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 6 DONNA RIVADENEYRA and MARIO DE LA CRUZ

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 9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 10 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

11
 12 DONNA RIVADENEYRA, an individual;
 and MARIO DE LA CRUZ, an individual;

13 Plaintiffs,

14 v.

15 TOLUCA LAKE COLLECTIVE, INC., a
 California corporation; LOS ANGELES
 16 FARMERS, INC., a California corporation;
 ELISE MANAGEMENT, INC., a California
 17 corporation; HEZEKIAH INCORPORATED, a
 California corporation; and DOES 1-99,
 18 inclusive;

19 Defendants.

Case No.: **22STCV14074**

**UNLIMITED COMPLAINT FOR
 DAMAGES**

- 1) LAB. CODE § 1102.5 RETALIATION
- 2) LAB. CODE § 6310 RETALIATION
- 3) FEHA DISCRIMINATION: DISPARATE TREATMENT
- 4) FEHA DISCRIMINATION: FAILURE TO ACCOMMODATE
- 5) FEHA DISCRIMINATION: FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS
- 6) FEHA RETALIATION
- 7) FEHA FAILURE TO PREVENT DISCRIMINATION OR RETALIATION
- 8) WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY
- 9) FAILURE TO PROVIDE MEAL AND REST PERIODS
- 10) FAILURE TO PAY ALL WAGES DUE, INCLUDING OVERTIME
- 11) FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
- 12) WAITING TIME PENALTY
- 13) FAILURE TO INDEMNIFY EMPLOYEE
- 14) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004
- 15) UNFAIR COMPETITION LAW
- 16) FAILURE TO PROVIDE EMPLOYMENT RECORDS UPON DEMAND

[DEMAND FOR JURY TRIAL]

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3 **COMES NOW THE** Plaintiffs DONNA RIVADENEYRA and MARIO DE LA CRUZ,
4 who heretofore allege the following facts in support of their Unlimited Complaint for Damages and
5 hereby respectfully demand *a speedy jury trial* on all causes of action stated herein as against
6 TOLUCA LAKE COLLECTIVE, INC. (“TLC”), LOS ANGELES FARMERS, INC. (“LA
7 FARMERS”), ELISE MANAGEMENT, INC. (“ELISE”), and HEZEKIAH INCORPORATED
8 (“HEZEKIAH”) who along with DOES 1-99, inclusive, are referred to herein as the “Defendants.”

9 **CASE SYNOPSIS**

- 10 1. Plaintiffs were experienced cannabis trimmers hired by Defendants.
- 11 2. Defendants discriminated against plaintiff RIVADENEYRA by telling her in no
12 uncertain terms that they were called “Jungle Boys” for a reason: that no women were allowed to
13 work in the growing operations. Later, Defendants informed Plaintiff that pregnant women were
14 not allowed to work at their facilities, and retaliated against Plaintiff after she suffered a workplace
15 injury and requested accommodations.
- 16 3. Defendants wrongfully discharged Plaintiffs’ for protesting against Defendants’
17 unlawful employment practices.
- 18 4. Defendants also committed various violations of the California Labor Code
19 pertaining to pay and rest periods, and employed Plaintiffs and other aggrieved employees through
20 at least four different entities concurrently in order to avoid their obligations to pay lawful wages
21 pursuant to California law.

22 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 **Jurisdiction and Venue**

- 24 5. This Court has jurisdiction of the subject matter of Plaintiffs’ claims. Jurisdiction is
25 proper in this Court because the damages and claims alleged and demanded herein by Plaintiffs
26 exceed \$25,000, and Plaintiffs herein do make a demand and prayer for damages, in excess, of the
27 jurisdictional limit of this Court.
- 28 6. This Court has personal jurisdiction over defendants TLC, LA FARMERS, ELISE,

1 and HEZEKIAH in that they each were, at all relevant periods of time covered by this complaint,
2 California corporations maintaining a place of business where they employed Plaintiffs at: 3650 E.
3 Olympic Boulevard, Los Angeles, CA 90023.

4 7. Venue in this Court is proper in that, upon information and belief, all Defendants
5 reside in the County of Los Angeles.

6 8. All the harm suffered by Plaintiffs took place within this judicial district.

7 9. Plaintiffs were employees of Defendants, jointly and severally.

8 **Relationship Between the Defendants**

9 10. Plaintiffs are informed and believe, and thereupon allege, that Defendants, and each
10 of them, were at all times mentioned herein the agents, servants, and employees of each other, or
11 otherwise were acting with the full knowledge and consent of each other. Plaintiffs are further
12 informed and believe, and upon such basis and belief allege, that in doing all of the things alleged
13 in this complaint, Defendants, and each of them, were acting within the scope and authority of their
14 agency, servitude, or employment, and were acting with the express and/or implied knowledge,
15 permission, and consent of one another. Plaintiffs are further informed and believe, and upon such
16 basis and belief allege, that Defendants learned of, ratified, and/or approved the wrongful conduct
17 of its agents and/or employees identified in this Complaint as having engaged in wrongful conduct.

18 11. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times,
19 Defendants, and each of them, were business entities or individuals who owned, controlled, or
20 managed the business which damaged Plaintiffs, and are each therefore jointly, severally, and
21 individually liable to Plaintiffs.

22 12. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times,
23 Defendants, and each of them, were in some fashion, by contract or otherwise, the successor,
24 assignor, indemnitor, guarantor, or third-party beneficiary of one or more of the remaining
25 Defendants, and at all relevant times to Plaintiffs' claims alleged herein, were acting within that
26 capacity. Plaintiffs further allege that Defendants, and each of them, assumed the liabilities of the
27 other Defendants, by virtue of the fact that each to some degree, wrongfully received and/or
28 wrongfully benefited from the flow of assets from the other Defendants to the detriment of Plaintiffs.

1 Plaintiffs further allege that by wrongfully receiving and/or benefiting from Defendants' assets, and
2 in the consummation of such transactions, a *de facto* merger of the Defendants, and each of them,
3 resulted, such that Defendants, and each of them, may be treated as one for purposes of this
4 Complaint.

5 13. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times
6 mentioned herein, Defendants, and each of them, were the partners, agents, servants, employees,
7 joint venturers, or co-conspirators of each other defendant, and that each defendant was acting
8 within the course, scope, and authority of such partnership, agency, employment, joint venture, or
9 conspiracy, and that each defendant, directly or indirectly, authorized, ratified, and approved the
10 acts of the remaining Defendants, and each of them.

11 **Defendant's Sham Investigation as Demonstrative of Actual Malice**

12 14. Defendants engaged in one or more investigations of Plaintiffs' allegations as set
13 forth herein and as relayed to Plaintiffs' superiors. However, the investigations constituted a
14 purposeful avoidance of truth, inaction, and failure to investigate which was a product of a deliberate
15 decision not to acquire knowledge of facts that would confirm Plaintiffs' allegations.

16 15. The failure to meaningfully investigate Plaintiffs' complaints establishes pretext,
17 because an inadequate investigation is evidence of pretext. The lack of a rigorous investigation by
18 Defendants is evidence suggesting that Defendant did not value the discovery of the truth so much
19 as a way to cover up the illegality that was uncovered when Plaintiff made their complaints.

20 16. Further, the failure to react promptly to Plaintiffs' complaint, or to reprimand the
21 wrongdoers strongly, is evidence relevant to determine whether the employer took sufficient
22 remedial action. Defendants' failure to timely interview the material witnesses is evidence of
23 inadequate remedial action, as Defendant made little or no attempt to investigate Plaintiffs' version
24 of events.

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1 **Satisfaction of Prolawsuit Requirements**

2 17. Plaintiffs timely obtained a Right-to-Sue Letter from the Department of Fair
3 Employment and Housing. A true and correct copy of the letter are heretofore attached as
4 **“EXHIBIT 1.”**

5 18. Plaintiffs exhausted all administrative remedies under the California Private
6 Attorneys General Act (“PAGA”), by filing a PAGA Claim with the California Workplace
7 Development Agency (“LWDA”) and prosecuting this lawsuit in the court at least sixty-five (65)
8 days hence. A true and correct copy of the PAGA Notice duly served upon Defendants is heretofore
9 attached as **“EXHIBIT 2”**.

