

1 Michael J. Jaurigue (SBN 208123)
2 S. Sean Shahabi (SBN 204710)
3 **JAURIGUE LAW GROUP**
4 300 West Glenoaks Boulevard, Suite 300
5 Glendale, California 91202
6 Telephone: 818.630.7280
7 Facsimile: 888.879.1697
8 service@jlglawyers.com
9 michael@jlglawyers.com
10 sean@jlglawyers.com

11 *Attorneys for Plaintiff*
12 LaShonti Woods

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

08/24/2023
Clerk of the Court
BY: AUSTIN LAM
Deputy Clerk

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **SAN FRANCISCO COUNTY**

10 LASHONTI WOODS, an individual

11 Plaintiff,

12 v.

13 THE JOHN STEWART COMPANY; and
14 DOES 1 through 50, inclusive,

15 Defendants.

Case No.

COMPLAINT

CGC-23-608604

1. Disability Discrimination in Violation of FEHA
2. Failure to Provide Reasonable Accommodations in Violation of FEHA
3. Failure to Engage in Good Faith Interactive Process in Violation of FEHA
4. Retaliation in Violation of FEHA under 12940 (h)
5. Retaliation in Violation of FEHA under 12940 (m)(2)
6. Failure to Prevent Discrimination, Harassment and/or Retaliation in Violation of FEHA
7. Retaliation for Reporting Illegal Violation, Cal. Lab. Code § 1102.5
8. Retaliation for Working Conditions Complaint, Cal. Lab. Code § 6310
9. Wrongful Constructive Termination in Violation of Public Policy
10. Failure to Pay Overtime Wages
11. Failure to Provide Meal Periods
12. Failure to Authorize or Permit Rest Periods
13. Failure to Timely Pay Final Wages
14. Unfair Competition, Cal. Bus. & Prof. Code, § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff's mental health, causing her great stress, anxiety, and fear. However, Madonna said that
2 removing Peterson immediately was not feasible. Plaintiff was further told that the only accommodation
3 she could receive for the severe mental health issues caused by Peterson's presence was for Plaintiff to
4 stay locked in her office.

5 16. Defendants made no efforts to accommodate Plaintiff, even though they easily could
6 have transferred Plaintiff away from the belligerent residents and/or taken measures to keep her safe
7 from the dangerous tenants.

8 17. Despite her efforts to close her office door and take break time, Plaintiff was constantly
9 interrupted by residents. Throughout her employment, Plaintiff rarely had a rest break nor a meal break
10 period throughout her employment because of the nature of the work environment. Plaintiff complained
11 to management about her lack of breaks, but Plaintiff received no support or relief from her duties from
12 Defendants that may have allowed Plaintiff to take a break.

13 18. Both Fradet and Peterson continued harassing Plaintiff inside and outside of the property.
14 Plaintiff made incident reports to her manager and regional manager, but no actions were taken to
15 protect her.

16 19. On June 18, 2020, Plaintiff sent an email to Janet Thompson, her supervisor. Plaintiff
17 complained that the situation with Fradet was not handled correctly by Defendants.

18 20. In that same June 18, 2020 email to Janet Thompson, Plaintiff complained that Peterson
19 did not leave the premises following the restraining order. Plaintiff further complained that she was very
20 afraid for her safety and requested the company do more for her safety. Despite this, no action was taken
21 by Defendants in response to Plaintiff's complaints.

22 21. As a result of the lack of action by Defendants, the harassment and stalking escalated.
23 This constant harassment and resulting fear caused Plaintiff to suffer severe issues with her mental
24 health. As a result, her doctor put her on a disability leave of absence on October 27, 2020. During her
25 medical leave, Plaintiff kept Human Resources Director Fatima Larios ("Larios") apprised of her status
26 and provided all paperwork necessary to support Plaintiff's leave and need for reasonable
27 accommodations.

28 22. Following her disability leave, Plaintiff attempted to return to work in August 2021, but

1 learned from Larios that Peterson still resided as a tenant on the premises. As a result, Plaintiff had no
2 choice but to sever her employment with Defendants.

3 23. On or about August 26, 2021, Defendants constructively terminated Plaintiff's
4 employment.

5 24. As a result of Defendants' unlawful actions, Plaintiff has suffered a great deal of
6 emotional distress.

7 ***FIRST CAUSE OF ACTION***

8 *Disability Discrimination in Violation of FEHA*

9 *(On Behalf of Plaintiff Against All Defendants)*

10 25. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.
11 Government Code section 12940(a) provides in relevant part:

12 It is an unlawful employment practice. . . (a) [f]or an employer, because of
13 the. . . physical disability, mental disability to discharge the person from
14 employment. . . or to discriminate against the person in compensation or in
15 terms, conditions, or privileges of employment.

16 26. Defendants discriminated against Plaintiff based on Plaintiff's disability and history of
17 disability.

18 27. At all times relevant herein Defendants were employers who employed five (5) or more
19 employees and were therefore bound by FEHA. Defendants employed Plaintiff.

20 28. Defendants knew that Plaintiff had a disability that limited a major life activity.

21 29. Plaintiff's disability was a substantial motivating reason for Defendants' decision to fail to
22 engage in the interactive process with Plaintiff, or provide her a reasonable accommodation for her
23 disability, which resulted in constructively terminating Plaintiff's employment.

24 30. Plaintiff suffered harm when she was discriminated against and constructively discharged
25 by Defendants.

26 31. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

27 32. As a direct and proximate result of the aforementioned adverse employment actions by
28 Defendants against Plaintiff, Plaintiff has suffered and continues to sustain substantial losses in earnings

1 and other employment benefits in an amount according to proof.

