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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11
12 JOHN DOE¹,

13 Plaintiff,

14 vs.

15
16 LYNCH CARPENTER, LLP, TODD
17 CARPENTER, SCOTT BRADEN,
18 and DOES 1 to 100, inclusive,

19 Defendants.
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Case No.: 24STCV06716

**PLAINTIFF JOHN DOE'S COMPLAINT
FOR DAMAGES FOR:**

- 15 (1) **WHISTLE-BLOWER
RETALIATION IN VIOLATION OF
LABOR CODE § 1102.5;**
- 16 (2) **VIOLATION OF LABOR CODE
§ 970;**
- 17 (3) **DISCRIMINATION IN VIOLATION
OF THE FEHA;**
- 18 (4) **BREACH OF EXPRESS ORAL
CONTRACT NOT TO TERMINATE
EMPLOYMENT WITHOUT GOOD
CAUSE;**
- 19 (5) **BREACH OF IMPLIED-IN-FACT
CONTRACT NOT TO TERMINATE
EMPLOYMENT WITHOUT GOOD
CAUSE;**
- 20 (6) **NEGLIGENT HIRING.**

26 ¹ Because of the nature of the allegations herein, plaintiff is identified by the pseudonym John Doe
27 in order to preserve his confidentiality and privacy pursuant to applicable law, including *Roe v.*
28 *Bakersfield City School Dist.* (2006) 136 Cal.App.4th 556, *Roe v. Lincoln Unified School Dist.* (2010)
187 Cal.App.4th 1286, *Starbucks Corp. v. Superior Ct.* (2008) 168 Cal.App.4th 1436, and *Roe v. City of*
Los Angeles (2007) 42 Cal.4th 531.

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SUPERVISION, AND RETENTION;

(7) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;

(8) WRONGFUL TERMINATION OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY;

(9) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (LABOR CODE §§ 226(a), 432, 1198.5);

DEMAND FOR JURY TRIAL

1 **TABLE OF CONTENTS**

2 **Page**

3 SUMMARY 1

4 PARTIES..... 1

5 VENUE 3

6 FACTS COMMON TO ALL CAUSES OF ACTION..... 4

7 FIRST CAUSE OF ACTION 8

8 (Whistle-Blower Retaliation (Labor Code § 1102.5, *et seq.*)—Against Entity
9 Defendant and Does 1 to 100, Inclusive) 8

10 SECOND CAUSE OF ACTION 9

11 (Violation of Labor Code § 970)—Against Entity Defendant and Does 1 to
12 100, Inclusive) 9

13 THIRD CAUSE OF ACTION 10

14 (Discrimination on the Bases of Race, Ancestry, and/or National Origin, and
15 Sex/Gender (Violation of Government Code § 12900, *et seq.*)—Against
16 Entity Defendant and Does 1 to 100, Inclusive)..... 10

17 FOURTH CAUSE OF ACTION 11

18 (Breach of Express Oral Contract Not to Terminate Employment Without
19 Good Cause (*Marvin v. Marvin* (1976) 18 Cal.3d 660)—Against
20 Entity Defendant and Does 1 to 100, Inclusive)..... 11

21 FIFTH CAUSE OF ACTION 12

22 (Breach of Implied-in-Fact Contract Not to Terminate Employment Without
23 Good Cause (*Marketing West, Inc. v. Sanyo Fisher* (1992) 6 Cal.App.4th 603;
24 Civil Code § 1622)—Against Entity Defendant and Does 1 to 100, Inclusive)..... 12

25 SIXTH CAUSE OF ACTION 13

26 (Negligent Hiring, Supervision, and Retention—Against Entity Defendant
27 and Does 1 to 100, Inclusive) 13

28 SEVENTH CAUSE OF ACTION..... 13

(Intentional Infliction of Emotional Distress (*Hughes v. Pair* (2009) 46
Cal.4th 1035)—Against All Defendants and Does 1 to 100, Inclusive)..... 13

