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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN DIEGO**
15 **CENTRAL DIVISION - UNLIMITED JURISDICTION**

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19 MHYCHELLE PIEPER, an individual,
20 ANA NUNO, an individual, and CLAUDIA
CARSON, an individual,

21 Plaintiffs,

22 v.

23 CABLECONN INDUSTRIES, INC., a
California corporation, SOPHANN HEM, an
24 individual, MICHAEL CRUZ, an individual,
25 and LISA COFFMAN, an individual,

26 Defendants.
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County of San Diego

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Clerk of the Superior Court
By Taylor Crandall, Deputy Clerk

Case No. 37-2020-00030894-CU-OE-CTL

**COMPLAINT FOR (1) SEXUAL
BATTERY; (2) BATTERY; (3) SEXUAL
HARASSMENT; (4) FAILURE TO
PREVENT SEXUAL HARASSMENT;
(5) NEGLIGENT SUPERVISION AND
RETENTION; (6) RETALIATION;
(7) VIOLATION OF RALPH CIVIL
RIGHTS ACT; (8) BANE CIVIL RIGHTS
ACT; (9) RETALIATION FOR
WHISTLEBLOWING;
(10) CONSTRUCTIVE DISCHARGE;
(11) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS; (12) FAILURE
TO PROVIDE OFF-DUTY MEAL
PERIODS; (13) FAILURE TO TIMELY
PAY WAGES; (14) FAILURE TO
PROVIDE ACCURATE ITEMIZED PAY
STATEMENTS; (15) FAILURE TO KEEP
ACCURATE RECORDS; (16) FAILURE
TO PAY WAGES UPON SEPARATION;
AND (17) CIVIL PENALTIES UNDER
PAGA**

DEMAND FOR JURY TRIAL

1 Plaintiffs Mhychelle Pieper (“Pieper”), Ana Nuno (“Nuno”), and Claudia Carson (“Carson”)
2 (collectively, “Plaintiffs”) hereby allege against Defendants CableConn Industries, Inc. (“CableConn”),
3 Sophann Hem (“Hem”), Michael Cruz (“Cruz”), and Lisa Coffman (“Coffman”) (collectively,
4 “Defendants”), as follows:

5 **INTRODUCTION**

6 1. Plaintiffs are three women who have suffered repeated sexual harassment, including
7 sexual battery, by CableConn supervisors Hem and Cruz during Plaintiffs’ employment at CableConn,
8 a cable manufacturing company located in San Diego. Plaintiffs Pieper and Nuno are former employees
9 of CableConn. Plaintiff Carson is a current employee.

10 2. CableConn management was alerted to this ongoing sexual harassment, including sexual
11 battery. Instead of appropriately investigating or addressing its supervisors’ misconduct, CableConn—
12 including its CEO and President, Lisa Coffman—protected Hem and Cruz, allowing them to remain in
13 positions where they could continue harassing Plaintiffs. CableConn also retaliated against Plaintiffs
14 and constructively discharged Pieper and Nuno, all while claiming to help them.

15 3. Mhychelle Pieper is a 24-year-old woman who was born and raised in Baguio,
16 Philippines, and immigrated to the U.S. in 2017. She graduated from University of the Cordilleras with
17 a bachelor’s degree in Management Accounting and Forensic Accounting.

18 4. Pieper began working at CableConn as a full-time senior cable assembler in January
19 2018. This was her first job out of college. Pieper’s work at CableConn involved working on the
20 assembly line, training new hires, and eventually training to be a Quality Control Inspector. Generally,
21 Pieper would work 10-hour shifts, three days a week, and 11-hour and 45-minute shifts, two days per
22 week; she regularly worked both on weekdays and weekends. Pieper did her job well and had no
23 disciplinary reports made against her until she reported sexual harassment in the workplace. Ultimately,
24 the ongoing sexual harassment, including sexual battery, and CableConn’s failure to respond, became
25 intolerable, and Pieper left CableConn in May 2019.

26 5. Throughout the fall of 2019, Pieper was subjected to repeated unwanted advances and
27 sexual harassment by Hem, one of her direct supervisors at CableConn. Then, in December 2018, at the
28 end of a gathering of CableConn employees to which Hem had invited her and during which he

1 repeatedly sexually harassed her, Hem sexually battered Pieper while she was asleep. Hem forcibly
2 touched Pieper's pelvic/genital region and tried to kiss her while seeking to restrain her as she awoke
3 and pushed him off. Pieper reported this sexual battery to CableConn management and police and
4 obtained a temporary civil restraining order. CableConn, in writing, agreed that the incident had likely
5 occurred and assured Pieper it would take appropriate steps to address it. But CableConn management
6 then failed to adequately investigate her complaint, take protective action, or take action against Hem.
7 CableConn also retaliated against Pieper after she reported the sexual harassment and battery, including
8 by writing her up and threatening to fire her for unfounded disciplinary infractions. Ultimately, working
9 conditions at CableConn became intolerable for Pieper and she resigned. She has experienced, and
10 continues to experience, extensive and severe emotional distress from the assault, made worse by
11 CableConn's inadequate and retaliatory response.

12 6. Ana Nuno is a 27-year-old woman who grew up in San Diego and who financially
13 provides for her young daughter. Nuno started working at CableConn full-time as an assembler and
14 solderer in or around August 2017. At CableConn, Nuno worked in the production department and was
15 responsible for soldering and assembling cable kits. Generally, she worked three 10-hour shifts and two
16 11-hour and 45-minute shifts per week. She regularly worked both on weekdays and weekends. Nuno
17 was good at her job and had no disciplinary issues. The ongoing sexual harassment and CableConn's
18 inadequate response to the harassment made the workplace intolerable. As a result, she left CableConn
19 in September of 2018.

20 7. During her employment at CableConn, Nuno was sexually harassed at CableConn by
21 both Hem and Cruz. At gatherings of CableConn employees, Hem forcibly kissed Nuno and forcibly
22 touched her breasts. Cruz also verbally harassed Nuno for nearly her entire tenure at CableConn,
23 including by repeatedly referring to women's genitals and breasts in obscene terms in her presence and
24 repeatedly propositioning her. This sexual harassment led to false rumors at CableConn that Nuno was
25 sexually involved with Cruz. CableConn management was informed of both Cruz's sexual and
26 inappropriate language and the false rumors that were circulating but did nothing, leaving Nuno to
27 continue to feel unsafe at work, to suffer emotional distress, and to feel that she had no choice but to
28 resign.

1 8. Claudia Carson is a 47-year-old woman of Mexican origin. Spanish is her primary
2 language, and English is not her native language. Carson is Nuno’s mother, and Carson’s husband
3 Orencio and young adult son Jorge also currently work at CableConn. Carson started as a temporary
4 employee of CableConn on July 5, 2018 and became a full-time, permanent employee in the production
5 department on August 13, 2018. Carson’s work at CableConn involves cable assembly. She generally
6 works an 8-hour and 30-minute shift each day, Monday through Friday, and one 5-hour and 45-minute
7 each Saturday.