10 **Factual Allegations**

11 19. Plaintiffs were experienced cannabis trimmers. Plaintiff RIVADENEYRA was hired
12 by Defendants on September 7, 2021. Plaintiff DE LA CRUZ was hired by Defendants around June
13 2019.

14 20. Plaintiffs’ were not paid overtime as the result of stacked shifts that they worked for
15 Defendants’ related entities.

16 21. After starting her employment, plaintiff RIVADENEYRA asked to work in the
17 “Jungle,” or the grow area. She was told that the name of the company was the “Jungle Boys” for
18 a reason: that no women were allowed in the grow area. Plaintiff RIVADENEYRA said she would
19 like to be the first woman to work in the grow area, but Defendants refused to allow her in this men-
20 only area, even though she had the requisite skills and experience.

21 22. Plaintiff RIVADENEYRA was also warned not to get pregnant, that pregnant
22 women were not allowed to work for Defendants and would immediately be terminated.

23 23. Plaintiffs worked at four different locations for Defendants, all within a few miles of
24 each other, and all within Los Angeles County. Defendants employed approximately 200 employees
25 across their various locations. Plaintiffs are informed and believe, and thereupon allege, that there
26 exists a unity of ownership and interest as between all Defendants and that the separate entities only
27 exist in order to attempt to avoid compliance with Defendants’ obligations under the California
28 Labor Code.

1 24. Plaintiffs were paid by all four named entities for nearly identical work. TLC paid
2 Plaintiffs by check, LA FARMERS and ELISE paid Plaintiffs by direct deposits, and HEZEKIAH
3 paid by cash only. Plaintiffs only received itemized wage statements from TLC, LA FARMERS,
4 and HEZEKIAH. Plaintiffs never received itemized wage statements from ELISE.

5 25. Plaintiffs had a badge which they used to scan on a timekeeping machine to clock in
6 and out at all locations. Plaintiffs would clock in at one location, then their supervisor would send
7 them to another location to perform the same work for another related entity. Later, the supervisor,
8 would no longer allow Plaintiffs and others similarly situated to clock in and out, and the supervisor
9 would personally clock all employees in and out after transporting them to other locations owned
10 and operated by the same Defendants.

11 26. Plaintiffs and others similarly situated would use their private vehicles to drive to
12 various locations owned by the same Defendants while on the clock but were never paid mileage in
13 violation of Lab. Code § 2802.

14 27. All of Plaintiffs' paychecks were rounded to the dollar, leading Plaintiff to be
15 concerned that they were the victim of wage theft, as they were no longer permitted to clock out by
16 their supervisor, who ostensibly was responsible for tracking their hours worked.

17 28. Plaintiff RIVADENEYRA made an oral complaint about non-payment of wages and
18 non-payment of overtime to her supervisor, who was her direct supervisor while she worked for
19 each of the four related entities during the workday.

20 29. Plaintiff RIVADENEYRA became ill and had to go the emergency room on
21 December 18, 2020. She had a doctor's note excusing her from work for the next three days, which
22 she provided to her supervisor . Her supervisor refused to honor the doctor's note and ordered her
23 back to work after only two days off.

24 30. Shortly thereafter, in January 2021, plaintiff RIVADENEYRA let her supervisor
25 know that she would need to go to see her physician for a follow-up appointment to her ER visit.
26 Approximately a week later, she let her supervisor know she had a follow-up appointment with her
27 physician on January 18, 2021. Her supervisor grew upset and asked her why she needed more time
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1 off and demanded to know the specific medical condition that she was treating. She refused to
2 disclose the specific medical condition, as she felt this was an invasion of her medical privacy.

3 31. On January 23, 2021, plaintiff RIVADENEYRA had to take time off due to a private
4 medical issue.

5 32. Plaintiff RIVADENEYRA's visit to the emergency room related to a medical
6 procedure that she undertook in order to not lose her job, as Defendants had warned her that she
7 would be fired if she became pregnant. The resulting illness was caused by Defendants' unlawful
8 policies towards women, and specifically, towards pregnant women.

9 33. Also in January 2021, plaintiff RIVADENEYRA injured her elbow while in the
10 employ of Defendants, her second injury while working for Defendants. Plaintiff underwent an
11 outpatient medical procedure to treat her second occupational injury, providing medical
12 certifications for all days of work missed.

13 34. Plaintiff RIVADENEYRA became ill again in February 2021 in relation to her
14 medical procedure in January 2021. She asked for time off from February 11-12, 2021 for medical
15 appointments. Her supervisor responded: "Again!?!? Why is there so much wrong with you? You
16 know I can write you up for missing so many days."

17 35. Around February 2021, Plaintiffs complained to Defendants that they were not being
18 paid overtime, their supervisor was clocking them in and out so they were no longer being paid for
19 all hours actually worked, and that their supervisor was retaliating against them for taking breaks
20 and using the restroom.

21 36. In response, their supervisor threatened to reduce their work hours and reprimand
22 them.

23 37. In April 2021, plaintiff RIVADENEYRA's supervisor followed through on his threat
24 to reduce her hours by reducing her weekly schedule from six days to five days and gave her a
25 retaliatory reprimand.

26 38. On April 12, 2021, plaintiff RIVADENEYRA left work due to an ear infection and
27 received a doctor's note.

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1 39. On April 17, 2021, plaintiff RIVADENEYRA called out sick again, and her
2 supervisor responded as follows: *“Too many call off with you.always something going on with*
3 *you.im write you up when you come back ...” “From now on im only giving you 5 day a week*
4 *Thursday will be your day off.”*

5 40. From this point forward, Defendants refused to permit plaintiff RIVADENEYRA to
6 use her sick days, and Defendants refused to explain the sick time policy as it applied to her, even
7 though sick time appeared as accrued on the wage statements that she actually received.

8 41. As plaintiff RIVADENEYRA was the sole earner in her household, she stopped
9 asking for time off for medical appointments. She tried to schedule her medical appointments only
10 on her days off (Thursdays) but was unable to reliably do so. Her physician was only able to see
11 her on Tuesdays, so she was prevented from seeking medical care for her conditions.

12 42. Around July 1, 2021, Defendants demanded that all employees sign a “Cultivation
13 Code of Ethics” but refused to provide their employees with a copy of the document or allow the
14 employees to review the document before signing. Employees were only provided with a signature
15 page. Plaintiffs protested and refused.

16 43. Around July 3, 2021, Plaintiffs’ supervisor observed a number of employees taking
17 their lunch break at their private vehicles, as there was no break area on the premises. A coworker
18 had an open beer container, and Plaintiffs’ supervisor intervened and informed all present that he
19 was going to notify HR. Of the six employees present at the time of the incident, Plaintiffs were the
20 only ones suspended and sent home. Plaintiffs were not drinking alcohol. However, this was used
21 as a pretext to terminate Plaintiffs, although none of the other employees, including those who were
22 drinking beer, were reprimanded at all.

23 44. After being sent home, plaintiff RIVADENEYRA emailed HR on the same day and
24 asked to discuss the incident and her lack of culpability with respect to same. HR responded and
25 asked her to come in to speak with them on July 6, 2021.

26 45. On July 6, 2021, plaintiff RIVADENEYRA reported to HR and was handed
27 documents to sign by the HR Manager, which she believed constituted a resignation and release of
28 all claims against Defendants for violations of the Labor Code and the Fair Employment and

1 Housing Act, et al. She was told that she was being terminated for being under the influence of
2 alcohol at work. She protested and stated that as she had not been drinking, that there was no proof
3 of such. She noted that her supervisor had taken a photo of the employees when he had confronted
4 them, and that photo had been sent to her. She also noted that the photographic evidence would
5 prove that the alcoholic beverage was not in her possession at the time of the incident, and that the
6 termination was unlawful and pretextual. She also protested that there were five other employees
7 present, and none of them were being terminated or reprimanded, even though it was clear that one
8 or more of the other five was in fact drinking alcohol on the premises.

