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SUPERIOR COURT - STOCKTON

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

BRANDY CACHU and PELAR FORTE,

Plaintiffs,

v.

TATA FOODS CORPORATION dba  
DENNY'S RESTAURANT; and DOES 1-100,  
inclusive,

Defendants.

Case No. 39-2012-00276527-CU-OE-STK

**PLAINTIFFS' VERIFIED  
COMPLAINT FOR:**

- 1) SEXUAL HARASSMENT
- 2) VIOLATION OF LABOR CODE § 1102.5
- 3) RETALIATION
- 4) VIOLATION OF LABOR CODE § 232.5
- 5) FAILURE TO PREVENT HARASSMENT AND RETALIATION
- 6) ADVERSE EMPLOYMENT ACTION IN VIOLATION OF PUBLIC POLICY

**DEMAND FOR JURY TRIAL**

Plaintiffs BRANDY CACHU, and PELAR FORTE respectfully submit the instant  
Verified Complaint for damages and Request for Jury Trial and allege as follows:

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THIS CASE HAS BEEN ASSIGNED TO  
JUDGE LINDA D. HOWLAND IN DEPARTMENT 13  
FOR ALL PURPOSES, INCLUDING TRIAL

**PARTIES AND JURISDICTION**

1  
2 1. Plaintiff BRANDY CACHU (hereafter "CACHU") was at all times relevant to this  
3 action, an Associate of TATA FOODS CORPORATION dba DENNY'S RESTAURANT  
4 (hereafter "TATA"). While employed by TATA, and at all times relevant to this action,  
5 CACHU resided in San Joaquin County.  
6

7 2. Plaintiff PELAR FORTE (hereafter "FORTE") was at all times relevant to this  
8 action, an Associate of TATA While employed by TATA'S, and at all times relevant to this  
9 action, CACHU resided in San Joaquin County.

10 3. Venue and jurisdiction are proper because the majority of the events giving rise to  
11 this action took place in San Joaquin County; because Defendant was doing business in the  
12 County of San Joaquin; because Plaintiffs' employment was entered into in San Joaquin;  
13 because Plaintiffs worked for Defendant in San Joaquin; because the damages sought exceed  
14 the jurisdictional minimum of this Court; and because the majority of witnesses and events  
15 occurred in San Joaquin County.  
16

17 4. Defendant TATA'S was at all times relevant to this action a corporation, operating  
18 in San Joaquin County, California. TATA'S was, at all times relevant to this action, engaged in  
19 the restaurant industry operating Denny's Restaurants in the State of California. The  
20 defendant, TATA'S was at all times an employer as defined by Government Code Section  
21 12926(d).  
22

23 5. Plaintiffs are ignorant of the true names and capacities of the Defendants sued  
24 herein as DOES 1 through 100. Defendants Does 1 through 100 are sued herein under  
25 fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiffs are  
26 informed and believe, and on that basis allege, that each Defendant sued under such fictitious  
27 names is in some manner responsible for the wrongs and damages as alleged herein. Plaintiffs  
28

1 do not at this time know the true names or capacities of said Defendants, but pray that the same  
2 may be inserted herein when ascertained.

3 6. On information and belief at all times relevant, each and every Defendant was an  
4 agent and/or Associate of each and every other Defendant. In doing the things alleged in the  
5 causes of action stated herein, each and every Defendant was acting within the course and  
6 scope of this agency or employment, and was acting with the consent, permission and  
7 authorization of each remaining Defendant. All actions of each Defendant as alleged herein  
8 were ratified and approved by every other Defendant or their officers or managing agents.  
9

#### 10 STATEMENT OF FACTS

11 7. TATA is a corporation that owns three Denny's Restaurants in San Joaquin County.  
12 The Denny's Restaurants are located in Stockton, Manteca and Lathrup. For purposes of this  
13 complaint all actions herein took place at the Stockton restaurant and the Manteca restaurant.  
14

15 8. TATA employs four general managers who oversee all three of their restaurants. The  
16 four General Managers are Lewis Rose ("Rose"), Henry Guiaro ("Guiaro"), James Murti  
17 ("Murti") and Mo Ali ("Ali"). Each restaurant has a store manager and a shift manager.  
18

19 9. In or around 1996, FORTE was hired at TATA. FORTE was hired as a server at the  
20 TATA restaurant located at Arch Road in Stockton, California. FORTE'S job responsibilities  
21 included seating customers, taking customers' orders, serving food to customers, and processing  
22 payments for meals. In addition, if the bussers were busy, FORTE would help make sure that  
23 tables were turned over in a timely manner. FORTE worked four days per week, all of which  
24 were morning shifts.

