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9 **IN THE SUPERIOR COURT FOR THE COUNTY OF
RIVERSIDE, SOUTHWEST JUSTICE CENTER**

10 JRIYA VAN, an individual,

11 PLAINTIFF,

12 vs.

13
14 RANCHO REPROGRAPHICS, INC.;
15 and GARY CHANCE, an individual,
16 and DOES 1-25,

17 Defendants.

Case No.: **MCC2000810**

COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL FOR:

- (1) Retaliation for Reporting and Resisting Sexual Harassment;
- (2) Sexual Harassment;
- (3) Failure to Prevent Sexual Harassment;
- (4) Retaliation for Reporting Safety Complaints to Employer;
- (5) Retaliation for Reporting and Resisting Illegal Conduct;
- (6) Retaliation for Exercising Rights of an Employee;
- (7) Wrongful Termination in Violation of Public Policy;
- (8) Waiting Time Penalties for Untimely Payment of Final Wages on Termination

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24 **TO THE CLERK OF THE COURT, THE PARTIES AND COUNSEL:**

25 1. By this action, PLAINTIFF seeks penalties, damages, restitution, and
26 any other remedies the Court deems just, due to the misconduct committed by the
27

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

1 DEFENDANTS as alleged in this Complaint for violations including, but not
2 limited to, sexual harassment and wrongful retaliation.

3 2. PLAINTIFF JRIYA VAN (hereinafter “PLAINTIFF”) is an individual,
4 residing in the County of Riverside, City of Murrieta, State of California.

5 3. Defendant RANCHO REPROGRAPHICS, INC. (hereinafter,
6 “DEFENDANT RANCHO”), and is a California Corporation registered with the
7 State of California with its principal place of business located at 27715 Jefferson
8 Avenue, #111, Temecula, CA 92590 in the County of Riverside.

9 4. Defendant GARY CHANCE (hereinafter, “CHANCE”) is an individual,
10 believed to be residing in the County of Riverside, City of Wildomar, State of
11 California.

12 5. All Defendants are sometimes collectively referred to as
13 “DEFENDANTS”, but conduct attributable to only one DEFENDANT or specific
14 DEFENDANTS will be specified by the names above.

15 6. The true names and capacities, whether individual, corporate, associate,
16 or otherwise of the Defendants named herein as DOES 1 through 25, are unknown
17 to PLAINTIFF at this time. PLAINTIFF therefore sues said Defendants by such
18 fictitious names pursuant to § 474 of the California Code of Civil Procedure.

19 PLAINTIFF will seek leave to amend this Complaint to allege the true names and
20 capacities of DOES 1 through 25 when their names are ascertained. PLAINTIFF
21 is informed and believes, and based thereon alleges, that each of the DOE
22 Defendants is in some manner liable to PLAINTIFF for the events and actions
23 alleged herein.

24 7. PLAINTIFF is informed, believes, and based thereon alleges, that at all
25 times relevant, each Defendant was acting as an agent, joint venturer, and/or alter
26 ego for each of the other Defendants, and each were co-conspirators with respect to
27 the acts and the wrongful conduct alleged herein so that each is responsible for the

1 acts of the other in connection with the conspiracy in such wrongful acts with the
2 other Defendants.

3 8. PLAINTIFF is informed, believes, and based thereon alleges, that each
4 Defendant was acting partly within and partly without the scope and course of their
5 employment, and was acting with the knowledge, permission, consent, and
6 ratification of every other Defendant.

7 9. PLAINTIFF is informed and believes, and therefore alleges, that each
8 of the Defendants was an agent, managing general partner, managing member,
9 owner, co-owner, partner, employee, and/or representative of each of the
10 Defendants and was at all times material hereto, acting within the purpose and
11 scope of such agency, employment, contract and/or representation, and that each of
12 them is jointly and severally liable to PLAINTIFF.

13 10. PLAINTIFF is informed and believes, and therefore alleges, that each
14 of the Defendants is liable to PLAINTIFF under legal theories and doctrines
15 including but not limited to (1) joint employer; (2) integrated enterprise; (3)
16 agency; and/or (4) alter ego, based in part, on the facts set forth below.

17 11. PLAINTIFF is informed and believes, and therefore alleges, that each
18 of the named Defendants are part of an integrated enterprise and have acted or
19 currently act as the employer and/or joint employer of PLAINTIFF making each of
20 them liable for the violations alleged herein.

21 12. PLAINTIFF is further informed and believes that the corporate
22 formalities of DEFENDANT RANCHO were not followed by DEFENDANT
23 CHANCE, and that DEFENDANT CHANCE utilized business finances for
24 personal expenses (including, but not limited to, paying approximately \$75,000.00
25 in criminal restitution for his son's criminal conviction in February of 2020 for
26 conspiracy to commit mail fraud in violation of 18 U.S.C. § 1349 in U.S. District
27 Court, Central District of California, Case Number 8:17-cr-00185-PSG).

1 **FACTUAL ALLEGATIONS**

2 13. DEFENDANT RANCHO operates in the business of preparing
3 blueprints for construction projects.

