

1 Plaintiff, ANNA FUENTES, alleges as follows:

2 **I. NATURE OF THE ACTION**

3 1. This is a wrongful termination civil action.

4 2. By this action, Plaintiff seeks injunctive relief, penalties, damages,
5 restitution, and any other remedies the Court deems just, due to the misconduct
6 committed by the Defendants as alleged in this Complaint.

7 **II. JURISDICTION AND VENUE**

8 3. Pursuant to Article VI, § 10 of the California Constitution, subject matter
9 jurisdiction is proper in the Superior Court of California, County of San Diego, State
10 of California.

11 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper
12 in the Superior Court of California for the County of San Diego, State of California,
13 because this is where Plaintiff was employed and is where the wrongful misconduct
14 alleged in this Complaint occurred.

15 **III. THE PARTIES**

16 5. Plaintiff ANNA FUENTES (hereinafter "Plaintiff") is an individual,
17 residing in the County of San Diego, California.

18 6. Defendant FIRE MOUNTAIN BARBER SHOP ("FIRE MOUNTAIN") is
19 an unknown business entity unregistered with the California Secretary of State, doing
20 business in the State of California and in the County of San Diego, City of Oceanside,
21 State of California.

22 7. Defendant RONALD ZURAWSKI ("ZURAWSKI") is an individual,
23 believed to be residing in the County of San Diego, State of California.

24 8. Defendants ZURAWSKI and FIRE MOUNTAIN will be collectively
25 referred to as "DEFENDANT EMPLOYERS."

26 9. Defendant MIGUEL MARTINEZ ("MANGER MIGUEL") is an individual,
27 believed to be residing in the County of San Diego, State of California.

28 10. All Defendants are sometimes collectively referred to as "Defendants."

1 11. The true names and capacities, whether individual, corporate, associate, or
2 otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
3 Plaintiff at this time. Plaintiff therefore sues said Defendants by such fictitious names
4 pursuant to § 474 of the California Code of Civil Procedure. Plaintiff will seek leave
5 to amend this Complaint to allege the true names and capacities of DOES 1 through
6 50 when their names are ascertained. Plaintiff is informed and believes, and based
7 thereon alleges, that each of the DOE Defendants is in some manner liable to Plaintiff
8 for the events and actions alleged herein.

9 12. Plaintiff is informed, believes, and based thereon alleges, that at all times
10 relevant, each Defendant was acting as an agent, joint venturer, and/or alter ego for
11 each of the other Defendants, and each were co-conspirators with respect to the acts
12 and the wrongful conduct alleged herein so that each is responsible for the acts of the
13 other in connection with the conspiracy in such wrongful acts with the other
14 Defendants.

15 13. Plaintiff is informed, believes, and based thereon alleges, that each
16 Defendant was acting partly within and partly without the scope and course of their
17 employment, and was acting with the knowledge, permission, consent, and
18 ratification of every other Defendant.

19 14. Plaintiff is informed and believes, and therefore alleges, that each of the
20 Defendants was an agent, managing general partner, managing member, owner, co-
21 owner, partner, employee, and/or representative of each of the Defendants and was at
22 all times material hereto, acting within the purpose and scope of such agency,
23 employment, contract and/or representation, and that each of them is jointly and
24 severally liable to Plaintiff.

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

1 16. Plaintiff is informed and believes, and therefore alleges, that each of the
2 named Defendants are part of an integrated enterprise and have acted or currently act
3 as the employer and/or joint employer of Plaintiff making each of them liable for the
4 wage and hour violations alleged herein.

5 **IV. GENERAL ALLEGATIONS**

6 17. Defendant FIRE MOUNTAIN is a barber shop.

7 18. Defendant ZURAWSKI is the owner of Defendant FIRE MOUNTAIN.

8 19. Collectively, Defendants FIRE MOUNTAIN and ZURAWSKI are
9 DEFENDANT EMPLOYERS.

10 20. For more than a year before the filing of this Complaint, until on or about
11 May 22, 2016, Plaintiff FUENTES worked for DEFENDANT EMPLOYERS as a
12 barber.

13 21. DEFENDANT EMPLOYERS exercised the right to control the manner and
14 method of performance of all barbers' haircuts, including those performed by
15 Plaintiff, in order to obtain the desired result, as well as exercised control over pricing
16 charged for haircuts and also the barbers' schedules.

17 22. DEFENDANT EMPLOYERS employed an on-site manager, MANAGER
18 MIGUEL, to act on behalf of DEFENDANT EMPLOYERS and run the shop to
19 ensure it operates according to DEFENDANT EMPLOYERS' level of satisfaction.

20 23. At one point, DEFENDANT ZURAWSKI told Plaintiff that he supports
21 MANAGER MIGUEL's decisions 100% and he will always back Manager Miguel.

22 24. DEFENDANT ZURAWSKI even told Plaintiff that she needed to do
23 whatever was necessary to stay on MANAGER MIGUEL's good side and keep him
24 happy.

25 25. Whenever a barber would attempt to complain to DEFENDANT
26 ZURAWSKI about any issue within the shop, DEFENDANT ZURAWSKI would
27 respond by instructing the barber to not bring any problems to him and that all
28 problems had to be addressed to MANAGER MIGUEL 100% of the time.

1 26. Therefore, all actions taken by MANAGER MIGUEL were undertaken as
2 an agent of DEFENDANT EMPLOYERS, as all actions undertaken by MANAGER
3 MIGUEL were taken at the direction of, at the behest of, and in association with
4 DEFENDANT ZURAWSKI and DEFENDANT FIRE MOUNTAIN.

5 27. Upon information and belief, DEFENDANT EMPLOYERS instructed
6 MANAGER MIGUEL to watch the haircuts being performed by each barber and to
7 critique the haircuts being performed so that the outcome would be a haircut
8 performed to the satisfaction of DEFENDANT EMPLOYERS' level.

