

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Terry Green

1 Lawrence W. Freiman, Esq. (SBN 288917)
2 lawrence@freimanlegal.com
3 FREIMAN LEGAL
4 100 Wilshire Blvd., Ste. 700
5 Santa Monica, CA 90401
6 Telephone: (310) 917-1004
7 Facsimile: (310) 300-2603
8 *Counsel for Plaintiff Susan Ramirez*

9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 SUSAN RAMIREZ,

12 Plaintiff,

13 v.

14 UNITED PARCEL SERVICE, INC.;
15 and DOES 1 through 20, inclusive,

16 Defendants.

CASE NO.: **20STCV36049**

COMPLAINT FOR:

1. Discrimination in Violation of FEHA
2. Failure to Prevent Discrimination (FEHA)
3. Failure to Engage in a Timely Good Faith Interactive Process in Violation of FEHA
4. Failure to Provide Reasonable Accommodation
5. Retaliation in Violation of FEHA
6. Failure to Prevent Retaliation (FEHA)
7. Wrongful Termination in Violation of Public Policy
8. Failure to pay timely earned wages upon separation (Cal Lab. Code ss. 201, 203)
9. Failure to Provide Accurate Wage Statements in Violation of Cal Lab. Code s. 226
10. Failure to Pay Timely Earned Wages (Cal Lab. Code ss. 204
11. Failure to Pay Meal and Rest Period Compensation (LC 226.7, 512)
12. Failure to Pay Overtime Compensation (Labor Code ss. 510)

DEMAND FOR JURY TRIAL

17 Plaintiff SUSAN RAMIREZ for her Complaint against Defendants UNITED PARCEL SERVICE,
18 INC. and DOES 1 through 20, inclusive, hereby complains and alleges as follows:

19 **PARTIES, JURISDICTION AND VENUE**

1 1. Plaintiff SUSAN RAMIREZ was at all times relevant to the matters alleged in this
2 complaint an individual with her residence in California.

3 2. Defendant UNITED PARCEL SERVICE, INC. is a California Corporation with its
4 principal place of business in California and at all times relevant to this Complaint was doing business
5 in California.

6 3. Plaintiff is informed and believes and thereon alleges that the fictitiously-named
7 Defendants sued herein as Does 1 through 20 inclusive, and each of them, are in some manner
8 responsible for the occurrences, acts, and omissions alleged herein and that Plaintiff's damages were
9 proximately caused by their conduct. The true names and capacities of such fictitiously-named Doe
10 Defendants, whether individual, corporate, partnership, associate or otherwise, are presently
11 unknown to Plaintiff, and Plaintiff will seek leave of the Court to amend this Complaint to assert the
12 true names and capacities of such fictitiously-named Defendants when the same have been
13 ascertained. For convenience, each reference to the named Defendant herein shall also refer to Does
14 1 through 20, inclusive.

15 4. Plaintiff is informed and believes and thereon alleges that in committing certain acts
16 herein as alleged, some or all of the Defendants herein named were acting as the agents, joint ventures,
17 partners, representatives, subsidiaries, affiliates and/or employees of some or all of the other
18 Defendants, and that some or all of the conduct of such Defendants, as complained of herein, was
19 within the course and scope of such relationship.

20 5. Pursuant to Article VI, Section 10 of the California Constitution, subject matter
21 jurisdiction is proper in the Superior Court of California, County of Los Angeles.
22
23
24
25
26
27
28

1 18. Plaintiff filed a charge with the California Department of Fair Employment and
2 Housing and received a Notice of Right to Sue on September 18, 2020. Plaintiff has thus exhausted
3 all necessary administrative remedies.

4 **FIRST CAUSE OF ACTION**
5 **(Discrimination in Violation of FEHA)**

6 19. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
7 though fully set forth herein.

8 20. Defendants' actions constitute discrimination in violation of the Fair Employment and
9 Housing Act ("FEHA").

10 21. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
11 and continues to suffer a loss in earnings and other employment benefits according to proof at time
12 of trial.

13 22. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
14 humiliation, emotional distress and mental pain and anguish all to Plaintiff's damages in an amount
15 according to proof at trial.

16 23. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
17 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

18 **SECOND CAUSE OF ACTION**
19 **(Failure to Prevent Discrimination in Violation of FEHA)**

20 24. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
21 though fully set forth herein.

22 25. Under FEHA, it is unlawful for an employer to fail to take all reasonable steps to
23 prevent discrimination.

1 26. Defendants had knowledge and/or reasonable notice of the discrimination that took
2 place against Plaintiff and failed to prevent such.

3 27. As a proximate result of the wrongful conduct of Defendants Plaintiff has suffered and
4 continues to suffer a loss in earnings and other employment benefits according to proof at time of
5 trial.