2 33. As a direct and proximate result of the aforementioned adverse employment actions by
3 Defendants against Plaintiff, Plaintiff has suffered humiliation, emotional distress, and pain and anguish,
4 all to Plaintiff's damage in an amount according to proof.

5 34. The conduct of Defendants and each of them as described above was malicious, fraudulent,
6 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
7 of them, and their agents/employees, managing agents and/or supervisors, authorized, condoned, and
8 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against
9 each of said Defendants.

10 35. Government Code section 12965(c)(6) permits the appointed arbitrator to award reasonable
11 attorneys' fees and costs, including expert witness fees, to a Plaintiff that successfully pursues a FEHA
12 claim. Plaintiff has and will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff
13 is entitled to an award of reasonable attorneys' fees and costs.

14 ***SECOND CAUSE OF ACTION***

15 *Failure to Provide Reasonable Accommodations in Violation of FEHA*

16 *(On Behalf of Plaintiff Against All Defendants)*

17 36. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

18 Government Code section 12940(m)(1) provides in relevant part:

19 It is an unlawful employment practice. . . (m)(1) [f]or an employer or other
20 entity covered by this part to fail to make reasonable accommodation for
the known physical or mental disability of an applicant or employee.

21 California Code of Regulations, Title 2 section 11068 provides in relevant part:

22 (a) Affirmative Duty. An employer or other covered entity has an
23 affirmative duty to make reasonable accommodation(s) for the disability of
24 any individual applicant or employee if the employer or other covered entity
25 knows of the disability, unless the employer or other covered entity can
demonstrate, after engaging in the interactive process, that the
accommodation would impose an undue hardship.

26 . . .

27 (e) Any and all reasonable accommodations. An employer or other covered
28 entity is required to consider any and all reasonable accommodations of
which it is aware or that are brought to its attention by the applicant or
employee, except ones that create an undue hardship. The employer or other
covered entity shall consider the preference of the applicant or employee to
be accommodated, but has the right to select and implement an

1 accommodation that is effective for both the employee and the employer or
2 other covered entity.

3 37. At all times relevant herein Defendants were employers who employed five (5) or more
4 employees and were therefore bound by FEHA.

5 38. Defendants employed Plaintiff.

6 39. Defendants knew that Plaintiff had a disability that limited a major life activity.

7 40. Plaintiff was able to perform the essential job duties of Plaintiff's position with reasonable
8 accommodation for Plaintiff's disability.

9 41. Plaintiff requested that Defendants make reasonable accommodation(s) for Plaintiff's
10 disability so that she would be able to perform the essential job requirements.

11 42. Defendants refused to provide reasonable accommodations to Plaintiff. Instead,
12 Defendants constructively terminated Plaintiff's employment when she attempted to return to work from
13 medical leave.

14 43. Plaintiff suffered harm when she was denied a reasonable accommodation by Defendants.

15 44. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

16 45. As a direct and proximate result of the aforementioned misconduct, Plaintiff has suffered
17 and continues to sustain substantial losses in earnings and other employment benefits in an amount
18 according to proof.

19 46. As a direct and proximate result of the aforementioned misconduct, Plaintiff has suffered
20 humiliation, emotional distress, pain, and anguish, all to Plaintiff's damage in an amount according to
21 proof.

22 47. The conduct of Defendants and each of them as described above was malicious, fraudulent,
23 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
24 of them, and their agents/employees, managing agent and/or supervisors, authorized, condoned, and
25 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against
26 each of said Defendants.

27 48. Government Code section 12965(c)(6) permits the appointed arbitrator to award reasonable
28 attorneys' fees and costs, including expert witness fees, to a Plaintiff that successfully pursues a FEHA
claim. Plaintiff has and will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff

1 is entitled to an award of reasonable attorneys' fees and costs.

2 **THIRD CAUSE OF ACTION**

3 *Failure to Engage in Good Faith Interactive Process in Violation of FEHACal. Gov. Code § 12940*

4 *(On Behalf of Plaintiff Against All Defendants)*

5 49. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

6 Government Code section 12940(n) provides in relevant part:

7 It is an unlawful employment practice. . . (n) For an employer or other entity
8 covered by this part to fail to engage in a timely, good faith, interactive
9 process with the employee or applicant to determine effective reasonable
10 accommodations, if any, in response to a request for reasonable
11 accommodation by an employee or applicant with a known physical or
12 mental disability or known medical condition.

13 California Code of Regulations Title 2 section 11069 provides in relevant part:

14 (a) Interactive Process. When needed to identify or implement an effective,
15 reasonable accommodation for an employee or applicant with a disability,
16 the FEHA requires a timely, good faith, interactive process between an
17 employer or other covered entity and an applicant, employee, or the
18 individual's representative, with a known physical or mental disability or
19 medical condition. Both the employer or other covered entity and the
20 applicant, employee or the individual's representative shall exchange
21 essential information identified below without delay or obstruction of the
22 process.

23 50. At all times relevant herein Defendants were employers who employed five (5) or more
24 employees and were therefore bound by FEHA.

25 51. Defendants employed Plaintiff.

26 52. Defendants knew that Plaintiff had a disability that limited a major life activity.

27 53. Plaintiff was able to perform the essential job duties of Plaintiff's position with reasonable
28 accommodation for Plaintiff's disability.

54. Plaintiff requested that Defendants make reasonable accommodation(s) for Plaintiff's
disabilities so that she would be able to perform the essential job requirements.