EIGHTH CAUSE OF ACTION 14

(Wrongful Termination of Employment in Violation of Public Policy
(*Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167)—Against Entity
Defendant and Does 1 to 100, Inclusive) 14

1 NINTH CAUSE OF ACTION..... 15
2 Failure to Provide Accurate Wage Statements (Violation of Labor Code
3 §§ 226, *et seq.*, 432, and 1198.5) Against Entity Defendant and Does 1 to 100,
4 Inclusive..... 15
5 PRAYER..... 17
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **TABLE OF AUTHORITIES**

2 **Page**

3 **Cases**

4 *Brown v. Superior Court* (1984) 37 Cal.3d 477 3

5 *Collins v. Rocha* (1972) 7 Cal.3d 232..... 10

6 *Dore v. Arnold Worldwide, Inc.* (2006) 39 Cal.4th 384 9

7 *Hughes v. Pair* (2009) 46 Cal.4th 1035 13

8 *Marketing West, Inc. v. Sanyo Fisher* (1992) 6 Cal.App.4th 603 12

9 *Marvin v. Marvin* (1976) 18 Cal.3d 660..... 11

10 *Mission Imports, Inc. v. Superior Court* (1982) 31 Cal.3d 921 3

11 *Roe v. Bakersfield City School Dist.* (2006) 136 Cal.App.4th 556..... 1

12 *Roe v. City of Los Angeles* (2007) 42 Cal.4th 531 1

13 *Roe v. Lincoln Unified School Dist.* (2010) 187 Cal.App.4th 1286 1

14 *Seubert v. McKesson Corp.* (1990) 223 Cal.App.3d 1514 9

15 *Starbucks Corp. v. Superior Ct.* (2008) 168 Cal.App.4th 1436 1

16 *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167..... 14

17 **Statutes**

18 Civil Code § 1622 12

19 Civil Code section § 3294..... 1, 7

20 Code of Civil Procedure § 1021.5..... 1, 15

21 Code of Civil Procedure § 1032..... 15

22 Code of Civil Procedure § 3291..... 1

23 Code of Civil Procedure § 474 2

24 Government Code § 72055 17

25 Government Code §§ 12900-12996..... 1, 3, 10, 11

26 Labor Code § 1102.5..... 1, 8, 9, 14

27 Labor Code § 1198.5..... 15, 16

28 Labor Code § 218.6..... 13

1 Labor Code § 226..... 15, 16
2 Labor Code § 432..... 15, 16
3 Labor Code § 970..... 9, 10
4 Labor Code § 971..... 9
5 Labor Code § 972..... 9

6 **Other Authorities**

7 CACI 2710 9

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1 Plaintiff, John Doe, alleges, on the basis of personal knowledge and/or information
2 and belief:

4 SUMMARY

5 This is an action by plaintiff, John Doe (“plaintiff” or “Doe”), whose employment
6 with defendant Lynch Carpenter, LLP (“Lynch Carpenter” or “Entity Defendant”), was
7 wrongfully terminated.

8 Plaintiff brings this action against defendants for economic, non-economic, com-
9 pensatory, and punitive damages pursuant to Civil Code section 3294, pre-judgment in-
10 terest pursuant to Code of Civil Procedure section 3291, and costs and reasonable attor-
11 neys’ fees pursuant to Government Code section 12965(b), Labor Code section 1102.5(j),
12 and Code of Civil Procedure section 1021.5

14 PARTIES

15 1. *Plaintiff:* Plaintiff Doe is, and at all times mentioned in this Complaint was, a
16 resident of the County of San Diego, California.

17 2. *Defendants:* Defendant Lynch Carpenter is, and at all times mentioned in this
18 Complaint was, authorized to operate by the State of California and the United States
19 government and authorized and qualified to do business in the County of Los Angeles.
20 Defendant’s place of business, where the following causes of action took place, was and
21 is in the County of Los Angeles, at 117 East Colorado Blvd., Suite 600, Pasadena,
22 California 91105. Defendant Todd Carpenter (“defendant” or “Carpenter”) is, and at all
23 times mentioned in this Complaint was, a supervisor with defendants. Defendant
24 Carpenter is, and at all times mentioned in this Complaint was, a resident of San Diego
25 County, California. Defendant Scott Braden (“defendant” or “Braden”) is, and at all times
26 mentioned in this Complaint was, a supervisor with defendants. Defendant Braden is, and
27 at all times mentioned in this Complaint was, a resident of San Diego County, California.

