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J. Barajas

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**IN THE SUPERIOR COURT FOR THE
COUNTY OF RIVERSIDE**

KAYLA IRVING, an individual,

Plaintiff,

vs.

A B CARING SENIOR LIVING, INC.;
REBECCA CARRASCO, an
individual; and DOES 1-25,

Defendants.

Case No.: CVRI2102326

FIRST AMENDED COMPLAINT FOR
DAMAGES AND DEMAND FOR
JURY TRIAL FOR:

- (1) Racial Discrimination/Harassment;
- (2) Failure to Prevent Racial
Discrimination/Harassment;
- (3) Retaliation for Reporting and
Resisting Racial
Discrimination/Harassment;
- (4) Whistleblower Retaliation for
Reporting and Resisting Illegal
Conduct;
- (5) Wrongful Termination in Violation
of Public Policy;
- (6) Assault and Battery;
- (7) Bane Act Violations;
- (8) Ralph Civil Rights Act Violations;
- (9) Failure to Reimburse Necessary
Business Expenses;
- (10) Failure to Pay Wages and
Overtime Wages;
- (11) Failure to Pay Premium Wages
for Meal and Rest Break Violations;

- (12) Waiting Time Penalties;
- (13) Failure to Furnish Compliant Wage statements;
- (14) Conversion/Theft;
- (15) Unjust Enrichment;
- (16) Unfair/Unlawful Business Practices;
- (17) Negligent Hiring/Training/Supervision/Retention;
- (18) Employer's Willful Physical Assault (Lab. Code § 3602(B)(1));
- (19) Illegal Eviction (Civ. Code § 789.3);
- (20) Negligence;
- (21) Intentional Infliction of Emotional Distress

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

1. At a time when bitter disagreement and anger are arising out of racial strife and racial disparity, and our society is in direct confrontation with issues related to racial injustices, PLAINTIFF (a woman of mixed race-Black and Hispanic) and her two minor children were victimized during multiple instances of her direct supervisor/manager REBECCA CARRASCO (the managing agent of A B CARING SENIOR LIVING, INC.) calling her and her two minor children "ni**er" and "monkey" and during at least one instance CARRASCO physically battered and assaulted PLAINTIFF by beating PLAINTIFF and shoving PLAINTIFF to the ground.

2. Compounding the victimization of PLAINTIFF by her employer and its managing agent is the fact that CARRASCO evicted PLAINTIFF without legal process and without any notice period from the same residential care facility where PLAINTIFF was working and living with her two minor children, all during a time

1 when eviction moratoriums were in place by both State and Federal mandates,
2 which has left PLAINTIFF and her two minor children transient, moving from
3 motel to motel, and has thereafter refused to permit PLAINTIFF to retrieve the
4 personal property belonging to her and her children that was left in the residence
5 after she was evicted.

6 3. All actions taken by CARRASCO were done with malice, with the
7 intent to cause oppression and harm to PLAINTIFF, and were done with knowing
8 and reckless disregard of PLAINTIFF'S rights, which is clearly deserving of
9 punitive damages against CARRASCO, and as a managing agent of A B CARING
10 SENIOR LIVING, INC., punitive damages are also deserving against A B
11 CARING SENIOR LIVING, INC.

12 4. Pursuant to Government Code § 12923, made effective January 1, 2019,
13 entitled "Application of laws about harassment; legislative intent":

14 The Legislature hereby declares its intent with regard to application of
15 the laws about harassment contained in this part.

16 (a) The purpose of these laws is to provide all Californians with an equal
17 opportunity to succeed in the workplace and should be applied
18 accordingly by the courts. The Legislature hereby declares that
19 harassment creates a hostile, offensive, oppressive, or intimidating work
20 environment and deprives victims of their statutory right to work in a
21 place free of discrimination when the harassing conduct sufficiently
22 offends, humiliates, distresses, or intrudes upon its victim, so as to
23 disrupt the victim's emotional tranquility in the workplace, affect the
24 victim's ability to perform the job as usual, or otherwise interfere with
25 and undermine the victim's personal sense of well-being. In this regard,
26 the Legislature affirms its approval of the standard set forth by Justice
27 Ruth Bader Ginsburg in her concurrence in Harris v. Forklift Systems
(1993) 510 U.S. 17 that in a workplace harassment suit "the plaintiff
need not prove that his or her tangible productivity has declined as a
result of the harassment. It suffices to prove that a reasonable person
subjected to the discriminatory conduct would find, as the plaintiff did,

1 that the harassment so altered working conditions as to make it more
2 difficult to do the job.” (Id. at 26).

3 (b) A single incident of harassing conduct is sufficient to create a triable
4 issue regarding the existence of a hostile work environment if the
5 harassing conduct has unreasonably interfered with the plaintiff's work
6 performance or created an intimidating, hostile, or offensive working
7 environment. In that regard, the Legislature hereby declares its rejection
8 of the United States Court of Appeals for the 9th Circuit's opinion
9 in Brooks v. City of San Mateo (2000) 229 F.3d 917 and states that the
opinion shall not be used in determining what kind of conduct is
sufficiently severe or pervasive to constitute a violation of the California
Fair Employment and Housing Act.

10 (c) The existence of a hostile work environment depends upon the
11 totality of the circumstances and a discriminatory remark, even if not
12 made directly in the context of an employment decision or uttered by a
13 non-decisionmaker, may be relevant, circumstantial evidence of
14 discrimination. In that regard, the Legislature affirms the decision
15 in Reid v. Google, Inc. (2010) 50 Cal.4th 512 in its rejection of the
“stray remarks doctrine.”

16 (d) The legal standard for sexual harassment should not vary by type of
17 workplace. It is irrelevant that a particular occupation may have been
18 characterized by a greater frequency of sexually related commentary or
19 conduct in the past. In determining whether or not a hostile environment
20 existed, courts should only consider the nature of the workplace when
21 engaging in or witnessing prurient conduct and commentary is integral
to the performance of the job duties. The Legislature hereby declares its
disapproval of any language, reasoning, or holding to the contrary in the
decision Kelley v. Conco Companies (2011) 196 Cal.App.4th 191.

22 (e) Harassment cases are rarely appropriate for disposition on summary
23 judgment. In that regard, the Legislature affirms the decision in Nazir v.
24 United Airlines, Inc. (2009) 178 Cal.App.4th 243 and its observation
25 that hostile working environment cases involve issues “not determinable
26 on paper.”

1 5. PLAINTIFF is an individual, residing in the County of Riverside, State
2 of California.

3 6. Defendant A B CARING SENIOR LIVING, INC. (hereinafter,
4 “DEFENDANT A B CARING”), is a California Corporation registered with the
5 State of California with its principal place of business located at 470 Meadowlark
6 Lane, City of Perris, County of Riverside.

7 7. Defendant REBECCA CARRASCO (hereinafter, “DEFENDANT
8 CARRASCO”) is an individual, residing within the City of Perris, County of
9 Riverside.

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

13 9. The true names and capacities, whether individual, corporate, associate,
14 or otherwise of the Defendants named herein as DOES 1 through 25, are unknown
15 to PLAINTIFF at this time. PLAINTIFF therefore sues said Defendants by such
16 fictitious names pursuant to § 474 of the California Code of Civil Procedure.
17 PLAINTIFF will seek leave to amend this Complaint to allege the true names and
18 capacities of DOES 1 through 25 when their names are ascertained. PLAINTIFF
19 is informed and believes, and based thereon alleges, that each of the DOE
20 Defendants is in some manner liable to PLAINTIFF for the events and actions
21 alleged herein.

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

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

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

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

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

20 **FACTUAL ALLEGATIONS**

21 15. DEFENDANT A B CARING owns and operates at least three
22 dependent adult residential care facilities within the County of Riverside.

23 16. At all relevant times, DEFENDANT CARRASCO was the general
24 manager and supervisor of all three facilities.

25 17. DEFENDANT CARRASCO was provided authority by DEFENDANT
26 A B CARING to exercise substantial independent authority and judgment in
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1 corporate decision-making, and her decisions ultimately determine corporate
2 policy, and therefore DEFENDANT CARRASCO was a managing agent of
3 DEFENDANT A B CARING.