8 9. Carson has been and continues to be sexually harassed by Cruz at CableConn, including
9 through sexual battery. Cruz has repeatedly made sexual and offensive comments toward Carson,
10 including pantomiming masturbation and orgasm while Carson performed work involving squeezing
11 glue out of syringes. More recently, Cruz has engaged in unwanted physical contact by touching
12 Carson’s buttocks and upper thighs. Carson reported this harassment to CableConn, which has failed to
13 take immediate and appropriate corrective action to address the conduct.

14 10. In sum, all three Plaintiffs—hardworking, dedicated CableConn employees—were (and
15 in Carson’s case, continue to be) harassed by CableConn supervisors, including through sexual battery.
16 Despite fear of retaliation, Plaintiffs reported the sexual harassment, including sexual assault, to
17 CableConn management. They did so with the hope that CableConn would treat their complaints fairly
18 and take appropriate remedial action. Unfortunately, CableConn did not. Rather, CableConn’s deficient
19 response added to Plaintiffs’ harms and has created and perpetuated an unsafe workplace.

20 11. As a result of Defendants’ egregious and unlawful conduct, and as detailed further
21 herein, Plaintiffs have suffered ongoing emotional distress, including but not limited to stress, anxiety,
22 panic attacks, loss of sleep, depression, and suicidal thoughts. Carson—a current employee—fears
23 being at work. Plaintiffs bring this lawsuit to seek redress for Defendants’ illegal conduct, including for
24 the emotional distress, pain, suffering, and other injuries they intentionally inflicted on Plaintiffs.

25 12. Plaintiffs each timely filed an administrative complaint under the provisions of the
26 California Fair Employment and Housing Act, Gov’t Code § 12940, *et seq.* (“FEHA”), and received
27 Notices of Case Closure, including Right to Sue Notices, which are all incorporated herein by
28 reference. *See Exhibit A.* Plaintiffs have thus exhausted all necessary administrative remedies.

13. CableConn also jeopardized the health and safety of its workers by failing to provide Plaintiffs with legally required meal breaks. California law requires employers to provide a meal break after five hours of work per day, and a second meal break after ten hours. An employer who fails to provide these required breaks must pay each employee a premium wage equivalent to one hour of work per day in which it fails to provide all required meal breaks. Despite regularly forcing Plaintiffs and other employees to work more than 10 hours, CableConn refused to provide the legally required meal breaks. CableConn similarly refuses to provide legally required meal breaks for shifts of between five and six hours. In addition to the foregoing, Plaintiffs bring this lawsuit to seek redress for Defendants' failures to provide these legally required meal breaks.

PARTIES

14. Plaintiff Mhychelle Pieper is a resident of San Diego County, California. She was employed by CableConn from approximately January 12, 2018 to May 3, 2019.

15. Plaintiff Ana Nuno is a resident of San Diego County, California. She was employed by CableConn from approximately August 31, 2017 to September 21, 2018.

16. Plaintiff Claudia Carson is a resident of San Diego County, California. She is a current CableConn employee, who has been with the company since approximately July 5, 2018. She also is Nuno's mother.

17. Defendant CableConn is a California corporation with its primary place of business in San Diego, California.

18. On information and belief, Defendant Sophann Hem is a resident of San Diego County, California. He is a current CableConn employee, and, on information and belief, was employed by CableConn in a supervisory role at all relevant times.

19. On information and belief, Defendant Michael Cruz is a resident of San Diego County, California. He is a current CableConn employee, and, on information and belief, was employed by CableConn in a supervisory role at all relevant times.

20. On information and belief, Defendant Lisa Coffman is a resident of San Diego County, California. On information and belief, Coffman is the Chief Executive Officer (“CEO”) and President of CableConn and held that position at all relevant times.

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21. Jurisdiction is proper in this Court pursuant to California Code of Civil Procedure § 410.10 because Plaintiffs' claims arise out of Defendants' wrongful actions in California, which caused damage to Plaintiffs in California. Jurisdiction further is proper because Defendants Cruz and Hem are domiciled in California and Defendant CableConn is incorporated in California. The amount in controversy exceeds \$25,000.00.

22. Venue is proper under California Code of Civil Procedure § 395 because CableConn is a corporation with its principal place of business in San Diego County and this action is based on conduct which took place within San Diego County.

GENERAL ALLEGATIONS

CableConn and Its Supervisors

23. CableConn is a privately-owned corporation specializing in custom wire, cable, and interconnect assembly that operates out of a facility in San Diego, CA. It has been in business since 1991. On information and belief, CableConn qualifies as an employer under FEHA given that it has employed more than 50 employees at all relevant times. Plaintiffs Nuno and Carson worked as cable assemblers in CableConn's production department, and Carson continues to work there. Plaintiff Pieper also worked initially in production before transitioning to Quality Control inspection training.

24. On information and belief, CableConn's CEO and President is Lisa Coffman. Coffman has served in those roles since 1991.

25. Sophann Hem has been employed in a supervisory role at CableConn since at least 2017. Hem worked with and held a supervisory role over Pieper throughout the first ten months of her employment at CableConn, until she transitioned to Quality Control inspection training. Hem also worked with and held a supervisory role over Ana Nuno during the last few months of her employment at CableConn. Hem's role as a supervisor included giving orders to workers in production, like Pieper and Nuno, which they were obligated to follow. Hem was also in charge of training new hires and answering their questions on the job. And Hem attended daily morning meetings with other CableConn supervisors, managers, and leads. On information and belief, Hem remains employed at CableConn as a supervisor.

26. Michael Cruz has also been employed in a supervisory role at CableConn since at least 2017. Cruz was Nuno's direct supervisor throughout most of her employment at CableConn. Cruz also works with and held a supervisory role over Carson. As a supervisor, Cruz administered training to new employees, served as main a source to answer their questions, and directed orders to workers in the production department. Cruz attended the same daily morning meetings of CableConn higher-ups as Hem. On information and belief, Cruz remains employed at CableConn and continues to occasionally serve in a supervisory role.

Plaintiff Mhychelle Pieper

A. *Hem's Sexual Harassment, Including Sexual Battery, of Pieper*

27. Plaintiff Mhychelle Pieper was subjected to sexual harassment, including sexual assault, by Sophann Hem, one of her supervisors at CableConn.

28. Throughout the fall of 2018, Hem repeatedly made remarks to Pieper at work about her being “a beautiful girl” and invited Pieper to social outings outside the office, such as a bonfire on the beach. Pieper consistently declined, but Hem persisted. Pieper observed Hem make similar invitations to other female employees, as well.

29. On Friday, December 7, 2018, while working the second shift with Pieper, Hem invited Pieper to go to a bar after work, claiming that other CableConn employees would be attending. Pieper specifically asked Hem if most of the CableConn employees who work the second shift were attending the outing and Hem responded “yes.” Based on that representation, Pieper agreed to go.

30. That evening, while at a bar with Hem and a small group of CableConn coworkers, Hem told Pieper that she was a “pretty girl” and said he needed a photo of her to store in his phone as a profile picture for her contact information. Although Hem’s request made Pieper uncomfortable, she complied because she understood it to be a request from a CableConn supervisor.