9 46. Plaintiff RIVADENEYRA demanded to know which of the four related entities were
10 terminating her, and the HR Manager made a declaration against interest by stating that each of the
11 four employing entities were alter egos of each other.

12 47. At this point, security personnel arrived and falsely imprisoned plaintiff
13 RIVADENEYRA upon orders by the HR Manager. The HR Manager told she could only leave the
14 room if she signed the separation documents, and ordered her to sign them. She refused. A second
15 HR representative arrived and blocked the exit, and also ordered her to sign the separation
16 documents. She felt trapped and used physical force to be released from her false imprisonment.

17 48. Plaintiffs did not receive their final paycheck with all wages due and owing at the
18 time of their termination on July 6, 2021, nor within the next 30 calendar days. Plaintiff
19 RIVADENEYRA emailed HR on the date of her termination requesting her final paycheck and any
20 itemized wage statements. Instead, Plaintiffs received an envelope with cash on July 7, 2021 with
21 no itemized wage statements. This final payment did not include all wages due and owing to
22 Plaintiffs, and did not excuse Defendants from compliance with Lab. Code § 203.

23 49. Further, Defendants never responded to lawful requests for copies of Plaintiffs'
24 employment file.

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1 **FIRST CAUSE OF ACTION**

2 **UNLAWFUL RETALIATION**

3 **Lab. Code § 1102.5**

4 **(All Plaintiffs Against All Defendants)**

5 50. Plaintiffs reallege, and incorporate herein by their reference, each and every
6 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
7 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
8 stated.

9 51. Defendants were employers for purposes of California law.

10 52. These Defendants employed Plaintiffs as provided by Lab. Code § 1106.

11 53. Plaintiffs disclosed to a person with authority over Plaintiff, or an employee with
12 authority to investigate, discover, or correct legal violations or noncompliance with a local, state, or
13 federal rule or regulation. This violation of, or noncompliance with, a local, state, or federal rule or
14 regulation that Plaintiffs brought to the attention of their employer was one or more of the following:
15 Labor Code.

16 54. Plaintiffs had reasonable cause to believe the information disclosed a violation of, or
17 noncompliance with, a local, state, or federal rule or regulation.

18 55. Defendants subjected Plaintiffs to one or more of the following adverse employment
19 actions: asked impermissible non-job-related questions; denied any employment benefit or
20 privilege; denied reasonable accommodation for a disability; terminated.

21 56. Plaintiffs' disclosure of information or refusal to participate in an unlawful act was
22 a contributing factor in these defendants' decision to take one or more of the aforementioned adverse
23 employment actions against Plaintiffs.

24 57. Plaintiffs were harmed.

25 58. These defendants' conduct was a substantial factor in causing Plaintiffs' harm.

26 59. In doing the things herein alleged, the acts and conduct of these defendants
27 constituted "malice," "oppression" and/or "fraud" (as those terms are defined by Civ. Code §
28 3294(c)), in that these acts were intended by these defendants to cause injury to Plaintiffs and/or

1 constituted despicable conduct carried on by these defendants with willful and conscious disregard
2 of the rights of Plaintiffs, with the intention of these defendants to deprive Plaintiffs of property and
3 legal rights, and were authorized or approved by these defendants, justifying an award of exemplary
4 and punitive damages in an amount according to proof, in order to deter these defendants from
5 similar conduct in the future, should be made.

6 **SECOND CAUSE OF ACTION**

7 **UNLAWFUL RETALIATION**

8 **Lab. Code § 6310**

9 **(Plaintiff RIVADENEYRA Against Entity Defendants Only)**

10 60. Plaintiff realleges, and incorporates herein by their reference, each and every
11 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
12 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
13 stated.

14 61. These defendants were employers, or persons acting on behalf of the employer, for
15 purposes of California law.

16 62. Plaintiff was an employee of these defendants, performing work on behalf of these
17 Defendants.

18 63. Plaintiff reported a work-related injury or exercised any other rights protected by the
19 federal Occupational Safety and Health Act.

20 64. These defendants discharged, or in any manner discriminated against Plaintiff,
21 because she had reported a work-related injury or exercised any other rights protected by the federal
22 Occupational Safety and Health Act.

23 65. In doing the things herein alleged, the acts and conduct of these defendants
24 constituted “malice,” “oppression” and/or “fraud” (as those terms are defined by Civ. Code §
25 3294(c)), in that these acts were intended by these defendants to cause injury to Plaintiff and/or
26 constituted despicable conduct carried on by these defendants with willful and conscious disregard
27 of the rights of Plaintiff, with the intention of these defendants to deprive Plaintiff of property and
28 legal rights, and were authorized or approved by these defendants, justifying an award of exemplary

1 and punitive damages in an amount according to proof, in order to deter these defendants from
2 similar conduct in the future, should be made.

3 **THIRD CAUSE OF ACTION**

4 **FEHA DISCRIMINATION: DISPARATE TREATMENT**

5 **Gov. Code § 12940(a)**

6 **(Plaintiff RIVADENEYRA Against Entity Defendants Only)**

7 66. Plaintiff realleges, and incorporates herein by their reference, each and every
8 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
9 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
10 stated.

11 67. These defendants were employers with more than five employees or another entity
12 subject to the FEHA.

13 68. Plaintiff was an employee of these defendants

14 69. These defendants subjected Plaintiff to one or more of the following adverse
15 employment actions: asked impermissible non-job-related questions; denied accommodation for
16 pregnancy; denied any employment benefit or privilege; denied equal pay; denied reasonable
17 accommodation for a disability; denied work opportunities or assignments; reprimanded;
18 suspended; terminated.

19 70. One or more of the following protected statuses applicable to Plaintiff were a
20 substantial motivating reason for these defendants to subject Plaintiff to one or more of the
21 aforementioned adverse employment action: disability (physical or mental); pregnancy,
22 sex/gender.

23 71. Plaintiff was harmed.

24 72. These defendants' conduct was a substantial factor in causing Plaintiff's harm.

25 73. In doing the things herein alleged, the acts and conduct of these defendants
26 constituted "malice," "oppression" and/or "fraud" (as those terms are defined by Civ. Code §
27 3294(c)), in that these acts were intended by these defendants to cause injury to Plaintiff and/or
28 constituted despicable conduct carried on by these defendants with willful and conscious disregard

1 of the rights of Plaintiff, with the intention of these defendants to deprive Plaintiff of property and
2 legal rights, and were authorized or approved by these defendants, justifying an award of exemplary
3 and punitive damages in an amount according to proof, in order to deter these defendants from
4 similar conduct in the future, should be made.

5 **FOURTH CAUSE OF ACTION**

6 **FEHA DISCRIMINATION: FAILURE TO PROVIDE A REASONABLE**
7 **ACCOMMODATION**

8 **Gov. Code § 12940(a)**

9 **(Plaintiff RIVADENEYRA Against Entity Defendants Only)**

10 74. Plaintiff realleges, and incorporates herein by their reference, each and every
11 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
12 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
13 stated.

14 75. These defendants were employers with more than five employees or another entity
15 subject to the FEHA.

16 76. Plaintiff was an employee of these defendants.

17 77. These defendants knew that Plaintiff had, or had a history of having, a physical
18 condition that limited major life activities.

19 78. Plaintiff was able to perform the essential job duties of their current position, or the
20 position for which they applied, either with or without reasonable accommodation for their
21 condition.

22 79. These defendants subjected Plaintiff to one or more of the following adverse
23 employment actions: asked impermissible non-job-related questions; denied accommodation for
24 pregnancy; denied any employment benefit or privilege; denied equal pay; denied reasonable
25 accommodation for a disability; denied work opportunities or assignments; reprimanded;
26 suspended; terminated.

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1 88. Plaintiff requested that these defendants make a reasonable accommodation for their
2 physical condition that limited major life activities so that they would be able to perform the
3 essential job requirements.

4 89. These defendants failed to participate in a timely good-faith interactive process with
5 Plaintiff to determine whether reasonable accommodation could be made.