55. Defendants refused to provide a reasonable accommodation to Plaintiff and failed to
engage in a good faith interactive process. Instead, Defendants constructively terminated Plaintiff's
employment when she attempted to return to work from medical leave.

56. At all times material to this Complaint, Plaintiff was willing to participate in an interactive

1 process to determine whether reasonable accommodation could be made so that Plaintiff would be able to
2 perform the essential job requirements.

3 57. Plaintiff suffered harm when Defendants failed to engage in a good faith interactive process
4 with Plaintiff.

5 58. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

6 59. As a direct and proximate result of the aforementioned misconduct, Plaintiff has suffered
7 and continues to sustain substantial losses in earnings and other employment benefits in an amount
8 according to proof.

9 60. As a direct and proximate result of the aforementioned misconduct, Plaintiff has suffered
10 humiliation, emotional distress, and pain and anguish, all to Plaintiff's damage in an amount according to
11 proof.

12 61. The conduct of Defendants and each of them as described above was malicious, fraudulent,
13 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
14 of them, and their agents/employees, managing agents and/or supervisors, authorized, condoned, and
15 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against
16 each of said Defendants.

17 62. Government Code section 12965(c)(6) permits the appointed arbitrator to award reasonable
18 attorneys' fees and costs, including expert witness fees, to a Plaintiff that successfully pursues a FEHA
19 claim. Plaintiff has and will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff
20 is entitled to an award of reasonable attorneys' fees and costs.

21 ***FOURTH CAUSE OF ACTION***

22 *Retaliation in Violation of FEHA, Cal. Gov't Code § 12940(h)*

23 *(On Behalf of Plaintiff Against All Defendants)*

24 63. Plaintiff incorporates by reference all preceding allegations as though fully set forth
25 herein.

26 64. Section 12940(h) of the FEHA prohibits an employer from discriminating against or
27 retaliating an against employee for opposing any practice forbidden by the FEHA or because the person
28 has made a complaint about conduct perceived to be a violation of the FEHA.

1 65. Defendants are employers bound by FEHA.

2 66. Defendants employed Plaintiff.

3 67. Plaintiff made multiple complaints to Defendants through its managing agents,
4 employees, and supervisors, regarding significant safety concerns related to dangerous and threatening
5 tenants. Furthermore, Plaintiff sought the removal of the dangerous tenants as a reasonable
6 accommodation for her disability, but Defendants would not do so. Plaintiff complained about this
7 failure to grant her accommodation and she also complained to Defendants about a tenant calling her
8 epithets such as the N-word and Bitch. In August 2021, Defendants constructively terminated Plaintiff's
9 employment by failing to engage in any discussion about removing the dangerous tenants or actually
10 removing them as a reasonable accommodation. Plaintiff is informed and believes and based thereon
11 alleges that Plaintiff's complaints were substantial motivating reasons in Defendants' decision to
12 constructively terminate Plaintiff's employment.

13 68. Plaintiff is informed and believes and based thereon alleges that the decision to terminate
14 Plaintiff was made and/or ratified by Defendants' managing agents, officers and/or directors who were
15 conscious of Plaintiff's complaints and rights under the FEHA, but disregarded those rights and acted
16 with the intent to cause Plaintiff injury by terminating Plaintiff's employment. Defendants' disregard of
17 Plaintiff's statutory rights is in violation of statute and public policy and would be looked down on and
18 despised by reasonable persons.

19 69. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

20 70. As a direct and proximate result of the aforementioned adverse employment actions by
21 Defendants against Plaintiff, Plaintiff has suffered and continues to sustain substantial losses in earnings
22 and other employment benefits in an amount according to proof.

23 71. As a direct and proximate result of the aforementioned adverse employment actions by
24 Defendants against Plaintiff, Plaintiff has suffered humiliation, emotional distress, pain, and anguish, all
25 to Plaintiff's damage in an amount according to proof.

26 72. The conduct of Defendants and each of them as described above was malicious,
27 fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.
28 Defendants and each of them, and their agents/employees, managing agents, and/or supervisors,

1 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled
2 to punitive damages against each of said Defendants.

3 73. Government Code section 12965(c)(6) permits the court to award reasonable attorneys'
4 fees and costs, including expert witness fees, to a claimant that successfully pursues a FEHA claim.
5 Plaintiff has and will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff is
6 entitled to an award of reasonable attorneys' fees and costs.

7 ***FIFTH CAUSE OF ACTION***

8 *Retaliation in Violation of FEHA, Cal. Gov't Code § 12940(m)(2)*

9 *(On Behalf of Plaintiff Against All Defendants)*

10 74. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

11 75. FEHA prohibits an employer from discriminating against or retaliating against an
12 employee for requesting accommodations for a disability.

13 76. Defendants are employers bound by FEHA.

14 77. Defendants employed Plaintiff.

15 78. During Plaintiff's employment with Defendants, Plaintiff suffered from disabilities and
16 requested accommodation as described herein.

17 79. Plaintiff's disability limited Plaintiff's ability to participate in major life activities,
18 including work. Plaintiff was able to perform Plaintiff's essential job duties with reasonable
19 accommodation(s) for Plaintiff's disability.

20 80. Defendants knew that Plaintiff had a disability, which limited major life activities,
21 including work, and/or treated Plaintiff as if Plaintiff had a disability which limited major life activities,
22 including work.

23 81. Plaintiff requested reasonable accommodations for her disabilities, including but not
24 limited to work restrictions. Specifically, Plaintiff requested to return to work from medical leave.