4 14. DEFENDANT CHANCE is the CEO, CFO, 100% shareholder, and
5 agent for service of DEFENDANT RANCHO.

6 15. Melody Chance (DEFENDANT CHANCE’S wife) is the Secretary of
7 DEFENDANT RANCHO.

8 16. PLAINTIFF was hired on or about May 19, 2014 to work in the position
9 of Billing Assistant.

10 17. While PLAINTIFF left for a brief period of time in September 2017 and
11 moved for her husband to attend medical school, she then returned on or about
12 May 30, 2019 to work for DEFENDANTS again in the position of Assistant Office
13 Manager.

14 18. At all relevant times, DEFENDANTS have employed at least 5 or more
15 employees.

16 19. At all relevant times, DEFENDANT CHANCE has acted on behalf of,
17 in association with, and at the direction of DEFENDANT RANCHO, as
18 DEFENDANT CHANCE is the owner and President of DEFENDANT RANCHO.

19 20. At all relevant times during PLAINTIFF’S employment with
20 DEFEDENDANT RANCHO, it was a frequent occurrence for DEFENDANT
21 CHANCE to be intoxicated throughout the day.

22 21. DEFENDANT CHANCE would often (at least once per week) reek of
23 alcohol, slur his words, and stumble while walking.

24 22. Customers have complained to not only PLAINTIFF, but to other
25 employees, including but not limited to the Office Manager, Catherine Cole, about
26 DEFENDANCT CHANCE’S obvious states of intoxication throughout the day.

27 23. PLAINTIFF would often complain to Office Manager Cole about this

1 behavior, who would also then complain to DEFENDANT CHANCE that this was
2 inappropriate.

3 24. However, the complaints never achieved any different behavior out of
4 DEFENDANT CHANCE.

5 25. On numerous occasions during PLAINTIFF'S employment,
6 DEFENDANT CHANCE engaged in a pattern of sexual harassment towards the
7 female employees and created such a hostile work environment based on sexual
8 harassment that it would be intolerable for a reasonable person to work there under
9 such an environment.

10 26. DEFENDANT CHANCE'S sexual harassment included, but is not
11 limited to, the following examples:

- 12 a. Showing pictures, GIFs, and MEMEs of female genitalia and/or explicit
13 sexual jokes to the women employees with his phone by just sticking
14 his phone in front of them and announcing something along the lines of
15 "look at this!" and "I want to show you something!", despite the
16 women telling CHANCE to stop and it is inappropriate on multiple
17 occasions;
- 18 b. Sending text messages to the female employees with pictures, GIFs,
19 and MEMEs of female genitalia and/or explicit sexual jokes, despite
20 the women telling CHANCE to stop and it is inappropriate on multiple
21 occasions;
- 22 c. Making lewd and obscene jokes and comments regarding sex and
23 women in general to the female employees, despite the women telling
24 CHANCE to stop and it is inappropriate on multiple occasions;
- 25 d. Sending text messages to the female employees that contain lewd and
26 obscene jokes and comments regarding sex and women in general to
27 the female employees, despite the women telling CHANCE to stop and

1 it is inappropriate on multiple occasions;

2 e. Walking up behind PLAINTIFF and other women employees while
3 they sit at their computers working and start to massage their
4 shoulders, despite the women telling CHANCE to stop and it is
5 inappropriate on multiple occasions;

6 f. Playing with the hair of female employees, despite the women telling
7 CHANCE to stop and it is inappropriate on multiple occasions;

8 g. Hugging and touching the arms and shoulders of female employees,
9 despite the women telling CHANCE to stop and it is inappropriate on
10 multiple occasions;

11 h. Passing around a “yearbook” for an annual booze fest in San Diego
12 known as “Over The Line” that contained lewd sexual jokes, contained
13 grossly sexually explicit team names (such as “3 bats, 6 balls”,
14 “Cockstar Racing”, “Hairy Balls”, “Cougars Wanted”, “Keep Rhinos
15 Horny”, “Never Moist”, "our sack is your lunch", "lick my sac",
16 "Tittsburgh Feelers", and other obvious sexual innuendos), and
17 contained pictures of nearly naked women and CHANCE encouraged
18 the women of the office to use similar language and engage in similar
19 behavior, despite the women telling CHANCE to stop and it is
20 inappropriate on multiple occasions;

21 i. Showing the female employees pictures of women dressed in sexually
22 provocative Halloween outfits and on at least one occasion when a
23 picture showed a woman lifting her dress over her head and wearing
24 red lingerie with the comment on the picture of “#METOO”,
25 DEFENDANT CHANCE commented, “Yeah right, the #metoo
26 movement....she’s asking for it!”, despite the women telling CHANCE
27 to stop and it is inappropriate on multiple occasions;

- 1 j. Commenting and remarking on the breasts and bodily figures of female
2 customers and making sexual jokes about female customers, despite
3 the women telling CHANCE to stop and it is inappropriate on multiple
4 occasions;
- 5 k. Grabbing the nipples of a male employee on multiple occasions, despite
6 that male employee telling CHANCE to stop;
- 7 l. Using the office security camera to capture still pictures of Officer
8 Manager Catherine Cole's buttocks as she was bending over to pick
9 something up off a low shelf while she was wearing a skirt, and then
10 showed the pictures to PLAINTIFF and other employees while
11 commenting upon Ms. Cole dressing provocatively and commenting
12 about her outfits being "sexy" and commenting about how he has taken
13 other pictures of Ms. Cole in the workplace, despite the women telling
14 CHANCE to stop and it is inappropriate on multiple occasions;
- 15 m. Commenting and remarking to the women employees about how much
16 he likes the "big boobs" and other body parts of the waitresses at the
17 restaurants he frequents during lunch time, despite the women telling
18 CHANCE to stop and it is inappropriate on multiple occasions.