31. Around 9:30 p.m. that evening, while traveling with the group to a second bar, Hem repeatedly touched Pieper's back. This touching was unwanted by Pieper and made her uncomfortable. She felt pressured to acquiesce and stay silent, however, because Hem was a supervisor.

32. Hem's sexual harassment of Pieper continued at the second bar. Hem told Pieper that he needed to tell her something in private but that she "wasn't drunk enough." Pieper tried to brush Hem

1 off by ignoring him. Hem also made inappropriate remarks about a mutual colleague's supposed
2 romantic interest in Pieper.

3 33. At the end of the evening, the group went to the home of Sherwin Tala, one of the
4 CableConn workers at the gathering that night. During the van ride to Tala's home, Hem chose a rear
5 seat next to Pieper, even though there were other open seats available, and sat unnecessarily close to
6 Pieper, making her uncomfortable.

7 34. On the way to Tala's house, the group stopped at a pharmacy, where Hem purchased
8 vodka. Hem again told Pieper that he wanted her drunk so he could tell her something in private.

9 35. The group arrived at Tala's house shortly after midnight. Hem began to share with
10 Pieper details of his personal life, including that he and his wife had been separated for a year. Hem
11 took Pieper into the backyard and told her that he cared about her and liked her. He repeated that he
12 wanted to get her drunk, explaining that he did not want her to remember what he was admitting. Hem
13 also told Pieper that she was being used by their colleague, whom Hem believed had a romantic interest
14 in her. Hem claimed he could offer Pieper a "ladder" to escape her friendship with that colleague.

15 36. Pieper remained quiet while Hem made these statements. She was disturbed by and
16 uncomfortable from Hem's behavior and did not know how to respond.

17 37. When they went back inside, Pieper excused herself to the restroom. At this point, after
18 working a long shift at CableConn and going out afterward, she had been awake for 20 hours and was
19 exhausted. Pieper also was familiar with Tala's home, as they were friends, and felt comfortable there.
20 She went to the living room, laid down on the couch, and fell asleep. At this point, she was sober and
21 had been sober for some time. Hem was not in the room.

22 38. Shortly after 3:00 a.m., Pieper was awakened by Hem trying to move her body on the
23 couch. Hem then started rubbing Pieper's thighs with his hands. Pieper froze in shock and kept her eyes
24 closed, hoping Hem would believe she was asleep and leave her alone.

25 39. Hem did the opposite. He moved his hands further up Pieper's body and touched her
26 pelvic/genital region without her consent. Pieper immediately tried to move her body away from Hem,
27 but he then tried to pick her up and carry her. Pieper opened her eyes and saw that Hem was attempting
28 to kiss her. Pieper pushed him away and told him "No." Hem then ran out of the house.

1 40. Pieper began to hyperventilate. Tala’s brother-in-law, Bryan Lorenzo, appeared at the
2 top of the stairs and saw that Pieper was distraught. Pieper then texted Tala, explaining that she needed
3 help. Pieper told Tala what Hem had done to her. Tala went outside to look for Hem, but he was gone.

4 41. Pieper, distraught, left Tala’s house early that morning. She stayed in bed at home for
5 most of the day. That evening, Pieper ate dinner with Tala and discussed the assault. During that
6 conversation, Tala told Pieper that Hem had been insistent about wanting to drive Pieper home the
7 previous night, and that Lorenzo had seen Hem touching Pieper on the couch.

8 42. Pieper spent the rest of the weekend at home in bed, distraught and in shock. Pieper’s
9 next work shift—her first work shift after Hem’s assault—began at 5:45 a.m. on Monday,
10 December 10, 2018. She arrived nearly two hours early but parked at a nearby lot, fearful about what
11 would happen when she went into work and saw Hem. Pieper started her shift on time. She stepped out
12 briefly during her shift to contact the San Diego County police to report Hem’s assault. The police
13 advised Pieper to report the incident to her employer’s human resources department.

14 ***B. CableConn’s Inadequate Response to Pieper’s Complaints***

15 43. Later in the morning of December 10, 2018, Pieper reported Hem’s sexual assault to
16 Tom Schmiedeberg, the Controller of CableConn. At Pieper’s request, Tala and another colleague,
17 Ritchie Constantino, were present to provide Pieper with emotional support. Despite her discomfort and
18 embarrassment, Pieper explained to Schmiedeberg the details of Hem’s assault and requested that the
19 company investigate. Schmiedeberg told Pieper that she could leave work for the day.

20 44. Later that day, accompanied by Constantino, Pieper again reported Hem’s assault to the
21 San Diego County police. The responding officer prepared a police report and suggested that Pieper
22 apply for a temporary restraining order against Hem, which she promptly did.

23 45. Although Pieper continued to appear for work as scheduled following the assault, she
24 felt fearful of encountering Hem at work. CableConn had not informed her of any measures taken to
25 address the report of Hem’s assault, and, on information and belief, CableConn took no such measures.

26 46. For example, on December 11, 2018, the day following the assault, Pieper went to Lisa
27 Coffman, CableConn’s CEO, and asked when the company planned to investigate her complaint.
28 Coffman had no response, other than to say that Pieper would not be interviewed again anytime soon.

1 Coffman did not indicate if any others had been or would be interviewed in response to Pieper's
2 complaint. On information and belief, CableConn failed to adequately investigate and interview all
3 witnesses to Hem's assault of Pieper. On information and belief, CableConn also failed to keep Pieper's
4 complaints confidential and discouraged other employees from coming forward in support of Pieper.

5 47. During their conversation on December 11, 2018, Pieper told Coffman that she felt
6 anxious and unsafe being on the production floor because that would require her to be near Hem.
7 Coffman responded that Pieper could go home if she felt uncomfortable. Because Pieper was an hourly
8 employee, could not afford to lose wages, and had few remaining hours of paid leave at that time, she
9 felt that she had to stay despite her fears about working alongside Hem.

10 48. On December 12, 2018, during her regularly scheduled work shift that day, Pieper met
11 with Robert Purcell, another CableConn supervisor. Pieper reiterated her anxiety about encountering
12 Hem at work. Pieper also informed Purcell that CableConn supervisor Michael Cruz had started texting
13 her, asking Pieper questions about what happened between Pieper and Hem. Pieper was not friends
14 with Cruz and had not shared any information about the assault with Cruz. On information and belief,
15 Cruz had learned about the assault from Hem or another supervisor-level employee at CableConn.
16 Pieper explained to Purcell that these texts from Cruz were making her uncomfortable.

17 49. Purcell then arranged for Coffman, Schmiedeberg, and CableConn Operations
18 Supervisor Jay Means to meet again with Pieper that day. She was then asked to recount the assault to
19 everyone. Pieper felt uncomfortable providing graphic detail in that group setting. Her discomfort was
20 exacerbated by the attitude of her interviewers, who appeared hostile and indifferent to her distress.
21 Pieper became emotional and the interview was cut off prematurely. Later that same day,
22 Schmiedeberg approached Pieper and told her she would be interviewed further the next day and that
23 there would be "big changes" at CableConn.