28 3. *Doe defendants:* Defendants Does 1 to 100, inclusive, are sued under fictitious

1 names pursuant to Code of Civil Procedure section 474. Plaintiff is informed and believes,
2 and on that basis alleges, that each of the defendants sued under fictitious names is in some
3 manner responsible for the wrongs and damages alleged below, in so acting was functioning
4 as the agent, servant, partner, and employee of the co-defendants, and in taking the actions
5 mentioned below was acting within the course and scope of his or her authority as such
6 agent, servant, partner, and employee, with the permission and consent of the co-defendants.
7 The named defendants and Doe defendants are sometimes hereafter referred to, collectively
8 and/or individually, as “defendants.”

9 4. *Relationship of defendants:* All defendants compelled, coerced, aided, and/or
10 abetted the discrimination, retaliation, and harassment alleged in this Complaint. All
11 defendants were responsible for the events and damages alleged herein, including on the
12 following bases: (a) defendants committed the acts alleged; (b) at all relevant times, one
13 or more of the defendants was the agent or employee, and/or acted under the control or
14 supervision, of one or more of the remaining defendants and, in committing the acts
15 alleged, acted within the course and scope of such agency and employment and/or is or
16 are otherwise liable for plaintiff’s damages; (c) at all relevant times, there existed a unity
17 of ownership and interest between or among two or more of the defendants such that any
18 individuality and separateness between or among those defendants has ceased, and de-
19 fendants are the alter egos of one another. Defendants exercised domination and control
20 over one another to such an extent that any individuality or separateness of defendants
21 does not, and at all times herein mentioned did not, exist. Adherence to the fiction of the
22 separate existence of defendants would permit abuse of the corporate privilege and would
23 sanction fraud and promote injustice. All actions of all defendants were taken by
24 employees, supervisors, executives, officers, and directors during employment with all
25 defendants, were taken on behalf of all defendants, and were engaged in, authorized, rati-
26 fied, and approved of by all other defendants.

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1 5. Finally, at all relevant times mentioned herein, all defendants acted as agents of
2 all other defendants in committing the acts alleged herein.
3

4 VENUE

5 6. The actions at issue in this case occurred in the State of California, in the County
6 of Los Angeles. Under the California Fair Employment and Housing Act, this case can
7 alternatively, at Plaintiff's choice, be filed:

8 [I]n a county in which the department has an office, in a county in
9 which unlawful practices are alleged to have been committed, in the
10 county in which records relevant to the alleged unlawful practices are
11 maintained and administered, in the county in which the person
12 claiming to be aggrieved would have worked or would have had
access to public accommodation, but for the alleged unlawful
practices, in the county of the defendant's residence or principal
office. . .

13 (California Government Code § 12965(b).)

14 7. Here, the plaintiff worked primarily in California in the County of Los Angeles.
15 The location where plaintiff worked was located in Pasadena, California. Pasadena is
16 located in Los Angeles County, California. The majority of the unlawful actions on the
17 part of the defendants occurred at said Pasadena location.

18 8. “[I]n the absence of an affirmative showing to the contrary, the presumption is
19 that the county in which the title of the actions shows that the case is brought is, prima
20 facie, the proper county for the commencement and trial of the action.” (*Mission Imports,*
21 *Inc. v. Superior Court* (1982) 31 Cal.3d 921, 928.) The FEHA venue statute – section
22 12965(b) – thus affords a wide choice of venue to persons who bring actions under FEHA.
23 (*Brown v. Superior Court* (1984) 37 Cal.3d 477, 486.) “[T]he special provisions of the
24 FEHA venue statute control in cases involving FEHA claims joined with non-FEHA
25 claims arising from the same facts.” (*Id.* at 487.).