19 27. All such behavior by DEFENDANT CHANCE was done in the
20 workplace and during working hours.

21 28. All such behavior by DEFENDANT CHANCE was objectionable,
22 unwanted, and unconsented to.

23 29. Not only was much of DEFENDANT CHANCE'S sexual harassment
24 direct towards PLAINTIFF, but she also personally witnessed much of the
25 harassment that was directed towards others

26 30. The sexual harassment committed by DEFENDANT CHANCE was so
27 severe and pervasive, and occurred on such a frequent basis, and was so grossly

1 lewd and lascivious, that PLAINTIFF considered the environment to be hostile and
2 abusive towards women.

3 31. Furthermore, a reasonable woman in PLAINTIFF'S position would
4 have also considered the environment to be hostile and abusive towards women.

5 32. PLAINTIFF reasonably believed that such behavior of DEFENDANT
6 CHANCE was illegal, amounting to sexual harassment and hostile work
7 environment.

8 33. PLAINTIFF and others within the office often complained to
9 DEFENDANT CHANCE and asked him to stop, yet he never did stop.

10 34. Each time that DEFENDANT CHANCE attempted to massage
11 PLAINTIFF'S shoulders, she protested and resisted, clearly indicating to him that
12 such behavior was unwanted, yet DEFENDANT CHANCE continued in such
13 behavior the entire time that PLAINTIFF worked for DEFENDANTS.

14 35. PLAINTIFF also complained multiple times to Officer Manager
15 Catherine Cole about such behavior, who in turn reported the complaints to
16 DEFENDANT CHANCE and attempted to obtain DEFENDANT CHANCE'S
17 agreement to cease the illegal behavior, yet such complaints fell on DEFENDANT
18 CHANCE'S deaf ears.

19 36. Each of the employees complained to DEFENDANT CHANCE on
20 multiple occasions (both individually and sometimes as a group) about his on-
21 going sexual comments, sexual jokes, lewd behavior, groping and massing of the
22 employees, and his obvious states of intoxication and repeatedly asked him to stop.

23 37. DEFENDANT CHANCE would always laugh at the complaints and
24 acknowledge the behavior was wrong, and chuckle while making comments such
25 as "I know, I know; I'm bad", and "she loves it!", and mock the women by
26 repeating in a high pitched voice "Gary, stop doing that!" and then repeat the very
27 same behavior that he was being told to stop doing.

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1 38. On at least one occasion, when PLAINTIFF in particular told
2 DEFENDANT CHANCE that it is wrong for him to tug on the ponytail of another
3 female employee, he laughed and expressed something along the lines of “She
4 loves it!”

5 39. Despite the multiple protestations and acknowledgement by CHANCE
6 that his behavior was wrong, he actually never stopped.

7 40. In March of 2020, when the COVID-19 pandemic hit, DEFENDANTS
8 instructed all employees, including PLAINTIFF, to file for unemployment so that
9 they could get paid while the operations were closed temporarily.

10 41. PLAINTIFF filed her forms with the Employment Development
11 Department (“EDD”) on or about March 20, 2020, requesting unemployment
12 benefits, as per DEFENDANTS’ instructions.

13 42. DEFENDANTS filed a response with the EDD on or about April 1,
14 2020 (signed by DEFENDANT CHANCE personally on April 1, 2020) that
15 notified the EDD that the reason for separation between PLAINTIFF and
16 DEFENDANTS was “Business Closed/Plant Shutdown (Temporarily or
17 Permanently)” and “Quarantine ordered by State/Government”.

18 43. Over the course of the next month, DEFENDANTS repeatedly assured
19 PLAINTIFF and all other employees that their jobs were secure and that their
20 employment would be maintained during and after the transition.

21 44. In April of 2020, PLAINTIFF began discussing with DEFENDANTS
22 and Office Manager Catherine Cole plans for how to implement working
23 conditions that would maintain compliance with the “social distancing” restrictions
24 implemented by the State Government and Riverside County officials.

25 45. DEFENDANT CHANCE repeatedly insisted that he intended to open
26 normal operations without appropriate health or safety restrictions in place.