25 82. In violation of the FEHA, Defendants retaliated against Plaintiff because of Plaintiff's
26 requests for reasonable accommodation. On or about August 26, 2021, Defendants constructively
27 terminated Plaintiff's employment.

28 83. Plaintiff is informed and believes and based thereon alleges that Plaintiff's requests for

1 reasonable accommodation(s) were substantial motivating factors in Defendants' decision to terminate
2 Plaintiff's employment.

3 84. Plaintiff is informed and believes and based thereon alleges that the decision to terminate
4 Plaintiff was made and/or ratified by Defendants' managing agents, officers and/or directors who were
5 conscious of Plaintiff's right to accommodations in Plaintiff's employment under the FEHA, but
6 disregarded those rights and acted with the intent to cause Plaintiff injury by terminating Plaintiff's
7 employment. Defendants' disregard of Plaintiff's statutory rights is in violation of statute and public policy
8 and would be looked down on and despised by reasonable persons.

9 85. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

10 86. As a direct and proximate result of the aforementioned adverse employment actions by
11 Defendants against Plaintiff, Plaintiff has suffered and continues to sustain substantial losses in earnings
12 and other employment benefits in an amount according to proof.

13 87. As a direct and proximate result of the aforementioned adverse employment actions by
14 Defendants against Plaintiff, Plaintiff has suffered humiliation, emotional distress, and pain and anguish,
15 all to Plaintiff's damage in an amount according to proof.

16 88. The conduct of Defendants and each of them as described above was malicious, fraudulent,
17 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
18 of them, and their agents/employees, managing agents, and/or supervisors, authorized, condoned, and
19 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against
20 each of said Defendants.

21 89. Government Code section 12965(c)(6) permits the appointed arbitrator to award reasonable
22 attorneys' fees and costs, including expert witness fees, to a Plaintiff that successfully pursues a FEHA
23 claim. Plaintiff has and will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff
24 is entitled to an award of reasonable attorneys' fees and costs.

25 ***SIXTH CAUSE OF ACTION***

26 *Failure to Prevent Discrimination, Harassment, and/or Retaliation in Violation of FEHA*

27 *(On Behalf of Plaintiff Against All Defendants)*

28 90. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

1 Government Code section 12940(k) provides in relevant part:
2 It is an unlawful employment practice . . .[f]or an employer . . . to fail to
3 take all reasonable steps necessary to prevent discrimination[,] harassment
[and/or retaliation] from occurring.

4 91. Further, under applicable law, in addition to discrimination and harassment, retaliation is
5 conduct forbidden by the FEHA and actionable under Government Code section 12940(k). *See, Taylor*
6 *v. City of Los Angeles Dept. of Water & Power* (2006)144 Cal.App.4th 1216, 1240, disapproved on
7 other grounds in *Jones v. The Lodge at Torrey Pines Partnership* (2008) 42 Cal.4th 1158.

8 92. Defendants failed to take all reasonable steps necessary to prevent harassment and
9 retaliation.

10 93. Plaintiff suffered and continues to suffer harm as a result of Defendants' failure to prevent
11 harassment and retaliation.

12 94. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

13 95. As a direct and proximate result of Defendants' failure to prevent harassment and
14 retaliation, Plaintiff has suffered and continues to sustain substantial losses in earnings and other
15 employment benefits in an amount according to proof.

16 96. As a direct and proximate result of Defendants' failure to prevent harassment and
17 retaliation, Plaintiff has suffered humiliation, emotional distress, and pain and anguish, all to Plaintiff's
18 damage in an amount according to proof.

19 97. The conduct of Defendants and each of them as described above was malicious, fraudulent,
20 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
21 of them, and their agents/employees, managing agents and/or supervisors, authorized, condoned, and
22 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against
23 each of said Defendants.

24 98. Government Code section 12965(c)(6) permits the appointed arbitrator to award reasonable
25 attorneys' fees and costs, including expert witness fees, to a Plaintiff that successfully pursues a FEHA
26 claim. Plaintiff has and will continue to incur attorneys' fees in the pursuit of this action. As such, Plaintiff
27 is entitled to an award of reasonable attorneys' fees and costs.

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 *Retaliation for Reporting Illegal Violation, Cal. Lab. Code § 1102.5*

3 *(On Behalf of Plaintiff Against All Defendants)*

4 99. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

5 Labor Code section 1102.5(b) provides:

6 An employer, or any person acting on behalf of the employer, shall not
7 retaliate against an employee for disclosing information . . . to a person with
8 authority over the employee or another employee who has the authority to
9 investigate, discover, or correct the violation or noncompliance . . . if the
10 employee has reasonable cause to believe that the information discloses a
11 violation of state or federal statute, or a violation of or noncompliance with
12 a local, state, or federal rule or regulation, regardless of whether disclosing
13 the information is part of the employee's job duties.

14 100. Defendants employed Plaintiff.

15 101. Plaintiff complained to Defendants regarding certain practices by Defendants that Plaintiff
16 reasonably believed were unlawful.

17 102. Plaintiff complained about those perceived illegal violations to persons with authority over
18 Plaintiff and other employees of Defendants that had the authority to investigate, discover, or correct those
19 illegal violations.

20 103. As a result of the foregoing complaints by Plaintiff, Defendants retaliated against Plaintiff
21 by constructively terminating Plaintiff, rather than taking appropriate actions to investigate or correct the
22 perceived unlawful practices.

23 104. Plaintiff was harmed.