24 50. On December 13, 2018, Pieper waited for Schmiedeberg to initiate the follow-up
25 interview. When she did not hear anything from him, Pieper sought out Schmiedeberg, and Pieper,
26 Schmiedeberg, and Coffman had another meeting. Pieper asked what "big changes" the company was
27 planning. Coffman responded evasively, stating only that changes would happen soon. Pieper explained
28 that she had not been going to the break room in an effort to avoid Hem, and that she only stayed in one

1 department and took breaks and lunch alone in her car. Coffman responded that CableConn is a small
2 company and that it was therefore difficult to isolate Hem.

3 51. At the conclusion of the meeting, Coffman stated that the company had determined that
4 this was a “he said, she said” situation and that, without additional evidence, there was nothing the
5 company could do for Pieper. Schmiedeberg told Pieper that the company would not be terminating
6 Hem. Neither Coffman nor Schmiedeberg provided any further information about steps that would be
7 taken to address Pieper’s report of Hem’s assault or otherwise protect Pieper from further sexual
8 harassment by Hem.

9 52. On December 14, 2018, a temporary civil harassment restraining order was granted
10 against Hem, requiring him to maintain a distance of at least 100 yards from Pieper outside of work and
11 at least 20 feet from Pieper at work. Pursuant to a February 11, 2019 letter to CableConn from the
12 Center for Community Solutions, a local relationship violence and sexual assault advocacy organization
13 that assisted Pieper in obtaining the restraining order, CableConn was notified of the existence and
14 terms of the restraining order against Hem.

15 53. On December 17, 2018, Pieper was called into another meeting with Coffman and
16 Means. In front of Pieper, Coffman signed a written memorandum purporting to summarize the results
17 of CableConn’s investigation. The memorandum stated that, “following our [CableConn’s]
18 investigation, we have determined that this incident *most likely did occur* in violation of Company
19 policy. Management is taking immediate action to address this violation and ensure your safety and the
20 safety of other employees.” **Exhibit B** (emphasis added).

21 54. Coffman suggested that Pieper get counseling and that CableConn would help her find
22 and pay for a therapist. Coffman further assured Pieper that CableConn would take steps to ensure that
23 Hem did not come into contact with Pieper again.

24 **C. CableConn’s Retaliation Against and Constructive Discharge of Pieper**

25 55. CableConn did nothing to facilitate Pieper finding a therapist, however, and Pieper was
26 left to pursue treatment on her own. CableConn also did not take any affirmative steps to ensure that
27 Hem did not continue to harass Pieper or other employees. Rather, CableConn restricted Pieper’s
28 movements, not Hem’s. Pieper was required to stay in the Quality Control (QC) department, while

1 Hem was permitted to roam the production floor.

2 56. On information and belief, CableConn management, including Coffman, were not at
3 relevant times trained or experienced in proper protocol for handling claims of sexual harassment and
4 sexual battery, and CableConn did not at relevant times have appropriate policies and practices in place
5 concerning addressing sexual harassment, including sexual battery. On information and belief,
6 CableConn management, including Coffman, was not properly equipped to and did not properly
7 address the sexual harassment and sexual battery reported by Pieper. Rather, CableConn retaliated
8 against Pieper and her supporters, exacerbating the harm to her.

9 57. On information and belief, in or around late December 2018 or early January 2019,
10 CableConn management told the other CableConn employees who had been present the evening of
11 Hem's assault of Pieper—Tala and Ivan Galang—that CableConn's investigation had concluded and
12 that Tala and Galang should "drop" the issue. CableConn management made these statements to Tala
13 and Galang in the presence of Hem. On or around January 14 and 15, 2019, Tala and Galang told
14 Pieper they could no longer support her in the restraining order proceedings. On information and belief,
15 on January 16, 2019, CableConn also terminated a coworker who had been vocally supportive of Pieper
16 on January 16, 2019.

17 58. In the coming weeks and months, Pieper felt abandoned, anxious, and scared about
18 working in proximity to Hem. These feelings were exacerbated by CableConn's inadequate response to
19 her report of Hem's sexual assault. Upon information and belief, CableConn had not taken any steps to
20 restrict Hem's movements, provide for her safety, or otherwise discipline Hem or interview relevant
21 witnesses. On one occasion, Pieper left work to find a screw impaled in the tire of her car. She started
22 carrying pepper spray for self-protection. She struggled with depression and attempted to take her own
23 life. Pieper was distraught, and eventually called a sexual assault hotline and started seeing a therapist.

24 59. On January 18, 2019, Pieper missed a call from a phone number that she believed might
25 be her therapist. Pieper had notified CableConn that she might need to take phone calls at work in
26 connection with her restraining order proceeding, and had understood that she would be granted latitude
27 to do so. When her phone rang again, she briefly left her workstation to answer the call. When she
28 returned, Coffman angrily confronted her. Coffman told Pieper that she was "starting to get fed up"

1 with her. Coffman recited the company policy prohibiting the use of cell phones on the production floor
2 and threatened Pieper with termination if she was caught using her phone again. Coffman sent Pieper
3 home early, forcing her to miss wages, and later issued her a disciplinary notice in connection with the
4 incident. This was the first time in her employment at CableConn that Pieper had ever been issued a
5 disciplinary notice.

6 60. On January 21, 2019, Coffman and Means met with Pieper and provided her with a
7 written notice documenting her purported violations of CableConn policy. The notice claimed that
8 Pieper was being disciplined for attempting to speak with Tala and Galang in a room from which Pieper
9 was restricted, for using a cell phone without authorization, and for carrying pepper spray. Pieper
10 explained that she had used the cell phone because she believed her therapist was calling her and that
11 she had started carrying pepper spray for her own safety. Pieper further explained that she had been
12 attempting to speak with Tala and Galang about the restraining order and that the disciplinary notice
13 had mischaracterized their communications. Pieper wrote her explanations in the “employee comment”
14 section of the disciplinary notice.

15 61. Pieper supplemented her written response to the disciplinary notice on January 25, 2019
16 to memorialize that she had been deprived training opportunities as a result of CableConn’s
17 mishandling of her complaint. During this timeframe, Pieper was supposed to be in training for a
18 promotion to the position of Quality Control Inspector. Such training normally would have required her
19 to be trained to rove the production floor to check for errors. Since Pieper reported Hem’s assault to
20 CableConn in December, however, she had been restricted to the QC department and deprived of such
21 training opportunities.

22 62. On January 29, 2019, Pieper had another meeting with Coffman and Means. At this
23 meeting, Pieper signed the amended disciplinary notice that included her comments and augmented
24 response. Coffman then handed Pieper a signed letter on CableConn letterhead, which purported to
25 address Pieper’s complaints regarding her deficient training for the promotion. The letter admitted that
26 CableConn had purposefully halted Pieper’s training to help Hem comply with the restraining order.
27 The letter claimed that because Hem’s work assignments required him to be in the areas of production
28 on short notice, the company needed to “revise the near-term focus” of Pieper’s training. The letter

1 maintained this was a temporary situation and that Pieper would resume training as soon as it was
2 “feasible,” but gave no end date to the suspension of her training nor a plan as to how training would
3 become feasible.