27 46. PLAINTIFF had a telephone conversation with Riverside County health

1 officials on or about April 16, 2020 and was told that, while DEFENDANT
2 RANCHO was neither essential or non-essential, the business could choose to
3 remain open since it supports essential businesses (construction companies), but if
4 DEFENDANT RANCHO chose to remain open, it must still abide by proper
5 health and safety restrictions to comply with “social distancing” orders, including
6 ensuring employees had face coverings, maintaining social distancing, informing
7 employees of Covid symptoms, reminding employees of how to keep good
8 hygiene, reconsider work functions to limit interaction among employees, as well
9 as between employees and customers, etc.

10 47. Furthermore, DEFENDANTS know that one other employee has kidney
11 issues that put her at high risk for contracting the virus, which in turn caused
12 PLAINTIFF and the other employees to have concern for the health and safety of
13 this co-worker if DEFENDANTS forced the employees to continue working
14 without proper restrictions in place.

15 48. As such, PLAINTIFF reasonably believed it would be unlawful to force
16 the employees to come to work without any compliance with “social distancing”
17 restrictions implemented by the State Government and Riverside County officials.

18 49. PLAINTIFF notified DEFENDANT CHANCE that she spoke to
19 Riverside County health officials and was told that DEFENDANTS must abide by
20 health and safety restrictions to ensure compliance with “social distancing” orders
21 and informed DEFENDANT CHANCE of what the types of health and safety
22 restrictions must be followed.

23 50. PLAINTIFF and Officer Manager Catherine Cole proposed multiple
24 possible alternatives for how such restrictions could be honored, such as staggered
25 work schedules so that there would be only a minimal number of employees in the
26 office at the same time so as to ensure and maintain 6’ of distance, DEFENDANTS
27 providing masks and gloves to the employees, and installing plastic shields on the

1 customer counters so that there could be a barrier between the employees and
2 members of the public who come in to the office.

3 51. Any and all suggestions posed by PLAINTIFF and Officer Manager
4 Catherine Cole were reactively refused by DEFENDANT CHANCE.

5 52. PLAINTIFF expressed her concerns that it would be illegal for
6 DEFENDANTS to force the employees to come in to the office without any proper
7 compliance with the health and safety restrictions implemented by government
8 officials.

9 53. On April 24, 2020, PLAINTIFF received via email a notification that
10 PLAINTIFF was terminated, her termination was effective March 19, 2020, and
11 that her accrued and unused paid time off would be paid through payroll on the
12 next payroll run.

13 54. DEFENDANTS' intent for terminating PLAINTIFF was derived from a
14 contribution of the following factors: retaliation for her complaints about
15 DEFENDANTS' refusal to comply with health and safety restrictions required by
16 Government officials, PLAINTIFF speaking to County health officials about the
17 lack of health and safety restrictions implemented by DEFENDANTS, and also as
18 retaliation for her complaints about DEFENDANTS' on-going sexual harassment
19 and creation of a hostile work environment.

20 55. Any other reason that has, or can be, given by DEFENDANTS for
21 termination of PLAINTIFF is false and pretextual.

22 56. Despite PLAINTIFF being terminated on April 24, 2020, which was
23 made retroactively effective March 19, 2020, she did not receive her accrued but
24 unused paid time off wages until April 29, 2020, thereby entitling her to waiting
25 time penalties.

26 57. As a direct result of the foregoing actions of DEFENDANTS,
27 PLAINTIFF has suffered emotional distress and mental anguish evidenced by

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

1 symptoms including but not limited to, crying, loss of sleep, nervousness, feelings
2 of loss of self-worth and despair, feelings of hopelessness, sadness, fear for her
3 safety, public and private embarrassment, and shame.

4 58. PLAINTIFF has exhausted administrative remedies by filing a
5 complaint and obtaining a Right to Sue letter from the Department of Fair
6 Employment and Housing on June 8, 2020.

7 **FIRST CAUSE OF ACTION**
8 **Retaliation for Reporting Sexual Harassment**
9 **California Government Code §§ 12940(h)**
10 **(Against DEFENDANT RANCHO only)**

11 59. PLAINTIFF re-alleges and incorporates by reference the foregoing
12 allegations, as though set forth fully herein.

13 60. At all times herein mentioned, California Government Code sections
14 12940, *et seq.* of the Fair Employment and Housing Act and the corresponding
15 regulations of the California Department of Fair Employment and Housing Act
16 were in full force and effect and were binding on DEFENDANTS.

17 61. These sections, *inter alia*, prohibit DEFENDANTS, from retaliating
18 against employees for reporting or opposing sexual harassment, a form of gender
19 discrimination in the workplace.

20 62. DEFENDANT RANCHO has strict liability, as the conduct was
21 undertaken by DEFENDANT CHANCE, the owner and President of
22 DEFENDANT RANCHO, and DEFENDANT RANCHO knew about, ratified, and
23 failed to prevent DEFENDANT CHANCE'S unlawful conduct.

24 63. As alleged above, PLAINTIFF was subjected to a pattern of severe and
25 pervasive sexual harassment by DEFENDANT CHANCE, the owner and President
26 of DEFENDANT RANCHO.

1 64. PLAINTIFF reported such conduct to DEFENDANT CHANCE and to
2 Officer Manager Catherine Cole, requested that such conduct stop, and expressed
3 her reasonable belief that such conduct was illegal.