25 10. In or around 2003, FORTE took a leave of absence from TATA.

26 11. In or around June, 2004, FORTE reapplied for employment with TATA and was  
27 hired to work at TATA restaurant located in Manteca, California. Initially, FORTE was only  
28

1 scheduled to work on Sundays. Shortly thereafter, FORTE was scheduled to work 5 days per  
2 week. FORTE was informed her additional hours were because she was one of the better servers.  
3 FORTE was pleased to be working full-time once again.

4  
5 12. In or around 2005, FORTE was promoted to the position of Shift Manager. With her  
6 promotion, FORTE was given a raise in pay to \$9.50 per hour. FORTE continued working from  
7 2005 to October 2007 while working five days per week. FORTE was rarely given the  
8 opportunity to take timely rest breaks or meal breaks or if she was, she was forced to take her  
9 breaks early (i.e. within 1 hour of arriving at work).

10  
11 13. On or around May 20, 2007, CACHU was hired as a server at TATA's Stockton,  
12 location. CACHU's duties included seating customers, taking orders, serving, processing  
13 payments and occasionally bussing table. CACHU was hired to work four shifts per week.  
14 Within a few months of her hiring, CACHU was regularly scheduled to work five to six shifts  
15 per week.

16  
17 14. In or around October 2008, FORTE took a leave of absence due to pregnancy related  
18 health concerns.

19  
20 15. From approximately 2008 through March 2011, FORTE worked three days per week  
21 at TATA. Throughout this time period, FORTE made numerous requests to be given more shifts,  
22 more hours and to take timely rest breaks and/or meal breaks as required by law. All of FORTE's  
23 requests were either denied or ignored.

24  
25 16. In or around 2009, FORTE contacted her managers notifying them of her ability to  
26 return to work. Further, despite having worked five days per week, all morning shifts, for the  
27 previous two years, TATA general managers Murti and Ali were only willing to schedule FORTE  
28 three shifts per week on the night shift. Night shifts posed a problem to FORTE as she had a  
newborn and her fiancé worked graveyard shifts full-time. FORTE was eventually allowed to

1 work one morning shift and one evening shift. The lack of timely meal breaks and rest breaks  
2 continued throughout FORTE's employment.

3 17. Beginning in or around October 2009, CACHU began experiencing pervasive sexual  
4 harassment at the hands of general manager Guirao. Guirao's sexually inappropriate behavior  
5 began by asking CACHU if she was happily married. CACHU replied she had been happily  
6 married for thirteen years. Guirao would respond, stating thirteen years was too long and  
7 CACHU should go have a drink with him so he could show her a good time. Guirao would also  
8 wait in the parking lot after his shift ended at 2:00 p.m. on Tuesday's for CACHU to begin her  
9 shift at 3:00 p.m. Guirao would say, "I couldn't leave and have a good day without seeing your  
10 pretty face." Frequently, Guirao would request other female servers tell CACHU she should go  
11 out for a drink with Guirao so he could show CACHU a good time. CACHU was offended by the  
12 pervasive and nagging inappropriate behavior of her manager and requested he cease the behavior  
13 immediately.  
14  
15

16 18. In or around November 2009, Guirao's offensive and unwelcome comments  
17 escalated. Guirao asked CACHU if her "boobs were real," and if she "would ever participate in a  
18 wet T-shirt contest because [CACHU] would be the winner." CACHU informed Guirao that she  
19 was going to report him to general managers, Murti and Ali if the sexually offensive comments  
20 did not cease.  
21

22 19. On or around December 1, 2009, CACHU asked Store Manager Murti if she could  
23 speak with him about Guirao's sexually harassing behavior. CACHU explained to Murti that she  
24 felt Guirao's comments were very inappropriate and further, made her very uncomfortable while  
25 working with him. CACHU specifically told Murti about Guirao's comment that CACHU should  
26 participate in a wet T-shirt contest because she would win. CACHU also informed Murti that  
27 Guirao and a regular customer would routinely sit at the counter, staring at the female servers.  
28