6 90. Plaintiff was harmed.

7 91. These defendants' failure to engage in a good-faith interactive process was a
8 substantial factor in causing Plaintiff's harm.

9 92. In doing the things herein alleged, the acts and conduct of these defendants
10 constituted "malice," "oppression" and/or "fraud" (as those terms are defined by Civ. Code §
11 3294(c)), in that these acts were intended by these defendants to cause injury to Plaintiff and/or
12 constituted despicable conduct carried on by these defendants with willful and conscious disregard
13 of the rights of Plaintiff, with the intention of these defendants to deprive Plaintiff of property and
14 legal rights, and were authorized or approved by these defendants, justifying an award of exemplary
15 and punitive damages in an amount according to proof, in order to deter these defendants from
16 similar conduct in the future, should be made.

17 **SIXTH CAUSE OF ACTION**

18 **FEHA RETALIATION**

19 **Gov. Code § 12940(h)**

20 **(Plaintiff RIVADENEYRA Against Entity Defendants Only)**

21 93. Plaintiff realleges, and incorporates herein by their reference, each and every
22 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
23 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
24 stated.

25 94. These defendants were employers with more than five employees or another entity
26 subject to the FEHA.

27 95. Plaintiff was an employee of these defendants.

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1 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
2 stated.

3 103. These defendants were employers with more than five employees or another entity
4 subject to the FEHA.

5 104. Plaintiff was an employee of these defendants.

6 105. Plaintiff was subjected to harassment, discrimination, or retaliation in the course of
7 employment.

8 106. These defendants failed to take all reasonable steps to prevent the harassment,
9 discrimination, or retaliation.

10 107. Plaintiff was harmed.

11 108. These defendants' failure to take all reasonable steps to prevent harassment,
12 discrimination, or retaliation was as substantial factor in causing Plaintiff's harm.

13 109. In doing the things herein alleged, the acts and conduct of these defendants
14 constituted "malice," "oppression" and/or "fraud" (as those terms are defined by Civ. Code §
15 3294(c)), in that these acts were intended by these defendants to cause injury to Plaintiff and/or
16 constituted despicable conduct carried on by these defendants with willful and conscious disregard
17 of the rights of Plaintiff, with the intention of these defendants to deprive Plaintiff of property and
18 legal rights, and were authorized or approved by these defendants, justifying an award of exemplary
19 and punitive damages in an amount according to proof, in order to deter these defendants from
20 similar conduct in the future, should be made.

21 **EIGHTH CAUSE OF ACTION**

22 **WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

23 **(All Plaintiffs Against Entity Defendants Only)**

24 110. Plaintiffs reallege, and incorporate herein by their reference, each and every
25 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
26 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
27 stated.

28 111. Plaintiffs were employed by these defendants.

1 112. These defendants discharged Plaintiffs.

2 113. One or more of the following violations of public policy was as substantial
3 motivating reason for Plaintiffs' discharge. This violation of, or noncompliance with, a local, state,
4 or federal rule or regulation that Plaintiffs brought to the attention of their employer was one or
5 more of the following: Labor Code, FEHA, ADA, FLSA, and Pregnancy Disability Leave Law,
6 Title VII of the Civil Rights Act of 1964.

7 114. The discharge was a substantial factor in causing Plaintiffs' harm.

8 115. In doing the things herein alleged, the acts and conduct of these defendants
9 constituted "malice," "oppression" and/or "fraud" (as those terms are defined by Civ. Code §
10 3294(c)), in that these acts were intended by these defendants to cause injury to Plaintiffs and/or
11 constituted despicable conduct carried on by these defendants with willful and conscious disregard
12 of the rights of Plaintiffs, with the intention of these defendants to deprive Plaintiffs of property and
13 legal rights, and were authorized or approved by these defendants, justifying an award of exemplary
14 and punitive damages in an amount according to proof, in order to deter these defendants from
15 similar conduct in the future, should be made.

16 **NINTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE MEAL AND REST PERIODS**

18 **Lab. Code § 226.7**

19 **(All Plaintiffs Against Entity Defendants Only)**

20 116. Plaintiffs reallege, and incorporate herein by their reference, each and every
21 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
22 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
23 stated.

24 117. These defendants were employers for purposes of California law.

25 118. Plaintiffs were employees of these defendants.

26 119. These defendants did not make available meal and/or rest periods available to
27 Plaintiffs and other aggrieved employees as required by Lab. Code § 226.7 on a continuous,
28 ongoing, and systematic basis.

1 or any work in excess of 40 hours in any one workweek, and double-time pay for work in excess of
2 12 hours in one workday. In any action under Lab. Code § 1194 to recover overtime and double-
3 time wages, an aggrieved employee is entitled to interest thereon, reasonable attorney's fees, and
4 costs of suit.

5 127. Throughout Plaintiffs and other aggrieved employees' employment with these
6 defendants, these defendants engaged in a practice of failing to pay overtime wages. At all times
7 relevant, Plaintiffs and other aggrieved employees were full-time, non-exempt employees of these
8 defendants entitled to overtime pay.

9 128. In addition to that, sums due and owing to Plaintiffs, and by virtue of these
10 defendants' violation of Lab. Code § 1194, Plaintiffs are entitled for this period to liquidated
11 damages, with interest thereon, pursuant to Lab. Code § 1194.2.

12 129. As a proximate result of Defendants' wrongful conduct, Plaintiffs and other
13 aggrieved employees have been deprived of his rightfully earned compensation. Therefore,
14 Plaintiffs are entitled to recover the total unpaid balance of wages and liquidated damages, plus
15 interest, reasonable attorneys' fees, and costs of suit.

16 **ELEVENTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

18 **Lab. Code § 226**

19 **(All Plaintiffs Against Entity Defendants Only)**

20 130. Plaintiffs reallege, and incorporate herein by their reference, each and every
21 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
22 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
23 stated.

24 131. These defendants were employers for purposes of California law.

25 132. Plaintiffs were employed by these defendants.

26 133. These defendants failed, semimonthly, or at the time of each payment of wages, to
27 furnish to Plaintiffs and other aggrieved employees, either as a detachable part of the check, draft,
28 or voucher paying the employee's wages, or separately when wages are paid by personal check or
cash, an *accurate* itemized statement in writing showing (1) gross wages earned, (2) total hours

1 worked by the employee, except for any employee whose compensation is solely based on a salary
2 and who is exempt from payment of overtime under subdivision (a) of Lab. Code § 515 or any
3 applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned
4 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
5 provided that all deductions made on written orders of the employee may be aggregated and shown
6 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
7 paid, (7) the name of the employee and his or her social security number, except that by January 1,
8 2008, only the last four digits of their social security number or an employee identification number
9 other than a social security number may be shown on the itemized statement, (8) the name and
10 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
11 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

12 134. Plaintiffs have suffered injury as a result of a knowing and intentional failure by these
13 defendants to comply with these requirements, and therefore Plaintiffs are entitled to recover the
14 greater of all actual damages or \$50 for the initial pay period in which a violation occurs, and \$100
15 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of
16 \$4,000, and is entitled to an award of costs and reasonable attorney's fees.

17 **TWELFTH CAUSE OF ACTION**

18 **WAITING TIME PENALTY**

19 **Lab. Code § 203**

20 **(All Plaintiffs Against Entity Defendants Only)**

21 135. Plaintiffs reallege, and incorporate herein by their reference, each and every
22 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
23 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
24 stated.

25 136. These defendants were employers for purposes of California law.

26 137. Plaintiffs were employees of these defendants. The employment relationship
27 between Plaintiffs and these defendants ended on the date set forth above.

28 //

1 **FOURTEENTH CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

3 **Lab. Code §§ 2698-2699.6**

4 **(All Plaintiffs Against Entity Defendants Only)**

5 145. Plaintiffs reallege, and incorporate herein by their reference, each and every
6 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
7 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
8 stated.