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1 of Professional Conduct.

2 c. This was common knowledge and practice throughout the firm, and it was
3 most egregiously evinced in at least one instance in which Lynch Carpenter’s client had
4 been deceased for several years. That fact was learned only through defense counsel’s
5 discovery and disclosure, and it resulted in sanctions against defendants and an investi-
6 gation initiated by the California State Bar.

7 d. In addition to defendants’ complete failure to communicate with their clients
8 and to provide effective representation to those clients, defendants engaged in unethical
9 billing and reporting practices that certainly amount to fraud. Attorneys often fabricated
10 and inflated the number of hours they worked on matters when filing motions for
11 attorneys’ fees. In these motions, attorneys are required to provide summaries of their
12 hours worked and the types of work completed. However, defendant Braden, an attorney
13 with Lynch Carpenter, had not input his billable hours for more than four years, and this
14 resulted in his telling the firm’s associates and paralegals to make up and input fake hours
15 and make them “look realistic” in an effort to justify millions of dollars in attorneys’ fees.
16 Further, Lynch Carpenter’s attorneys did not have any mechanism for keeping track of
17 hours, such as Excel spreadsheets or charts that clearly showed what work had been
18 completed and the time spent on each item.

19 e. Lynch Carpenter’s attorneys expressly acknowledged the obvious fraudulent
20 conduct, as one partner, James Drimmer (“Drimmer”), stated that their hours were
21 “complete bullshit” during a meeting with Doe. During this meeting, Drimmer further
22 told Doe to do certain things to prevent the fee motions from looking “questionable,” such
23 as not using round numbers so that the hours would look more realistic.

24 f. After observing this conduct, Doe expressed his concerns to another associate
25 attorney, Connor Porzio (“Porzio”), and a paralegal, Sara Pearson (“Pearson”). Doe
26 specifically stated that he did not want to work at a firm that engaged in these kinds of
27 practices and that he was concerned about the future of the firm. Doe’s last such complaint
28 was only approximately two days before his employment was terminated.

1 g. In or around December of 2023, all of Lynch Carpenter’s attorneys, including
2 Doe, were scheduled for performance reviews. At approximately the end of December,
3 2023, Doe approached one of the firm’s partners, defendant Carpenter, to inquire about
4 his annual review, as Doe had been working diligently with very little feedback, and every
5 review typically came with a raise, which Doe believed was well deserved.

6 h. Carpenter responded that he wanted to postpone Doe’s review, which was
7 odd, and that he would meet with Doe the following week for his performance review.
8 However, that meeting never occurred. Instead, on or around January 18, 2024, Doe
9 noticed that everyone from the office except him was out to lunch, while he was left alone.
10 This was not entirely uncommon, as Doe had noticed that he was often excluded from
11 team meetings and lunches.

12 13. *Defendants’ termination of plaintiff’s employment:*

13 a. Upon returning to his computer on January 18, 2024, Doe noticed that his
14 password had been reset. When he again requested to meet with Carpenter regarding his
15 performance, Carpenter told Doe to meet him in five minutes, after he had returned from
16 the group lunch. However, rather than providing a performance review, Braden and
17 Carpenter terminated Doe’s employment, giving pretextual reasons, such as that his per-
18 formance was not “up to par” and that his writing had not been “at the level [they]
19 expected.” However, Doe had never received negative feedback from Braden or Carpenter
20 regarding the quality of his work, even when he asked. Braden claimed that, on the last
21 assignment Doe turned in, Braden had to “rewrite the whole thing,” but Doe later learned
22 that that was a lie.

23 b. Around the time of Doe’s termination, Defendant had hired approximately
24 six Caucasian female attorneys. Further, Doe is aware of other Caucasian employees who
25 complained about Braden “destroying” their work, however, these individuals were not
26 terminated.