4 63. Pieper obtained counsel, who wrote to CableConn on February 11, 2019, demanding,
5 among other things, that proper measures be taken so that Pieper could continue her training for the
6 promotion. Two weeks later, on or around February 25, 2019, Coffman met with Pieper to say that she
7 had received the letter and would respond to Pieper’s concerns about training; however, Coffman never
8 did address those concerns.

9 64. On or around March 26, 2019, Coffman again met with Pieper and told her that she was
10 not aware of any further misconduct by Hem and that Pieper should therefore feel “safe” at work. This
11 comment upset Pieper, as Coffman appeared to be suggesting that Pieper should move past the assault,
12 despite CableConn’s failure to properly acknowledge or address it. During that same meeting, Coffman
13 also asked Pieper for her input as to how both she and Hem could have successful careers at
14 CableConn. Pieper also was distressed by this question, as Coffman seemed to be putting pressure on
15 Pieper, the victim of the assault, to help her assailant.

16 65. Pieper continued to work at CableConn for another month, but her work environment
17 remained intolerable. Hem was never disciplined, Pieper never received the training or support she was
18 promised, and Pieper continued to feel unsafe at CableConn. As a result, Pieper felt forced to resign.
19 Her last day at CableConn was May 3, 2019.

20 **Plaintiff Ana Nuno**

21 66. Plaintiff Ana Nuno also was subject to sexual harassment by Hem, as well as sexual
22 harassment by Michael Cruz, both of whom were her supervisors at CableConn.

23 **A. *Hem’s Sexual Harassment and Battery of Nuno***

24 67. Prior to his sexual battery of Pieper, Hem committed sexual battery of Nuno on two
25 separate occasions.

26 68. On August 25, 2018, Hem attended the birthday party of Nuno’s mother and CableConn
27 co-worker, Plaintiff Claudia Carson. During the party, Hem took Nuno aside and stated that she should
28 not give him any alcohol because he did not know what would happen if she did. Nuno became

1 uncomfortable and walked away from Hem. Later, guests began to dance, and Hem asked Nuno to
2 dance with him. He appeared drunk and, although Nuno told him no, he continued to pressure her to
3 dance with him. Nuno left the room to avoid Hem. When she returned, Hem was sitting near her seat.
4 Hem reached out to hug her and forcibly kissed her neck. Nuno pulled away, alarmed and
5 uncomfortable. She left the party, went to her room for around twenty minutes, and avoided Hem until
6 he left the house.

7 69. A few weeks later, on September 8, 2018, Nuno went with co-workers, including
8 Carson, on an outing to a bowling alley. When Nuno arrived, she saw that Hem was also there. Hem
9 approached Nuno and Carson and said, “Ana talks too much, but I know how to shut her up. . . I’ll just
10 ‘chi-chi’” (a slang term for breasts). He then forcibly tapped Nuno’s breasts. Nuno was offended and
11 embarrassed, and both she and her mother were shocked. Nuno avoided Hem for the rest of the
12 evening, and he eventually left. Hem later sent Nuno text messages telling her words to the effect of
13 “it’s you” and “I’ve always wanted you.” Hem continued to send Nuno harassing text messages,
14 propositioning her and inviting her to social gatherings outside of the workplace, throughout the rest of
15 her employment at CableConn and even after she had departed CableConn. Nuno did not welcome
16 these text messages and found it distressing to receive them. She consistently either did not respond to
17 Hem’s messages or asked him to stop sending her such messages.

18 ***B. Cruz’s Sexual Harassment of Nuno***

19 70. Another CableConn supervisor, Michael Cruz, also routinely and persistently sexually
20 harassed Nuno while she was employed at CableConn. Cruz was Nuno’s direct supervisor between
21 approximately August 2017 and July 2018, and he harassed her throughout nearly that entire period.

22 71. Within Nuno’s first few weeks at CableConn, Cruz repeatedly asked Nuno to go out to
23 eat or get coffee with him. Nuno did not welcome these invitations and declined them. On information
24 and belief, Cruz was married during this period to a woman who lived in the Philippines, although he
25 would claim to others that he was single.

26 72. From approximately September 2017 through January 2018, in addition to supervising
27 Nuno, Cruz was responsible for training Nuno. During that time, Cruz repeatedly propositioned Nuno,
28 even though she continued to rebuff his advances. Cruz also routinely and deliberately used offensive

1 sexual language, including slang terms for genitalia, in front of Nuno and other CableConn employees.
2 Cruz continued to use such language after Nuno and another female coworker told him they were
3 offended and asked him to stop.

4 73. In or around December 2017, Nuno learned that as a result of Cruz's advances,
5 CableConn employees had begun spreading sexual rumors about Nuno, claiming she was Cruz's
6 mistress. These rumors made Nuno upset and uncomfortable. She was embarrassed and felt she was
7 being judged for something she had never done.

8 **C. CableConn's Inadequate Response to Complaints About Cruz's Conduct**
9 **Toward Nuno**

10 74. In or around January 2018, a female coworker of Nuno's reported Cruz's offensive
11 sexual language to Jay Means. On information and belief, Means did not investigate this complaint.

12 75. Shortly thereafter, Nuno also complained to Means about Cruz's inappropriate and
13 offensive comments and about the propagation of rumors that she was Cruz's mistress. Means
14 responded that he had not heard the rumors and denied they were circulating. On information and
15 belief, Means did not investigate Nuno's complaints.

16 76. CableConn allowed Cruz to remain in the same supervisory position over Nuno and her
17 coworker who had complained of Cruz's offensive sexual language until approximately July 2018, at
18 which point Cruz was transferred to another department within the company. On information and
19 belief, Cruz was never disciplined for his behavior toward Nuno or her coworker. Cruz continued to
20 harass Nuno even after they worked in different departments, making suggestive comments to her when
21 he saw her at CableConn.

22 **D. CableConn's False Promises of Nuno's Professional Development**

23 77. CableConn's poor treatment of Nuno manifested not only in its failure to take her report
24 of sexual harassment seriously, but also in its false promises to Nuno regarding her professional
25 development. *First*, when Nuno first accepted a position at CableConn, Schmiedeberg informed her
26 that her pay would be reviewed for a raise after she obtained a "J-standard certification" in soldering.
27 However, when Nuno achieved the J-standard certification in July 2018, her pay was never
28 subsequently reviewed or raised. *Second*, Nuno was told by Schmiedeberg at a February 2018

1 performance evaluation that she would receive a follow-up performance evaluation on September 1,
2 2018, which would present an opportunity for a pay increase. However, CableConn never conducted
3 the promised performance evaluation. *Third*, in the paperwork concerning Nuno's February 2018
4 performance evaluation, CableConn management indicated that she should have the possibility to be
5 trained for a lead-in-training for coax position. However, on information and belief, when the
6 opportunity for such a training became available, Nuno was not informed and was not afforded the
7 opportunity to apply for it.