4 65. DEFENDANTS ultimately terminated her employment.

5 66. PLAINTIFF'S complaints and opposition to the conduct complained
6 about were at least a substantial motivating factor in DEFENDANTS' decision to
7 terminate PLAINTIFF.

8 67. Such conduct violates sections of the California Fair Employment and
9 Housing Act.

10 68. Within the time provided by law, PLAINTIFF filed a complaint with the
11 California Department of Fair Employment and Housing, in full compliance with
12 the law, and has obtained a right to sue letter, thereby exhausting any applicable
13 administrative remedy requisite to the commencement of this lawsuit.

14 69. As a direct, foreseeable, and proximate result of DEFENDANTS'
15 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress,
16 losses in salary, wages, job benefits, health insurance, and other employment
17 benefits that she would have received from DEFENDANTS, plus expenses for not
18 being regularly employed at her full-time position, all to her damage in a sum
19 within the jurisdiction of this Court, to be ascertained according to proof.

20 70. PLAINTIFF also prays for reasonable costs and attorney fees against
21 DEFENDANTS, as allowed by any and all applicable statutes.

22 71. DEFENDANTS' actions were willful, malicious, oppressive, and were
23 committed with the wrongful intent to injure PLAINTIFF and in conscious
24 disregard of PLAINTIFF'S rights, which entitles PLAINTIFF to exemplary and/or
25 punitive damages in an amount to be proven at trial.

26 72. To the extent that any violations of the above cause of action is based
27 upon the conduct of executives, managers, and supervisors, DEFENDANT

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

1 RANCHO knew about such conduct and ratified such conduct and did so with the
2 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
3 rights.

4 **SECOND CAUSE OF ACTION**

5 **Sexual Harassment**

6 **California Government Code § 12940(j)**

7 **(Against DEFENDANT RANCHO and DEFENDANT CHANCE)**

8 73. PLAINTIFF re-alleges and incorporates by reference the foregoing
9 allegations as though set forth herein.

10 74. At all times herein mentioned, California Government Code §§ 12940,
11 *et seq.* of the Fair Employment and Housing Act (“FEHA”) and the corresponding
12 regulations of the California Department of Fair Employment and Housing Act
13 were in full force and effect and were binding on DEFENDANTS.

14 75. These sections, *inter alia*, require DEFENDANTS, as employers or
15 employees, to refrain from harassing any employee on the basis of, among other
16 things, their gender and sex. Specifically, employers are strictly liable for the
17 sexual harassment committed by a supervising employee and an employee of a
18 covered employer is liable for sexually harassing another employee. § 12940(j)(1)
19 & (3).

20 76. DEFENDANT CHANCE has individual liability under § 12940(j)(3).

21 77. DEFENDANT RANCHO has strict liability, as the conduct was
22 undertaken by DEFENDANT CHANCE, the owner and President of
23 DEFENDANT RANCHO

24 78. As alleged above, PLAINTIFF was subjected to a pattern and practice of
25 sexual harassment by DEFENDANT CHANCE.

26 79. PLAINTIFF is informed and believes, that DEFENDANT RANCHO,
27 through the actions and intentional conduct of DEFENDANT CHANCE approved

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1 and ratified the sexual harassment committed by DEFENDANT CHANCE.

2 80. As alleged above, PLAINTIFF believes and alleges that DEFENDANTS
3 RANCHO and CHANCE subjected her to an unlawful and unwelcome pattern and
4 practice of harassment due to her gender and sex, as alleged in this Complaint.

5 81. The foregoing conduct was offensive and unwanted sexual harassment
6 based on PLAINTIFF's gender. Such misconduct created an intimidating and
7 hostile work environment.

8 82. Such conduct constitutes illegal sexual harassment in violation of
9 Government Code section 12940(j) and other provisions of FEHA.

10 83. DEFENDANT RANCHO is strictly liable for the conduct of
11 DEFENDANT CHANCE because he is the CEO, CFO, 100% shareholder, and
12 agent for service of process.

13 84. Within the time provided by law, PLAINTIFF filed a complaint with the
14 California Department of Fair Employment and Housing, in full compliance with
15 the law, and has received a right to sue letter, thereby exhausting any applicable
16 administrative remedy requisite to the commencement of this lawsuit.

17 85. As a direct, foreseeable, and proximate result of DEFENDANTS'
18 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress,
19 losses in salary, wages, job benefits, health insurance, and other employment
20 benefits that she would have received from DEFENDANTS, plus expenses for not
21 being regularly employed at her full-time position, all to her damage in a sum
22 within the jurisdiction of this Court, to be ascertained according to proof.

23 86. PLAINTIFF also prays for reasonable costs and attorney fees against
24 DEFENDANTS, as allowed by any and all applicable statutes.

25 87. DEFENDANTS' actions were willful, malicious, oppressive, and were
26 committed with the wrongful intent to injure PLAINTIFF and in conscious
27 disregard of PLAINTIFF'S rights, which entitles PLAINTIFF to exemplary and/or

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1 punitive damages in an amount to be proven at trial.