27 14. *Economic damages:* As a consequence of defendants’ conduct, plaintiff has
28 suffered and will suffer harm, including lost past and future income and employment

1 benefits, damage to his career, and lost wages, overtime, unpaid expenses, and penalties,
2 as well as interest on unpaid wages at the legal rate from and after each payday on which
3 those wages should have been paid, in a sum to be proven at trial.

4 15. *Non-economic damages:* As a consequence of defendants' conduct, plaintiff has
5 suffered and will suffer psychological and emotional distress, humiliation, and mental and
6 physical pain and anguish, in a sum to be proven at trial.

7 16. *Punitive damages:* Defendants' conduct constitutes oppression, fraud, and/or
8 malice under California Civil Code section 3294 and, thus, entitles plaintiff to an award
9 of exemplary and/or punitive damages.

10 a. *Malice:* Defendants' conduct was committed with malice within the meaning
11 of California Civil Code section 3294, including that (a) defendants acted with intent to
12 cause injury to plaintiff and/or acted with reckless disregard for plaintiff's injury, in-
13 cluding by terminating plaintiff's employment and/or taking other adverse job actions
14 against plaintiff because of his good faith complaints, and/or (b) defendants' conduct was
15 despicable and committed in willful and conscious disregard of plaintiff's rights, health,
16 and safety, including plaintiff's right to be free of discrimination, harassment, retaliation,
17 and wrongful employment termination.

18 b. *Oppression:* In addition, and/or alternatively, defendants' conduct was
19 committed with oppression within the meaning of California Civil Code section 3294,
20 including that defendants' actions against plaintiff because of his good faith complaints
21 were "despicable" and subjected plaintiff to cruel and unjust hardship, in knowing
22 disregard of plaintiff's rights to a work place free of discrimination, harassment,
23 retaliation, and wrongful employment termination.

24 c. *Fraud:* In addition, and/or alternatively, defendants' conduct, as alleged, was
25 fraudulent within the meaning of California Civil Code section 3294, including that
26 defendants asserted false (pretextual) grounds for terminating plaintiff's employment
27 and/or other adverse job actions, thereby to harm plaintiff and deprive him of legal rights.

28 17. *Attorneys' fees:* Plaintiff has incurred and continues to incur legal expenses and

1 attorneys' fees.
2

3 **FIRST CAUSE OF ACTION**
4 **(Whistle-Blower Retaliation (Labor Code**
5 **§ 1102.5, *et seq.*)—Against Entity Defendant**
6 **and Does 1 to 100, Inclusive)**

7 18. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
8 rated herein by reference.

9 19. At all relevant times, Labor Code section 1102.5 was in effect and was binding
10 on defendants. This statute prohibits defendants from retaliating against any employee,
11 including plaintiff, for actually raising complaints of potential illegality, for providing
12 information about such potential illegality, because the employee is believed to have
13 engaged in such conduct, or because the employee may engage in such conduct. The
14 statute further prohibits defendants from retaliating against any employee, including
15 plaintiff, because the employee refused to participate in activity that would result in a
16 violation of the law.

17 20. Plaintiff raised complaints of actual and/or potential illegality, including com-
18 plaints about violations of the California Rules of Professional Conduct and/or the
19 California Constitution, while he worked for defendants, and defendants retaliated against
20 him by taking adverse employment actions, including employment termination, against
21 him.

22 21. As a proximate result of defendants' willful, knowing, and intentional violations
23 of Labor Code section 1102.5, plaintiff has suffered and continues to suffer humiliation,
24 emotional distress, and mental and physical pain and anguish, all to his damage in a sum
25 according to proof.

26 22. As a result of defendants' adverse employment actions against plaintiff, plaintiff
27 has suffered general and special damages in sums according to proof.

28 23. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,

1 and/or oppressive manner, and this entitles plaintiff to punitive damages against
2 defendants.

3 24. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
4 Pursuant to California Labor Code section 1102.5(j), plaintiff is entitled to recover
5 reasonable attorneys' fees and costs in an amount according to proof.
6

7 **SECOND CAUSE OF ACTION**
8 **(Violation of Labor Code § 970)—Against Entity**
9 **Defendant and Does 1 to 100, Inclusive)**

10 25. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
11 rated herein by reference.