24 105. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

25 106. As a proximate result of Defendants' conduct, Plaintiff has incurred and will continue to
26 incur damages in an amount to be proven. These damages include lost income, lost benefits, great anxiety,
27 embarrassment, anger, loss of enjoyment of life, emotional distress, and legal fees and costs in the hiring
28 of legal counsel, all to Plaintiff's damage in an amount according to proof.

107. The conduct of Defendants and each of them as described above was malicious, fraudulent,
or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
of them, and their agents/employees, managing agents/or supervisors, authorized, condoned, and ratified

1 the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each
2 of said Defendants.

3 108. California Labor Code section 1102.5(j) permits the court to award reasonable attorneys'
4 fees to a prevailing Plaintiff. Plaintiff has and will continue to incur attorneys' fees in the pursuit of this
5 action. As such, Plaintiff is entitled to an award of reasonable attorneys' fees.

6 ***EIGHTH CAUSE OF ACTION***

7 *Retaliation for Working Conditions Complaint*

8 *Cal. Lab. Code § 6310*

9 *(On Behalf of Plaintiff Against All Defendants)*

10 109. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

11 110. Labor Code section 6310 protects an employee who: (1) complains about safety or health
12 conditions or practices, (2) institutes or causes to be instituted any proceeding relating to the employee's
13 rights to safe and healthful working conditions, or testifies in any such proceeding, (3) exercises any rights
14 under the California Occupational Safety and Health Act, or (4) participates in an occupational health and
15 safety committee established pursuant to Labor Code section 6401.7. Labor Code section 6310 also
16 protects an employee who is a family member of a person who has or is perceived to have engaged in any
17 protected conduct.

18 Labor Code section 6310 provides:

19 (a) No person shall discharge or in any manner discriminate against any
20 employee because the employee has done any of the following:

21 (1) Made any oral or written complaint to the division, other
22 governmental agencies having statutory responsibility for or assisting the
23 division with reference to employee safety or health, his or her employer,
24 or his or her representative.

25 (2) Instituted or caused to be instituted any proceeding under or
26 relating to his or her rights or has testified or is about to testify in the
27 proceeding or because of the exercise by the employee on behalf of himself,
28 herself, or others of any rights afforded him or her.

(3) Participated in an occupational health and safety committee
established pursuant to Section 6401.7.

(4) Reported a work-related fatality, injury, or illness, requested
access to occupational injury or illness reports and records that are made or
maintained pursuant to Subchapter 1 (commencing with Section 14000) of
Chapter 1 of Division 1 of Title 8 of the California Code of Regulations, or
exercised any other rights protected by the federal Occupational Safety and

1 Health Act (29 U.S.C. Sec. 651 et seq.), except in cases where the employee
2 alleges he or she has been retaliated against because he or she has filed or
3 made known his or her intention to file a workers' compensation claim
pursuant to Section 132a, which is under the exclusive jurisdiction of the
Workers' Compensation Appeals Board.

4 111. Defendants employed Plaintiff.

5 112. Plaintiff made a complaint to Defendant's management, having statutory responsibility for
6 assisting the employees safety and/or health.

7 113. Defendants retaliated against Plaintiff by constructively terminating Plaintiff's
8 employment.

9 114. Plaintiff was harmed.

10 115. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

11 116. Pursuant to Labor Code section 6310(b), Plaintiff is entitled to reinstatement and
12 reimbursement for lost wages and benefits.

13 117. As a result of Defendants' conduct, Plaintiff has incurred and will continue to incur
14 damages in an amount to be proven. These damages include great anxiety, embarrassment, anger, loss of
15 enjoyment of life, emotional distress, and legal fees and costs in the hiring of legal counsel.

16 118. The conduct of Defendants and each of them as described above was malicious, fraudulent,
17 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
18 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
19 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
20 Defendants.

21 ***NINTH CAUSE OF ACTION***

22 ***Wrongful Constructive Termination in Violation of Public Policy***

23 ***(On Behalf of Plaintiff Against All Defendants)***

24 119. Plaintiff incorporates by reference all preceding allegations as though fully set forth
25 herein

26 120. Plaintiff's constructive termination violates fundamental principles of public policy in that
27 there is a substantial and fundamental policy against terminating employees for unlawful purposes,
28 including on account of discrimination and retaliation.

1 121. Defendants employed Plaintiff.

2 122. Plaintiff was subject to working conditions so aggravated and intolerable that no reasonable
3 employee would be able to endure them.

4 123. Defendants were aware of the intolerable working conditions, as described more fully in
5 this Complaint, but did nothing to remedy them.

6 124. Defendants constructively terminated Plaintiff in violation of Plaintiff's rights and public
7 policy.

8 125. Plaintiff was harmed.

9 126. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

10 127. In doing the acts described herein, Defendants deprived Plaintiff of prospective career and
11 employment opportunities, as well as other benefits, by failing to perform its duties to administer and
12 apply all State and local laws, procedures and regulations.

13 128. As a proximate result of Defendants' willful, despicable, and intentional conduct towards
14 Plaintiff, Plaintiff has sustained substantial losses in earnings and other employment benefits.

15 129. As a proximate result of Defendants' willful, despicable, and intentional conduct towards
16 Plaintiff, Plaintiff has suffered and continues to suffer humiliation, and emotional distress; the amount of
17 such damages to be determined by proof.

18 130. The conduct of Defendants and each of them as described above was malicious, fraudulent,
19 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
20 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
21 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
22 Defendants.

23 ***TENTH CAUSE OF ACTION***

24 *Failure to Pay Overtime Wages in Violation of*

25 *Cal. Lab. Code §§ 510, 1194, 1198 and the Applicable Wage Order*

26 *(On Behalf of Plaintiff Against All Defendants)*

27 131. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
28 forth in this Complaint.