9 28. DEFENDANT EMPLOYERS also instructed MANAGER MIGUEL to
10 train new barbers on how to properly perform haircuts up to DEFENDANT
11 EMPLOYERS' level of satisfaction whenever MANAGER MIGUEL were to see that
12 a new barber was not cutting hair to their level of satisfaction.

13 29. MANAGER MIGUEL has often critiqued a barbers' job performance
14 during the haircut, in front of the customer, and also often takes over and finishes the
15 haircut so that the outcome would be to the satisfaction of DEFENDANT
16 EMPLOYERS.

17 30. MANAGER MIGUEL would often instruct barbers on how to perform the
18 haircuts and instruct them to do the haircut over again if it was not performed to the
19 satisfaction of DEFENDANT EMPLOYERS.

20 31. MANAGER MIGUEL would also often take over the haircut and finish the
21 service if he saw a barber not performing the haircut to the satisfaction of
22 DEFENDANT EMPLOYERS.

23 32. DEFENDANT EMPLOYERS also exercised control over the schedules of
24 the barbers, by instructing MANAGER MIGUEL to control the number of barbers
25 working during each day, which resulted in MANAGER MIGUEL often dictating the
26 hours that the barbers would work during the day, the days of the week, and the days
27 that the barbers could take off.

28 33. MANAGER MIGUEL often dictated whether Plaintiff would be the one to

1 open and/or close the shop, and often dictated what days she could work.

2 34. For instance, for approximately two years, Plaintiff would regularly open
3 the shop at 8:30 a.m. on Sundays and then work a full day, but after Plaintiff rejected
4 MANAGER MIGUEL's sexual advances, he instructed Plaintiff that she could no
5 longer work the hours she desired on Sundays and instructed her that she could not
6 open the shop any longer on Sunday mornings at 8:30 and that she had to come in at
7 9:00.

8 35. On any particular day that one of the barbers is scheduled to work, if that
9 barber needed to take the day off, then MANAGER MIGUEL would require that the
10 barber find someone else to cover that barber's shift before he would agree that the
11 barber could have the day off. All of this was subject to MANAGER MIGUEL's
12 approval.

13 36. Plaintiff was prohibited from leaving the shop in order to take a lunch break
14 because DEFENDANT EMPLOYERS required that someone always be in the shop
15 for walk-ins.

16 37. DEFENDANT EMPLOYERS and MANAGER MIGUEL also dictated
17 how much each barber could charge for their haircuts.

18 38. Upon information and belief, MANAGER MIGUEL often instructed the
19 barbers, including Plaintiff, to charge a specific amount for each haircut.

20 39. For example, MANAGER MIGUEL prohibited Plaintiff in particular from
21 using business cards that had a "buy 9 and get the 10th one free" deal offered on the
22 back of the card, and MANAGER MIGUEL specifically told Plaintiff, "We don't
23 offer free haircuts any longer".

24 40. When MANAGER MIGUEL told Plaintiff "We don't offer free haircuts
25 any longer", he was referring to "We" as in the shop's policy is to not offer any free
26 haircuts and therefore Plaintiff was not allowed to offer free haircuts as an employee
27 of the shop.

28 41. On at least one occasion, a group of young males came into the barber shop

1 and MANAGER MIGUEL told another barber “no slack on these boys, \$15.00 per
2 haircut and no less.” Clearly, MANAGER MIGUEL was dictating how much a
3 particular barber was to charge a customer.

4 42. Furthermore, each barber was expected by MANAGER MIGUEL to
5 perform janitorial duties to clean the areas where they each worked, and MANAGER
6 MIGUEL would often critique the performance of cleaning done by particular barbers
7 and would instruct them to perform the cleaning over again if it was not done to the
8 level of satisfaction of DEFENDANT EMPLOYERS.

9 43. MANAGER MIGUEL has even instructed Plaintiff to “be a team player”
10 and has singled her out as the “only one not abiding to our [the barbershop’s]
11 guidelines” with respect to prices of haircuts and forbidding her from offering a free
12 haircut.

13 44. DEFENDANT EMPLOYERS also maintained the right to terminate the
14 employment of each barber at will, as MANAGER MIGUEL stated to Plaintiff on at
15 least one occasion, “Either you go on 70/30 commission or you won’t be working
16 here anymore.”

17 45. During other times when MANAGER MIGUEL was upset with Plaintiff,
18 he uttered such things as “pack your bags.”

19 46. Eventually, Plaintiff was wrongfully terminated from her employment on or
20 about May 22, 2016, after she made several complaints about being sexually harassed
21 by MANAGER MIGUEL.

22 47. Specifically, after she made these complaints, DEFENDANTS attempted to
23 put in place a “rental agreement” after multiple years of no written agreement and
24 insistence that Plaintiff sign the “rental agreement,” which she refused to do. This
25 new “rental agreement” was immediately forced upon Plaintiff after she made several
26 complaints about being sexually harassed by MANAGER MIGUEL.

27 48. The fact that Plaintiff was terminated is confirmed by DEFENDANT
28 ZURAWSKI in a text message telling Plaintiff that it wouldn’t be a good idea for her

1 to return to the shop after she protested that she didn't quit and he terminated her.

2 49. On or about May 22, 2016, as a result of Plaintiff's complaints about
3 MANAGER MIGUEL's sexual harassment and physical intimidation of Plaintiff,
4 DEFENDANT EMPLOYERS discharged/terminated Plaintiff's employment.

5 50. The next day after DEFENDANT EMPLOYERS terminated Plaintiff's
6 employment, Plaintiff spoke to two of her former customers in a public parking lot
7 near FIRE MOUNTAIN BARBER SHOP. Defendant ZURAWSKI physically
8 intimidated Plaintiff by shouting at her and demanding that she not steal the shop's
9 clients, even though these were Plaintiff's long-time customers who regularly came to
10 the shop only to receive her services as a barber.