2 88. To the extent that any violations of the above cause of action is based
3 upon the conduct of executives, managers, and supervisors, DEFENDANT
4 RANCHO knew about such conduct and ratified such conduct and did so with the
5 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
6 rights.

7 **THIRD CAUSE OF ACTION**

8 **Failure to Take Steps Reasonably Necessary to Prevent Discrimination and
9 Sexual Harassment**

10 **California Government Code § 12940(k)
11 (Against DEFENDANT RANCHO only)**

12 89. PLAINTIFF re-alleges and incorporates by reference the foregoing
13 allegations, as though set forth herein.

14 90. At all times herein mentioned, California Government Code section
15 12940, *et seq.* of the Fair Employment and Housing Act and the corresponding
16 regulations of the California Department of Fair Employment and Housing Act
17 were in full force and effect and were binding on Defendants.

18 91. These sections, *inter alia*, require DEFENDANT RANCHO, as
19 employer, “to take all reasonable steps necessary to prevent discrimination and
20 harassment from occurring”.

21 92. DEFENDANT RANCHO knew about the sexual harassment engaged in
22 by its owner and President, but failed to take all steps reasonably necessary to
23 prevent the harassment and discrimination from occurring in violation of the
24 applicable provisions of Government Code sections 12940, *et seq.*

25 93. DEFENDANT RANCHO knew or should have known, through the
26 complaints of PLAINTIFF and Officer Manager Catherine Cole, and through the
27 conduct of its owner and President, of the potential and existence of sexual
harassment in the workplace.

1 94. DEFENDANT RANCHO failed to take immediate and appropriate
2 corrective and preventative action and failed to put in place any training or
3 additional measures to prevent sexual harassment in the

4 95. Such conduct violates Government Code section 12940(k) and other
5 provisions providing for the safety and protection of their employees.

6 96. Within the time provided by law, PLAINTIFF filed a complaint with the
7 California Department of Fair Employment and Housing, in full compliance with
8 the law, thereby exhausting any applicable administrative remedy requisite to the
9 commencement of this lawsuit.

10 97. As a direct, foreseeable, and proximate result of DEFENDANTS'
11 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress,
12 losses in salary, wages, job benefits, health insurance, and other employment
13 benefits that she would have received from DEFENDANTS, plus expenses for not
14 being regularly employed at her full-time position, all to her damage in a sum
15 within the jurisdiction of this Court, to be ascertained according to proof.

16 98. PLAINTIFF also prays for reasonable costs and attorney fees against
17 DEFENDANTS, as allowed by any and all applicable statutes.

18 99. DEFENDANTS' actions were willful, malicious, oppressive, and were
19 committed with the wrongful intent to injure PLAINTIFF and in conscious
20 disregard of PLAINTIFF'S rights, which entitles PLAINTIFF to exemplary and/or
21 punitive damages in an amount to be proven at trial.

22 100. To the extent that any violations of the above cause of action is based
23 upon the conduct of executives, managers, and supervisors, DEFENDANT
24 RANCHO knew about such conduct and ratified such conduct and did so with the
25 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
26 rights.

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1 107. DEFENDANT RANCHO has liability, as the conduct was undertaken
2 by DEFENDANT CHANCE, the owner and President of DEFENDANT
3 RANCHO, and DEFENDANT RANCHO knew about, ratified, and failed to
4 prevent DEFENDANT CHANCE'S unlawful conduct.

5 108. As a direct, foreseeable, and proximate result of DEFENDANTS'
6 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress,
7 losses in salary, wages, job benefits, health insurance, and other employment
8 benefits that she would have received from DEFENDANTS, plus expenses for not
9 being regularly employed at her full-time position, all to her damage in a sum
10 within the jurisdiction of this Court, to be ascertained according to proof.

11 109. PLAINTIFF also prays for reasonable costs and attorney fees against
12 DEFENDANTS, as allowed by any and all applicable statutes.

13 110. DEFENDANTS' actions were willful, malicious, oppressive, and were
14 committed with the wrongful intent to injure PLAINTIFF and in conscious
15 disregard of PLAINTIFF'S rights, which entitles PLAINTIFF to exemplary and/or
16 punitive damages in an amount to be proven at trial.

17 111. To the extent that any violations of the above cause of action is based
18 upon the conduct of executives, managers, and supervisors, DEFENDANT
19 RANCHO knew about such conduct and ratified such conduct and did so with the
20 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
21 rights.

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1 RANCHO, and DEFENDANT RANCHO knew about, ratified, and failed to
2 prevent DEFENDANT CHANCE’S unlawful conduct.

3 117. As a direct, foreseeable, and proximate result of DEFENDANTS’
4 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress,
5 losses in salary, wages, job benefits, health insurance, and other employment
6 benefits that she would have received from DEFENDANTS, plus expenses for not
7 being regularly employed at her full-time position, all to her damage in a sum
8 within the jurisdiction of this Court, to be ascertained according to proof.

9 118. PLAINTIFF also prays for reasonable costs and attorney fees against
10 DEFENDANTS, as allowed by any and all applicable statutes.