8 ***E. CableConn's Constructive Discharge of Nuno***

9 78. Nuno experienced depression, anxiety, and shame due to the sexual harassment and
10 sexual battery she endured from CableConn supervisors and CableConn's failure to properly respond to
11 her complaints. She feared she would be retaliated against for complaining about Cruz due to his
12 position of authority. She also feared that CableConn would retaliate against her family members who
13 also work for CableConn. Further, Nuno felt CableConn treated her poorly by failing to make good on
14 its promises to afford her opportunities to develop professionally. These experiences led her to believe
15 that CableConn was an unsafe workplace. As a result, Nuno felt she had no choice but to resign. Her
16 last day at CableConn was September 21, 2018.

17 **Plaintiff Claudia Carson**

18 ***A. Cruz's Sexual Harassment, Including Sexual Battery, of Carson***

19 79. After Nuno's departure from CableConn, Cruz began targeting Nuno's mother, Claudia
20 Carson, with sexual harassment, including sexual battery.

21 80. In or around the fall of 2018, Cruz approached Carson's workstation at CableConn and
22 made sexual noises and pantomimed masturbation while Carson and a female coworker and were
23 working to squeeze glue out of syringes. In or around late 2018, Cruz told Carson that he wanted to
24 take her young son, who also works at CableConn, to a brothel in Tijuana (which Cruz had openly
25 discussed frequenting in front of Carson and other female coworkers). In or around early 2019, while
26 Carson was working at a computer, Cruz came up behind her and blew on the back of her neck. In or
27 around May 2019, Cruz made a sexualized racial joke to Carson about her daughter Nuno's fiancé.
28 Carson also witnessed Cruz using offensive sexual language, including slang terms for genitalia,

multiple times in the workplace. Carson asked Cruz to stop his harassing conduct, but Cruz would laugh and dismiss her in response.

81. In or around September 2019, Cruz's sexual harassment became physical. He forcibly touched Carson's buttocks and leg while walking by her, even though there was ample room for him to pass without making unwanted physical contact.

82. Carson verbally reported Cruz's continued sexual harassment and sexual battery to CableConn management on or around September 25, 2019 and filed a formal written complaint on October 2, 2019.

B. CableConn's Inadequate Response to Carson's Complaints

83. After Cruz forcibly touched her buttocks and legs in September 2019, Carson verbally reported Cruz's sexual harassment and assault to CableConn management and also filed a written complaint in Spanish, her primary language. CableConn claimed to conduct an "investigation," and provided Carson a document describing the conclusion of that inquiry on October 30, 2019.

84. CableConn's claimed "investigation" was grossly unfair, inadequate, and traumatizing. Coffman prejudiced the outcome of the investigation by (as with Pieper) telling Carson before the investigation was complete that it was a "he said, she said" situation and the company would not be able to do anything. Coffman and Schmiedeberg failed to provide appropriate Spanish translation and interpretation throughout the inquiry process, despite Carson's requests that they do so and their knowledge that English is not her primary language. They also denied her the opportunity to have her counsel present and asked inappropriate questions during their interviews with her about her conversations with counsel.

85. CableConn's written conclusion of the "investigation" claimed that "CableConn is unable to conclude that company policy has been violated based on the fact that witnesses have not corroborated the claims"—an incorrect standard for assessing sexual harassment claims that would immunize CableConn from responsibility for any sexual harassment occurring without third parties present. CableConn then tried to pressure Carson into signing an acknowledgment of the "investigation's" findings by stating they would note her refusal to do so in her file.

86. Finally, CableConn failed to take appropriate corrective action to address Cruz's

1 ongoing harassment, stating merely that management had a “discussion with [him] regarding the
2 complaint and reiterated [its] harassment policies with him.” CableConn further stated that it “will
3 minimize interactions between [Ms. Carson] and Mr. Cruz, although because [they] work in the same
4 building and department, occasional interaction for purely business purposes may be necessary.”

5 **Exhibit C.**

6 87. Despite CableConn’s statement that it would minimize interactions between Carson and
7 Cruz to occasional interactions for necessary business purposes, CableConn has failed to do so. Cruz
8 and his associates continued to harass Carson. On November 21 and 22, 2019, Cruz slowly circled
9 Carson’s workstation for no work-based reason, in an apparent attempt to intimidate her. Cruz also
10 informed certain co-workers of Carson’s complaint to management, and these associates of Cruz
11 thereafter have mocked Carson by clasping their hands behind their backs to mock Carson’s fear of
12 sexual battery when she walks near them. On November 22, 2019, Carson complained of Cruz’s
13 ongoing harassment to CableConn management. CableConn, however, dismissed her complaint without
14 investigation. In March of 2020, in an effort to better her soldering skills, Carson requested a training
15 session. CableConn management selected Cruz to administer a one-on-one soldering training to Carson
16 for about an hour, alone and separated from other employees. CableConn management did not provide
17 any explanation to Carson why it chose Cruz, and on information and belief, Cruz has not been tasked
18 with providing such training to any other CableConn employee. Selecting Cruz to administer the
19 training violated CableConn’s aforementioned statement assuring Carson it would minimize her
20 interactions with Cruz as well as its legal duty to mitigate sexual harassment.

21 **Defendants’ Unlawful Actions Have Injured Plaintiffs**

22 88. The trauma Plaintiffs have experienced at CableConn has taken a physical,
23 psychological, and emotional toll on them.

24 89. Prior to working at CableConn, Pieper was a happy, positive person who was social,
25 hard-working, and open. Since the assault, Pieper has required therapy and has struggled with
26 depression, paranoia, anxiety, and suicidal tendencies. Although Pieper now has a new job, she is still
27 fearful when she encounters men who look like Hem and remains afraid of him. She is also aware that
28 Hem continues to work at CableConn without consequence and is afraid of what he might do to other

1 female employees.

2 90. Nuno left CableConn because she did not feel safe, including due to CableConn's
3 reckless disregard for the welfare of its women employees. Those feelings of anxiety and insecurity
4 have followed Nuno to her next job. Additionally, Hem has continued to harass her since her departure
5 from CableConn, including with unwelcome text messages.

6 91. Carson remains employed at CableConn and, as described above, goes to work each day
7 fearful of further sexual harassment or assault from Cruz and that CableConn will do nothing to stop it.
8 Carson has medical issues that are exacerbated by the stress from working for a company that has a
9 pattern and practice of engaging in sexual harassment and retaliation and failing to protect its women
10 employees, including herself and her daughter, against assault. Carson also lives in constant fear that
11 her husband and son, who also work at CableConn, will be retaliated against because she complained
12 about Cruz's assault.

13 **CableConn's Failure to Provide Legally Required Meal Breaks**

14 92. In addition to its failures to protect Plaintiffs from workplace sexual harassment and to
15 address their complaints of sexual harassment, including sexual battery, as well as its retaliation against
16 Plaintiffs for reporting sexual harassment, CableConn has also repeatedly failed to comply with the
17 meal break requirements of the California Labor Code. The California Labor Code requires that
18 employers provide a 30-minute off-duty meal period for every shift exceeding five hours, and an
19 additional 30-minute meal period for every shift exceeding 10 hours.