9 146. Plaintiffs are aggrieved employees under the Private Attorneys General Act of 2004
10 (“PAGA”) because they were employed by Defendants during the applicable statutory period and
11 suffered one or more of the violations of the Labor Code set forth in this complaint. Plaintiffs seek
12 to recover on their behalf, on behalf of the State of California, and on behalf of all current and former
13 aggrieved employees of Defendants, the civil penalties provided by PAGA, plus reasonable
14 attorneys’ fees and costs in this representative action.

15 147. Plaintiffs seek penalties pursuant to PAGA for violations of the Lab. Code sections
16 identified herein, in amounts as set forth herein.

17 148. With respect to violations of Lab. Code § 204, Lab. Code § 210 imposes a civil
18 penalty (apart from other penalties) of \$100 for each initial violation, and \$200 for each subsequent
19 violation, in addition to 25% of the amount unlawfully withheld.

20 149. With respect to violations of Lab. Code § 226, Lab. Code § 226.3 imposes a civil
21 penalty in addition to any other penalty provide by law of \$250 per aggrieved employee for the first
22 violation, and \$1,000 per aggrieved employee for each subsequent violation of Lab. Code § 226(a).

23 150. With respect to violations of Lab. Code § 5110, Lab. Code § 558 imposes a civil
24 penalty in addition to any other penalty provided by law of \$50 for initial violations for each
25 underpaid employee for each pay period in addition to an amount equal to the employee’s underpaid
26 wages, and \$100 for subsequent violations for each underpaid employee for each pay period in
27 addition to an amount equal to the employee’s underpaid wages. The statute of limitations with
28

1 respect to penalties under Lab. Cod § 558 is three years. Plaintiffs seek civil penalties in the amount
2 of unpaid wages owed to aggrieved employees pursuant to Lab. Code § 558(a)(3).

3 151. Lab. Code § 2699, *et seq.*, imposes a civil penalty of \$100 per pay period, per
4 aggrieved employee, for initial violations, and \$200 per pay period, per aggrieved employee, for
5 subsequent violations for all Labor Code provisions for which a civil penalty is not specifically
6 provided.

7 152. To the extent applicable, and as set forth herein, Plaintiffs have satisfied the
8 requirements of Lab. Code § 2699.3.

9 **FIFTEENTH CAUSE OF ACTION**

10 **UNFAIR COMPETITION LAW**

11 **Bus. & Prof. Code §§ 17200-17210**

12 **(All Plaintiffs Against Entity Defendants Only)**

13 153. Plaintiffs reallege, and incorporate herein by their reference, each and every
14 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
15 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
16 stated.

17 154. Plaintiffs, on behalf of themselves, and on behalf of others similarly situated, bring
18 this claim pursuant to Bus.& Prof. Code §§ 17200-17210. The conduct of these defendants as
19 alleged in this Complaint has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs,
20 the general public, and others similarly situated to Plaintiffs.

21 155. Plaintiffs seek to enforce important rights affecting the public interest within the
22 meaning of Code Civ. Proc. § 1021.5.

23 156. These defendants have engaged in systematic and ongoing violations of specific
24 provisions of California law, and have engaged in unfair business practices in violation of Bus.&
25 Prof. Code §§ 17200-17210, depriving Plaintiffs, and all persons similarly situated, and all
26 interested persons of rights, benefits, and privileges guaranteed to all under the law.

27 157. Bus.& Prof. Code §§ 17200-17210 prohibits unlawful and unfair business practices,
28 as these laws express fundamental public policies.

1 158. These defendants have violated numerous statutes and public policies. Through the
2 conduct alleged in this Complaint, these defendants, and each of them, have acted contrary to these
3 public policies, have violated specific provisions of California law, and have engaged in other
4 unlawful and unfair business practices in violation of Bus.& Prof. Code §§ 17200-17210, depriving
5 Plaintiffs, all persons similarly situated, and all interested persons of rights, benefits, and privileges
6 guaranteed to all under the law.

7 159. These defendants' conduct, as alleged herein, constitutes unfair competition in
8 violation of Bus.& Prof. Code §§ 17200-17210.

9 160. These defendants, by engaging in the conduct herein alleged either knew — or in the
10 exercise of reasonable care should have known — that the conduct was unlawful, in violation of
11 Bus.& Prof. Code §§ 17200-17210.

12 161. As a proximate result of the above-mentioned acts of these defendants, Plaintiffs,
13 and others similarly situated, have been damaged in a sum as may be proven at time of trial.

14 162. Unless restrained by this Court, these defendants will continue to engage in the
15 unlawful conduct as alleged above. Pursuant to Bus.& Prof. Code §§ 17200-17210, this Court
16 should make such orders or judgments, including the appointment of a receiver, as may be necessary
17 to prevent the use or employment, by these defendants, their agents or employees, of any unlawful
18 or deceptive practice prohibited by Bus.& Prof. Code §§ 17200-17210, and/or including but not
19 limited to, disgorgement of profits which may be necessary to restore Plaintiffs and the putative
20 class members to the money these defendants have unlawfully misappropriated from them. Pursuant
21 to Bus.& Prof. Code §§ 17200-17210, Plaintiffs and others similarly situated are entitled to recover
22 attorneys' fees and costs.

23 163. These defendants' statutory violations (including, but not limited to, pervasive theft
24 and fraud) may be actionable as an "unlawful business practice" under the Unfair Competition Law
25 (Bus.& Prof. Code §§ 17200-17210). The underlying statutory predicates for this claim are those
26 herein identified statutory and/or regulatory violations engaged in by these defendants, which
27 Plaintiffs, and each of them, contend constituted an unlawful, unfair, or fraudulent business act or
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1 practice, both as to each individual statutory violation engaged in by these defendants, as well as in
2 the aggregate as an unlawful, unfair, or fraudulent pattern of business acts and practices.

3 164. The Unfair Competition Law (Bus.& Prof. Code §§ 17200-17210.) applies to
4 conduct violating California law, as in the instant matter. These defendants' unlawful conduct
5 constituted unfair competition because these defendants gained an unfair advantage over
6 competitors who operated their businesses in compliance with California law.

7 165. Plaintiffs hereby provide notice to these defendants that Plaintiffs intends to seek
8 injunctive relief and restitution as to these defendants, to wit: the disgorgement of money or other
9 property belonging to Plaintiffs that these defendants unlawfully obtained.

10 **SIXTEENTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE EMPLOYMENT RECORDS UPON DEMAND**

12 **Lab. Code § 1198.5**

13 **(All Plaintiffs Against Entity Defendants Only)**

14 166. Plaintiffs reallege, and incorporate herein by their reference, each and every
15 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
16 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
17 stated.

18 167. Plaintiffs were employees of these defendants.

19 168. Plaintiffs, by and through their attorneys of record, made a written demand upon
20 these defendants that they make the contents of Plaintiffs' personnel records available for inspection
21 or copying no later than 30 calendar days from the date of the written demand.

22 169. More than 30 calendar days passed after the date of the written demand by Plaintiffs
23 to these defendants for Plaintiffs' personnel records, and no such records were made available for
24 inspection or copying by Plaintiffs or Plaintiffs' representatives.

25 170. Plaintiffs and other aggrieved employees did not excuse the timely production of
26 personnel records, nor were these defendants otherwise excused from production of same pursuant
27 to the terms of Lab. Code § 1198.5.

28 //

1 171. These defendants are therefore liable to Plaintiffs and other aggrieved employees for
2 a civil penalty of \$750 pursuant to Lab. Code § 1198.5(k) and attorney’s fees and costs of suit
3 pursuant to Lab. Code § 1198.5(l).

4 **SEVENTEENTH CAUSE OF ACTION**

5 **FALSE IMPRISONMENT**

6 **Penal Code 236 PC**

7 **(Plaintiff RIVADENEYRA Against Entity Defendants Only)**

8 172. Plaintiff realleges, and incorporates herein by their reference, each and every
9 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein. Further,
10 all allegations set forth in this cause of action are pled upon information and belief, unless otherwise
11 stated.

12 173. Defendants intentionally deprived Plaintiff of her freedom of movement by use of
13 physical barriers, force, threats of force, menace, fraud, deceit, and/or unreasonable duress.

