and each of their, wrongful conduct, unless and until enjoined and
12 restrained by order of this Court, will cause irreparable injury to not only each of the
13 PLAINTIFFS, but other employees of the RESTAURANT and customers and the public at
14 large, so that there is no adequate remedy at law for these injuries if it is not restrained.

15 232. Defendants, and each of them, engaged in the acts alleged above with a willful,
16 conscious and/or reckless disregard of each of the PLAINTIFFS’ rights and with, willful,
17 conscious or reckless disregard for the consequences of such conduct to each of the
18 PLAINTIFFS. These acts were committed with the intent to vex, injure or annoy each of the
19 PLAINTIFFS, and as such, constitute oppression, fraud and malice under California *Civil*
20 *Code* §3294. Accordingly, each of the PLAINTIFFS is entitled to and hereby requests
21 punitive damages in a sum to be proven at trial to Defendants, and each of them, from so
22 acting in the future.

23 233. Defendants, and each of them, engaged in the acts alleged herein and/or
24 condoned, permitted, authorized, and/or ratified the conduct of its employees, subcontractors,
25 and agents and are vicariously liable for the wrongful conduct of its employees,
26 subcontractors, and agents for this cause of action.

27 234. As a direct and proximate result of these statutory violations, each of the
28 PLAINTIFFS suffered general damages for pain and suffering and severe mental and

1 emotional distress, according to proof.

2 235. As a result of Defendants' wrongful conduct as alleged herein, Plaintiff has no
3 plain, adequate or complete remedy at law and Defendants continue to engage in said alleged
4 wrongful practices. Therefore, Plaintiff requests injunctive relief, as required.

5 WHEREFORE, Plaintiff requests relief as hereinafter provided.

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7 **ELEVENTH CAUSE OF ACTION**

8 **FOR FAILURE TO PAY FULL WAGES OR FULL OVERTIME,**

9 **AND/OR FAILURE TO PROVIDE FULL BREAKS,**

10 **INCLUDING FULL MEAL AND LUNCH BREAKS,**

11 **ALLEGED BY PLAINTIFFS, AND EACH OF THEM,**

12 **AGAINST EMPLOYER, AND EACH OF THEM,**

13 **AND DOES 1 TO 100, AND EACH OF THEM**

14 236. Plaintiff incorporates each allegation set forth in paragraphs 1 through 235.
15 This cause of action for Defendants' Failing to Pay Full Wages and/or Failure to Pay
16 Overtime, is plead against EMPLOYER and DOES Defendants, and each of them.

17 237. The Plaintiff is informed and believes, and based upon such information and
18 belief, Defendants, and each of them, particularly EMPLOYER, failed to pay each of the
19 PLAINTIFFS' her full wages and earnings.

20 238. Further, each of the PLAINTIFFS is informed and believes, and based upon
21 such information and belief, Defendants, and each of them, particularly EMPLOYER, failed
22 to pay each of the PLAINTIFFS' her full required hours worked and/or pay Plaintiff her full
23 required overtime benefits.

24 239. Further, each of the PLAINTIFFS is informed and believes, and based upon
25 such information and belief, Defendants, and each of them, particularly EMPLOYER, failed
26 to provide each of the PLAINTIFFS' her full required breaks, including failing to provide
27 each of the PLAINTIFFS' her full required meal and lunch breaks.

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THIRTEENTH CAUSE OF ACTION
FOR WAITING TIME PENALTIES
FOR FAILURE TO PAY WAGES DUE
AT THE TIME OF SEPARATION FROM EMPLOYER,
ALLEGED BY PLAINTIFFS, AND EACH OF THEM,
AGAINST ALL DEFENDANTS, AND EACH OF THEM

246. Plaintiff incorporates each allegation set forth in paragraphs 1 through 245. This cause of action for Failure to Pay Wages at the Time of Separation is plead against Defendants, and each of them.

247. *Labor Code* §203(a) states that: “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, 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. An employee who secretes or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.”

248. Each of the PLAINTIFFS is informed and believe, and based upon such information and belief, Defendants, and each of them, particularly EMPLOYER DEFENDANTS, failed to pay each of the PLAINTIFFS her full wages and earnings due at the time of her separation.

249. Each of the PLAINTIFFS has been harmed and damaged by these failures by Defendants, and each of them, particularly by EMPLOYER, to pay full wages, failure to pay overtime and failure to provide proper breaks.

250. Each of the PLAINTIFFS is entitled to damages, penalties, exemplary damages, interest, and attorney’s fees as a result of these failures to pay full wages, failures to pay overtime and failure to provide proper breaks.


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12. For such further relief as the Court deems proper.

It is respectfully submitted.

DATED: June 7, 2019

MYER LAW FIRM

BY: 
SCOTT D. MYER, ESQ.
Attorneys for Plaintiffs,
BRITLYN DALE; REBECCA
ROSENBERG; MONIQUE
RUIZ; and, LILA ZOOK

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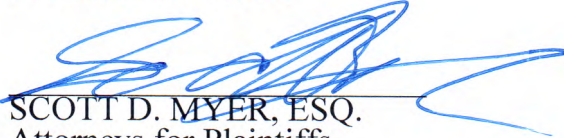
DEMAND FOR JURY TRIAL

Plaintiffs, BRITLYN DALE; REBECCA ROSENBERG; MONIQUE RUIZ; and,
LILA ZOOK demand trial by jury in this action.

It is respectfully submitted.

DATED: June 7, 2019

MYER LAW FIRM

BY: 
SCOTT D. MYER, ESQ.
Attorneys for Plaintiffs,
BRITLYN DALE; REBECCA
ROSENBERG; MONIQUE
RUIZ; and, LILA ZOOK