11 51. At numerous times, both Miguel Manager and DEFENDANT ZURAWSKI
12 claimed that all customers were the "shop's" customers.

13 **V. ALLEGATIONS REGARDING SEXUAL HARASSMENT AND**
14 **RETALIATION BY ALL DEFENDANTS**

15 52. From the beginning of his employment in approximately November 2013 to
16 May 2016, MANAGER MIGUEL made multiple sexually explicit comments to
17 female employees, including Plaintiff, and attempted touched Plaintiff in a sexual
18 manner. On at least one occasion, MANAGER MIGUEL inexplicably began
19 massaging another female barber named Maria, and on at least one other occasion
20 MANAGER MIGUEL began massaging Plaintiff's neck without her invitation or
21 request with Plaintiff's responsive action being to quickly stand up to prevent him
22 from touching her any further.

23 53. At all times, these actions were wholly uninvited, and Plaintiff never once
24 engaged in any sexual relations with MANAGER MIGUEL.

25 54. On or about December 23, 2015, MANAGER MIGUEL left a Christmas
26 present for Plaintiff at her workspace, which consisted of a gift bag with lingerie
27 thong underwear contained therein.

28 55. Afterwards, MANAGER MIGUEL persisted in asking her to send him

1 pictures of her wearing the thongs, which Plaintiff refused to do.

2 56. Plaintiff threw the garments away, as they were uninvited and unwanted.

3 57. During the relevant time period, MANAGER MIGUEL has sent several
4 text messages to Plaintiff over the years asking her for nude pictures.

5 58. One text message in particular involved a picture of MANAGER
6 MIGUEL's face with his eyes manipulated to be wider than normal with the
7 comment, "Lookin [sic] at your boobs like!!! Sorry had to lmao!!"

8 59. Another text message involved MANAGER MIGUEL asking Plaintiff to
9 send him a picture of her in a dress and claiming, "I want some of that for my bday ;)"

10 60. Another text message involved Plaintiff asking MANAGER MIGUEL if he
11 had a specific barber supply (scissor case) that she could borrow, with Miguel
12 claiming, "show me your boobs and it's yours. Lol"

13 61. Another text message from MANAGER MIGUEL involved him telling
14 Plaintiff, "I didn't grope you like I wanted ;)" and claiming that he will do it "next
15 time" because he didn't want another barber "thinkin [sic] weird".

16 62. Another text message involved MANAGER MIGUEL sending Plaintiff a
17 picture of a kissy face and claiming he is proud of her for cleaning up her work space.

18 63. Another text message involved MANAGER MIGUEL telling Plaintiff "you
19 owe me a titty pic" and proceeding to send pictures of several upright eggplant
20 pictures to suggest an erection.

21 64. Plaintiff never complained about these text messages and never requested
22 that they cease, because DEFENDANT ZURAWSKI had already made it very clear
23 to Plaintiff that he was going to back MANAGER MIGUEL "100%" and that
24 Plaintiff had to do everything she could to stay on Miguel's good side, and that no
25 complaints about MANAGER MIGUEL should be conveyed to him and that any and
26 all complaints must be directed to MANAGER MIGUEL personally.

27 65. However, at one point on or about April 24, 2016, during one of
28 MANAGER MIGUEL's days off, he suddenly came into the shop and told Plaintiff

1 that one of the customers informed him that Plaintiff was wearing a smock and he
2 only came in to see her legs.

3 66. On this date, after all customers left so that only Plaintiff and MANAGER
4 MIGUEL were in the shop together, MANAGER MIGUEL persisted in asking
5 Plaintiff to open her smock so he could look at her body, and also persistently claimed
6 he wanted to see and feel her breasts.

7 67. Plaintiff rejected MANAGER MIGUEL's requests, and asked why he was
8 so persistent in wanting to feel her breasts, and MANAGER MIGUEL claimed he
9 wanted to see if her doctor did a good job on her breast enhancement procedure.

10 68. Shortly after this incident occurred, one of Plaintiff's customers came into
11 the shop and saw Plaintiff emotionally distraught and inquired as to what was wrong.
12 Plaintiff responded by crying and breaking down as she recounted the events of
13 MANAGER MIGUEL attempting to force her into agreeing to allow him to sexually
14 molest her against her invitation or desires and also explained the history of sexual
15 comments he has made towards her.

16 69. During the entire time that MANAGER MIGUEL was directing these
17 sexual comments and attempting sexual relations with Plaintiff, he has been in a
18 relationship with another woman and had been expecting a baby on the way with his
19 girlfriend from outside the shop.

20 70. Since MANAGER MIGUEL's sexual advances were now becoming more
21 persistent and directed to her in person, as opposed to text message, Plaintiff began
22 complaining to DEFENDANT ZURAWSKI that Miguel's advances were unwanted
23 and making her uncomfortable.

24 71. DEFENDANT ZURAWSKI claimed to have spoken to MANAGER
25 MIGUEL, but would not tell Plaintiff the outcome, and instead persisted in trying to
26 arrange a face-to-face sit-down between Plaintiff and MANAGER MIGUEL.

27 72. As a direct result of Plaintiff complaining to DEFENDANT ZURAWSKI,
28 MANAGER MIGUEL began retaliating against Plaintiff by treating her rudely and

1 meanly, giving her aggressive and mean looks, cutting her hours, and depriving her of
2 the ability to give her clients a business card that offered the 10th haircut free.

3 73. MANAGER MIGUEL's comments towards Plaintiff directly after she
4 complained about his sexual advances also became increasingly hostile, with
5 MANAGER MIGUEL directly accusing her of not being a team player and not
6 abiding by the shop's guidelines on pricing and scheduling, and threatening that she
7 could "pack her bags" if she did not like it.