1 When CACHU confronted Guirao and the customer about their lascivious watching, Guirao  
2 stated "We love to sit at the counter because we can sit and watch all of you pretty girls bend  
3 over." Murti told CACHU to pray about the situation and that Guirao was "just a big kid."  
4 CACHU left the meeting thoroughly disappointed and felt that management was not taking  
5 effective steps to prevent further harassment and degrading behavior by Guirao.  
6

7 20. On or around January 2, 2010, Guirao told CACHU that he and his girlfriend had  
8 recently separated and he and CACHU should go out for drinks or dinner. Guirao further stated  
9 that he had a bar in his apartment if CACHU wanted to come over to his residence and drink.  
10 CACHU reminded Guirao that she was married and told Guirao that his frequent inappropriate  
11 comments were not welcome and made her feel uncomfortable. CACHU further told Guirao not  
12 to speak with her unless it was work related. Guirao persisted, calling CACHU beautiful and  
13 asking what he needed to do "to get a chance at [CACHU]." CACHU attempted to ignore Guirao  
14 for the rest of the day while Guirao followed her around the restaurant making similar comments.  
15

16 21. On or around January 9, 2010, Guirao's comments escalated to an outrageously  
17 offensive and harassing nature. Guirao requested CACHU come and speak with him. Upon  
18 presentation, Guirao told CACHU that she had "got him in trouble last night." Guirao went on to  
19 explain how he had been having sex with his girlfriend the previous night and said CACHU's  
20 name "accidentally." CACHU expressed outrage at Guirao's utterly inappropriate dialogue and  
21 told him to leave her alone. Approximately one hour later, Guirao approached CACHU and  
22 stated that he and his girlfriend were recently at Victoria's Secret and that he "was trying to guess  
23 [CACHU's] size so he could buy [CACHU] an outfit." Again, CACHU reminded Guirao she  
24 was married and that his comments were unwelcome and offensive. CACHU further admonished  
25 Guirao because of his position as a manager in the restaurant. CACHU became so offended and  
26 frustrated by Guirao's frequent, inappropriate sexual comments that she could hardly perform her  
27  
28

1 job duties. Guirao became enraged by CACHU's continued refusal of his sexual advances.  
2 Guirao began referring to CACHU as he talked to single male customers, stating "I don't know  
3 why we have this waitress [CACHU], she doesn't do her job", and "why do I even hire these  
4 waitresses that don't do as they're told." After being subjected to verbal sexual harassment and  
5 degradation, CACHU needed a break. CACHU went to Restaurant Manager, Ali, and informed  
6 him that she needed a 10 minute break. Guirao was present for the conversation and CACHU  
7 informed him and Ali that Guirao's pervasive sexual harassment and incorporating customers into  
8 his conduct was not wanted or appreciated. CACHU asked Ali who should receive the sexual  
9 harassment report. Ali told CACHU that all complaints should be directed to his aunt, and TATA  
10 owner, Nisha Halim ("Nisha"). Ali then told CACHU to take a break and to "get herself  
11 together."  
12

13  
14 22. On or around January 13, 2010, CACHU left a message on Nisha's answering  
15 machine stating she would like to talk with TATA owners Nisha and Abdul Halim ("Halim")  
16 about pervasive sexual harassment by Guirao.

17 23. On or around January 14, 2010, CACHU contacted NISHA while NISHA was at the  
18 Lathrop TATA restaurant. NISHA informed CACHU that CACHU needed to address her  
19 complaints of sexual harassment by Guirao with Murti.  
20

21 24. On or around January 14, 2010, CACHU contacted Murti and requested to meet with  
22 him regarding sexual harassment at the workplace at the hands of Guirao. Murti said he would  
23 set up a meeting.