14 174. The restraint, confinement, and/or detention compelled Plaintiff to stay or go
15 somewhere for some appreciable time, however short.

16 175. Plaintiff did not knowingly and/or voluntarily consent.

17 176. Plaintiff was actually harmed.

18 177. Defendants’ conduct was a substantial factor in causing Plaintiff’s harm.

19 178. In doing the things herein alleged, the acts and conduct of these defendants
20 constituted “malice,” “oppression” and/or “fraud” (as those terms are defined by Civ. Code §
21 3294(c)), in that these acts were intended by these defendants to cause injury to Plaintiff and/or
22 constituted despicable conduct carried on by these defendants with willful and conscious disregard
23 of the rights of Plaintiff, with the intention of these defendants to deprive Plaintiff of property and
24 legal rights, and were authorized or approved by these defendants, justifying an award of exemplary
25 and punitive damages in an amount according to proof, in order to deter these defendants from
26 similar conduct in the future, should be made.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as against Defendants, jointly and severally, as follows, for:

- 1) Compensatory damages in an amount according to proof at time of trial.
- 2) Attorney’s fees and costs pursuant to all applicable statutes.
- 3) Liquidated damages pursuant to Lab. Code § 1194.2.
- 4) Restitution for unfair competition pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, including disgorgement of profits, in an amount as may be proven at time of trial.
- 5) Punitive, or exemplary damages pursuant to Civ. Code § 3294.
- 6) Costs of suit incurred.
- 7) Statutory penalties according to proof at time of trial.
- 8) Prejudgment interest on all amounts claimed pursuant to Civ. Code §§ 3287-3288, and/or any other applicable provision of law providing for prejudgment interest.
- 9) All other general, specific, direct, indirect, consequential, and incidental damages, in an amount according to proof at time of trial.
- 10) Such other and further relief as the Court may deem proper.

ROMERO LAW, APC

DATED: April 27, 2022

By: _____ /s/
Alan Romero
Robert S. Myong
Elizabeth Villarreal
Attorneys for Plaintiffs
DONNA RIVADENEYRA
AND MARIO DE LA CRUZ

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DEMAND FOR JURY TRIAL

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Plaintiffs hereby make demand for Jury Trial.

ROMERO LAW, APC

DATED: April 27, 2022

By: _____ /s/

**Alan Romero
Robert S. Myong
Elizabeth Villarreal
Attorneys for Plaintiffs
DONNA RIVADENEYRA
AND MARIO DE LA CRUZ**

EXHIBIT 1



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

December 28, 2021

Alan Romero
251 S. Lake Avenue, Suite 930
Pasadena, CA 91101

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202112-15740129
Right to Sue: Rivadeneyra / Toluca Lake Collective, Inc. et al.

Dear Alan Romero:

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

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

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

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

December 28, 2021

RE: Notice of Filing of Discrimination Complaint
DFEH Matter Number: 202112-15740129
Right to Sue: Rivadeneyra / Toluca Lake Collective, Inc. et al.

To All Respondent(s):

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

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be made within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email DRDOnlinerequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

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

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

December 28, 2021

Donna Rivadeneyra

,

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 202112-15740129
Right to Sue: Rivadeneyra / Toluca Lake Collective, Inc. et al.

Dear Donna Rivadeneyra:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective December 28, 2021 because an immediate Right to Sue notice was requested.

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

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be submitted to the DFEH within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

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

Sincerely,



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
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Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
 (Gov. Code, § 12900 et seq.)

5 **In the Matter of the Complaint of**

6 Donna Rivadeneyra

DFEH No. 202112-15740129

7 Complainant,

8 vs.

9 Toluca Lake Collective, Inc.

10 ,

11 Samantha Unknown

12 ,

13 Los Angeles Farmers, Inc.

14 ,

15 Top Shelf Lifestyle, LLC

16 ,

17 Carlos Unknown

18 ,

19 Elise Management, Inc.

20 ,

21 Hezekiah Incorporated

22 ,

23 Jungle Boys

24 ,

25 Respondents

26 **1.** Respondent **Toluca Lake Collective, Inc.** is an **employer** subject to suit under the California
27 Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

28 **2.** Complainant is naming **Samantha Unknown** individual as Co-Respondent(s).
Complainant is naming **Los Angeles Farmers, Inc.** business as Co-Respondent(s).

1 Complainant is naming **Top Shelf Lifestyle, LLC** business as Co-Respondent(s).
Complainant is naming **Carlos Unknown** individual as Co-Respondent(s).
2 Complainant is naming **Elise Management, Inc.** business as Co-Respondent(s).
Complainant is naming **Hezekiah Incorporated** business as Co-Respondent(s).
3 Complainant is naming **Jungle Boys** business as Co-Respondent(s).

4 **3. Complainant Donna Rivadeneyra**, resides in the City of , State of .

5
6 **4. Complainant alleges that on or about July 6, 2021**, respondent took the following
adverse actions:

7 **Complainant was harassed** because of complainant's sex/gender, disability (physical or
8 mental), medical condition (cancer or genetic characteristic), sexual harassment- hostile
environment, family care or medical leave (cfra), pregnancy, childbirth, breast feeding,
9 and/or related medical conditions.

10 **Complainant was discriminated against** because of complainant's sex/gender, disability
(physical or mental), medical condition (cancer or genetic characteristic), pregnancy,
11 childbirth, breast feeding, and/or related medical conditions, sexual harassment- hostile
environment, family care or medical leave (cfra) and as a result of the discrimination was
12 terminated, laid off, forced to quit, denied hire or promotion, reprimanded, suspended,
demoted, asked impermissible non-job-related questions, denied any employment benefit or
13 privilege, denied reasonable accommodation for a disability, denied accommodation for
pregnancy, denied work opportunities or assignments, denied or forced to transfer, denied
14 family care or medical leave (cfra).

15 **Complainant experienced retaliation** because complainant reported or resisted any form
of discrimination or harassment, requested or used a pregnancy-disability-related
16 accommodation, requested or used a disability-related accommodation, participated as a
witness in a discrimination or harassment complaint, requested or used family care or
17 medical leave (cfra) and as a result was terminated, laid off, forced to quit, denied hire or
promotion, reprimanded, suspended, demoted, asked impermissible non-job-related
18 questions, denied any employment benefit or privilege, denied reasonable accommodation
for a disability, denied accommodation for pregnancy, denied work opportunities or
19 assignments, denied or forced to transfer, denied family care or medical leave (cfra).

20
21 **Additional Complaint Details:** 1. Plaintiff was an experienced cannabis trimmer hired by
Defendants on September 7, 2021.

22 2. Plaintiff's hourly rate was \$15.00 per hour, but was not paid overtime as the result of
stacked shifts that she worked for Defendants' related entities.

23 3. Plaintiff regular work schedule was from 9:00AM to 7:00PM Monday through
24 Saturday, for a total of 54 hours per week.

25 4. Plaintiff worked from 9:00AM until 2:00PM and then received a one-hour lunch
break. Plaintiff then worked from 3:00PM until 7:00PM with no further breaks.

1 5. After starting her employment, Plaintiff asked to work in the “Jungle,” or the grow
2 area. Plaintiff was told that the name of the company was the “Jungle Boys” for a reason:
3 that no women were allowed in the grow area. Plaintiff said she would like to be the first
4 woman to work in the grow area, but Defendants refused to allow her in this men-only area,
5 even though she had the requisite skills and experience.

6 6. Plaintiff was also warned not to get pregnant, that pregnant women were not allowed
7 to work for Defendants and would immediately be terminated.

8 7. Plaintiff worked at four different locations for Defendants, all within a few miles of
9 each other, and all within Los Angeles County. Defendants employed approximately 200
10 employees across their various locations. Plaintiff is informed and believes, and thereupon
11 alleges, that there exists a unity of ownership and interest as between all Defendants and
12 that the separate entities only exist in order to attempt to avoid compliance with Defendants’
13 obligations under the California Labor Code.