12 26. At all relevant times, Labor Code section 970, *et seq.*, was in effect and was
13 binding on defendants. Under this law, employers are statutorily prohibited from inducing
14 employees to change their residences to, from, or within California by making “knowingly
15 false representations” concerning the nature, length, or physical conditions of employment
16 or the compensation to be paid. Labor Code § 970. Violation is a misdemeanor punishable
17 by fine or imprisonment. Labor Code § 971. In addition, double damages are recoverable
18 in a civil action for violations of this law. Labor Code § 972; *see also* CACI 2710.

19 27. This law applies to any employment in which the employee has been induced to
20 move to a new locale on the basis of misrepresentations about the nature of the em-
21 ployment. *Seubert v. McKesson Corp.* (1990) 223 Cal.App.3d 1514, 1522, *disapproved*
22 *on other grounds* in *Dore v. Arnold Worldwide, Inc.* (2006) 39 Cal.4th 384 (double dam-
23 ages awarded where employer made false representations to induce employee to move to
24 California to accept regional sales manager position). The “change” of residence con-
25 templated by section 970 includes temporary, as well as permanent, relocation of resi-
26 dence. “The quantitative fact that the change of residence was to be only for two weeks
27 rather than for a longer period would not appear to affect the qualitative misrepresenta-
28 tions, nor does it render the statute inapplicable.” *Collins v. Rocha* (1972) 7 Cal.3d 232,

1 239-240.

2 28. Prior to hiring plaintiff, defendants knowingly made false representations con-
3 cerning the nature and length of his employment and the compensation to be paid during
4 plaintiff's employment with defendants.

5 29. As a result of defendants' adverse employment actions against plaintiff, plaintiff
6 has suffered general and special damages in sums according to proof.

7 30. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
8 and/or oppressive manner, and this entitles plaintiff to punitive damages against
9 defendants.

10
11 **THIRD CAUSE OF ACTION**

12 **(Discrimination on the Bases of Race, Ancestry, and/or**
13 **National Origin, and Sex/Gender**
14 **(Violation of Government Code § 12900, *et seq.*)—Against**
15 **Entity Defendant and Does 1 to 100, Inclusive)**

16 31. The allegations set forth in preceding paragraphs are re-alleged and incorporated
17 herein by reference.

18 32. At all times herein mentioned, FEHA, Government Code section 12940, *et seq.*,
19 was in full force and effect and was binding on defendants. This statute requires defen-
20 dants to refrain from discriminating against any employee because but not limited to the
21 employee's sex/gender, race, ancestry, and/or national origin.

22 33. Plaintiff's sex/gender, race, ancestry, and/or national origin, and/or other
23 characteristics protected by FEHA, Government Code section 12900, *et seq.*, were
24 substantial motivating reasons in defendants' decision to terminate plaintiff's
25 employment, not to retain, hire, or otherwise employ plaintiff in any position, and/or to
26 take other adverse employment actions against plaintiff.

27 34. As a proximate result of defendants' willful, knowing, and intentional discrimi-
28 nation against plaintiff, plaintiff has sustained and continues to sustain substantial losses

1 of earnings and other employment benefits.

2 35. As a proximate result of defendants' willful, knowing, and intentional discrimi-
3 nation against plaintiff, plaintiff has suffered and continues to suffer humiliation, emo-
4 tional distress, and mental and physical pain and anguish, all to his damage in a sum
5 according to proof.

6 36. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
7 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable
8 attorneys' fees and costs (including expert costs) in an amount according to proof.

9 37. Defendants' discrimination was committed intentionally, in a malicious,
10 fraudulent, despicable, and/or oppressive manner, and this entitles plaintiff to punitive
11 damages against defendants.