4 18. At all times relevant, all actions taken by DEFENDANT CARRASCO
5 were done as the agent of DEFENDANT A B CARING, and were done in
6 association with, at the direction of, and with the knowledge and ratification of,
7 DEFENDANT A B CARING.

8 19. PLAINTIFF is presently a 38-year-old woman, is mixed race (Black and
9 Hispanic), and is a single mother of two minor children also of mixed race (both
10 under age 10).

11 20. At some point in September 2018, PLAINTIFF and her two minor
12 children were given an offer by DEFENDANTS to move into and reside within
13 one of the residential homes owned and/or operated by DEFENDANTS in the City
14 of Perris.

15 21. The reason is because PLAINTIFF had to vacate her residence at the
16 time and was unable to locate other accommodations, and because her father
17 knows DEFENDANT CARRASCO personally DEFENDANT CARRASCO
18 offered for PLAINTIFF and her two minor children to move into one of the
19 bedrooms of one of the facilities.

20 22. PLAINTIFF was thereafter given an offer to work for DEFENDANTS,
21 helping to care for the 6 dependent adult residents of the home (each of whom
22 suffer some form of dementia and other ailments) into which she moved in
23 September 2018.

24 23. As a result of the offer, which she accepted, PLAINTIFF began working
25 for DEFENDANTS in the position of Caregiver.

26 24. PLAINTIFF'S employment thereafter began in October 2018.

1 25. PLAINTIFF eventually quit working for her previous employer in
2 December 2018 so that she could increase her hours available to work for
3 DEFENDANTS.

4 26. Despite this retention of PLAINTIFF for employment, DEFENDANTS
5 have never provided to Plaintiff the required written notice of the terms of her
6 employment pursuant to Labor Code 2810.5.

7 27. There was also never any agreement, verbal or otherwise, for
8 DEFENDANTS to deduct any amount from PLAINTIFF'S wages for room and
9 board.

10 28. In other words, PLAINTIFF'S wages were not to be offset in any way
11 by the fact that she began living in the house with her children prior to starting
12 work for DEFENDANTS.

13 29. Furthermore, more than 20 percent of PLAINTIFF'S time was spent on
14 "non-attendant" household duties, such as making beds, cooking, laundry, or other
15 duties related to the maintenance of a private household or the premises.

16 30. Over time, DEFENDANT CARRASCO began uttering on multiple
17 occasions derogatory racial slurs to PLAINTIFF (who is of mixed race-black and
18 Hispanic), her two minor children (who are also of mixed race), and also to the
19 only black adult resident (who suffers from dementia).

20 31. For example, on multiple occasions, DEFENDANT CARRASCO called
21 PLAINTIFF "Ni**er", "monkey", and other racial slurs.

22 32. On at least once occasion, PLAINTIFF witnessed DEFENDNAT
23 CARRASCO also called PLAINTIFF'S two minor children "Ni**er" directly to
24 their faces.

25 33. PLAINTIFF also witnessed at least one incident when DEFENDANT
26 CARRASCO called the only black adult resident of the facility a "Ni**er" to her
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1 face as well, and also witnessed DEFENDANT CARRASCO physically shove that
2 resident (who suffers dementia, among other conditions) with physical force.

3 34. In her actions of racial discrimination and harassment against
4 PLAINTIFF, DEFENDANT CARRASCO intended to, and desired to, cause injury
5 and harm to PLAINTIFF by these actions in order to degrade and humiliate her,
6 and such conduct was done with the intent to disregard and violate PLAINTIFF'S
7 rights to be free from such conduct, and such conduct is despicable, vile, and
8 outrageous, and is not tolerated in any orderly society.

9 35. DEFENDANT A B CARING knew about DEFENDANT
10 CARRASCO'S propensity for such conduct, but failed to undertake reasonable
11 steps to prevent such conduct, and DEFENDANT A B CARING also ratified such
12 conduct by allowing DEFENDANT CARRASCO to proceed in such conduct
13 despite its knowledge of her propensity to engage in such conduct, and in doing so
14 DEFENDANT A B CARING acted in conscious and willful disregard of
15 PLAINTIFF'S rights as a human being who is supposed to be protected from such
16 despicable and vile conduct.

17 36. Furthermore, when the coronavirus pandemic began, DEFENDANTS
18 refused to implement any COVID safety precautions at all (not even masks) for
19 either staff or residents.

20 37. PLAINTIFF and residents repeatedly complained to DEFENDANT
21 CARRASCO about the lack of any safety precautions at all, which would always
22 result in DEFENDANT CARRASCO rebuffing and rejecting such complaints with
23 statements along the lines of "It's my business" and "I will run this business how I
24 want to", among others.

25 38. On multiple occasions, in retaliation to PLAINTIFF'S numerous
26 complaints about lack of proper safety protocols, DEFENDANT CARRASCO
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1 claimed to PLAINTIFF that she was firing PLAINTIFF, but then later that evening
2 sent text messages to PLAINTIFF instructing her to work again to cover shifts that
3 were not able to be covered by other staff members.

4 39. In her actions of engaging in retaliation against PLAINTIFF for her
5 complaints, DEFENDANT CARRASCO intended to, and desired to, cause injury
6 and harm to PLAINTIFF by these actions, and such conduct was done with the
7 intent to disregard and violate PLAINTIFF'S rights to be free from such conduct,
8 and such conduct is despicable, vile, and outrageous, and is not tolerated in any
9 orderly society.

10 40. DEFENDANT A B CARING knew about DEFENDANT
11 CARRASCO'S propensity for such conduct, but failed to undertake reasonable
12 steps to prevent such conduct, and DEFENDANT A B CARING also ratified such
13 conduct by allowing DEFENDANT CARRASCO to proceed in such conduct
14 despite its knowledge of her propensity to engage in such conduct, and in doing so
15 DEFENDANT A B CARING acted in conscious and willful disregard of
16 PLAINTIFF'S rights as a human being who is supposed to be protected from such
17 despicable and vile conduct

18 41. Plaintiff tried finding other living arrangements in order to move out of
19 the facility to escape DEFENDANT CARRASCO, including looking at homeless
20 shelters, but was unable to find suitable living arrangements for herself and her two
21 minor children.

22 42. Eventually, on or about January 10, 2021, DEFENDANT CARRASCO
23 physically battered and assaulted PLAINTIFF by smacking and punching
24 PLAINTIFF and shoving her to the ground and calling PLAINTIFF derogatory
25 racial slurs, all of which occurred in front of not only PLAINTIFF'S two minor
26 children but also in front of residents of the facility.

1 43. The assault and battery committed by DEFENDANT CARRASCO upon
2 PLAINTIFF was unjustified, was not consented to by PLAINTIFF.

3 44. In her actions of physically assaulting and battering PLAINTIFF,
4 DEFENDANT CARRASCO intended to, and desired to, cause injury and harm to
5 PLAINTIFF by these actions in order to physically harm PLAINTIFF, and to also
6 degrade and humiliate her, and such conduct was done with the intent to disregard
7 and violate PLAINTIFF'S rights to be free from such conduct, and such conduct is
8 despicable, vile, and outrageous, and is not tolerated in any orderly society.

9 45. DEFENDANT A B CARING knew about DEFENDANT
10 CARRASCO'S propensity for such conduct, but failed to undertake reasonable
11 steps to prevent such conduct, and DEFENDANT A B CARING also ratified such
12 conduct by allowing DEFENDANT CARRASCO to proceed in such conduct
13 despite its knowledge of her propensity to engage in such conduct, and in doing so
14 DEFENDANT A B CARING acted in conscious and willful disregard of
15 PLAINTIFF'S rights as a human being who is supposed to be protected from such
16 despicable and vile conduct.

17 46. DEFENDANT CARRASCO then terminated PLAINTIFF again on the
18 spot.

19 47. Retaliation for PLAINTIFF'S complaints and resistance to racial
20 discrimination and complaints about improper COVID precautions was at least a
21 contributing factor in DEFENDANTS' termination of PLAINTIFF.