24 25. On or around January 14, 2010, CACHU met with Murti and Ali. CACHU's  
25 husband, concerned of ongoing sexual harassment of his wife requested to be present. Murti and  
26 Ali informed CACHU that her husband was not allowed to be present in their meeting. CACHU  
27 asked to record the meeting and was denied. At the commencement of the meeting Murti stated  
28

1 he was going to "settle the situation right now." CACHU expressed dismay due to the lack of  
2 management's actions to her prior complaints. Murti inquired if CACHU did not like what his  
3 decision would be, would she "go further." CACHU said yes. Murti then told CACHU to "get  
4 out" and that he didn't want to speak with her. CACHU, complaints unheard, asked if Murti was  
5 interested in what she had to say. Murti stated he was not. Again, he demanded CACHU "get  
6 out." Further dismayed, CACHU contacted Denny's Restaurant corporate office and requested to  
7 lodge a complaint of sexual harassment. CACHU was informed that a Mr. Joe Taragaly was the  
8 Denny's representative whom she would need to talk to about her complaints. CACHU was  
9 transferred to Mr. Taragaly's voicemail and left a detailed message. CACHU never received a  
10 response from Mr. Taragaly.  
11

12  
13 26. On or around January 16, 2010, while at work, CACHU noticed Guirao did not come  
14 out of the manager's office. CACHU was informed by other servers that Guirao stated the and  
15 the owners "had to stay away from [CACHU]."

16 27. On or around, February 24, 2010, CACHU filed a complaint with the Department of  
17 Fair Employment and Housing ("DFEH"). In her complaint, CACHU alleged sexual harassment  
18 and retaliation for reporting sexual harassment in the workplace.  
19

20 28. On around September 16, 2010, CACHU again found herself scheduled to work with  
21 Guirao. Guirao immediately reconvened his sexually harassing, inappropriate and offensive  
22 comments. Guirao asked CACHU, "Yard Duty, please take me to the potty." CACHU found  
23 Guirao's comments inappropriate and disgusting, especially because she possessed knowledge  
24 that Guirao was a Yard Duty Teacher at a local elementary school.

25 29. On or around September 30, 2010, a customer commented to Guirao that CACHU  
26 was a good waitress. Guirao responded "yes, so is Kristin (another server at TATA's)." Guirao  
27 than said, "These are my best servers and probably the best in bed." Both CACHU and Kristin  
28



1 told Guirao that his comments were inappropriate and offending, especially because he was a  
2 manager. Guirao laughed and stated he was joking but would "really like to try you girls out."  
3 For the rest of the evening, Guirao followed CACHU around the restaurant stating, he always  
4 "dreamed of [CACHU]."  
5

6 30. On or around October 7, 2010, TATA foods had just installed a new smoothie  
7 machine. Guirao told CACHU and Kristen that he would buy some alcohol and add it to the  
8 smoothie mix in hopes CACHU and Kristen would drink it. Guirao stated that the alcohol would  
9 make CACHU and Kristen friendlier and that Guirao stated that he "may finally get [Guirao's]  
10 dream with you girls." CACHU told Guirao his ongoing harassment was inappropriate and  
11 unwelcome.  
12

13 31. On or around October 31, 2010, on Halloween, CACHU was scheduled to be off at  
14 2:00 p.m., Guirao, scheduled to begin his shift at 3:00 p.m. came in early and sat at the counter of  
15 the restaurant. In Halloween spirit, Guirao wore a costume of a doctor. Guirao proceeded to tell  
16 CACHU and another female server that they should "meet me in my office so I can give you an  
17 exam." CACHU felt offended, degraded, disrespected and helpless as Guirao's pervasive sexual  
18 harassment persisted despite numerous complaints.  
19

20 32. On or around November 14, 2010, a new work schedule was posted at the Manteca  
21 TATA restaurant. CACHU noticed she was no longer on the schedule to work Thursday  
22 afternoons and Friday mornings. CACHU was now only scheduled to work two shifts per week.  
23 CACHU complained to Ali who stated Murti had taken her off the schedule and he did not know  
24 why. CACHU believes, is informed, and thereon alleges that Murti reduced CACHU's shifts due  
25 to her complaints about sexual harassment in the workplace.  
26

27 33. On or around February 10, 2012, CACHU received her Right-To-Sue Notice from  
28 the DFEH.

1 34. At TATA, servers clock in and out using a computer software system installed on the  
 2 register. At the end of their shift, servers are able to print out a "clock-out slip" showing the  
 3 hours worked that particular day. This method can also be used to look up hours worked on  
 4 previous days. Changes to clock-out slips can be tracked by individual user I.D.'s.

5  
 6 35. On or around March 30, 2011, while reviewing past clock-out slips, FORTE noticed  
 7 her managers had been deducting hours from her clock-out slips without FORTE's consent.