20 93. CableConn did not provide all required meal breaks to Pieper, Nuno, or Carson. On
21 information and belief, CableConn does not provide the requisite meal breaks to any employees.

22 94. CableConn regularly requires employees to work shifts exceeding 10 hours but
23 consistently does not provide requisite off-duty meal breaks during those shifts. CableConn also
24 requires employees to work shifts between five and six hours but consistently does not provide requisite
25 off-duty meal breaks during those shifts.

26 95. Employers and employees may mutually agree to waive the first meal period for shifts
27 that do not exceed six hours or the second meal period for shifts that do not exceed 12 hours, but
28 Plaintiffs Pieper and Nuno never agreed to such waivers.

1 96. Although Carson was forced to sign a purported meal break waiver as a condition of
2 employment at hiring, her “waiver” was illusory and invalid. Carson felt that she had no choice other
3 than to sign the form, which was included in a packet of documentation that she was required to sign
4 when she started her employment at CableConn, and the purported waiver form was neither explained
5 to her nor provided to her in Spanish, her primary language.

6 **A. *Failure to Pay Premium Wages for Missed Meal Periods***

7 97. Pursuant to Labor Code § 512 and IWC Wage Order No. 4-2001 § 11, Plaintiffs and
8 other affected CableConn workers were entitled to receive one 30-minute meal period for each shift
9 exceeding five hours, and two 30-minute meal periods for each shift exceeding 10 hours.

10 98. Pursuant to Labor Code § 226.7 and IWC Wage Order No. 4-2001 § 11, Plaintiffs and
11 other affected CableConn employees are entitled to one additional hour of premium wages for each
12 workday that CableConn failed to provide all required off-duty meal periods.

13 99. CableConn regularly required Plaintiffs and other affected CableConn workers to work
14 shifts exceeding 10 hours without providing either a second 30-minute off-duty meal period or
15 premium wages. CableConn management inaccurately represented to Plaintiffs that they were entitled
16 to a second meal period only for shifts exceeding 12 hours.

17 100. CableConn regularly required Plaintiffs and other affected CableConn workers to work
18 shifts of between five and six hours without providing either a 30-minute off-duty meal period or
19 premium wages.

20 101. Under Labor Code § 204, the premium wages CableConn failed to pay to Plaintiffs and
21 other affected CableConn workers were due and owed on a semimonthly basis.

22 **B. *Failure to Provide Accurate Itemized Pay Statements***

23 102. CableConn’s itemized pay statements for Plaintiffs do not include the premium wages
24 owed as a result of CableConn’s failure to provide all required off-duty meal periods. On information
25 and belief, CableConn’s pay statements for other CableConn employees also fail to reflect premium
26 wages owed as a result of CableConn’s failure to provide all required off-duty meal periods.

27 103. By failing to accurately itemize the premium wages owed to Plaintiffs and other affected
28 CableConn employees, CableConn has failed to provide accurate itemized pay statements to its

employees, as required by Labor Code § 226(a).

C. Failure to Keep Accurate Records

104. CableConn's payroll records for Plaintiffs do not include the premium wages owed as a result of CableConn's failure to provide all required off-duty meal periods. On information and belief, CableConn's payroll records for other CableConn employees also fail to reflect premium wages owed as a result of CableConn's failure to provide all required off-duty meal periods.

105. By failing to accurately account for premium wages owed to Plaintiffs and other affected CableConn employees, CableConn has failed to maintain accurate, centralized payroll records for all employees, as required by Labor Code § 1174(d) and IWC Wage Order No. 4-2011 § 7.

D. Failure to Pay All Wages Due and Owed Upon Termination

106. As a result of CableConn's failure to pay premium wages for missed meal periods, Pieper, Nuno, and other affected former CableConn employees did not receive all compensation due to them in their final paychecks. Accordingly, Pieper, Nuno, and other affected former CableConn employees did not receive all wages due upon termination of their employment with CableConn, as required under Labor Code § 201–203.

FIRST CAUSE OF ACTION
SEXUAL BATTERY (Civil Code Section 1708.5)
(Plaintiffs Mhychelle Pieper and Ana Nuno Against Defendant Hem;
Plaintiff Claudia Carson Against Defendant Cruz)

107. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation set forth in the preceding paragraphs, as if set forth fully below.

108. In doing the acts described above, Hem acted with the intent to make an offensive contact with Pieper and Nuno. In doing the acts described above, Cruz acted with the intent to make an offensive contact with Carson.

109. Hem and Cruz did, in fact, bring themselves into offense and unwelcome contact with Plaintiffs as described above. At all relevant times, Plaintiffs found this contact to be offensive to their persons and dignity.

110. As described above, Hem subjected Pieper and Nuno to unconsented and intentional invasions of their right to be free from offensive and harmful physical contact. As described above,

1 Cruz subjected Carson to unconsented and intentional invasions of their right to be free from offensive
2 and harmful physical contact.

3 111. As a direct and proximate result of Hem and Cruz's actions, Plaintiffs have suffered and
4 will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress,
5 and they will incur medical expenses for treatment by psychotherapists and other health professionals
6 and for other incidental expenses. Plaintiffs are thereby entitled to general and compensatory damages
7 in amounts to be proven at trial.

8 112. Hem and Cruz's conduct was malicious and oppressive, and done with a conscious
9 disregard of Plaintiffs' rights. Because Hem and Cruz held supervisory positions at CableConn, they
10 abused and betrayed their relationship of trust and confidence. Pieper and Nuno are entitled to punitive
11 damages from Hem, and Carson is entitled to punitive damages from Cruz, in amounts to be
12 determined at trial.

13 **SECOND CAUSE OF ACTION**
14 **BATTERY**

15 (Plaintiffs Mhychelle Pieper and Ana Nuno Against Defendant Hem;
16 Plaintiff Claudia Carson Against Defendant Cruz)

17 113. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation set
18 forth in the preceding paragraphs, as set forth fully below.

19 114. In doing the acts described above, Hem made physical contact with Pieper and Nuno
20 with the intent to harm or offend them. In doing the acts described above, Cruz made physical contact
21 with Carson with the intent to harm or offend her.

22 115. As described above, Hem subjected Pieper and Nuno to unconsented and intentional
23 violations of their interests in freedom from intentional, unlawful, harmful, and offensive physical
24 contact. As described above, Cruz subjected Carson to unconsented and intentional violations of her
25 interest in freedom from intentional, unlawful, harmful, and offensive physical contact.

26 116. A reasonable person in Plaintiffs' position would have been offended by the physical
27 touching that Hem and Cruz subjected them to.

28 117. As a direct and proximate result of Hem's and Cruz's actions, Plaintiffs were harmed.
Plaintiffs have suffered and will continue to suffer pain and suffering, extreme and severe mental

1 anguish and emotional distress, and they will incur medical expenses for treatment by psychotherapists
2 and other health professionals and for other incidental expenses. Plaintiffs are thereby entitled to
3 general and compensatory damages in amounts to be proven at trial.