14 8. Plaintiff was paid by all four named entities for nearly identical work. TLC paid
15 Plaintiff by check, LA FARMERS and ELISE paid Plaintiff by direct deposit, and HEZEKIAH
16 paid by cash only. Plaintiff only received itemized wage statements from TLC and LA
17 FARMERS. Plaintiff never received itemized wage statements from ELISE nor HEZEKIAH.

18 9. Plaintiff had a badge which she used to scan on a timekeeping machine to clock in
19 and out at all locations. Plaintiff would clock in at one location, then her supervisor would
20 send her to another location to perform the same work for another related entity. Later, the
21 supervisor, Carlos would no longer allow Plaintiff and others similarly situated to clock in and
22 out, and the supervisor would personally clock all employees in and out after transporting
23 them to other locations owned and operated by the same Defendants.

24 10. Plaintiff and others similarly situated would use their private vehicles to drive to
25 various locations owned by the same Defendants while on the clock but was never paid
26 mileage in violation of Lab. Code § 2802.

27 11. All of Plaintiff’s paychecks were rounded to the dollar, leading Plaintiff to be
28 concerned that she was the victim of wage theft, as she was no longer permitted to clock out
by supervisor Carlos, who ostensibly was responsible for tracking her hours worked.

12. Plaintiff made an oral complaint about non-payment of wages and non-payment of
overtime to supervisor Carlos. Notably, Carlos served as her direct supervisor while she
worked for each of the four related entities during the workday.

13. Plaintiff was ill and had to go the emergency room on December 18, 2020. Plaintiff
had a doctor’s note excusing her from work for the next three days, which she
contemporaneously provided to supervisor Carlos. Supervisor Carlos refused to honor the
doctor’s note and ordered Plaintiff back to work after only two days off. Shortly thereafter, in
January 2021, Plaintiff let Carlos know that she would need to go to see her physician for a
follow-up appointment to her ER visit. Approximately a week later, Plaintiff let supervisor
Carlos know that she had a follow-up appointment with her physician on January 18, 2021.
Supervisor Carlos grew upset and asked Plaintiff why she needed more time off and
demanded to know the specific medical condition that Plaintiff was treating. Plaintiff refused
to disclose the specific medical condition, as she felt this was an invasion of her medical
privacy.

14. Plaintiff’s visit to the emergency room related to a medical procedure that Plaintiff
undertook in order to not lose her job, as Defendants had warned Plaintiff that she would be
fired if she became pregnant. The resulting injury and illness was 100% caused by

1 Defendants' unlawful policies towards women, and specifically, towards pregnant women.
2 Plaintiff's follow-up appointments that resulted in her termination were a result of the
3 gynecological procedure that Plaintiff underwent in order to preserve her employment with
4 Defendants, as Plaintiff was the sole breadwinner in her household which included her
5 parents.

6 15. Later this month, Plaintiff injured her elbow while in the employ of Defendants, her
7 second injury while working for Defendants. Plaintiff underwent an outpatient medical
8 procedure to treat her second occupational injury, providing medical certifications for all
9 days of work missed.

10 16. Plaintiff began to feel sick again in February 2021 in relation to her illness that led to
11 her ER visit on December 28, 2021. Plaintiff asked for time off from February 11-12, 2021
12 for medical appointments. Supervisor Carlos responded as follows to this request for
13 medical leave: "Again!?!? Why is there so much wrong with you? You know I can write you
14 up for missing so many days." Supervisor Carlos then permitted Plaintiff to take the days off
15 to see her physicians.

16 17. During this period of time from January-February 2021, supervisor Carlos threatened
17 to reduce Plaintiff's hours and reprimand her in writing in retaliation for taking protected
18 medical leave.

19 18. Plaintiff suffered extensive and ongoing vaginal bleeding during this period of time
20 due to the gynecological procedure she was forced to undertake due to Defendants' illegal
21 policies requiring that pregnant women be immediately fired.

22 19. Supervisor Carlos relished every opportunity to complain to Plaintiff that she was
23 taking too much time in the bathroom. These extended bathroom breaks were often caused
24 by uncontrolled bleeding occasioned by the gynecological procedure and subsequent UTI.

25 20. In April 2021, supervisor Carlos followed through on those threats and cut Plaintiff's
26 hours by reducing her weekly schedule from six days to five days and gave Plaintiff a
27 retaliatory written reprimand.

28 21. From this point forward, Defendants refused to permit Plaintiff to use her sick days,
and Defendants refused to explain the sick time policy as it applied to Plaintiff, even though
sick time appeared as accrued on the wage statements that Plaintiff actually received.

22 22. As Plaintiff was the sole earner in her household, Plaintiff stopped asking for time off
23 due to medical appointments. Plaintiff tried to schedule her medical appointments only on
24 her days off (Thursdays) but was unable to reliably do so. Plaintiff's physician was only able
25 to see her on Tuesdays, so Plaintiff was prevented from seeking medical care for her
26 conditions.

27 23. During her lunch break on July 3, 2021, supervisor Carlos observed a number of
28 employees taking their lunch break at their private vehicles, as there was no break area on
the premises. One of Plaintiff's male coworkers had an open beer container, and supervisor
Carlos intervened and informed all present that he was going to notify HR. Of the six
employees present at the time of the incident, Plaintiff was the only one suspended and sent
home. Plaintiff was not drinking alcohol. However, this was used as a pretext to terminate
Plaintiff, although none of the other employees, including those who were drinking beer,
were reprimanded at all.

24 24. After being sent home, Plaintiff emailed HR on the same day and asked to discuss
25 the incident and her lack of culpability with respect to same. HR responded and asked her
26 to come in to speak with HR on July 6, 2021.

1 25. On July 6, 2021, Plaintiff reported to HR and was handed documents to sign by HR
2 Manager Samantha, which Plaintiff believed constituted a resignation and release of all
3 claims against Defendants for violations of the Labor Code and the Fair Employment and
4 Housing Act, et al. Plaintiff was told that she was being terminated for being under the
5 influence of alcohol at work. Plaintiff protested and stated that as she had not been
6 drinking, that there was no proof of such. Plaintiff noted that supervisor Carlos had taken a
7 photo of the employees when he had confronted them, and that photo had been sent to
8 Plaintiff. Plaintiff noted that the photographic evidence would prove that the alcoholic
9 beverage was not in her possession at the time of the incident, and that the termination was
10 unlawful and pretextual. Plaintiff protested that there were five other employees present,
11 and none of them were being terminated or reprimanded, even though it was clear that one
12 or more of the other five was in fact drinking alcohol on the premises.

13 26. Plaintiff demanded to know which of the four related entities were terminating her,
14 and HR Manager Samantha made a declaration against interest by stating that each of the
15 four employing entities were alter egos of each other.

16 27. At this point, security personnel arrived and falsely imprisoned Plaintiff upon orders
17 by HR Manager Samantha. HR Manager Samantha told Plaintiff that she could only leave
18 the room if she signed the separation documents, and ordered Plaintiff to sign them.
19 Plaintiff refused. A second HR representative arrived and blocked the exit, and also ordered
20 Plaintiff to sign the separation documents. Plaintiff felt trapped and thus had to become
21 physical agitated in order to be released from the false arrest.

22 28. Plaintiff did not receive her final paycheck with all wages due and owing to her at the
23 time of her termination on July 6, 2021, nor within the next 30 calendar days.

1 VERIFICATION

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

5 On December 28, 2021, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

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Pasadena, CA

EXHIBIT 2



251 S. Lake Avenue, Suite 930
Pasadena, CA 91101-4873

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C (626) 383-3391
E firm@romerolaw.com

December 16, 2021

Via U.S. Certified Mail

Certified Mail Tracking No: 7015 1520 0002 3332 8961

Certified Mail Tracking No: 7015 1520 0002 3332 8923

Hezekiah Incorporated dba Hezekiah, Inc.
c/o Arthur D. Hodge
701 Palomar Airport Road, Suite 300
Carlsbad, California 92011

Los Angeles Farmers, Inc.
c/o Arthur D. Hodge
701 Palomar Airport Road, Suite 300
Carlsbad, California 92011

Toluca Lake Collective, Inc. dba TLC, Inc.
c/o Arthur D. Hodge
701 Palomar Airport Road, Suite 300
Carlsbad, California 92011

Jungle Boys L.A. Farmers
824 17th Street
Los Angeles, California 90023

Elise Management
c/o Arthur D. Hodge
701 Palomar Airport Road, Suite 300
Carlsbad, California 92011

Re: PAGA NOTICE - DONNA RIVADENEYRA, et al.