8 36. On or around March 30, 2011, at the end of her shift, FORTE requested a meeting  
 9 with her managers, Murti and Ali, with regard to Murti's and Ali's deductions from FORTE's  
 10 clock-out slips. FORTE demanded her managers stop taking hours from her time cards. FORTE  
 11 also requested to examine clock-out slips and detail reports for previous pay periods. FORTE's  
 12 managers denied having made any adjustments to her clock-out slips and denied her request to  
 13 examine clock-out slips for previous pay periods. Not being satisfied with her managers'  
 14 response, FORTE requested a meeting with the owner, HALIM. FORTE informed her managers  
 15 she would be filing a formal complaint with the Labor Board regarding their conduct.  
 16

17 37. On or around April 1, 2011, FORTE made a formal complaint with the Labor Board  
 18 regarding her managers deducting time from her time clocks.

19 38. After complaining to her managers about the deducted hours and filing a complaint  
 20 with the Labor Board, FORTE's work schedule suddenly changed, whereby FORTE was  
 21 assigned to work Saturday and Sunday nights along with Monday mornings. FORTE was unable  
 22 to work any of the newly assigned shifts due to her fiancé's work schedule. FORTE's inability to  
 23 work the assigned shifts was well known to her managers.  
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1 39. On or early April, 2011 CACHU wrote a letter to TATA owners, HALIM and  
2 NISHA requesting a meeting to discuss ongoing sexual harassment by Guirao and retaliation for  
3 complaining about the harassment by Murti. In her letter, CACHU detailed the ongoing  
4 harassment and expressed concerns over TATA management's failure to take appropriate actions  
5 to stop said harassment. CACHU left the letter for the owners at the Lathrup TATA location.  
6

7 40. On or around April 13, 2011, FORTE complained to her managers regarding the  
8 sudden change to her work schedule. FORTE was told she was causing problems by having  
9 complained to the Labor Board and she would have to work the schedule as assigned.

10 41. On or around April 13 2011, CACHU was contacted by TATA owners HALIM and  
11 NISHA. HALIM began the meeting by stating he knew about CACHU's filing of her DFEH  
12 complaint. HALIM went on to state that he assumed the DFEH case was already closed and that  
13 CACHU had retained a legal representation. HALIM stated there was nothing he could do with  
14 regard to CACHU's complaint and that he would wait for CACHU's lawyer to contact him.  
15 CACHU explained how she had attempted to resolve the problems of Guirao's sexual harassment  
16 by attempting to speak with NISHA, Murti, MOE, and Denny's corporate office, all to no avail.  
17 HALIM replied that he would guarantee CACHU five shifts per week if she did not file a lawsuit  
18 against TATA, otherwise, CACHU would be left with only two shifts per week. HALIM stated  
19 CACHU would not receive more than two shifts per week because he did not want the other  
20 employees thinking he was scared because CACHU was filing a lawsuit. HALIM concluded the  
21 meeting by intimidating CACHU, demanding she not talk about the meeting with anyone "or  
22 [CACHU] would lose her remaining two shifts per week." HALIM also informed CACHU that  
23 as long as she had legal representation, he would not speak with CACHU anymore and the only  
24 communication between CACHU and the owners would be through their respective lawyers.  
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1 42. On or around April 15, 2011, FORTE met with TATA owner, HALIM. HALIM  
2 informed FORTE he had heard she was filing a complaint with the labor board. FORTE  
3 explained to HALIM she had already mailed her complaint. HALIM stated he should not be  
4 speaking with her if she had already filed her complaint. HALIM refused to allow FORTE access  
5 to past clock-out slips and he refused to assist in her scheduling issues. As a result of her  
6 managers' and HALIM's refusal to reschedule FORTE, she was only able to maintain her  
7 employment one day per week.  
8

9 43. From April 2011 through the present, FORTE has continued to only be scheduled one  
10 shift per week despite notifying her managers of increased availability. As a result of her  
11 reduction in work hours, FORTE was forced to apply for Government Assistance.  
12

13 44. On or around January 23, 2012, FORTE filed a formal complaint with the State of  
14 California, Labor and Workforce Development Agency.

15 45. To date, CACHU continues to only be assigned two shifts per week despite written  
16 notice that she is available for more shifts. CACHU continues to work with Guirao whose  
17 sexually harassing and inappropriate behavior persists.  
18

### 19 FIRST CAUSE OF ACTION

20 (Sexual Harassment, Government Code §12940(j))

21 46. The allegations set forth in this complaint are hereby re-alleged and incorporated by  
22 reference.