12
13 **FOURTH CAUSE OF ACTION**

14 **(Breach of Express Oral Contract Not to**

15 **Terminate Employment Without Good Cause**

16 **(*Marvin v. Marvin* (1976) 18 Cal.3d 660)—Against**

17 **Entity Defendant and Does 1 to 100, Inclusive)**

18 38. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
19 rated herein by reference.

20 39. Defendants, through their agents, entered an oral agreement not to terminate
21 plaintiff's employment except for good cause. Plaintiff and defendants, through their
22 supervisors, made mutual promises of consideration pursuant to this oral agreement.
23 Plaintiff performed all duties required of him under the agreement by performing his job
24 in an exemplary manner.

25 40. Defendants and their managers and supervisors terminated plaintiff's employ-
26 ment without good cause, violating the express oral contract they had with him.

27 41. As a proximate result of defendants' willful breach of the express oral contract
28 not to terminate employment without good cause, plaintiff has suffered and continues to

1 suffer damages, including losses of earnings and benefits, in a sum according to proof.

2
3 **FIFTH CAUSE OF ACTION**
4 **(Breach of Implied-in-Fact Contract Not to**
5 **Terminate Employment Without Good Cause**
6 **(*Marketing West, Inc. v. Sanyo Fisher* (1992) 6**
7 **Cal.App.4th 603; Civil Code § 1622)—Against Entity**
8 **Defendant and Does 1 to 100, Inclusive)**

9 42. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
10 rated herein by reference.

11 43. On the basis of oral assurances of continued employment given to plaintiff by
12 defendants' supervisors, the length of plaintiff's employment with defendants, defendants'
13 actual practice of terminating employment only for cause, and the industry standard for the
14 business defendants engaged in of terminating employment only for cause, plaintiff and
15 defendants shared the actual understanding that plaintiff's employment could and would be
16 terminated only for cause. This shared understanding resulted in an implied contract
17 requiring that defendants have good cause to terminate plaintiff's employment.

18 44. Defendants and their managers and supervisors terminated plaintiff's employ-
19 ment without good cause, violating the implied-in-fact contract they had with him.

20 45. As a proximate result of defendants' willful breach of the implied-in-fact contract
21 not to terminate employment without good cause, plaintiff has suffered and continues to
22 suffer damages, including losses of earnings and benefits, in a sum according to proof.

23 46. Plaintiff seeks attorneys' fees for lost wages under this cause of action under
24 Labor Code section 218.6.

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1 has suffered and continues to suffer severe emotional distress. Plaintiff has sustained and
2 continues to sustain substantial losses of earnings and other employment benefits as a
3 result of being emotionally distressed.

4 53. As a proximate result of defendants' extreme and outrageous conduct, plaintiff
5 has suffered and continues to suffer humiliation, emotional distress, and mental and
6 physical pain and anguish, all to his damage in a sum according to proof.

7 54. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
8 and/or oppressive manner, and this entitles plaintiff to punitive damages.

9
10 **EIGHTH CAUSE OF ACTION**
11 **(Wrongful Termination of Employment in**
12 **Violation of Public Policy (*Tameny v. Atlantic Richfield***
13 ***Co.* (1980) 27 Cal.3d 167)—Against Entity**
14 **Defendant and Does 1 to 100, Inclusive)**

15 55. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
16 rated herein by reference.

17 56. Defendants terminated plaintiff's employment in violation of various funda-
18 mental public policies underlying both state and federal laws. Specifically, plaintiff's
19 employment was terminated in part because of his protected activity, specifically making
20 complaints about defendants' illegal actions. These actions were in violation of the
21 California Constitution and California Labor Code section 1102.5.

22 57. As a proximate result of defendants' wrongful termination of plaintiff's em-
23 ployment in violation of fundamental public policies, plaintiff has suffered and continues
24 to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to
25 his damage in a sum according to proof.

26 58. As a result of defendants' wrongful termination of his employment, plaintiff has
27 suffered general and special damages in sums according to proof.

28 59. Defendants' wrongful termination of plaintiff's employment was done inten-

1 tionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles plaintiff to
2 punitive damages.