To Whom It May Concern:

As you know, this office has been retained by DONNA RIVADENEYRA and MARIO DE LA CRUZ, your former employees. I am writing on their behalf pursuant to the Private Attorney General Act of 2004 ("PAGA"). (Labor Code § 2698 *et seq.*)

Pursuant to Labor Code §§ 2698 through 2699.5, a copy of this letter is being sent to the California Labor and Workforce Development Agency, along with a New PAGA Claim Notice, and shall serve as formal PAGA NOTICE to HEZEKIAH INCORPORATED, TOLUCA LAKE COLLECTIVE, INC., ELISE MANAGEMENT, LOS ANGELES FARMERS, INC., and JUNGLE BOYS L.A. FARMERS (collectively "YOU").

Plaintiffs and other aggrieved employees, contend YOU violated, among others, the following specific provisions of the California Labor Code: 201, 203, 223, 226(a) and (e), 226.3, 226.7, 226.8, 246, 510, 552, 558, 1174, 1194, 1199, 6300 *et seq.*, and IWC Wage Order.

The facts and theories which support the violations of the above Labor Code provisions are as follows:

Through various joint enterprises YOU cultivate, manufacture, distribute, and sell medical and recreational cannabis products throughout California. Though the names of the entities differ, YOU have joint management, share resources and employees, jointly market and sell cannabis products under the brand “Jungle Boys.”

Throughout their employment, Plaintiffs and other aggrieved employees worked at all YOUR various entities, usually during the same workday / shift. YOU would have Plaintiffs and other aggrieved employees clock in at one location / entity and then go to another location / entity to perform work. In other instances, you would have Plaintiffs and other aggrieved employees clock out from one location / entity, but they were forced to continue working at another location / entity off the clock and without pay. This resulted in Plaintiffs and other aggrieved employees not receiving proper meal and rest breaks, not being paid for all hours worked, including overtime, not being reimbursed mileage and expenses for going back and forth between YOUR various locations / entities, and receiving pay stubs with fictitious business names, a post office box for the address, and incomplete / inaccurate work hours.

Mr. De La Cruz was hired in around June 2019 as a general laborer. He was last paid \$16.00 per hour. Ms. Rivadeneyra was hired around September 7, 2020, as a general laborer. She was paid \$15.00 per hour. Plaintiffs and other aggrieved employees were scheduled to work 5 days per week from 9:00 a.m. to 7:00 p.m. Plaintiffs and other aggrieved employees’ work hours were rounded, and their supervisors regularly manipulated their work hours by having them clock in and then the supervisors would clock them out. Plaintiffs and other aggrieved employees were not provided rest breaks. They were provided one-hour for lunch after the start of their seventh hour of work.

YOU were notified of all these violations around October 20, 2020 (LWDA-CM-810158-20) but failed to take any corrective action. After complaining about the above, YOU wrongfully discharged Plaintiffs as a form of retaliation in violation of Labor Code § 1102.5 around July 2021.

UNPAID REGULAR AND OVERTIME WAGES

Throughout their employment with YOU, Plaintiffs and other aggrieved employees would generally work 5 days per work. Plaintiffs and other aggrieved employees would work 1 to 2 hours of overtime per day, but based on YOUR system of clocking employees in at one entity, then out, then in at another entity, they were not paid overtime and were not paid for all hours worked. These unlawful practices were done continuously throughout Plaintiffs and other aggrieved employees’ employment with YOU. Plaintiffs and other aggrieved employees have been paid only a fraction of their earned wages. As a result of YOUR intentional refusal to pay Plaintiffs and other aggrieved employees all their regular and overtime wages, YOU are liable to Plaintiffs and other aggrieved employees for such unpaid regular and overtime wages as well as all applicable PAGA penalties, attorney’s fees, and costs of suit.

MEAL AND REST PERIODS

Labor Code §§ 226.7 and 512(a) prohibit employers from employing any person for a work period of more than 5 hours without an uninterrupted meal period of not less than 30 uninterrupted minutes. Labor Code § 226.7 and applicable IWC Wage Orders further require employers to authorize and permit all employees to take uninterrupted rest periods at a rate of 10 minutes net rest time per 4 hours or major fraction thereof. If a meal or rest period is missed, the Labor Code and applicable IWC Wage Orders require the employer to pay the employee one hour of premium pay at the employee's regular hourly rate for each meal period or rest period missed.

While employed by YOU, Plaintiffs and other aggrieved employees were consistently denied rest breaks required under the law. Plaintiffs and other aggrieved employees received a single one-hour lunch break at 2:00 p.m., at the start of their seventh hour of work. Despite these violations, Plaintiffs and other aggrieved employees were never compensated premium pay for their interrupted meal breaks and missed second rest break. As a result, YOU are liable to Plaintiffs and other aggrieved employees for penalties of 1 hour of premium pay for each day that rest periods were not provided and 1 hour of premium pay for each day their meals breaks were provided after their sixth hour of work, as well as PAGA penalties.

WAGE STATEMENTS

YOU failed to provide accurate itemized wage statements in accordance with Labor Code § 226(a) to Plaintiffs and other aggrieved employees. Plaintiffs and other aggrieved employees' weekly wage statements did not include all their hours worked, wages earned, and did not include the premium wages that were owed for missed rest breaks and interrupted meal periods. In addition, YOU failed to provide the legal name and address of Plaintiffs and other aggrieved employees' employer. Labor Code § 226(a)(8). Instead, you used fictitious business names, abbreviations, and a post office box. Labor Code § 226(e) provides a penalty of \$50.00 for the initial pay period in which a violation occurs and \$100.00 per employee for each violation in a subsequent pay period, plus attorney's fees and costs.

WAITING-TIME PENALTIES

Labor Code 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge pursuant to Labor Code § 201, the employer is liable to the employee for penalties.

At the time of Plaintiffs and other aggrieved employees' terminations, YOU owed unpaid regular wages, overtime wages, and premium compensation for missed rest breaks and interrupted meal breaks. YOU willfully refused to pay these to Plaintiffs and other aggrieved employees, and they remain unpaid through the present. Plaintiffs and other aggrieved employees are entitled to restitution and penalties pursuant to Labor Code § 203, as well as all applicable PAGA penalties.

OTHER VIOLATIONS

Plaintiffs and other aggrieved employees were also denied a safe and healthful place of employment, safety devices and safeguards, seating, hygienic rest rooms, and an area to eat their meals in violation of IWC Wage Order and Labor Code § 6300 *et seq.* Plaintiffs and other aggrieved employees were not provided with personal protective equipment, employees were not screened for COVID-19 prior to starting their work shift, the work site was also not properly sanitized, and sick employees were denied sick leave and forced to work even when ill, endangering the health of other employees. As a result of YOUR intentional refusal to provide a safe and healthful place of employment, YOU are liable to Plaintiffs and other aggrieved employees for all applicable PAGA penalties, attorney's fees, and costs of suit.

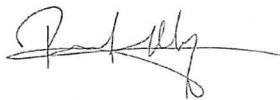
REPRESENTATIVE ACTION

Please be advised that, upon expiration of the time periods set forth in California Labor Code § 2699.3, our clients will initiate and/or amend an action against YOU, on behalf of themselves and on a representative basis for all affected employees, to request relief afforded under PAGA. Our clients will seek these penalties on their own behalf, the State of California, and YOUR current and former employees. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969)

In addition, our clients will seek such penalties against YOU, YOUR related entities and individuals, and all other individuals who have "violate[d], or cause[d] to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission." (Labor Code § 558)

Respectfully,

ROMERO LAW, APC



Robert S. Myong

cc: *California Labor & Workforce Development Agency*
Attn: PAGA Administrator
(Via the Online Portal)