22 48. Any other reasoning for PLAINTIFF'S termination is false and
23 pretextual.

24 49. In her actions of terminating PLAINTIFF unlawfully, DEFENDANT
25 CARRASCO intended to, and desired to, cause injury and harm to PLAINTIFF by
26 these actions in order to physically harm PLAINTIFF, and such conduct was done
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1 with the intent to disregard and violate PLAINTIFF'S rights to be free from such
2 conduct, and such conduct is despicable, vile, and outrageous, and is not tolerated
3 in any orderly society.

4 50. DEFENDANT A B CARING knew about DEFENDANT
5 CARRASCO'S propensity for such conduct, but failed to undertake reasonable
6 steps to prevent such conduct, and DEFENDANT A B CARING also ratified such
7 conduct by allowing DEFENDANT CARRASCO to proceed in such conduct
8 despite its knowledge of her propensity to engage in such conduct, and in doing so
9 DEFENDANT A B CARING acted in conscious and willful disregard of
10 PLAINTIFF'S rights as a human being who is supposed to be protected from such
11 despicable and vile conduct.

12 51. PLAINTIFF was thereafter evicted from the property by
13 DEFENDANTS in January 2021, despite the residence being her personal
14 residence for herself and her two minor children based on an agreement from prior
15 to PLAINTIFF being employed by DEFENDANTS, which has forced PLAINTIFF
16 to live as a transient with her two minor children, moving from one motel to the
17 next.

18 52. This eviction occurred promptly and "on the spot", occurred without
19 legal process, occurred without any written notice being provided to PLAINTIFF,
20 occurred without any opportunity to cure any of the supposed violations of the
21 tenancy (because there weren't any), and occurred at a time during a State-
22 mandated moratorium on evictions due to the COVID-19 pandemic.

23 53. Instead of complying with mandatory legal process for evictions, the
24 eviction was accomplished by force and threat of force, which resulted in
25 PLAINTIFF vacating the property strictly out of fear for the personal safety and
26 health and well-being of herself and her two minor children.

1 54. In her actions of unlawfully evicting PLAINTIFF from the residence
2 without proper legal process, DEFENDANT CARRASCO intended to, and desired
3 to, cause injury and harm to PLAINTIFF by these actions in order to physically
4 harm PLAINTIFF, and to also degrade and humiliate her, and such conduct was
5 done with the intent to disregard and violate PLAINTIFF'S rights to be free from
6 such conduct, and such conduct is despicable, vile, and outrageous, and is not
7 tolerated in any orderly society.

8 55. DEFENDANT A B CARING knew about DEFENDANT
9 CARRASCO'S propensity for such conduct, but failed to undertake reasonable
10 steps to prevent such conduct, and DEFENDANT A B CARING also ratified such
11 conduct by allowing DEFENDANT CARRASCO to proceed in such conduct
12 despite its knowledge of her propensity to engage in such conduct, and in doing so
13 DEFENDANT A B CARING acted in conscious and willful disregard of
14 PLAINTIFF'S rights as a human being who is supposed to be protected from such
15 despicable and vile conduct.

16 56. During all relevant times of her employment, PLAINTIFF was required
17 to suffer personal expenses in the discharge of her duties for DEFENDANTS,
18 including but not limited to driving her personal vehicle multiple times to drive
19 residents to medical appointments, driving her personal vehicle to purchase
20 groceries for the residents, purchasing groceries and household items for the
21 residents, and utilizing her personal cellular telephone to communicate with
22 DEFEDANTS and other staff members as to various aspects of their employment
23 and job duties.

24 57. Despite this, however, DEFENDANTS failed to, and refused to, provide
25 any sort of reimbursement or indemnification of multiple items of personal
26 expenses.

1 58. In her actions of refusing to provide to PLAINTIFF access to her
2 personal property in the residence, DEFENDANT CARRASCO intended to, and
3 desired to, cause injury and harm to PLAINTIFF by these actions in order to
4 physically harm PLAINTIFF, and to also degrade and humiliate her, and such
5 conduct was done with the intent to disregard and violate PLAINTIFF'S rights to
6 be free from such conduct, and such conduct is despicable, vile, and outrageous,
7 and is not tolerated in any orderly society.

8 59. DEFENDANT A B CARING knew about DEFENDANT
9 CARRASCO'S propensity for such conduct, but failed to undertake reasonable
10 steps to prevent such conduct, and DEFENDANT A B CARING also ratified such
11 conduct by allowing DEFENDANT CARRASCO to proceed in such conduct
12 despite its knowledge of her propensity to engage in such conduct, and in doing so
13 DEFENDANT A B CARING acted in conscious and willful disregard of
14 PLAINTIFF'S rights as a human being who is supposed to be protected from such
15 despicable and vile conduct.

16 60. Also, during all relevant times of her employment, PLAINTIFF was
17 always paid in cash and never received any wage statements or timesheets.

18 61. Each time PLAINTIFF was paid, her wages varied each pay period, and
19 she was never informed of what her actual hourly wage was.

20 62. Despite the constant change in her rate of pay, DEFENDANTS have
21 never provided to Plaintiff the required written notice of the changes in her terms
22 of her employment pursuant to Labor Code 2810.5.

23 63. To this day, PLAINTIFF is still unaware of what her actual hourly wage
24 was, as her pay each time was varied according to whatever DEFENDANTS
25 decided to pay her.

26 64. It is, and was, a common and regular occurrence for PLAINTIFF to
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1 work 12 hours in a day on weekdays and 24/7 three days in a row on weekends.

2 65. However, DEFENDANTS failed to pay any overtime wages for these
3 hours in violation of Wage Order 15.

4 66. Furthermore, on the days that PLAINTIFF was scheduled to work 24/7,
5 she was not provided the hours of duty-free period mandated by Wage Order
6 15(3)(A).

7 67. Furthermore, PLAINTIFF was required to work more than 5 days in a
8 workweek without a day off of 24 consecutive hours, in violation of Wage Order
9 15(3)(B).

10 68. Also, during all relevant times of her employment, DEFENDANTS
11 failed to provide to PLAINTIFF any wage statements at all.

12 69. Also, during all relevant times of her employment, PLAINTIFF was not
13 provided any opportunities to take 30-minute meal periods for each shift in excess
14 of 5 hours and was not provided any opportunities to take 10-minute rest periods
15 for each shift between 3.5 and 4 hours.

16 70. Despite this fact, DEFENDANTS have never provided to PLAINTIFF
17 premium wages of 1 hours' worth of pay for each workday that the meal and rest
18 periods were not provided.

19 71. Despite being terminated on the spot, on January 10, 2021, after being
20 battered and assaulted by DEFENDANT CARRASCO, DEFENDANTS failed to
21 promptly pay to PLAINTIFF all wages owed to her for not only overtime wages
22 owed but also failed to pay to her any of the wages that she was owed for time
23 working during the pay period leading up to her termination.

24 72. Additionally, DEFENDANTS fail to keep any records at all as to
25 PLAINTIFF as mandated by Wage Order 15(7).

26 73. After being battered and assaulted by DEFENDANT CARRASCO,
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1 PLAINTIFF was unlawfully evicted from the residence and forced her to be
2 homeless and transient with her two minor children.

3 74. Despite unlawfully evicting PLAINTIFF in January 2021,
4 DEFENDANTS refused to allow PLAINTIFF to retrieve her personal property
5 from the residence.

6 75. PLAINTIFF has since attempted to obtain her personal property, but
7 DEFENDANTS have refused to do so.

8 76. Consequently, PLAINTIFF has been harmed by the knowing and
9 deliberate theft of her personal property.

10 77. Plaintiff is informed and believes that at all times herein mentioned
11 Defendants were advised by skilled lawyers and other professionals, employees,
12 and advisors knowledgeable about California labor and wage law, employment and
13 personnel practices, and about the requirements of California law.

14 78. At all material times, DEFENDANTS were PLAINTIFF'S employers or
15 persons acting on behalf of PLAINTIFF'S employer, who violated or caused to be
16 violated, the California Labor Code or any provision in any Order of the Industrial
17 Welfare Commission and, as such, are subject to penalties.