8 74. MANAGER MIGUEL even began telling other barbers and customers not
9 to trust Plaintiff, and attempted to isolate her from the social connection with other
10 barbers and customers.

11 75. Over the course of an approximate three-week period, Plaintiff repeatedly
12 sent text messages and emails to DEFENDANT ZURAWSKI complaining about
13 MANAGER MIGUEL's hostility and retaliatory measures towards her, yet
14 DEFENDANT ZURAWSKI persisted in trying to force her to attend a face-to-face
15 sit-down despite her repeatedly informing ZURAWSKI that she did not feel
16 comfortable or safe around him.

17 76. Plaintiff requested on multiple occasions that DEFENDANT ZURAWSKI
18 take some sort of corrective measures to rectify the manner in which MANAGER
19 MIGUEL had made numerous sexual advances and turned towards hostility and
20 retaliation in response to her complaining to ZURAWSKI, yet ZURAWSKI never
21 once took any corrective measures beyond simply asking MANAGER MIGUEL for
22 his side of the story.

23 77. DEFENDANT ZURAWSKI'S mistreatment of this incident as a trivial
24 matter is obvious by the fact that he simply asked Plaintiff why she wasn't having her
25 boyfriend confront MANAGER MIGUEL about the harassment and why she feels the
26 need to bring the problem to him.

27 78. As a result of ZURAWSKI's failure to take any corrective measures, he
28 simply created an environment that permitted MANAGER MIGUEL to engage in

1 further harassment and abusive conduct towards Plaintiff by locking her in the shop
2 on or about May 6, 2016 at approximately 2:15 p.m.

3 79. On that date, Plaintiff was working in the shop when MANAGER
4 MIGUEL arrived unexpectedly.

5 80. He then locked the door to the shop and proceeded to raise his voice in a
6 commanding and intimidating manner and degraded Plaintiff for complaining about
7 him.

8 81. MANAGER MIGUEL maintained his physical presence between Plaintiff
9 and the front door for approximately 10-12 minutes in an apparent attempt to prevent
10 her from running to the front door and to unlock it and leave.

11 82. A cell phone recording taken by Plaintiff during this incident, taken in
12 order to capture evidence of his harassment and false imprisonment of her, shows
13 Plaintiff crying and wailing loudly asking MANAGER MIGUEL to leave her alone
14 and informing him that she is not comfortable around him, yet he persists in raising
15 his voice at her and refusing to unlock the door and telling her to pack her bags and
16 leave her employment with the shop and rhetorically asking why is she still even
17 working at the shop and rhetorically asking why she can't handle the situation like an
18 adult.

19 83. Despite Plaintiff's repeated protestations of the manner in which
20 MANAGER MIGUEL was abusing her and falsely imprisoning her, he refused to
21 relent in his degrading comments towards her and refused to unlock the door for her
22 to leave.

23 84. This conduct by MANAGER MIGUEL is not limited to his treatment of
24 Plaintiff, as he also engaged in an on-going sexual relationship with a former barber
25 named Brittany, whom he eventually fired after Brittany informed MANAGER
26 MIGUEL's girlfriend from outside the shop about the sexual relationship they had
27 been having.

28 85. Upon information and belief, MANAGER MIGUEL only fired Brittany

1 after she terminated their sexual relationship.

2 86. Other former barbers have observed MANAGER MIGUEL treat other
3 female employees and female customers as sexual objects by persistently making
4 sexual comments about them within ear shot.

5 87. As a result, MANAGER MIGUEL's sexual impropriety has been well
6 known around the workplace.

7 88. During Plaintiff's repeated efforts to obtain DEFENDANT EMPLOYERS'
8 assistance in rectifying the harms committed by MANAGER MIGUEL,
9 DEFENDANT ZURAWSKI persistently declined to take any action other than trying
10 to force Plaintiff to sit down with MANAGER MIGUEL face-to-face in a mediation
11 style format even though Plaintiff persistently told DEFENDANT ZURAWSKI that she
12 did not feel comfortable around MANAGER MIGUEL and reminded DEFENDANT
13 ZURAWSKI that it was his responsibility to take action as the employer and shop
14 owner.

15 89. DEFENDANT ZURAWSKI's true loyalty to his agent and friend,
16 MANAGER MIGUEL, became very obvious when DEFENDANT ZURAWSKI
17 started accusing Plaintiff of lying about the events and accusing her of looking for a
18 way to set up a lawsuit and obtain money.

19 90. On or about May 22, 2016, as a result of Plaintiff's complaints,
20 DEFENDANT EMPLOYERS discharged/terminated Plaintiff's employment.

21 91. The next day after DEFENDANT EMPLOYERS terminated Plaintiff's
22 employment, Plaintiff spoke to two of her former customers in a public parking lot
23 near FIRE MOUNTAIN BARBER SHOP. Defendant ZURAWSKI physically
24 intimidated Plaintiff by shouting at her and demanding that she not steal the shop's
25 clients, even though these were Plaintiff's long-time customers who regularly came to
26 the shop only to receive her services as a barber, and ZURAWSKI also yelled at
27 Plaintiff and accused her of simply trying to extort money out of him and the shop by
28 making false allegations of sexual harassment.

1 92. DEFENDANT ZURAWSKI proceeded to send Plaintiff a threatening text
2 message instructing her to leave “the shop’s customers” alone and threatening to seek
3 a restraining order against her.

4 93. This conduct by DEFENDANT ZURAWSKI amounted to more
5 harassment and intimidation of Plaintiff for simply complaining about MANAGER
6 MIGUEL’s persistent sexual harassment and bullying of her as well as her complaints
7 about DEFENDANT EMPLOYERS’ utter lack of concern for and lack of action to
8 rectify the sexual harassment and abuse.

9 94. As a direct result of all of the above conduct, Plaintiff has suffered
10 emotional distress and mental anguish by way of crying fits, loss of sleep,
11 nervousness, feelings of loss of self-worth and despair, feelings of hopelessness, and
12 sadness.