3 60. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
4 Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*, plaintiff is entitled
5 to recover reasonable attorneys' fees and costs in an amount according to proof.
6

7 **NINTH CAUSE OF ACTION**

8 **Failure to Provide Accurate Wage Statements**
9 **(Violation of Labor Code §§ 226, *et seq.*, 432, and 1198.5)**
10 **Against Entity Defendant and Does 1 to 100, Inclusive**

11 61. The allegations set forth in preceding paragraphs are re-alleged and incorporated
12 herein by reference.

13 62. Plaintiff alleges that prior to the filing of this action, pursuant to the provisions
14 of the California Labor Code, defendants were required to provide plaintiff with an
15 accounting of each employment document and wage payment containing information
16 required by Labor Code sections 226, 1198.5 and 432, which information includes but is
17 not limited to the number of hours worked, the rates of pay for those hours, and tax
18 withholdings, and failed to do so.

19 63. California Labor Code section 432 requires employers to give employees a copy
20 of any instrument they sign related to their employment upon request.

21 64. California Labor Code section 1198.5 requires employers to give current and
22 former employees, or his or her representative, the right to inspect and receive a copy of
23 the personnel records that the employer maintains relating to the employee's performance
24 or to any grievance concerning the employee within thirty (30) calendar days of receipt of
25 the employee's request for records.

26 65. California Labor Code section 226(a) requires each California employer to
27 maintain an accurate itemized statement for each employee of (1) gross wages earned,
28 (2) total hours worked, (3) number of piece-rate units earned and any applicable piece rate

1 if the employee is paid on a piece-rate basis, (4) all deductions for each employee,
2 provided that all deductions made on written orders of the employee may be aggregated
3 and shown as one item, (5) net wages earned, (6) the inclusive dates of each pay period
4 for which the employee is paid, (7) the name of the employee and only the last four digits
5 of his or her Social Security number or an employee identification number other than a
6 Social Security number, (8) the name and address of the legal entity that is the employer,
7 and (9) all applicable hourly rates in effect during the pay period and the corresponding
8 number of hours worked at each hourly rate by the employee. California Labor Code
9 sections 226(b)-(c) require employers to afford current and former employees the right to
10 inspect or receive a copy of records pertaining to their employment within twenty-one (21)
11 calendar days of the employee's request for records.

12 66. Plaintiff alleges that defendants willfully failed to provide plaintiff with the
13 accounting required by the Labor Code.

14 67. Plaintiff is informed and believes, and on that basis alleges, that defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish
16 plaintiff with complete and accurate wage statements with respect to their actual regular
17 hours worked, total gross wages earned, all rates of pay, meal and rest period premium
18 wages earned, and total net wages earned, in violation of Labor Code section 226, *et seq.*

19 68. Defendants' failures create an entitlement to recovery by plaintiff in a civil action
20 for all damages and penalties pursuant to Labor Code sections 226, *et seq.*, 432, and
21 1198.5, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs
22 of suit.

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1 **PRAYER**

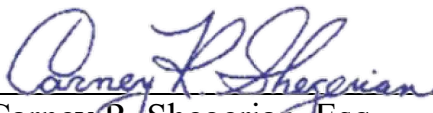
2 WHEREFORE, plaintiff, John Doe, prays for judgment against defendants as
3 follows:

- 4 1. For general and special damages according to proof;
- 5 2. For exemplary damages according to proof;
- 6 3. For pre-judgment and post-judgment interest on all damages awarded;
- 7 4. For reasonable attorneys' fees;
- 8 5. For costs of suit incurred;
- 9 6. For declaratory relief;
- 10 7. For such other and further relief as the Court may deem just and proper.

11
12 ADDITIONALLY, plaintiff, John Doe, demands trial of this matter by jury. The
13 amount demanded exceeds \$35,000.00 (Government Code § 72055).

14
15 Dated: March 18, 2024

SHEGERIAN & ASSOCIATES, INC.

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17 By: 
18 Carney R. Shegerian, Esq.
19 Attorneys for Plaintiff,
20 JOHN DOE
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