18 79. As a direct result of the foregoing actions of DEFENDANTS,
19 PLAINTIFF has suffered financial damages, and also emotional distress and
20 mental anguish evidenced by symptoms including but not limited to, loss of sleep,
21 nervousness, feelings of loss of self-worth and despair, feelings of hopelessness,
22 sadness, fear, public and private embarrassment, and shame.

23 80. PLAINTIFF has exhausted administrative remedies by filing a
24 complaint and obtaining a Right to Sue letter from the Department of Fair
25 Employment and Housing on April 30, 2021.

26 ///

FIRST CAUSE OF ACTION
Racial Discrimination/Harassment
California Government Code § 12940(j)
(As against all Defendants)

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

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

83. At all times relevant, all actions taken by DEFENDANT CARRASCO were done as the agent of DEFENDANT A B CARING, and were done in association with, at the direction of, and with the knowledge and ratification of, DEFENDANT A B CARING.

84. These sections, *inter alia*, require DEFENDANTS, as employers or employees, to refrain from harassing or discriminating against any employee on the basis of, among other things, their race.

85. Specifically, employers are strictly liable for harassment and discrimination committed by a supervising employee. § 12940(j)(1).

86. DEFENDANT CARRASCO is a supervising employee of DEFENDANT A B CARING, which means DEFENDANT A B CARING suffers strict liability for the actions of DEFENDANT CARRASCO.

87. As alleged above, PLAINTIFF was subjected to a pattern and practice of racial discrimination and harassment that unreasonably interfered with PLAINTIFF’S work performance and created an intimidating, hostile, and offensive working environment.

1 88. Within the time provided by law, PLAINTIFF filed a complaint with the
2 California Department of Fair Employment and Housing, in full compliance with
3 the law, and has received a right to sue letter, thereby exhausting any applicable
4 administrative remedy requisite to the commencement of this lawsuit.

5 89. 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 90. PLAINTIFF also prays for reasonable costs and attorney fees against
12 DEFENDANTS, as allowed by any and all applicable statutes.

13 91. 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 92. To the extent that any violations of the above cause of action is based
18 upon the conduct of executives, managers, and supervisors, DEFENDANT A B
19 CARING 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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SECOND CAUSE OF ACTION
Failure to Prevent Racial Discrimination/Harassment
California Government Code § 12940(k)
(As against all Defendants)

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

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

95. These sections, *inter alia*, require DEFENDANTS, as employers, “to take all reasonable steps necessary to prevent discrimination and harassment from occurring”.

96. At all times relevant, all actions taken by DEFENDANT CARRASCO were done as the agent of DEFENDANT A B CARING, and were done in association with, at the direction of, and with the knowledge and ratification of, DEFENDANT A B CARING.

97. As alleged above, PLAINTIFF was subjected to a pattern and practice of racial discrimination and harassment that unreasonably interfered with PLAINTIFF’S work performance and created an intimidating, hostile, and offensive working environment.

98. DEFENDANT A B CARING knew about, or should have known about, the mistreatment engaged in by its General Manager CARRASCO, but failed to take all steps reasonably necessary to prevent the harassment and discrimination from occurring in violation of the applicable provisions of Government Code sections 12940, *et seq.*

1 99. Within the time provided by law, PLAINTIFF filed a complaint with the
2 California Department of Fair Employment and Housing, in full compliance with
3 the law, thereby exhausting any applicable administrative remedy requisite to the
4 commencement of this lawsuit.

5 100. 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.

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

13 102. DEFENDANTS' actions were willful, malicious, oppressive, and
14 were 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.

17 103. To the extent that any violations of the above cause of action is based
18 upon the conduct of executives, managers, and supervisors, DEFENDANT A B
19 CARING 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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1 111. Instead, DEFENDANTS physically beat PLAINTIFF and ultimately
2 terminated her employment.

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

6 113. Such conduct violates sections of the California Fair Employment and
7 Housing Act.

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

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

18 116. PLAINTIFF also prays for reasonable costs and attorney fees against
19 DEFENDANTS, as allowed by any and all applicable statutes.

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

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

FOURTH CAUSE OF ACTION

**Whistleblower Retaliation for Reporting and Resisting Illegal Activity
Cal Labor Code § 1102.5
(As against all Defendants)**

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

120. This cause of action is based on DEFENDANTS' conduct in violation of California Labor Code § 1102.5, including but not limited to subdivision (b), which prohibits employers from retaliating against employees that disclose information to an employer where the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a state or federal rule or regulation.

121. This cause of actions is also based on subdivision (c), which prohibits employers from retaliating against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

122. At all times relevant, all actions taken by DEFENDANT CARRASCO were done as the agent of DEFENDANT A B CARING, and were done in association with, at the direction of, and with the knowledge and ratification of, DEFENDANT A B CARING.

123. DEFENDANTS physically beat PLAINTIFF and terminated her employment based on her complaints about the racial discrimination/harassment and hostile work environment created by the General Manager and also in

1 retaliation for PLAINTIFF’S complaints about failure to implement proper COVID
2 safety protocols.

3 124. Any other purported basis for PLAINTIFF’S termination is false and
4 pretextual.

5 125. 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.

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

13 127. DEFENDANTS’ actions were willful, malicious, oppressive, and
14 were 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.

17 128. To the extent that any violations of the above cause of action is based
18 upon the conduct of executives, managers, and supervisors, DEFENDANT A B
19 CARING 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.

22 **FIFTH CAUSE OF ACTION**
23 **Wrongful Termination in Violation of Public Policy**
24 **(As against all Defendants)**

25 129. PLAINTIFF re-alleges and incorporates by reference the foregoing
26 allegations as though set forth fully herein.

1 130. "[W]hen an employer's discharge of an employee violates
2 fundamental principles of public policy, the discharged employee may maintain a
3 tort action and recover damages traditionally available in such actions." *Tameny v.*
4 *Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 170.

5 131. Section 12940 of the California Government Code expresses
6 California's fundamental public policy of requiring work environments to be free
7 from discrimination and harassment due to immutable traits, including race, among
8 others.

9 132. Section 1102.5 of the California Labor Code recognizes a
10 fundamental public policy interest in preventing employers from terminating or
11 retaliating against employees who oppose, report, or resist and complain about
12 what employees believe are illegal practices, in order to protect the California
13 workforce as a whole.

14 133. At all times relevant, all actions taken by DEFENDANT CARRASCO
15 were done as the agent of DEFENDANT A B CARING, and were done in
16 association with, at the direction of, and with the knowledge and ratification of,
17 DEFENDANT A B CARING.

18 134. During the time that PLAINTIFF worked for DEFENDANTS,
19 PLAINTIFF was forced to suffer racial discrimination and harassment and hostile
20 work environment.

21 135. PLAINTIFF complained about the same and expressed in her
22 complaints that she believed such conduct to be illegal.

23 136. PLAINTIFF also complained about DEFEDNANTS' failure to
24 implement proper COVID safety protocols.

25 137. PLAINTIFF was physically beaten and ultimately terminated.
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1 138. At least as a contributing factor, DEFENDANTS' intent for beating
2 and terminating PLAINTIFF was retaliation for her reporting and resisting the
3 suspected illegal actions of DEFENDANTS.

4 139. DEFENDANTS' discharge of PLAINTIFF therefore violated the
5 public policy of the State of California.

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

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

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

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

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SIXTH CAUSE OF ACTION
Assault and Battery
Civil Code § 43
(As against all Defendants)

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

145. At all times relevant, all actions taken by DEFENDANT CARRASCO were done as the agent of DEFENDANT A B CARING, and were done in association with, at the direction of, and with the knowledge and ratification of, DEFENDANT A B CARING.

146. DEFENDANTS are liable for assault and battery committed against PLAINTIFF when: (a) DEFENDANTS touched PLAINTIFF in reckless disregard of PLAINTIFF'S rights or intended to cause a harmful or offensive contact with PLAINTIFF, and an offensive contact with PLAINTIFF resulted; (b) PLAINTIFF did not consent to the touching; (c) PLAINTIFF was harmed or offended by DEFENDANTS' conduct; and (d) a reasonable person in PLAINTIFF'S situation would have been harmed or offended by the touching.

147. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress and other pecuniary loss that she, all to her damage in a sum within the jurisdiction of this Court, to be ascertained according to proof.

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

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

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

6 **SEVENTH CAUSE OF ACTION**
7 **Bane Act Violations**
8 **Civil Code § 52.1**
9 **(As against all Defendants)**

10 151. PLAINTIFF re-alleges and incorporates by reference the foregoing
11 allegations as though set forth fully herein.

12 152. At all times relevant, all actions taken by DEFENDANT CARRASCO
13 were done as the agent of DEFENDANT A B CARING, and were done in
14 association with, at the direction of, and with the knowledge and ratification of,
15 DEFENDANT A B CARING.

16 153. DEFENDANTS are liable to PLAINTIFF for violations of the Bane
17 Act because DEFENDANTS: (a) by threat, intimidation or coercion; (b) interfered
18 or attempted to interfere; (c) with the exercise or enjoyment of PLAINTIFF'S
19 rights (e.g., Civil Code § 43; Cal. Const., Art. 1, Secs. 1 and 13; Gov't Code §
20 12940; Lab. Code §1102.5); and (d) DEFENDANTS' conduct was a substantial
21 factor in causing PLAINTIFF harm.

22 154. As a direct, foreseeable, and proximate result of DEFENDANTS'
23 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress and
24 other pecuniary loss that she, all to her damage in a sum within the jurisdiction of
25 this Court, to be ascertained according to proof.

26 155. PLAINTIFF also prays for reasonable costs and attorney fees against
27 DEFENDANTS, as allowed by any and all applicable statutes.

1 156. DEFENDANTS' actions were willful, malicious, oppressive, and were
2 committed with the wrongful intent to injure PLAINTIFF and in conscious
3 disregard of PLAINTIFF'S rights, which entitles PLAINTIFF to exemplary and/or
4 punitive damages in an amount to be proven at trial.

5 157. To the extent that any violations of the above cause of action is based
6 upon the conduct of executives, managers, and supervisors, DEFENDANT A B
7 CARING knew about such conduct and ratified such conduct and did so with the
8 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
9 rights.

10 **EIGHTH CAUSE OF ACTION**
11 **Ralph Civil Rights Act Violations**
12 **Civil Code § 51.7**
(As against all Defendants)

13 158. PLAINTIFF re-alleges and incorporates by reference the foregoing
14 allegations as though set forth fully herein.

15 159. At all times relevant, all actions taken by DEFENDANT CARRASCO
16 were done as the agent of DEFENDANT A B CARING, and were done in
17 association with, at the direction of, and with the knowledge and ratification of,
18 DEFENDANT A B CARING.

19 160. DEFENDANTS are liable to her for violation of the Ralph Act because
20 DEFENDANTS: (a) by violence and intimidation by the threat of violence; (b)
21 seized PLAINTIFF without any lawful basis, committed a battery against
22 PLAINTIFF, and/or committed assault and battery against PLAINTIFF; (c)
23 because of her race; and (d) DEFENDANTS' conduct was a substantial factor in
24 the harm PLAINTIFF suffered.

25 161. As a direct, foreseeable, and proximate result of DEFENDANTS'
26 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress and
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1 other pecuniary loss that she, all to her damage in a sum within the jurisdiction of
2 this Court, to be ascertained according to proof.

3 162. PLAINTIFF also prays for reasonable costs and attorney fees against
4 DEFENDANTS, as allowed by any and all applicable statutes.

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

9 164. To the extent that any violations of the above cause of action is based
10 upon the conduct of executives, managers, and supervisors, DEFENDANT A B
11 CARING knew about such conduct and ratified such conduct and did so with the
12 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
13 rights.

14 **NINTH CAUSE OF ACTION**
15 **Failure to Reimburse Business Expenses**
16 **Labor Code § 2802**
(As against all Defendants)

17 165. PLAINTIFF re-alleges and incorporates by reference the foregoing
18 allegations as though set forth fully herein.

19 166. Labor Code § 2802 provides that “[a]n employer shall indemnify his
20 or her employee for all necessary expenditures or losses incurred by the employee
21 in direct consequence of the discharge of his or her duties.”

22 167. Pursuant to Labor Code §§ 218.5 and 218.6, an action may be brought
23 for the nonpayment of wages and fringe benefits.

24 168. At all times relevant, all actions taken by DEFENDANT CARRASCO
25 were done as the agent of DEFENDANT A B CARING, and were done in
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1 association with, at the direction of, and with the knowledge and ratification of,
2 DEFENDANT A B CARING.

3 169. While discharging her duties for DEFENDANTS, PLAINTIFF
4 incurred necessary work-related expenses.

5 170. DEFENDANTS failed to reimburse PLAINTIFF for these
6 expenditures and losses.

7 171. By requiring PLAINTIFF to pay expenses and cover losses that she
8 incurred in direct consequence of the discharge of her duties for DEFENDANTS
9 and/or in obedience of DEFENDANTS' direction or expectations, DEFENDANTS
10 have violated and continues to violate Labor Code § 2802.

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

13 173. As a direct, foreseeable, and proximate result, PLAINTIFF has
14 suffered injury and losses in an amount not yet ascertained but within the
15 jurisdiction of this Court.

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

21 **TENTH CAUSE OF ACTION**

22 **Failure to Pay Wages and Overtime Wages**
23 **California Labor Code §§ 204, 210, 510, and 1194**
(As against all Defendants)

24 175. PLAINTIFF re-alleges and incorporates by reference the foregoing
25 allegations as though set forth fully herein.

26 176. California law requires an employer to pay each employee accurately.
27

1 If hourly, the employer is required to compensate the employee for the actual hours
2 worked, including all overtime compensation. (*See* Cal. Labor Code §§204, 510,
3 1194.)

4 177. At all times relevant, all actions taken by DEFENDANT CARRASCO
5 were done as the agent of DEFENDANT A B CARING, and were done in
6 association with, at the direction of, and with the knowledge and ratification of,
7 DEFENDANT A B CARING.

8 178. At all times relevant during her employment, PLAINTIFF worked
9 many hours in excess of the threshold number of hours that would trigger her right
10 to receive overtime wages, but she was not properly compensated because of
11 DEFENDANTS' unlawful policies.

12 179. In committing the violations of state law as herein alleged,
13 DEFENDANTS have knowingly and willfully refused to perform their obligations
14 to compensate PLAINTIFF for all wages earned based on hours worked, including
15 overtime.

16 180. PLAINTIFF is entitled to recover such amounts owed as wage
17 premiums, plus interest thereon, attorney's fees and costs, plus statutory and civil
18 penalties pursuant to the Labor Code and other applicable laws and regulations.

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

21 182. As a direct, proximate, and foreseeable result of DEFENDANTS'
22 failure to pay wages owed, PLAINTIFF has suffered and continues to suffer, losses
23 related to the use and enjoyment of such compensation, wages, lost interest on such
24 monies, as well as expenses and attorney's fees in seeking to compel
25 DEFENDANTS to fully perform their obligation under state law.

1 183. Furthermore, as a direct and proximate result of the above unlawful
2 actions, PLAINTIFF has suffered and continue to suffer loss of wages, expenses,
3 and earnings in amount yet ascertained.

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

9 **ELEVENTH CAUSE OF ACTION**
10 **Failure to Pay Meal Period and Rest Break Premium Wages**
11 **Cal. Lab. Code § 226.7, 512, and 1194**
(As against all Defendants)

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

14 186. California Labor Code § 226.7(a) provides, “No employer shall
15 require any employee to work during any meal or rest period mandated by an
16 applicable order of the Industrial Welfare Commission.”

17 187. At all times relevant, all actions taken by DEFENDANT CARRASCO
18 were done as the agent of DEFENDANT A B CARING, and were done in
19 association with, at the direction of, and with the knowledge and ratification of,
20 DEFENDANT A B CARING.