13 95. On or about June 25, 2016, DEFENDANT ZURAWSKI initiated a
14 telephone conversation with Plaintiff’s new employer, at which time he told the new
15 employer that they should not trust Plaintiff and tried to characterize her as a problem
16 employee who would find a way to initiate conflict in her new position. Thereby,
17 DEFENDANT ZURAWSKI attempted to damage Plaintiff’s relationship with her
18 new employer and new co-workers.

19 96. Within approximately thirty minutes of the telephone conversation, Plaintiff
20 left the shop and DEFENDANT ZURAWSKI ran after Plaintiff from the parking lot,
21 which suggests that he was lying in wait outside of the shop waiting for her to leave.
22 Plaintiff told DEFENDANT ZURAWSKI that she was not comfortable being around
23 him and didn’t want to speak to him. However, DEFENDANT ZURAWSKI
24 persisted in pursuing Plaintiff and demanded to speak to her despite her insistence
25 that she did not want to speak to him.

26 97. Thereafter, on or about July 29, 2016, after discovering that Plaintiff had
27 taken legal action by filing a complaint with the Labor and Workforce Development
28 Agency with respect to DEFENDANT EMPLOYERS’ violations of certain

1 California Labor Code violations, DEFENDANT ZURAWSKI again personally
2 appeared at Plaintiff's new place of employment and asked for Plaintiff to give him a
3 haircut, even though he had never once asked her for a haircut in the multiple years
4 that they have known each other.

5 98. Plaintiff refused to give DEFENDANT ZURAWSKI a haircut, as she did
6 not feel comfortable since she believed his intentions were to harass her in retaliation
7 for her initiating legal proceedings. Despite her refusal, DEFENDANT ZURAWSKI
8 remained in the shop and refused to leave, and he proceeded to direct mean and
9 intimidating looks to Plaintiff. Due to her feelings of discomfort, Plaintiff eventually
10 left the shop out the back door so that ZURAWSKI would not know she had left, so
11 that she could prevent him from following her like he had already done previously.

12 99. Upon information and belief, DEFENDANT ZURAWSKI acted in this
13 manner in an attempt to harass and intimidate Plaintiff and to interfere with her ability
14 to perform her job.

15 100. Thereafter, on or about August 4, 2016, after DEFENDANT ZURAWSKI
16 was served with the Complaint and Summons for the instant case, he again showed up
17 at Plaintiff's place of employment and demanded to speak to Plaintiff. Plaintiff
18 refused to speak to him, yet he refused to leave even in spite of two other persons on
19 site instructing him to leave Plaintiff alone and to just service the ATM machine and
20 then leave. DEFENDANT ZURAWSKI claimed he was there to service an ATM
21 machine, but he failed to go to that ATM machine and instead hung around Plaintiff's
22 work space and took pictures of her barber's license.

23 101. ZURAWSKI then proceeded to sit in her barber's chair and repeatedly
24 accused her of discrimination for refusing to give him a haircut.

25 102. Plaintiff was so distraught as to ZURAWSKI's conduct that she went out
26 back with the intention of calling the police because she felt that she had no other
27 recourse to force ZURAWSKI to leave her alone.

28 103. Plaintiff stopped calling the police only because ZURAWSKI finally left

1 the shop after about 20 minutes.

2 104. Thereafter, also on or about August 4, 2016, Plaintiff's employer had a
3 telephone call with DEFENDANT ZURAWSKI about the incident, during which
4 conversation DEFENDANT ZURAWSKI lied and claimed that Plaintiff had included
5 them in the instant lawsuit as Defendants.

6 105. Upon information and belief, DEFENDANT ZURAWSKI uttered this
7 patently false statement with the sole intention of causing harm to Plaintiff's
8 reputation in her new place of employment and to cause her new employer to have
9 distrust and suspicion of Plaintiff.

10 106. As a direct result of DEFENDANT ZURAWSKI harassing Plaintiff at her
11 place of employment and thereafter uttering patently false statements about her
12 including her new employer in the instant lawsuit as a Defendant, Plaintiff was so
13 shaken up emotionally that she had to leave work earlier than she was scheduled and
14 thereby lost approximately \$100.00 of income that she would have otherwise
15 expected to receive. Moreover, she also suffered emotional distress and mental
16 anguish by way of hysterical crying fits, loss of sleep, nervousness, feelings of loss of
17 self-worth and despair, feelings of hopelessness, sadness, fear for her safety due to her
18 fear that DEFENDANT ZURAWSKI might actually engage in violence against her,
19 and also embarrassment and shame by having this incident directly impact her new
20 co-workers and new employer.

21 **FIRST CAUSE OF ACTION**
22 **Wrongful Discharge in Violation of Public Policy**
23 **(Against DEFENDANT EMPLOYERS)**

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

26 108. It is against public policy of the state of California for an employer to
27 terminate its employee's employment because she has made a workplace safety
28 complaint. (*Labor Code § 6310, et seq.*)

1 109. Sections 6310(b) and 6400 of the California Labor Code express
2 California's fundamental public policy of ensuring that employees are not required to
3 work in unsafe or unhealthy work environments.

4 110. During the time that Plaintiff worked for DEFENDANT EMPLOYERS,
5 Plaintiff suffered egregious discrimination, sexual harassment, and retaliation.

6 111. Ultimately, Plaintiff could not tolerate the discrimination, sexual
7 harassment, wrongful conduct and unfair conditions she experienced in the
8 workplace, which caused her injuries and damages, so she complained about this
9 wrongful conduct to DEFENDANT EMPLOYERS.

10 112. On or about May 22, 2016, as a result of Plaintiff's complaints,
11 DEFENDANT EMPLOYERS discharged/terminated Plaintiff's employment.