11 119. DEFENDANTS’ actions were willful, malicious, oppressive, and were
12 committed with the wrongful intent to injure PLAINTIFF and in conscious
13 disregard of PLAINTIFF’S rights, which entitles PLAINTIFF to exemplary and/or
14 punitive damages in an amount to be proven at trial.

15 120. To the extent that any violations of the above cause of action is based
16 upon the conduct of executives, managers, and supervisors, DEFENDANT
17 COMPANY knew about such conduct and ratified such conduct and did so with
18 the wrongful intent to injure PLAINTIFF and in conscious disregard of
19 PLAINTIFF’S rights.

20 **SIXTH CAUSE OF ACTION**

21 **Retaliation for Exercising the Rights of an Employee**

22 **Cal Labor Code § 98.6**

23 **(Against DEFENDANT RANCHO only)**

24 121. PLAINTIFF re-alleges and incorporates herein by this reference the
25 allegations in the foregoing paragraphs, as though set forth herein.

26 122. This cause of action is based on DEFENDANT’S conduct in violation
27 of California Labor Code § 98.6, which prohibits retaliation against employees for

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1 exercising their rights.

2 123. As alleged above, DEFENDANTS terminated PLAINTIFF'S
3 employment based on the following contributing factors: because she complained
4 about the sexual harassment and hostile work environment created by
5 DEFENDANT CHANCE, she spoke to County health officials about the lack of
6 health and safety restrictions implemented by DEFENDANTS, and because she
7 reported her reasonable belief that it would be illegal to force the employees to
8 come to work without proper health and safety restrictions in place.

9 124. Any other purported basis for PLAINTIFF'S termination is false and
10 pretextual.

11 125. DEFENDANT RANCHO has liability, as the conduct was undertaken
12 by DEFENDANT CHANCE, the owner and President of DEFENDANT
13 RANCHO, and DEFENDANT RANCHO knew about, ratified, and failed to
14 prevent DEFENDANT CHANCE'S unlawful conduct.

15 126. As a direct, foreseeable, and proximate result of DEFENDANTS'
16 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress,
17 losses in salary, wages, job benefits, health insurance, and other employment
18 benefits that she would have received from DEFENDANTS, plus expenses for not
19 being regularly employed at her full-time position, all to her damage in a sum
20 within the jurisdiction of this Court, to be ascertained according to proof.

21 127. PLAINTIFF also prays for reasonable costs and attorney fees against
22 DEFENDANTS, as allowed by any and all applicable statutes.

23 128. DEFENDANTS' actions were willful, malicious, oppressive, and were
24 committed with the wrongful intent to injure PLAINTIFF and in conscious
25 disregard of PLAINTIFF'S rights, which entitles PLAINTIFF to exemplary and/or
26 punitive damages in an amount to be proven at trial.
27

1 based on DEFENDANT CHANCE'S drunkenness and lewd and lascivious
2 behavior towards the female employees.

3 136. PLAINTIFF repeatedly complained about the same and expressed in
4 her complaints that she believed such conduct to be illegal.

5 137. PLAINTIFF also reported that she spoke to County health officials and
6 based on that she reasonably believed it was illegal for DEFENDANTS to force
7 the employees to come in to the office without any proper compliance with the
8 health and safety restrictions implemented by government officials.

9 138. On April 24, 2020, PLAINTIFF received via email a notification that
10 DEFENDANTS were terminating PLAINTIFF from employment with
11 DEFENDANTS, and indicated that the termination was effective as of the date that
12 she applied for unemployment (which was only done at the instruction of
13 DEFENDANTS).

14 139. DEFENDANTS' intent for terminating PLAINTIFF was derived from
15 contribution of the following factors: retaliation for her complaints about
16 DEFENDANTS' refusal to comply with health and safety restriction imposed by
17 Government officials, her speaking to County health officials about the lack of
18 health and safety restrictions implemented by DEFENDANTS, and also as
19 retaliation for her complaints about DEFENDANTS' on-going sexual harassment
20 and creation of a hostile work environment.

21 140. DEFENDANTS' discharge of PLAINTIFF violated the public policy
22 of the State of California.

23 141. DEFENDANT RANCHO has liability, as the conduct was undertaken
24 by DEFENDANT CHANCE, the owner and President of DEFENDANT
25 RANCHO, and DEFENDANT RANCHO knew about, ratified, and failed to
26 prevent DEFENDANT CHANCE'S unlawful conduct.

27 142. As a direct, foreseeable, and proximate result of DEFENDANTS'

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1 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress,
2 losses in salary, wages, job benefits, health insurance, and other employment
3 benefits that she would have received from DEFENDANTS, plus expenses for not
4 being regularly employed at her full-time position, all to her damage in a sum
5 within the jurisdiction of this Court, to be ascertained according to proof.

6 143. PLAINTIFF also prays for reasonable costs and attorney fees against
7 DEFENDANTS, as allowed by C.C.P. § 1021.5 and any other applicable statutes.