1 132. From in or around July of 2019, until her constructive discharge, Plaintiff worked as an
2 hourly non-exempt employee for Defendants, covered by California Labor Code sections 510 and 1194
3 and the applicable Wage Order.

4 133. Pursuant to California Labor Code sections 510 and 1194 and the Wage Order, hourly,
5 non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight
6 (8) hours in a workday and/or forty (40) hours in a workweek.

7 California Labor Code section 510, subdivision (a), states in relevant part:

8 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
9 one workday and any work in excess of 40 hours in any one workweek and the first
10 eight hours worked on the seventh day of work in any one workweek shall be
11 compensated at the rate of no less than one and one-half times the regular rate of
12 pay for an employee. Any work in excess of 12 hours in one day shall be
13 compensated at the rate of no less than twice the regular rate of pay for an employee.
14 In addition, any work in excess of eight hours on any seventh day of a workweek
15 shall be compensated at the rate of no less than twice the regular rate of pay of an
16 employee. Nothing in this section requires an employer to combine more than one
17 rate of overtime compensation in order to calculate the amount to be paid to an
18 employee for any hour of overtime work.

19 Further, California Labor Code section 1198 provides,

20 The maximum hours of work and the standard conditions of labor fixed by the
21 commission shall be the maximum hours of work and the standard conditions of
22 labor for employees. The employment of any employee for longer hours than those
23 fixed by the order or under conditions of labor prohibited by the order is unlawful.

24 134. Despite California law requiring employers to pay employees a higher rate of pay for all
25 hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and on
26 the seventh day of work in a workweek, Defendants failed to pay all overtime wages to Plaintiff for her
27 daily overtime hours worked.

28 135. In this case, Plaintiff worked more minutes per shift than Defendants credited her with
having worked because, inter alia, she was required to work through meal periods and rest breaks as no
other employee was provided to relieve her of her duties.

 136. To the extent that the foregoing uncompensated time occurred on workdays when Plaintiff
already worked eight (8) hours, in workweeks where Plaintiff already worked forty (40) hours, and/or
seven days in a workweek, the foregoing resulted in time in which Plaintiff was under the control of
Defendants, which constituted overtime hours, but not compensated at her overtime rate of pay in violation

1 of Labor Code sections 510, 1194, and 1198, and the Wage Order.

2 137. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount
3 subject to proof, to the extent that she was not paid at her proper overtime rate of pay for all overtime
4 hours worked.

5 138. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover the full amount of his
6 unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

7 ***ELEVENTH CAUSE OF ACTION***

8 *Failure to Provide Complaint Meal Periods or Compensation in Lieu Thereof*

9 *Cal. Lab. Code §§ 512, 226.7 and the Applicable Wage Order*

10 *(On Behalf of Plaintiff Against All Defendants)*

11 139. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

12 140. California law requires an employer to provide its employees an uninterrupted meal period
13 of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer
14 relinquishes control over the employee's activities no later than the end of the employee's fifth hour of
15 work and a second meal period no later than the employee's tenth hour of work. (Labor Code sections
16 226.7, 512; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004). If the employer requires
17 the employee to remain at the work site or facility during the meal period, the meal period must be paid.
18 This is true even where the employee is relieved of all work duties during the meal period. (*Bono*
19 *Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968). If the employee is not free to leave the work
20 premises or worksite during the meal period, even if the employee is relieved of all other duty during the
21 meal period, the employee is subject to the employer's control and the meal period is counted as time
22 worked and therefore must be paid.

23 141. If an employer fails to provide an employee a meal period in accordance with the law, the
24 employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each
25 workday that a legally required and compliant meal period was not provided. (Labor Code section 226.7).

26 142. From in or around August 16, 2019, until Plaintiff's termination on August 26, 2021,
27 Plaintiff worked as a non-exempt employee for Defendants, covered by Labor Code sections 512 and
28 226.7 and the applicable Wage Order.

1 143. In this case, Plaintiff worked shifts long enough to entitle Plaintiff to meal periods under
2 California law. Nevertheless, Defendants failed to provide Plaintiff with compliant, duty-free meal
3 periods. Such practices but were not limited to routinely interrupting Plaintiff’s meal period to address
4 tenant’s questions and Plaintiff often took her lunch period past the fifth hour.

5 144. Similarly, Defendants also failed to pay premium wages to Plaintiff to compensate Plaintiff
6 for each workday Plaintiff did not receive all legally required and/or compliant meal periods.

7 145. Pursuant to Labor Code section 226.7 and the applicable Wage Order, Defendants are liable
8 to Plaintiff for one (1) hour of additional pay at Plaintiff’s regular rate of compensation for each workday
9 that Defendants did not provide all legally required and compliant meal periods plus pre-judgment interest.
10 Pursuant to Labor Code section 218.5, Plaintiff in entitled to recover attorneys’ fees and costs for
11 Defendants failure to provide compliant meal periods or compensation in lieu thereof.

12 ***TWELFTH CAUSE OF ACTION***

13 *Failure to Authorize or Permit Compliant Rest Periods Compensation in Leiu Thereof*

14 *Cal. Lab. Code § 226.7 and the Applicable Wage Order*

15 *(On Behalf of Plaintiff Against All Defendants)*

16 146. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

17 147. California law requires that “[e]very employer shall authorize and permit all employees to
18 take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized
19 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time
20 per four (4) hours or major fraction thereof....” Wage Order 5, §12. Employees are entitled to 10 minutes
21 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
22 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant*
23 *Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest
24 period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest
25 periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods
26 employers must relieve employees of all duties and relinquish control over how employees spend their
27 time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable
28 provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s

1 regular rate of compensation for each work day that the rest period is not provided.” Wage Order 5, §12;
2 Labor Code §226.7.