6 28. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
7 humiliation, emotional distress and mental pain and anguish all to her damage in an amount according
8 to proof at trial.

9 29. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
10 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.
11

12
13 **THIRD CAUSE OF ACTION**
14 **(Failure to Engage in a Timely Good Faith Interactive Process in Violation of FEHA)**

15 30. Plaintiff re-alleges and incorporates all paragraphs of this Complaint as though fully
16 set forth herein.

17 31. Defendants' actions constitute failure to engage in a timely good faith interactive
18 process in violation of FEHA.

19 32. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
20 and continues to suffer a loss in earnings and other employment benefits according to proof at time
21 of trial.

22 33. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
23 humiliation, emotional distress and mental pain and anguish all to her damages in an amount
24 according to proof at trial.

25 34. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
26 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.
27
28

1 **FOURTH CAUSE OF ACTION**
2 **(Failure to Provide Reasonable Accommodation in Violation of FEHA)**

3 35. Plaintiff re-alleges and incorporates all paragraphs of this Complaint as though fully
4 set forth herein.

5 36. Defendants' actions constitute failure to provide reasonable accommodation in
6 violation of FEHA.

7 37. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
8 and continues to suffer a loss in earnings and other employment benefits according to proof at time
9 of trial.
10

11 38. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
12 humiliation, emotional distress and mental pain and anguish all to her damage in an amount according
13 to proof at trial.

14 39. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
15 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.
16

17 **FIFTH CAUSE OF ACTION**
18 **(Retaliation in Violation of FEHA)**

19 40. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
20 though fully set forth herein.

21 41. Defendants' actions constitute retaliation in violation of the Fair Employment and
22 Housing Act ("FEHA").

23 42. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
24 and continues to suffer a loss in earnings and other employment benefits according to proof at time
25 of trial.
26
27
28

1 43. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
2 humiliation, emotional distress and mental pain and anguish all to her damage in an amount according
3 to proof at trial.

4 44. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
5 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

6
7 **SIXTH CAUSE OF ACTION**
8 **(Failure to Prevent Retaliation in Violation of FEHA)**

9 45. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
10 though fully set forth herein.

11 46. Defendants' actions constitute failure to prevent retaliation in violation of the Fair
12 Employment and Housing Act ("FEHA").

13 47. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
14 and continues to suffer a loss in earnings and other employment benefits according to proof at time
15 of trial.

16 48. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
17 humiliation, emotional distress and mental pain and anguish all to his damage in an amount according
18 to proof at trial.

19 49. In doing the acts herein alleged, Defendants acted with oppression, malice, and/or
20 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.

21
22 **SEVENTH CAUSE OF ACTION**
23 **(Wrongful Termination in Violation of Public Policy)**

24 50. Plaintiff re-alleges and incorporates all paragraphs of this Complaint as though fully
25 set forth herein.
26

27
28

1 51. Defendant’s actions constitute wrongful constructive discharge in violation of the
2 public policies embedded in FEHA; Labor Code; California Family Rights Act (“CFRA”); and
3 *Tameny v. Atlantic Richfield Co.*, (1980) 27 Cal.3d 167.

4 52. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered actual,
5 consequential and incidental financial losses, including without limitation, loss of salary and benefits,
6 and the intangible loss of employment related opportunities in her field and damage to her
7 professional reputation, emotional distress, and seeks punitive damages all in an amount subject to
8 proof at the time of trial.
9

10 **EIGHTH CAUSE OF ACTION**
11 **(Failure to Pay Timely Earned Wages upon Separation of Employment in Violation of Cal.**
12 **Lab. Code Sections 201 and 203)**

13 53. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
14 though fully set forth herein.

15 54. Pursuant to Labor Code Section 201: “If an employer discharges an employee, the
16 wages earned and unpaid at the time of discharge are due and payable immediately.”
17

18 55. Labor Code Section 203 provides, in pertinent part: “If an employer willfully fails to
19 pay, without abatement or reduction...any wages of an employee who is discharged or quits, the
20 wages of the employee shall continue as a penalty from the due date thereof at the same rate until
21 paid or until an action therefore is commenced; but the wages shall not continue for more than 30
22 days.”
23

24 56. Defendants willfully failed to pay Plaintiff her accrued wages at the time of separation.
25 Plaintiff is informed and believes and thereon alleges that Defendant did this with the intent to secure
26 for itself a discount on their indebtedness and/or with intent to annoy, harass, oppress, hinder, delay,
27 and/or defraud Plaintiff.
28

1 57. Defendants are therefore liable to Plaintiff for Plaintiff's unpaid wages and all
2 statutory damages.

3 **NINTH CAUSE OF ACTION**
4 **(Penalties for Violations of California Labor Code § 226 for**
5 **Failure to Provide Accurate Wage Statements)**

6 58. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
7 though fully set forth herein.