23 47. This cause of action is brought on behalf of CACHU against Defendant.

24 48. Defendant was at all material times an employer within the meaning of Cal.  
25 Government Code 12926(c), and, as such, barred from illegal harassment as set forth in Cal.  
26 Government Code 12940(j).  
27

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1 49. Guirao sexually harassed CACHU creating a hostile work environment. CACHU was  
 2 at all time a "supervisor" of CACHU as defined by Government Code Section 12926(r). Guirao's  
 3 conduct was ratified by Defendant's managing officers and agents.

4 50. As a proximate result of Defendant's conduct, CACHU has suffered and continues to  
 5 suffer substantial harms and losses that she would not have endured were it not for Defendant's  
 6 wrongful conduct.

7 51. As a proximate result of Defendant's conduct, CACHU has suffered and continues to  
 8 suffer embarrassment, anxiety humiliation and emotional distress all to her damage in amounts  
 9 according to proof.

10 52. Guirao committed the acts alleged herein maliciously, fraudulently, and oppressively,  
 11 in bad faith, with the intent of injuring CACHU, from an improper and illegal motive amounting  
 12 to malice, and in conscious disregard of CACHU's rights. Defendant TATA employed the  
 13 harassing individual Guirao with knowledge of his harassing conduct and in conscious disregard  
 14 of the rights and safety of others, and ratified Guirao's conduct. CACHU thus is entitled to  
 15 recover punitive damages from Defendant in an amount according to proof.

16 **SECOND CAUSE OF ACTION**

17 (Violation of Labor Code § 1102.5)

18 53. FORTE hereby re-alleges and incorporates by reference, as though fully set forth  
 19 herein, the allegations contained in the paragraphs above.

20 54. This cause of action for violation of Labor Code §1102.5 is brought on behalf of  
 21 FORTE against Defendant TATA.

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1 55. Defendant's conduct violated the provisions of Labor Code section 1102.5 based  
 2 upon the facts asserted above. Specifically, that FORTE opposed and refused Defendant's  
 3 efforts to violate the law concerning disclosing information about her working condition to the  
 4 Labor Commissioner and the State of California Labor and Workforce Development Agency.

5  
 6 56. FORTE seeks to enforce her rights under §1102.5 pursuant to the authority of Private  
 7 Attorney Generals Act of 2004 codified at Labor Code section 2698 et seq.. In that regard,  
 8 FORTE has complied with the provisions of section 2699.3 as they pertain to actions seeking to  
 9 enforce statutory provisions referenced in section 2699.5.

10 57. FORTE seeks all remedies and penalties recoverable by law.

11 **THIRD CAUSE OF ACTION**

12 (Retaliation; Government Code §12940(h))

13  
 14 58. The allegations set forth in this complaint are hereby re-alleged and incorporated by  
 15 reference.

16 59. This cause of action for violation of Government Code §12940(h) is brought on  
 17 behalf of CACHU against Defendant TATA.

18 60. As stated above Defendant, through its agents, retaliated against CACHU in violation  
 19 of Government Code §12940(h) and Title 2 of the California Code of Regulations §7287.8

20 61. As a proximate result of the aforementioned violations, CACHU has been damaged  
 21 in an amount according to proof, but in an amount in excess of the jurisdiction of this Court.  
 22 CACHU also seek "affirmative relief" or "prospective relief" as defined by Government Code  
 23 §12926(a).  
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**FOURTH CAUSE OF ACTION**

(Violation of Labor Code § 232.5)

62. FORTE hereby re-alleges and incorporates by reference, as though fully set forth herein, the allegations contained in the paragraphs above.

63. This cause of action for violation of Labor Code § 232.5 is brought on behalf of FORTE against Defendant TATA.

64. Defendant's conduct violated the provisions of Labor Code section 232.5 based upon the facts asserted above. Specifically, that FORTE opposed and refused Defendant's efforts to violate the law concerning provision of required rest breaks, tampering with FORTE's wages, denying access to work in retaliation for having reported work conditions.

65. FORTE seeks to enforce her rights under § 232.5 pursuant to the authority of Private Attorney Generals Act of 2004 codified at Labor Code section 2698 et seq.. In that regard, FORTE has complied with the provisions of section 2699.3 as they pertain to actions seeking to enforce statutory provisions referenced in section 2699.5.