3 148. From in or around August 16, 2019, until Plaintiff’s termination on August 26, 2021,
4 Plaintiff worked as a non-exempt employee for Defendants, covered by Labor Code section 226.7 and
5 the applicable Wage Order.

6 149. In this case, Plaintiff regularly worked shifts of more than three-and-a-half (3.5) hours.
7 Nevertheless, Defendants employed practices that failed to authorize and/or permit Plaintiff to receive all
8 legally required and compliant rest periods. Such practices but were not limited to routinely interrupting
9 Plaintiff’s rest period to address tenants who came into the office.

10 150. Similarly, Defendants failed to pay Plaintiff one (1) hour of pay at Plaintiff’s regular rate
11 of pay for each workday Plaintiff did not receive all legally required and/or legally compliant rest periods.

12 151. Pursuant to Labor Code section 226.7 and the applicable Wage Order Defendants are liable
13 to Plaintiff for one (1) hour of additional pay at the regular rate of compensation for each workday that
14 Defendants did not provide all legally required and/or legally compliant rest periods plus pre-judgment
15 interest. Pursuant to Labor Code section 218.5, Plaintiff is entitled to recover attorneys’ fees and costs for
16 Defendants’ failure to provide compliant rest periods or compensation in lieu thereof.

17 ***THIRTEENTH CAUSE OF ACTION***

18 *Waiting Time Penalties for Failure to Timely Pay Final Wages*

19 *Cal. Lab. Code §§ 201 and 203*

20 *(On Behalf of Plaintiff Against All Defendants)*

21 152. Plaintiff incorporates by reference all preceding allegation as if fully set forth herein.

22 153. Labor Code section 201 provides, in pertinent part: “[i]f an employer discharges an
23 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Cal.
24 Lab. Code § 201(a).

25 Labor Code section 203(a) provides in pertinent part:

26 If an employer willfully fails to pay, without abatement or reduction, in
27 accordance with [s]ections 201 . . . [or] 202, . . . any wages of an employee
28 who is discharged or who quits, the wages of the employee shall continue
as a penalty from the due date thereof at the same rate until paid or until an
action therefor is commenced; but the wages shall not continue for more

1 than 30 days.

2 154. Responents terminated Plaintiff’s employment, but willfully refused to perform their
3 obligations to timely pay Plaintiff all earned and unpaid wages owed at the time of termination in
4 violation of Labor Code section 201.

5 155. As a result of Defendants’ conduct, Plaintiff has suffered damages and is, therefore,
6 entitled to waiting time penalties at Plaintiff’s regular wage rate from the due date thereof (the date of
7 termination) until all wages are paid or an action is commenced, up to a maximum of thirty (30) days, all
8 subject to proof and pursuant to Labor Code section 203.

9 ***FOURTEENTH CAUSE OF ACTION***

10 *Unfair Competition*

11 *Cal. Bus. & Prof. Code § 17200 et seq.*

12 *(On Behalf of Plaintiff Against All Defendants)*

13 156. Plaintiff incorporates by reference all preceding allegation as if fully set forth herein.

14 157. California law prohibits unfair competition and illegal business practices. The law
15 describes “unfair competition” as any unlawful, unfair, or fraudulent business act or practice, or false,
16 deceptive, or misleading advertising. See Cal Bus. & Prof. Code § 17200 et seq.

17 158. As alleged above, Defendants have failed to provide Plaintiff compliant meal periods
18 and/or rest breaks or compensation in leiu thereof, failed to pay all earned and unpaid wages due at
19 termination] in violation of the California Labor Code, as alleged hereinabove.

20 159. On information and belief, by violating the provisions of the Labor Code and Wage
21 Orders, Defendants have gained a competitive advantage and unfairly injured competitors in violation of
22 California Business & Professions Code section 17203.

23 160. The victims of these unfair and illegal business practices include, but are not limited to
24 Plaintiff, Defendants’ other employees, competing businesses, and the general public. Plaintiff is
25 informed and believes, and based thereon alleges, Defendants performed the above-mentioned acts with
26 the intent of gaining an unfair competitive advantage.

27 161. Plaintiff’s efforts in securing the requested relief will result “in the enforcement of an
28 important right affecting the public interest,” as “a significant benefit, whether pecuniary or

1 nonpecuniary, [will] be[] conferred on . . . a large class of persons.” Cal. Civ. Proc. Code § 1021.5.
2 Because “the necessity and financial burden of private enforcement . . . are such as to make [an
3 attorney’s fees] award appropriate, and [because attorney’s fees] should not in the interest of justice be
4 paid out of the recover, if any,” Plaintiff requests an award of reasonable attorneys’ fees pursuant to
5 section 1021.5 of the California Code of Civil Procedure. *Id*

6 162. Pursuant to Business and Professions Code section 17203, Plaintiff requests restitution
7 and disgorgement of wages and premiums wrongfully retained by Defendants in violation of Business
8 and Professions Code sections 17200 *et seq.*