21 188. DEFENDANTS routinely failed and refused to provide PLAINTIFF
22 the opportunity to take timely and uninterrupted meal periods and rest breaks
23 during all work shifts.

24 189. Despite this, however, DEFENDANTS failed to pay PLAINTIFF
25 wage premiums in the amount of one hour’s worth of pay for meal periods and rest
26 breaks missed, interrupted, or late.

1 190. As a direct and proximate result of DEFENDANTS' conduct,
2 DEFENDANTS deprived PLAINTIFF of rightfully owed compensation for meal
3 periods and rest breaks as well as premium pay owed.

4 191. As a direct and proximate result of DEFENDANTS' unlawful actions,
5 PLAINTIFF has been deprived of timely and uninterrupted meal and rest periods
6 and was not paid for missed/untimely/interrupted meal and rest periods, and is
7 entitled to recovery under Labor Code § 226.7(b) in the amount of one additional
8 hour of pay at the employee's regular rate of compensation for each work period
9 during each day in which Defendant failed to provide employees with timely
10 and/or paid rest periods.

11 192. PLAINTIFF is entitled to recover such amounts owed as wage
12 premiums, plus interest thereon, attorney's fees and costs, plus statutory and civil
13 penalties pursuant to the Labor Code and other applicable laws and regulations.

14 193. PLAINTIFF also prays for reasonable costs and attorney fees against
15 DEFENDANTS, as allowed by any and all applicable statutes.

16 194. Furthermore, as a direct and proximate result of the above unlawful
17 actions, PLAINTIFF has suffered and continues to suffer loss of wages, expenses,
18 and earnings in amount yet ascertained.

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

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TWELFTH CAUSE OF ACTION
Failure to Pay Wages Due at Separation
Cal. Lab. Code §§ 201, 202, 203
(As against all Defendants)

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

197. At all times relevant, all actions taken by DEFENDANT CARRASCO were done as the agent of DEFENDANT A B CARING, and were done in association with, at the direction of, and with the knowledge and ratification of, DEFENDANT A B CARING.

198. California Labor Code §§ 201 and 202 requires DEFENDANTS to pay all compensation due and owing at or around the time employment is separated.

199. Pursuant to Section 201(a), when an employee is discharged, the wages earned and unpaid are due and payable immediately.

200. Pursuant to Section 202(a), for those who resign, the time period for such payment cannot exceed 72 hours after resignation.

201. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by §§ 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

202. At all times relevant during the liability period, PLAINTIFF was an employee of DEFENDANTS covered by Labor Code § 203.

203. However, PLAINTIFF was not paid for work performed, as set forth herein, including overtime pay or premium wages for missed/interrupted/untimely breaks.

1 204. DEFENDANTS willfully failed to pay PLAINTIFF such wages owed
2 upon termination or separation from employment with DEFEDNANTS as required
3 by California Labor Code §§ 201 and 202.

4 205. As a result, DEFENDANTS are liable to PLAINTIFF for all wages or
5 compensation owed, as well as waiting time penalties amounting to thirty days'
6 worth of wages pursuant to California Labor Code § 203.

7 206. PLAINTIFF also prays for reasonable costs and attorney fees against
8 DEFENDANTS, as allowed by any and all applicable statutes.

9 207. To the extent that any violations of the above cause of action is based
10 upon the conduct of executives, managers, and supervisors, DEFENDANT A B
11 CARING knew about such conduct and ratified such conduct and did so with the
12 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
13 rights.

14 **THIRTEENTH CAUSE OF ACTION**
15 **Failure to Furnish Compliant Wage Statements**
16 **Cal. Lab. Code § 226**
17 **(As against all Defendants)**

18 208. PLAINTIFF repeats, re-alleges, and incorporates by reference all
19 other paragraphs, as if fully set forth herein.

20 209. Labor Code § 226(a) requires, in pertinent part, that “Every employer
21 shall, [...] furnish each of her or her employees, [...], an accurate itemized
22 statement in writing showing (1) gross wages earned, (2) total hours worked by the
23 employee, [...] (4) all deductions, [...] (5) net wages earned, (6) the inclusive dates
24 of the period for which the employee is paid, (7) the name of the employee and her
25 or her social security number, [...], (8) the name and address of the legal entity that
26 is the employer, and (9) all applicable hourly rates in effect during the pay period
27

1 and the corresponding number of hours worked at each hourly rate by the
2 employee [. . .].” (Labor Code § 226 subdivision (a).)

3 210. Subdivision (e)(1) provides liquidated damages as follows: “An
4 employee suffering injury as a result of a knowing and intentional failure by an
5 employer to comply with subdivision (a) is entitled to recover the greater of all
6 actual damages or fifty dollars (\$50) for the initial pay period in which a violation
7 occurs and one hundred dollars (\$100) per employee for each violation in a
8 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars
9 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.”

10 211. At all times relevant, all actions taken by DEFENDANT CARRASCO
11 were done as the agent of DEFENDANT A B CARING, and were done in
12 association with, at the direction of, and with the knowledge and ratification of,
13 DEFENDANT A B CARING.

14 212. Here, DEFENDANTS knowingly and intentionally failed to provide
15 to PLAINTIFF wage statements containing all of the required and applicable
16 information set forth under Labor Code § 226, including accurate information
17 regarding hours worked to where an hourly wage was earned, hours worked that
18 entitle overtime compensation, and meal and rest break premium payments earned.

19 213. The above-mentioned inaccuracies and the failure to provide
20 PLAINTIFF with wage and earning statements caused injury to PLAINTIFF
21 within the meaning of Labor Code § 226.

22 214. For DEFENDANTS’ misconduct as alleged herein, PLAINTIFF seeks
23 all damages, civil and statutory penalties, costs, and attorneys’ fees, including but
24 not limited to those available pursuant to Labor Code § 226(e).

25 215. To the extent that any violations of the above cause of action is based
26 upon the conduct of executives, managers, and supervisors, DEFENDANT A B
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1 CARING 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 **FOURTEENTH CAUSE OF ACTION**
5 **CONVERSION/THEFT**
6 **(As against all Defendants)**

7 216. PLAINTIFF re-alleges and incorporates by reference the foregoing
8 allegations as though set forth fully herein.

9 217. Conversion is a strict liability tort. The foundation of the action rests
10 neither in the knowledge nor the intent of the defendant. Instead, the tort consists
11 in the breach of an absolute duty; the act of conversion itself is tortious. Therefore,
12 questions of the defendant's good faith, lack of knowledge, and motive are
13 ordinarily immaterial. *Burlesci v. Petersen* (1998) 68 Cal.App.4th 1062, 1066.

14 218. At all times relevant, all actions taken by DEFENDANT CARRASCO
15 were done as the agent of DEFENDANT A B CARING, and were done in
16 association with, at the direction of, and with the knowledge and ratification of,
17 DEFENDANT A B CARING.

18 219. At all relevant times, PLAINTIFF owned personal property and had a
19 right to possess her personal property that has been unlawfully kept at
20 DEFENDANTS' residence where PLAINTIFF lived her with two minor children.

21 220. DEFENDANTS have refused and failed to return to PLAINTIFF her
22 personal property.

23 221. DEFENDANTS are still in possession of PLAINTIFF'S personal
24 property, despite her requests for such property to be returned to her.

25 222. DEFENDANTS therefore have substantially, and willfully, interfered
26 with PLAINTIFF'S rights to her personal property.

223. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress and damages in a sum within the jurisdiction of this Court, to be ascertained according to proof.

224. PLAINTIFF also prays for reasonable costs and attorney fees.

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

226. To the extent that any violations of the above cause of action is based upon the conduct of executives, managers, and supervisors, DEFENDANT A B CARING knew about such conduct and ratified such conduct and did so with the wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S rights.

FIFTEENTH CAUSE OF ACTION

**Unjust Enrichment
(As against all Defendants)**

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

228. At all times relevant, all actions taken by DEFENDANT CARRASCO were done as the agent of DEFENDANT A B CARING, and were done in association with, at the direction of, and with the knowledge and ratification of, DEFENDANT A B CARING.