66. FORTE seeks all remedies and penalties recoverable by law.

**THIRD CAUSE OF ACTION**

(Failure to Prevent Harassment/Retaliation; Government Code §12940(k).)

67. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

68. This cause of action is brought on behalf of CACHU and is asserted against Defendant TATA.

69. At all times relevant to this matter, CACHU was sexually harassed and discriminated against based on her gender.

///

1 70. Defendant TATA knew or should have known about the harassment and retaliation of  
 2 CACHU. Defendant failed to implement adequate training, policies, instructions, investigation,  
 3 discipline or monitoring sufficient to prevent the aforementioned harassment and discrimination.  
 4 Defendant TATA's breach of this important duty resulted in the further harassment and retaliation  
 5 of CACHU as described above. Accordingly, Defendant has violated Government Code  
 6 §12940(k) and Title 2 of the California Code of Regulations §7287.6(3).  
 7

8 71. As a direct and proximate result of the aforementioned violations, CACHU has been  
 9 damaged in an amount according to proof, but in an amount in excess of the jurisdiction of this  
 10 Court. CACHU also seek "affirmative relief" or "prospective relief" as defined by Government  
 11 Code §12926(a).  
 12

13 **FOURTH CAUSE OF ACTION**

14 (Adverse Employment Action in Violation of Public Policy)

15 72. The allegations set forth in this complaint are hereby re-alleged and incorporated by  
 16 reference.

17 73. This cause of action is brought on behalf of both Plaintiffs and asserted against  
 18 TATA.

19 74. The adverse employment actions perpetrated by TATA through its agents included  
 20 sexual harassment, intimidation, hostile work environment, abusive work environment,  
 21 unjustified discipline, callous disregard of Plaintiffs' emotional state, disregarding numerous  
 22 complaints concerning sexual harassment, suggesting resignation as a solution to unlawful  
 23 conduct due to CACHU's complaints of sexual harassment, FORTE's complaints of managers  
 24 wrongfully tampering with her wages, FORTE's complaints to state agencies, requiring Plaintiffs  
 25 to work with combative and harassing managers, reprimanding Plaintiffs for conduct for which  
 26 they were not responsible, and the other illegal conduct described in more detail in the factual  
 27  
 28



1 section above.

2 75. The foregoing adverse employment actions were perpetrated in violation of public  
3 policy codified in but not limited to Government Code sections 12940 (h), (j), and (k), Labor  
4 Code §§ 1102.5 and 232.5, as well as the applicable California Regulations stated herein and all  
5 similar federal laws pertaining to Plaintiffs' claims.  
6

7 76. As a proximate result of the aforementioned violations, Plaintiffs have been damaged  
8 in an amount according to proof, but in an amount in excess of the jurisdiction of this Court.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs demand judgment against Defendants and any other  
11 defendants who may be later added to this action as follows:  
12

- 13 1. For compensatory damages, including, but not limited to lost wages and emotional
- 14 distress in an amount according to proof;
- 15 2. For attorneys' fees and costs pursuant to all applicable statutes or legal principles;
- 16 3. For cost of suit incurred;
- 17 4. For punitive damages as to all Defendants;
- 18 5. For prejudgment interest on all amounts claimed pursuant to Civil Code section
- 19 3287 and/or 3288;
- 20 6. For injunctive relief preventing further harassment, retaliation and as otherwise
- 21 deemed appropriate;
- 22 7. For such other and further relief as the court may deem proper.
- 23
- 24

25 Dated: February 10, 2012

26 By:   
LAWRANCE A. BOHM, ESQ.

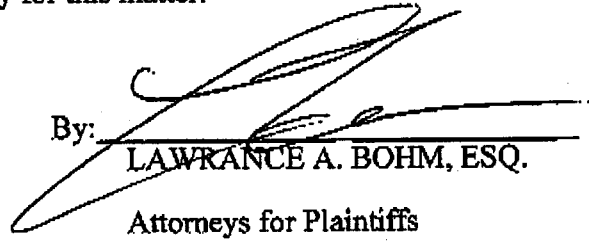
27 Attorneys for Plaintiffs

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand trial by jury for this matter.

Dated: February 10, 2012

By:   
LAWRANCE A. BOHM, ESQ.  
Attorneys for Plaintiffs