8 144. DEFENDANTS' actions were willful, malicious, oppressive, and were
9 committed with the wrongful intent to injure PLAINTIFF and in conscious
10 disregard of PLAINTIFF'S rights, which entitles PLAINTIFF to exemplary and/or
11 punitive damages in an amount to be proven at trial.

12 145. To the extent that any violations of the above cause of action is based
13 upon the conduct of executives, managers, and supervisors, DEFENDANT
14 COMPANY knew about such conduct and ratified such conduct and did so with
15 the wrongful intent to injure PLAINTIFF and in conscious disregard of
16 PLAINTIFF'S rights.

17 **EIGHTH CAUSE OF ACTION**

18 **Waiting Time Penalties**

19 **Calif. Labor Code §§ 201, 203**

20 **(Against DEFENDANT RANCHO only)**

21 146. PLAINTIFF re-alleges and incorporates by reference the foregoing
22 allegations as though set forth fully herein.

23 147. Pursuant to Labor Code § 201, "If an employer discharges an
24 employee, the wages earned and unpaid at the time of discharge are due and
25 payable immediately."

26 148. Labor Code § 227.3 requires that accrued and unused paid time off be
27 paid as wages immediately upon termination.

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1 149. Labor Code § 203 provides, in pertinent part: "If an employer
2 willfully fails to pay, without abatement or reduction, ... any wages of an employee
3 who is discharged or who quits, the wages of the employee shall continue as a
4 penalty from the due date thereof at the same rate until paid or until an action
5 therefore is commenced; but the wages shall not continue for more than 30
6 days. ..."

7 150. PLAINTIFF was terminated April 24, 2020, which was made
8 retroactively effective back to March 19, 2020, but she did not receive her final
9 wages until April 29, 2020.

10 151. As such, PLAINTIFF was not properly paid pursuant to the
11 requirements of Labor Code § 201, and thereby seeks any and all unpaid wages
12 and waiting time penalties pursuant to § 203.

13 152. Pursuant to Labor Code §§ 218.5 and 218.6, the court shall award
14 reasonable attorney's fees, costs, and interest on an action brought for the
15 nonpayment of wages and fringe benefits.

16 153. PLAINTIFF has therefore been deprived of rightfully earned wages as
17 a direct and proximate result of DEFENDANTS' failure and refusal to pay said
18 compensation and for the reasons alleged in the Complaint.

19 154. PLAINTIFF is informed and believe and based thereon alleges that
20 DEFENDANTS did the misconduct alleged in this Complaint with the intent to
21 secure for themselves a discount on its indebtedness and/or with intent to annoy
22 harass, oppress, hinder, delay and/or defraud PLAINTIFF.

23 155. DEFENDANT CHANCE has individual liability, as he is the
24 managing agent who both engaged in the conduct complained about and is also the
25 same managing agent who made the decision to engage in retaliation.

26 156. DEFENDANT RANCHO has liability, as the conduct was undertaken
27 by DEFENDANT CHANCE, the owner and President of DEFENDANT

1 RANCHO, and DEFENDANT RANCHO knew about, ratified, and failed to
2 prevent DEFENDANT CHANCE'S unlawful conduct.

3 157. In committing the violations of state law as herein alleged,
4 DEFENDANTS have knowingly and willfully refused to perform their obligations
5 to compensate PLAINTIFF for all wages earned.

6 158. As a direct result, PLAINTIFF has suffered and continues to suffer,
7 substantial losses related to the use and enjoyment of such compensation, wages,
8 lost interest on such monies and expenses and attorney's fees in seeking to compel
9 DEFENDANTS to fully perform their obligation under state law, all to their
10 respective damage in amounts according to proof at trial and within the
11 jurisdictional limitations of their Court.

12 159. PLAINTIFF requests the unpaid wages, interest, attorneys' fees, costs,
13 damages, and other remedies in an amount to be proven at trial.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANT
16 individually, and that PLAINTIFF be awarded the following:

- 17 1. That PLAINTIFF is entitled to punitive or exemplary damages against said
18 Defendants, and each of them, for their acts as described in this cause of
19 action in a sum to be determined at the time of trial;
- 20 2. For penalties, special damages, and general damages in an amount to be
21 proven at trial;
- 22 3. For emotional distress damages;
- 23 4. Loss of income incurred and to be incurred, including any and all damages
24 flowing therefrom, according to proof;
- 25 5. Injunctive relief in the type and manner deemed appropriate by the Court,
26 such as mandatory training for supervisors;
- 27 6. For statutory damages where applicable by statute;

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- 1 7. For prejudgment interest at the legal rate;
2 8. That PLAINTIFF be awarded costs and reasonable attorneys' fees; and
3 9. Such other and further relief as the Court may deem proper and just.

4 **TRIAL BY JURY**

5 Pursuant to the Seventh Amendment to the Constitution of the United States
6 of America, PLAINTIFF is entitled to, and demands, a trial by jury.

7
8 Dated: June 8, 2020

SEMNR & HARTMAN, LLP

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11 By: Jared M. Hartman,
12 Jared M. Hartman, Esq.
13 Attorneys for Plaintiff,
14 JRIYA VAN
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