229. At all relevant times, PLAINTIFF owned personal property and had a right to possess her personal property that has been unlawfully kept at DEFENDANTS' residence where PLAINTIFF lived her with two minor children.

1 230. DEFENDANTS have refused and failed to return to PLAINTIFF her
2 personal property.

3 231. DEFENDANTS are still in possession of PLAINTIFF'S personal
4 property, despite her requests for such property to be returned to her.

5 232. DEFENDANTS therefore have substantially, and willfully, interfered
6 with PLAINTIFF'S rights to her personal property.

7 233. In doing so, DEFENDANTS have been unjustly enriched to the
8 detriment and loss of PLAINTIFF.

9 234. As a direct, foreseeable, and proximate result of DEFENDANTS'
10 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress and
11 damages in a sum within the jurisdiction of this Court, to be ascertained according
12 to proof.

13 235. PLAINTIFF also prays for reasonable costs and attorney fees.

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

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

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SIXTEENTH CAUSE OF ACTION
Unfair/Unlawful Business Practices
Bus. & Professions Code §§ 17200, et seq.
(As against all Defendants)

238. PLAINTIFF repeats, re-alleges, and incorporates by reference all other paragraphs, as if fully set forth herein.

239. At all times relevant, all actions taken by DEFENDANT CARRASCO were done as the agent of DEFENDANT A B CARING, and were done in association with, at the direction of, and with the knowledge and ratification of, DEFENDANT A B CARING.

240. DEFENDANTS' acts, conduct, and practices, as alleged herein, were unlawful in that DEFENDANTS' conduct violated multiple sections of the Labor Code, Government Code, and Civil Code, as set forth in the preceding causes of action.

241. The injury to PLAINTIFF greatly outweighs any alleged countervailing benefit to consumers or competition under all of the circumstances, and the actions have served no purpose but to benefit DEFENDANTS' financially.

242. There were reasonably available alternatives to further DEFENDANTS' legitimate business interests, other than the conduct described herein.

243. Because DEFENDANTS have violated the unfair competition laws, Bus. & Prof. Code §§ 17200, *et seq.*, an action under Bus. & Prof. Code § 17206 is proper and necessary to prevent DEFENDANTS from continuing to engage in further improper and unlawful employment practices.

244. As a result of DEFENDANTS' unlawful, unfair, and fraudulent business practices, PLAINTIFF has suffered injury in fact and has lost money or

1 property.

2 245. Pursuant to California Bus. and Prof. Code § 17203, PLAINTIFF is
3 therefore entitled to restitution of all monies paid to and/or received by
4 DEFENDANTS and disgorgement of all profits accruing to DEFENDANTS
5 because of such unfair and improper business practices.

6 246. PLAINTIFF also prays for reasonable costs and attorney fees against
7 DEFENDANTS, as allowed by any and all applicable statutes.

8 247. 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.

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

17 **SEVENTEENTH CAUSE OF ACTION**
18 **Negligent Hiring/Training/Supervision/Retention**
19 **(As against Defendant A B CARING only)**

20 249. PLAINTIFF repeats, re-alleges, and incorporates by reference all
21 other paragraphs, as if fully set forth herein.

22 250. DEFENDANT A B CARING is liable for PLAINTIFF'S harm not only
23 for the reasons specified in each cause of action above, but also because it
24 negligently hired, trained, supervised, and/or retained its employees,
25 representatives, agents or contractors when: (a) DEFENDANT A B CARING
26 failed to train its supervisors, managers, and agents on preventing racial

1 discrimination and harassment, and/or how to take prompt corrective action to
2 prevent or stop such discrimination/harassment; (b) DEFENDANT A B
3 CARING'S supervisors, managers, and agents were unfit to perform the duties for
4 which they were hired and created a particular risk to PLAINTIFF and others; (c)
5 DEFENDANT A B CARING knew or should have known that its supervisors,
6 managers, and agents posed a particular risk to PLAINTIFF and others; (d)
7 DEFENDANT A B CARING'S supervisors, managers, and agents' unfitness
8 harmed PLAINTIFF; and (e) DEFENDANT A B CARING'S negligence in hiring,
9 training, supervision, and retention of its supervisors, managers, and agents was a
10 substantial factor in causing PLAINTIFF'S harm.

11 251. As a direct, foreseeable, and proximate result of DEFENDANTS'
12 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress and
13 other pecuniary loss that she.

14 252. PLAINTIFF also prays for reasonable costs and attorney fees against
15 DEFENDANTS, as allowed by any and all applicable statutes.

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

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

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EIGHTEENTH CAUSE OF ACTION
EMPLOYER’S WILLFUL PHYSICAL ASSAULT
Lab. Code § 3602(b)(1)
(As against all Defendants)

255. PLAINTIFF repeats, re-alleges, and incorporates by reference all other paragraphs, as if fully set forth herein.

256. At all times relevant, all actions taken by DEFENDANT CARRASCO were done as the agent of DEFENDANT A B CARING, and were done in association with, at the direction of, and with the knowledge and ratification of, DEFENDANT A B CARING.

257. DEFENDANTS are liable for willful physical assault and battery committed against PLAINTIFF because: (a) DEFENDANTS touched PLAINTIFF in a harmful or offensive manner; (b) PLAINTIFF did not consent to the touching; (c) PLAINTIFF was harmed or offended by DEFENDANTS' conduct; and (d) a reasonable person in PLAINTIFF'S situation would have been harmed or offended by the touching.

258. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress and other pecuniary loss that she, all to her damage in a sum within the jurisdiction of this Court, to be ascertained according to proof.

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

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

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

6 **NINETEENTH CAUSE OF ACTION**
7 **ILLEGAL EVICTION**
8 **Civ. Code § 789.3**
9 **(As against all Defendants)**

10 262. PLAINTIFF repeats, re-alleges, and incorporates by reference all
11 other paragraphs, as if fully set forth herein.

12 263. At all times relevant, all actions taken by DEFENDANT CARRASCO
13 were done as the agent of DEFENDANT A B CARING, and were done in
14 association with, at the direction of, and with the knowledge and ratification of,
15 DEFENDANT A B CARING.

16 264. DEFENDANTS were PLAINTIFF'S landlords.

17 265. DEFENDANTS evicted PLAINTIFF without following proper
18 procedures under California State Law and prevented PLAINTIFF from gaining
19 reasonable access to the property.

20 266. This eviction occurred promptly and "on the spot", occurred without
21 legal process, occurred without any written notice being provided to PLAINTIFF,
22 occurred without any opportunity to cure any of the supposed violations of the
23 tenancy (because there weren't any), and occurred at a time during a State-
24 mandated moratorium on evictions due to the COVID-19 pandemic.

25 267. Instead of complying with mandatory legal process for evictions, the
26 eviction was accomplished by force and threat of force, which resulted in
27 PLAINTIFF vacating the property strictly out of fear for the personal safety and

1 health and well-being of herself and her two minor children.

2 268. DEFENDANTS are liable to PLAINTIFF for PLAINTIFF'S actual
3 damages, or \$100 per day that the landlord(s) remain in violation of Civ. Code §
4 789.3.

5 269. As a direct, foreseeable, and proximate result of DEFENDANTS'
6 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress and
7 other pecuniary loss that she, all to her damage in a sum within the jurisdiction of
8 this Court, to be ascertained according to proof.

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

11 271. 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.

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

20 **TWENTIETH CAUSE OF ACTION**
21 **NEGLIGENCE**
22 **(As against all Defendants)**

23 273. PLAINTIFF repeats, re-alleges, and incorporates by reference all
24 other paragraphs, as if fully set forth herein.

25 274. At all times relevant, all actions taken by DEFENDANT CARRASCO
26 were done as the agent of DEFENDANT A B CARING, and were done in

1 association with, at the direction of, and with the knowledge and ratification of,
2 DEFENDANT A B CARING.

3 275. At all relevant times, DEFENDANTS owed a duty of care to
4 PLAINTIFF to not engage in racial harassment/discrimination against her, to
5 prevent and protect her from racial harassment/discrimination, to not cause her
6 physical or emotional harm in connection with her tenancy, to not physically
7 assault and batter her, to not engage in unlawful acts of retaliatory eviction, and to
8 not deprive her of her own personal property at the residence.