9 ***PRAYER FOR RELIEF***

10 WHEREFORE, Plaintiff respectfully requests the following relief:

- 11 1. For an award of compensatory damages, including without limitation lost wages,
12 earnings, benefits, and other compensation, according to proof, as well as damages for emotional
13 distress, loss of enjoyment of life, humiliation, pain and suffering, injury to reputation, embarrassment,
14 fear, anxiety and anguish, according to proof as allowed by law;
- 15 2. For an award of unpaid wages, unpaid premiums, reimbursement of business expenses and
16 losses, liquidated damages, and statutory penalties, according to proof as allowed by law;
- 17 3. Equitable relief including, but not limited to, reinstatement and restitution;
- 18 4. Injunctive relief, including compliance with the above-identified labor codes;
- 19 5. For an award of punitive damages as allowed by law;
- 20 6. For a declaratory judgment that Defendants has violated California public policy;
- 21 7. For an award of prejudgment and post-judgment interest;
- 22 8. For an award of reasonable attorneys’ fees;
- 23 9. For all costs of suit; and
- 24 10. For an award of any other and further legal and equitable relief as the appointed arbitrator
25 deems just and proper.

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Dated: August 24, 2023

JAURIGUE LAW GROUP



Michael J. Jaurigue
S. Sean Shahabi
Attorneys for Plaintiff
LaShonti Woods

DEMAND FOR JURY TRIAL

Plaintiff requests a trial by jury as to all causes of action.

Dated: August 24, 2023

JAURIGUE LAW GROUP

Michael Jaurigue

Michael J. Jaurigue
S. Sean Shahabi
Attorney for Plaintiff
LaShonti Woods

EXHIBIT A

1 administration of the property office, including answering telephones, interacting with
residents, and handling resident inquiries and concerns.

2 2. Beginning on or about August 16, 2019, Claimant was stalked and harassed by a
3 resident of Respondents, John Fradet ("Fradet"). Among other things, Fradet would come to
4 Claimant's office to scream at her, call her derogatory names such as "N***** B*tch", scratch
her car, and deflate her tires. The harassment was so bad that Claimant got a restraining
order against Fradet.

5 3. On or about December 9, 2019, Claimant was assaulted by a resident, Jennifer
6 Peterson ("Peterson"). Peterson hit Claimant with a broken metal tube on Claimant's right
lower back and leg. Claimant was forced to get a temporary restraining order against
Peterson.

7 4. Following the restraining order against Peterson, Claimant asked regional manager,
8 John Madonna ("Madonna"), to remove Peterson immediately, as Peterson's presence was
severely effecting Claimant's mental health, causing her great stress, anxiety, and fear.
9 However, Madonna said that removing Peterson immediately was not feasible. Claimant
was further told that the only accommodation she could receive for the severe mental health
issues caused by Peterson's presence was for Claimant to stay locked in her office.

10 5. Respondents made no efforts to accommodate Claimant, even though they easily
11 could have transferred Claimant away from the belligerent residents and/or taken measures
to keep her safe from the dangerous tenants.

12 6. Despite her efforts to close her office door and take break time, Claimant was
13 constantly interrupted by residents. Throughout her employment, Claimant rarely had a rest
break nor a meal break period throughout her employment because of the nature of the
14 work environment. Claimant complained to management about her lack of breaks, but
Claimant received no support or relief from her duties from Respondents that may have
allowed Claimant to take a break.

15 7. Both Fradet and Peterson continued harassing Claimant inside and outside of the
16 property. Claimant made incident reports to her manager and regional manager, but no
actions were taken to protect her.

17 8. On June 18, 2020, Claimant sent an email to Janet Thompson, her supervisor.
18 Claimant complained that the situation with Fradet was not handled correctly by
Respondents.

19 9. In that same June 18, 2020, email to Janet Thompson, Claimant complained that
20 Peterson did not leave the premises following the restraining order. Claimant further
complained that she was very afraid for her safety and requested the company do more for
her safety. Despite this, no action was taken by Respondents in response to Claimant's
21 complaints.

22 10. As a result of the lack of action by Respondents, the harassment and stalking
escalated. This constant harassment and resulting fear caused Claimant to suffer severe
23 issues with her mental health. As a result, her doctor put her on a disability leave of absence
on October 27, 2020. During her medical leave, Claimant kept Human Resources Director
Fatima Larios ("Larios") apprised of her status and provided all paperwork necessary to
support Claimant's leave and need for reasonable accommodations.

24 11. Following her disability leave, Claimant attempted to return to work in August 2021,
25 but learned from Larios that Peterson still resided as a tenant on the premises. As a result,
Claimant had no choice but to sever her employment with Respondents.

1 12. On or about August 26, 2021, Respondents constructively terminated Claimant's
employment.

2 13. As a result of Respondents' unlawful actions, Claimant has suffered a great deal of
emotional distress.
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1 VERIFICATION

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

5 On August 24, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Glendale, CA

EXHIBIT B



Civil Rights Department

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

August 24, 2023

Michael Jaurigue
Jaurigue Law Group, 300 W. Glenoaks Blvd
Glendale, CA 91202

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202308-21742624
Right to Sue: Woods / The John Stewart Company

Dear Michael Jaurigue:

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

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

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

Sincerely,

Civil Rights Department



Civil Rights Department

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

August 24, 2023

RE: Notice of Filing of Discrimination Complaint
CRD Matter Number: 202308-21742624
Right to Sue: Woods / The John Stewart Company

To All Respondent(s):

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

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

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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

August 24, 2023

Lashonti Woods
300 W. Glenoaks Blvd
Glendale, CA 91202

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202308-21742624
Right to Sue: Woods / The John Stewart Company

Dear Lashonti Woods:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective August 24, 2023 because an immediate Right to Sue notice was requested.

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

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

Sincerely,

Civil Rights Department