12 113. Plaintiff believes and alleges that Plaintiff was discharged/terminated
13 because she made complaints about the discrimination and sexual harassment to
14 DEFENDANT EMPLOYERS and because of her gender.

15 114. Section 1102.5 of the California Labor Code has been interpreted to
16 recognize a fundamental public policy prohibiting an employer from discharging an
17 employee for internal or external reports of a violation of any statutes, regulations or
18 guidelines of public importance, such as those set forth above.

19 115. Plaintiff alleges she was fired in retaliation for protests and complaints
20 regarding her reasonable belief that Defendants were violating several statutes, as
21 discussed below.

22 116. Defendants' discharge of Plaintiff violated the public policy of the State
23 of California, as expressed in provisions of the California Fair Employment and
24 Housing Act (*Gov. Code* § 12940, *et seq.*), the Constitution of the State of California,
25 including Article I § 8; the California Civil Code, including but not limited to sections
26 51.7 and 52, *et seq.*; California Government Code sections 12900, *et seq.*, including,
27 but not limited to sections 12920, 12921, 12926.1, 12940, etc., which prohibit
28 discrimination and the termination of an employee's employment because of, among

1 other things, their sex and gender, and Title VII of the 1964 Civil Rights Act, 42
2 United States Code sections 2000e-2(a), *et seq.*

3 117. Based on the misconduct alleged in this Complaint, Plaintiff believes and
4 alleges that Plaintiff's termination was wrongful because it was in violation of the
5 public policy of the State of California in that Plaintiff's termination was because of
6 the workplace complaints she made.

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

11 **SECOND CAUSE OF ACTION**

12 **Retaliation in Violation of the Fair Employment and Housing Act, California**
13 **Government Code Sections 12940(h), *et seq.***
14 **(Against DEFENDANT EMPLOYERS)**

15 119. Plaintiff re-alleges and incorporates by reference the foregoing allegations,
16 as though set forth fully herein.

17 120. At all times herein mentioned, California Government Code sections
18 12940, *et seq.* of the Fair Employment and Housing Act (and Title VII of the 1964
19 Civil Rights Act) and the corresponding regulations of the California Department of
20 Fair Employment and Housing Act were in full force and effect and were binding on
21 Defendants.

22 121. These sections, *inter alia*, prohibit Defendants, as employers, from
23 committing illegal acts of retaliation and gender discrimination in the workplace.

24 122. As alleged above, Plaintiff was subjected to a pattern of harassment by
25 her Manager, who, among other things, sexually harassed Plaintiff in the workplace
26 for the purpose of humiliating and harassing the Plaintiff on a repeated basis when she
27 was working.
28

1 123. Plaintiff complained about such conduct to DEFENDANT
2 EMPLOYERS, who retaliated against her by, among other things, terminating her
3 employment for engaging in a protected activity.

4 124. Such conduct violates Government Code section 12940(h) and other
5 provisions of FEHA.

6 125. Within the time provided by law, Plaintiff filed a complaint with the
7 California Department of Fair Employment and Housing, in full compliance with the
8 law, and has received a right to sue letter, thereby exhausting any applicable
9 administrative remedy requisite to the commencement of this lawsuit.

10 126. As a proximate and legal result of the above-alleged misconduct,
11 Plaintiff suffered damages in an amount to be proven at trial.

12 127. As a further proximate result of the above-alleged misconduct, Plaintiff
13 lost employment benefits, including wages and fringe benefits, in an amount to be
14 proven at trial.

15 128. By reason of the foregoing, Plaintiff has been left without an adequate
16 remedy at law, and should be entitled to appropriate injunctive relief from this Court
17 to be proven at trial.

18 129. As a further proximate result of the above-alleged misconduct, Plaintiff
19 was required to and did retain attorneys and is therefore entitled to an award of
20 attorneys' fees according to proof.

21 130. In doing the things herein alleged, Defendants are guilty of oppression,
22 fraud and malice, and, insofar as the things alleged were attributable to employees of
23 Defendants, said employees were employed by Defendants with advance knowledge
24 of the unfitness of the employees and they were employed with a conscious disregard
25 for the rights of others; or Defendants authorized or ratified the wrongful conduct; or
26 there was advance knowledge, conscious disregard, authorization, ratification or act
27 of oppression, fraud or malice on the part of an officer, director or managing agent of
28 defendants all entitling Plaintiff to the recovery of exemplary and punitive damages.

1 **THIRD CAUSE OF ACTION**
2 **Harassment in Violation of the Fair Employment and Housing Act, California**
3 **Government Code Section 12940(j)**
4 **(Against All Defendants)**

5 131. Plaintiff re-alleges and incorporates by reference the foregoing allegations
6 as though set forth herein.

7 132. At all times herein mentioned, California Government Code §§ 12940, *et*
8 *seq.* of the Fair Employment and Housing Act (“FEHA”) (and Title VII of the 1964
9 Civil Rights Act) and the corresponding regulations of the California Department of
10 Fair Employment and Housing Act were in full force and effect and were binding on
11 Defendants. These sections, *inter alia*, require Defendants, as employers, to refrain
12 from harassing or retaliating against any employee on the basis of, among other
13 things, their gender and sex.

14 133. As alleged above, beginning in approximately November 2013, and from
15 time to time thereafter to the date of Plaintiff’s termination, Plaintiff was subjected to
16 an intense pattern and practice of harassment (i.e., sexual harassment by Manager, as
17 well as verbal harassment following the sexual harassment that occurred on various
18 occasions, including but not limited to the incidents from April 24, 2016 and May 6,
19 2016) by DEFENDANT EMPLOYERS and MANAGER MIGUEL.

20 134. Plaintiff is informed and believes, and based thereupon alleges, that her
21 termination was motivated by Plaintiff’s unwillingness to drop her complaints
22 concerning the sexual harassment and intimidation she had been experiencing from
23 MANAGER MIGUEL.