9 276. DEFENDANTS' actions intended to, and did, cause physical, mental,
10 emotional, financial, and property damage to PLAINTIFF in that they did engage
11 in racial discrimination/harassment against her, they failed to prevent and protect
12 her from racial discrimination/harassment, they physically assaulted and battered
13 PLAINTIFF, they unlawfully evicted PLAINTIFF and her two minor children
14 (without legal process) at a time when eviction moratoriums were in place, and
15 thereafter deprived PLAINTIFF of the right to access her personal property at the
16 residence.

17 277. DEFENDANTS' actions intended to, and did, cause physical, mental,
18 emotional, financial, and property damages to PLAINTIFF.

19 278. As a direct, legal, and proximate result of the negligent acts of
20 DEFENDANTS, PLAINTIFF has sustained actual harm, the duration and extent of
21 which is yet undetermined, but will be determined shown according to proof at the
22 time of trial.

23 279. It is well settled that nonintentional torts, such as negligence, can be a
24 basis for punitive damages if conduct constituted conscious disregard of rights or
25 safety of others; nonintentional conduct is within definition of malicious acts
26 punishable by assessment of punitive damages if a party intentionally performed
27

1 act from which he or she knew, or should have known, it was highly probable that
2 harm would result. *Peterson v. Superior Court* (1982) 31 Cal. 3d 147, 158, 181
3 Cal. Rptr. 784, 642 P.2d 1305; *Slaughter v. Legal Process & Courier Serv.* (1984)
4 162 Cal. App. 3d 1236, 1252, 209 Cal. Rptr. 189.

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

9 281. To the extent that any violations of the above cause of action is based
10 upon the conduct of executives, managers, and supervisors, DEFENDANT A B
11 CARING knew about such conduct and ratified such conduct and did so with the
12 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
13 rights.

14 **TWENTY-FIRST CAUSE OF ACTION**
15 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
16 **(As against all Defendants)**

17 282. PLAINTIFF repeats, re-alleges, and incorporates by reference all
18 other paragraphs, as if fully set forth herein.

19 283. At all times relevant, all actions taken by DEFENDANT CARRASCO
20 were done as the agent of DEFENDANT A B CARING, and were done in
21 association with, at the direction of, and with the knowledge and ratification of,
22 DEFENDANT A B CARING.

23 284. The actions of DEFENDANTS as aforesaid were intentional, extreme,
24 and outrageous.

25 285. DEFENDANTS' actions were done with the intent to cause severe
26 emotional harm to PLAINTIFF, or were done with reckless disregard of the

1 probability of causing PLAINTIFF severe emotional harm.

2 286. DEFENDANTS' actions did, in fact, cause severe mental and
3 emotional harm to PLAINTIFF.

4 287. As a direct, legal, and proximate result of the acts of DEFENDANTS,
5 PLAINTIFF has sustained actual harm, the duration and extent of which is yet
6 undetermined, but will be determined shown according to proof at the time of trial.

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

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

16
17 **PRAYER FOR RELIEF**

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

- 20 1. Punitive and exemplary damages against DEFENDANT CARRASCO for
21 her despicable and vile conduct with oppression and malice against
22 PLAINTIFF, in an amount to be determined at trial according to proof;
23 2. Punitive and exemplary damages against DEFENDANT A B CARING for
24 its despicable and vile conduct with oppression and malice against
25 PLAINTIFF, in an amount to be determined at trial according to proof;
26 3. For penalties, special damages, and general damages in an amount to be
27

- 1 proven at trial, from each DEFENDANT individually for each
2 DEFENDANTS' own individual conduct, and jointly and severally for
3 DEFENDANTS' joint conduct;
- 4 4. Statutory penalties and liquidated penalties permitted by any and all
5 applicable statutes, from each DEFENDANT individually for each
6 DEFENDANTS' own individual conduct, and jointly and severally for
7 DEFENDANTS' joint conduct;
- 8 5. A civil penalty of \$10,000 from each DEFENDANT individually, from
9 each DEFENDANT individually for each DEFENDANTS' own individual
10 conduct, and jointly and severally for DEFENDANTS' joint conduct;
- 11 6. Liquidated damages for wages due and owing pursuant to Lab. Code §§
12 510, 1194 & 1194.2, from each DEFENDANT individually for each
13 DEFENDANTS' own individual conduct, and jointly and severally for
14 DEFENDANTS' joint conduct;
- 15 7. Premium pay penalties pursuant to Lab. Code § 226.7, from each
16 DEFENDANT individually for each DEFENDANTS' own individual
17 conduct, and jointly and severally for DEFENDANTS' joint conduct;
- 18 8. Waiting time penalty pursuant to Lab. Code § 203, from each
19 DEFENDANT individually for each DEFENDANTS' own individual
20 conduct, and jointly and severally for DEFENDANTS' joint conduct;
- 21 9. Civil penalties, attorney's fees, costs of suit, and damages for illegal
22 eviction pursuant to Civ. Code § 789.3, from each DEFENDANT
23 individually for each DEFENDANTS' own individual conduct, and jointly
24 and severally for DEFENDANTS' joint conduct;
- 25 10. Reimbursement/Indemnification, from each DEFENDANT individually for
26 each DEFENDANTS' own individual conduct, and jointly and severally for
27

- 1 DEFENDANTS' joint conduct;
- 2 11. For emotional distress damages, from each DEFENDANT individually for
- 3 each DEFENDANTS' own individual conduct, and jointly and severally for
- 4 DEFENDANTS' joint conduct;
- 5 12. Loss of income incurred and to be incurred, including any and all damages
- 6 flowing therefrom, according to proof, from each DEFENDANT
- 7 individually for each DEFENDANTS' own individual conduct, and jointly
- 8 and severally for DEFENDANTS' joint conduct;
- 9 13. Injunctive relief in the type and manner deemed appropriate by the Court,
- 10 such as mandatory training for supervisors;
- 11 14. For prejudgment interest at the legal rate;
- 12 15. Costs and attorneys' fees; and
- 13 16. Such other and further relief as the Court may deem proper and just.

14 **TRIAL BY JURY**

15 Pursuant to the Seventh Amendment to the Constitution of the United States

16 of America, PLAINTIFF is entitled to, and demands, a trial by jury.

17

18 Dated: August 5, 2021

SEMNAR & HARTMAN, LLP

20 By: Jared M. Hartman,

21 Jared M. Hartman, Esq.

22 Attorneys for Plaintiff,

23 KAYLA IRVING

24

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27

PROOF OF SERVICE

Irving v. A B Caring Senior Living, Inc.; et
al.,

Case No.: CVRI2102326

I am employed in the County of Riverside, State of California. I am over the age of 18 and am not a party to the within action; my business address is 41707 Winchester Road, Suite 201, Temecula, CA 92590. On the date provided below, I served the foregoing document described below on the interested parties in this action by the manner indicated below.

FIRST AMENDED COMPLAINT was served on:

S. DAVID KOZICH, ESQ. FREDDIE V. VEGA, ESQ. SEAN M. BUCK, ESQ. davidk@civilissue.com fredvesq@civilissue.com seanb@civilissue.com THE CIVIL ATTORNEYS GROUP, PC 17821 17 th Street, Suite 100 Tustin, California 92780 T: (714) 656-4322 e F: (714) 252-4157 Attorneys for Defendants, A B CARING SENIOR LIVING, INC. and REBECCA CARRASCO	
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☒ **(BY MAIL)** – I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States mail in Temecula, California.

I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid at Temecula, California, in the ordinary course of business. I am fully aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

☐ **(BY FACSIMILE)** – I caused the above described document(s) to be transmitted to the offices of the interested parties at the facsimile number(s) indicated above and the activity report(s) generated by facsimile number (888) 819-8230 indicating on all pages that they were transmitted.

☐ **(BY PERSONAL SERVICE)** – I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s).

☒ **(STATE)** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Dated: 8-5-21


Jared M. Hartman, Esq.