8 59. Labor Code § 226 subdivision (a) requires, in pertinent part, that “Every employer
9 shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees,
10 either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
11 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
12 (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose
13 compensation is solely based on a salary and who is exempt from payment of overtime under
14 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the
15 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
16 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
17 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
18 for which the employee is paid, (7) the name of the employee and his or her social security number,
19 except that by January 1, 2008, only the last four digits of his or her social security number or an
20 employee identification number other than a social security number may be shown on the itemized
21 statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable
22 hourly rates in effect during the pay period and the corresponding number of hours worked at each
23 hourly rate by the employee. . .”
24
25
26
27
28

1 60. Plaintiff did not receive accurate wage statements with all of the required information
2 set forth under Labor Code § 226 because they did not include all hours worked, the unpaid wages,
3 overtime and meal or rest break premiums and as a result suffered monetary damages.

4 61. On numerous occasions, an exact amount by which will be proven at trial, Defendants
5 violated various provisions of § 226, including but not limited to subdivisions (a)(1), (a)(2), (a)(4),
6 (a)(5), (a)(6), (a)(7), (a)(8), and (a)(9) by failing to provide Plaintiff, and other employees, accurate
7 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee
8 (4) all deductions (5) net wages earned, (6) the inclusive dates of the period for which the employee
9 is paid, (7) the name of the employee (8) the name and address of the legal entity that is the employer,
10 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of
11 hours worked at each hourly rate by the employee.
12
13

14 62. Plaintiff seeks all statutory damages and penalties authorized under the Labor Code.

15 **TENTH CAUSE OF ACTION**
16 **(Failure to Pay Timely Earned Wages-Cal. Lab. Code Section 204)**

17 63. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
18 though fully set forth herein.

19 64. Labor Code Section 204 provides that all wages earned by an employee are due and
20 payable twice each calendar month.
21

22 65. Defendants did not always provide Plaintiff her meal breaks.

23 66. Defendants did not pay Plaintiff wages due for Defendants' failure to provide meal
24 periods.
25

26 67. Defendant willfully failed to pay Plaintiff wages and overtime wages.
27
28

1 68. Plaintiff is informed and believes and thereon alleges that Defendant did this with the
2 intent to secure for Defendants a discount on Defendants' indebtedness and/or with intent to annoy,
3 harass, oppress, hinder, delay, and/or defraud Plaintiff.

4 69. Defendants are therefore liable to Plaintiffs for all unpaid wages and all statutory
5 damages.

6
7 **ELEVENTH CAUSE OF ACTION**
8 **(Failure to Pay Meal and Rest Period Compensation)**
9 **(California Labor Code Sections 226.7, 512)**

10 70. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
11 though fully set forth herein.

12 71. Defendants failed to relieve Plaintiff for meal periods mandated by law among other
13 codes, Cal Lab. Code Section 226.7 and 512.

14 72. Defendants failed to compensate or provide premiums to Plaintiff for the missed meal
15 periods.

16 73. Plaintiff seeks all statutory damages and penalties.

17
18 **TWELFTH CAUSE OF ACTION**
19 **(Failure to Pay Overtime and Double time Compensation)**
20 **(Cal. Lab. Code Sections 510)**

21 74. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
22 though fully set forth herein.

23 75. Defendants failed to compensate Plaintiff with overtime for hours worked including
24 over eight (8) hours per day and over forty (40) hours per week; and double time for her hours worked
25 over twelve (12) in a day and/or seven consecutive days.

26 76. Plaintiff seeks all statutory damages and penalties.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

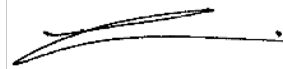
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 1. For payment of earned wages, withheld earnings, and other damages according to proof in an amount to be ascertained at trial;
- 2. For penalties, statutory obligations, special damages, compensatory, and general damages in an amount to be proven at trial;
- 3. For punitive damages as allowed by law;
- 4. Loss of income incurred and to be incurred according to proof;
- 5. For reasonable attorneys' fees;
- 6. For costs of suit incurred herein;
- 7. For interest provided by law;
- 8. All damages and penalties pursuant to the California Labor Code;
- 9. For restitution and other equitable relief; and
- 10. For such other and further relief as the court deems just and proper.

Dated: September 22, 2020

By: FREIMAN LEGAL



Lawrence W. Freiman, Esq.

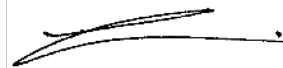
Counsel for Plaintiff Susan Ramirez

DEMAND FOR JURY TRIAL

Plaintiff Susan Ramirez demands a jury trial.

Dated: September 22, 2020

By: FREIMAN LEGAL



Lawrence W. Freiman, Esq.

Counsel for Plaintiff Susan Ramirez