24 135. As alleged above, Plaintiff believes and alleges that DEFENDANT
25 EMPLOYERS subjected her to an intense pattern and practice of harassment based on
26 her gender, as alleged in this Complaint.

27 136. The foregoing conduct was retaliatory and harassing and not consented to,
28 and was based on Plaintiff’s gender, and such misconduct created an intimidating and

1 hostile work environment.

2 137. Such conduct constitutes illegal harassment in violation of Government
3 Code section 12940(j) and other provisions of FEHA.

4 138. DEFENDANT EMPLOYERS are strictly liable for said harassment by
5 MANAGER MIGUEL, because at all times relevant, the misconduct alleged in this
6 Complaint was committed by MANAGER MIGUEL.

7 139. DEFENDANT EMPLOYERS are also liable because they knew or
8 should have known of the illegal harassment of its employees and failed to take
9 immediate and appropriate corrective action, which misconduct violates Government
10 Code sections 12940(j) and (k).

11 140. Within the time provided by law, Plaintiff filed a complaint with the
12 California Department of Fair Employment and Housing, in full compliance with the
13 law, and has received a right to sue letter, thereby exhausting any applicable
14 administrative remedy requisite to the commencement of this lawsuit.

15 141. As a proximate and legal result of the above-alleged misconduct,
16 Plaintiff suffered damages in an amount according to proof.

17 142. As a further proximate result of the above-alleged misconduct, Plaintiff
18 lost employment benefits, including wages and fringe benefits, in an amount
19 according to proof.

20 143. By reason of the foregoing, Plaintiff has been left without an adequate
21 remedy at law, and should be entitled to appropriate injunctive relief from this Court
22 to be proven at trial.

23 144. As a further proximate result of the above-alleged misconduct, Plaintiff
24 was required to and did retain attorneys and is therefore entitled to an award of
25 attorneys' fees according to proof.

26 145. In doing the things herein alleged, DEFENDANT EMPLOYERS were
27 guilty of oppression, fraud and malice, and, insofar as the things alleged were
28 attributable to employees of DEFENDANT EMPLOYERS, said employees were

1 employed by DEFENDANT EMPLOYERS with advance knowledge of the unfitness
2 of the employees and they were employed with a conscious disregard for the rights of
3 others; or Defendants authorized or ratified the wrongful conduct; or there was
4 advance knowledge, conscious disregard, authorization, ratification or act of
5 oppression, fraud or malice on the part of an officer, director or managing agent of
6 defendants all entitling plaintiff to the recovery of exemplary and punitive damages.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Take Steps Reasonably Necessary to Prevent Discrimination in**
9 **Violation of Fair Employment and Housing Act, California Government Code**
10 **Section 12940(k)**
11 **(Against DEFENDANT EMPLOYERS)**

12 146. Plaintiff re-alleges and incorporates by reference the foregoing
13 allegations, as though set forth herein.

14 147. At all times herein mentioned, California Government Code section
15 12940, *et seq.* of the Fair Employment and Housing Act (and Title VII of the 1964
16 Civil Rights Act) and the corresponding regulations of the California Department of
17 Fair Employment and Housing Act were in full force and effect and were binding on
18 Defendants.

19 148. These sections, *inter alia*, require DEFENDANT EMPLOYERS, as
20 employers, to take reasonable steps to avoid the discrimination of any of its
21 employees.

22 149. Plaintiff is informed, believes, and thereon alleges that DEFENDANT
23 EMPLOYERS failed to take all steps reasonably necessary to prevent the harassment
24 and discrimination from occurring in violation of the applicable provisions of
25 Government Code sections 12940, *et seq.*

26 150. DEFENDANT EMPLOYERS are liable because they knew or should
27 have known, through Plaintiff's complaints to management, of the illegal
28 discrimination and sexual harassment of the Plaintiff, and Defendants failed to take
immediate and appropriate corrective action.

1 allegations in the foregoing paragraphs, as though set forth herein.

2 159. Labor Code § 6310, subdivision (a), prohibits employers from retaliating
3 or terminating an employee that has made oral or written “complaint to the division,
4 other governmental agencies having statutory responsibility for or assisting the
5 division with reference to employee safety or health, his or her employer, or his or her
6 representative.”

7 160. As alleged above, Defendants violated Labor Code § 6310 because
8 Defendants terminated Plaintiff’s employment after she complained to DEFENDANT
9 EMPLOYERS about the sexual harassment that she reasonably believed to be
10 unlawful and unsafe conduct and practices committed by her manager, MANAGER
11 MIGUEL.

12 161. As a proximate result of Defendants’ actions, Plaintiff has suffered and
13 continues to suffer damages in an amount according to proof at trial.

14 162. As a proximate result of Defendants’ actions, Plaintiff is entitled to costs,
15 penalties, and attorneys’ fees.

16 163. Defendants’ actions were willful, malicious, fraudulent and oppressive,
17 and were committed with the wrongful intent to injure Plaintiff and in conscious
18 disregard of Plaintiff’s rights, which entitles Plaintiff to exemplary and/or punitive
19 damages in an amount to be proven at trial.

20 **SIXTH CAUSE OF ACTION**
21 **Wrongful Termination and Violations of California Labor Code § 1102.5, et seq.**
22 **(Against DEFENDANT EMPLOYERS)**

23 164. Plaintiff re-alleges and incorporates herein by this reference the
24 allegations in the foregoing paragraphs, as though set forth herein.

25 165. Labor Code § 1102.5, subdivision (a), prohibits employers from making,
26 adopting, or enforcing any rule, regulation or policy that prevents employees from
27 disclosing information to an employer where the employee has reasonable cause to
28 believe that the information discloses a violation of state or federal law, or a violation

1 or noncompliance with a state or federal rule or regulation.

2 166. Labor Code § 1102.5, subdivision (b), prohibits employers from
3 terminating employees that disclose information to an employer where the employee
4 has reasonable cause to believe that the information discloses a violation of state or
5 federal law, or a violation or noncompliance with a state or federal rule or regulation.

6 167. Labor Code § 1102.5, subdivision (c), prohibits employers from
7 retaliating against an employee for refusing to participate in an activity that would
8 result in a violation of state or federal statute, or a violation or noncompliance with a
9 state or federal rule or regulation.

10 168. Labor Code § 1102.5, subdivision (d), prohibits employers from
11 retaliating against an employee exercising any of their rights under subdivisions (a),
12 (b), and (c).

13 169. As alleged in this Complaint, DEFENDANT EMPLOYERS violated the
14 foregoing provisions of the Labor Code § 1102.5, because Defendants retaliated
15 against Plaintiff after she complained to DEFENDANT EMPLOYERS about being
16 sexually harassed by MANAGER MIGUEL, a conduct that she reasonably believed
17 to be an unlawful conduct.

18 170. As a proximate result of Defendants' actions, Plaintiff has suffered and
19 continues to suffer damages in an amount according to proof at trial.

20 171. As a proximate result of Defendants' actions, Plaintiff is entitled to costs,
21 penalties, and attorneys' fees.

22 172. As a proximate, direct, and foreseeable result of the foregoing, Plaintiff
23 seeks penalties in the sum of \$10,000 pursuant to subdivision (f) of Labor Code
24 1102.5.

25 173. Defendants' actions were willful, malicious, fraudulent and oppressive,
26 and were committed with the wrongful intent to injure Plaintiff and in conscious
27 disregard of Plaintiff's rights, which entitles Plaintiff to exemplary and/or punitive
28 damages in an amount to be proven at trial.

1 disregard of Plaintiff's rights, which entitles Plaintiff to exemplary and/or punitive
2 damages in an amount to be proven at trial.

3 **EIGHTH CAUSE OF ACTION**

4 **False Imprisonment**
5 **(Against all Defendants)**

6 180. Plaintiff re-alleges and incorporates by reference the foregoing
7 allegations as though set forth herein.

8 181. Based on the above-alleged acts, Defendants falsely imprisoned Plaintiff.
9 Specifically, Plaintiff was falsely imprisoned when she MANAGER MIGUEL locked
10 Plaintiff inside the barbershop and proceeded to yell and shout at her for complaining
11 about the sexual harassment. MANAGER MIGUEL chased Plaintiff around the shop
12 as she tried to put distance between him and her and put barber chairs between him
13 and her. Plaintiff, who at this point was crying and wailing loudly asking
14 MANAGER MIGUEL to leave her alone and unlock the door. Despite numerous
15 requests, he refused to relent in his shouting at her and refused to unlock the door for
16 her to leave.

17 182. As a direct and proximate result of the Defendants' conduct, Plaintiff is
18 informed and believes, and based thereon alleges, that Plaintiff has been subjected to
19 severe emotional distress and will continue to suffer severe and permanent
20 humiliation, mental pain and anguish, and will continue to live in a constant state of
21 emotional tension and distress.

22 183. As a direct and proximate result of the Defendants, and each of their
23 actions, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff has
24 suffered severe and serious damages, in an amount to be proven at trial.

25 184. Defendants' actions were willful, malicious, fraudulent and oppressive,
26 and were committed with the wrongful intent to injure Plaintiff and in conscious
27 disregard of Plaintiff's rights, which entitles Plaintiff to exemplary and/or punitive
28 damages in an amount to be proven at trial.

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NINTH CAUSE OF ACTION
Violations of the California Unfair Business Practices Code §§ 17200, *et seq.*
(Against DEFENDANT EMPLOYERS)

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

186. Defendants, and each of them, are “persons” as defined under Business and Professions Code section 17021.

187. Plaintiff is informed and believes and based thereon alleges that Defendants committed the unfair business practices, as defined by Cal. Bus. & Prof. Code sections 17200, *et seq.*, by violating the laws alleged to have been violated in this Complaint and which allegations are incorporated herein by reference.

188. Defendants’ conduct, as alleged above, constitutes unlawful, unfair and fraudulent activity prohibited by Business and Professions Code sections 17200, *et seq.*

189. Plaintiff has suffered injury in fact and lost money or property as a result of the aforementioned unfair competition.

190. As a result of their improper acts, Defendants, and each of them, have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiff.

191. Plaintiff seeks injunctive relief in the type and manner deemed appropriate by the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. That the Court find that Defendants’ violations as described above are found to have been willful;
2. For penalties, special damages, and general damages in an amount to be proven at trial;
3. For punitive damages as allowed by law;

- 1 4. Loss of income incurred and to be incurred according to proof;
- 2 5. That Defendants, and each of them, be ordered to pay restitution to Plaintiff
- 3 due to Defendants' unlawful, unfair, and fraudulent activities, pursuant to
- 4 Business and Professions Code §§ 17200 et seq.;
- 5 6. For disgorgement of all ill-gotten profits, including unpaid wages resulting
- 6 from Defendants' unfair business practices pursuant to Business and
- 7 Professions Code §§ 17200-05;
- 8 7. Injunctive in the type and manner deemed appropriate by the Court, such as
- 9 mandatory training for supervisors;
- 10 8. For statutory damages;
- 11 9. For prejudgment interest at the legal rate;
- 12 10. That Plaintiff be awarded costs and reasonable attorneys' fees; and
- 13 11. Such other and further relief as the Court may deem proper and just.

14 TRIAL BY JURY

15 Pursuant to the Seventh Amendment to the Constitution of the United States of
16 America, Plaintiff is entitled to, and demands, a trial by jury.

17
18 Dated: August 23, 2016

SEMNR & HARTMAN, LLP

19
20 By: _____,

Jared M. Hartman, Esq.
Attorneys for Plaintiff,
ANNA FUENTES