4 118. Hem and Cruz's conduct was malicious and oppressive, and done with a conscious
5 disregard of Plaintiffs' rights. Because Hem and Cruz held supervisory positions at CableConn, they
6 abused and betrayed their relationship of trust and confidence. Pieper and Nuno are entitled to punitive
7 damages from Hem, and Carson is entitled to punitive damages from Cruz, in amounts to be
8 determined at trial.

9 **THIRD CAUSE OF ACTION**
10 **SEXUAL HARASSMENT IN VIOLATION OF FEHA, GOV'T CODE 12940, *et seq.***
(All Plaintiffs Against Defendants CableConn, Hem, and Cruz)

11 119. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation set
12 forth in the preceding paragraphs, as if set forth fully below.

13 120. Plaintiffs were employees of CableConn at all relevant times. As described above,
14 Plaintiffs were subjected to severe, pervasive, and unwanted harassing conduct from Hem and Cruz
15 because they are women.

16 121. Plaintiffs reported Hem and Cruz's sexually harassing conduct to CableConn and took
17 all reasonable steps to avoid them at work.

18 122. Reasonable women in Plaintiffs' circumstances would have considered the work
19 environment hostile and abusive, and Plaintiffs considered their work environments hostile and
20 abusive.

21 123. CableConn is strictly liable for Hem and Cruz's sexual harassment because Hem and
22 Cruz were supervisors at all relevant times. Hem had authority to direct Pieper's and Nuno's work
23 activities and had influence over their work assignments, schedule, responsibilities, and discipline. Cruz
24 had authority to direct Nuno's and Carson's work activities and had influence over their work
25 assignments, schedule, responsibilities, and discipline.

26 124. CableConn knew of Hem and Cruz's conduct, yet failed to take immediate and
27 appropriate corrective action. CableConn's failure to take immediate and appropriate corrective action
28 was a substantial factor in causing Plaintiffs' harm.

125. As a direct result of Defendants' sexual harassment, including sexual battery, Plaintiffs have suffered and will continue to suffer pain, extreme and severe mental anguish and emotional distress. Plaintiffs have incurred and will continue to incur medical expenses and other incidental expenses. They have suffered a loss of earnings and other employment benefits and job opportunities. Plaintiffs are thereby entitled to general and compensatory damages in amounts to be proven at trial.

126. CableConn had knowledge that Defendants Hem and Cruz were likely to inflict injury on Plaintiffs but continued to employ Defendants with conscious disregard for their rights or the safety of others, justifying an award of exemplary and punitive damages.

FOURTH CAUSE OF ACTION
FAILURE TO PREVENT SEXUAL HARASSMENT IN VIOLATION OF FEHA, GOV'T
CODE § 12940(k)
(All Plaintiffs Against Defendant CableConn)

127. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation set forth in the preceding paragraphs, as if set forth fully below.

128. CableConn failed to take immediate preventative and corrective steps reasonably calculated to prevent Plaintiffs' sexual harassment.

129. As an actual and proximate result of CableConn's conduct, Plaintiffs have suffered and continue to suffer emotional distress, including but not limited to humiliation, embarrassment, anger, and worry, all of which is substantial and continues to the present.

130. CableConn failed to express strong disapproval of sexual harassment, inform and explain to Plaintiffs its policies against sexual harassment and what procedures were available to report harassment to CableConn and/or about Plaintiffs' legal rights to a harassment-free workplace, or develop appropriate sanctions for those who commit sexual harassment.

131. CableConn knew and/or should have known of the sexual harassment by Hem and Cruz. CableConn was informed of the harassing conduct of Hem and Cruz and ratified, approved, and authorized that conduct. CableConn failed to take preventative actions to avoid that conduct, and subsequently failed to stop and/or further prevent the same conduct.

132. Prior to the incidents alleged herein, CableConn failed to provide to its supervisory employees, including but not limited to Hem and Cruz, effective training and education regarding

1 sexual harassment and retaliation, the prohibition against and the prevention and correction of sexual
2 harassment, and the remedies available to victims of sexual harassment; all in violation of its duties as
3 an employer under Gov't Code § 12950.1.

4 133. CableConn's failure to take all reasonable steps to prevent sexual harassment was a
5 substantial factor in causing Plaintiffs' harm.

6 134. CableConn's actions as described above were done with oppression, fraud, and/or
7 malice and in reckless disregard of Plaintiffs' rights under FEHA, justifying an award of exemplary and
8 punitive damages.

9 **FIFTH CAUSE OF ACTION**
10 **NEGLIGENT SUPERVISION AND RETENTION IN VIOLATION OF FEHA**
(All Plaintiffs Against Defendant CableConn)

11 135. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation set
12 forth in the preceding paragraphs, as if set forth fully below.

13 136. CableConn hired Hem and Cruz and employed them in supervisory roles.

14 137. Hem and Cruz became unfit to perform the work for which they were hired because they
15 engaged in sexually harassing conduct of their subordinates, up to and including sexual battery.

16 138. CableConn knew or reasonably should have known that Hem and Cruz were engaging in
17 the unlawful employment practices described herein, and that that allowing them to remain in their
18 roles created a risk to women employees at CableConn.

19 139. As described above, Hem and Cruz's unfitness harmed Plaintiffs.

20 140. CableConn's negligence in supervising and retaining Hem and Cruz was a substantial
21 factor in causing Plaintiffs' harm.

22 **SIXTH CAUSE OF ACTION**
23 **RETALIATION IN VIOLATION OF FEHA, GOV'T CODE § 12940, et seq.**
(Plaintiff Mhychelle Pieper Against Defendant CableConn)

24 141. Plaintiff Mhychelle Pieper repeats, realleges, and incorporates by reference each and
25 every allegation set forth in the preceding paragraphs, as if set forth fully below.

26 142. Pieper reported Hem's sexual battery to CableConn.

27 143. In response to Pieper's complaint, CableConn subjected her to adverse employment
28 actions, including by restricting her to the QC room, thereby preventing her from continuing her roving

1 and set-up training, and by threatening to terminate her employment for carrying pepper spray,
2 confronting her co-workers about Hem's conduct, and answering a phone call.

3 144. CableConn's actions were adverse employment actions because they materially and
4 adversely affected the terms, conditions, or privileges of Pieper's employment and were reasonably
5 likely to impair Pieper's job performance and prospects for advancement or promotion.

6 145. Pieper was subjected to a change in work responsibilities and the threat of termination
7 for minor infractions as a direct result of Hem's assault and her report to CableConn about the assault.

8 146. Pieper's complaint about Hem was a substantial motivating reason for CableConn's
9 decision to take these adverse actions.

10 147. Pieper was harmed by CableConn's actions, and CableConn's actions were a substantial
11 factor in causing Pieper harm. As a direct and proximate result of CableConn's willful, knowing, and
12 intentional discrimination against Pieper, she has suffered and will continue to suffer pain, extreme and
13 severe mental anguish and emotional distress. Pieper has incurred and will continue to incur medical
14 expenses and other incidental expenses. She has suffered a loss of earnings and other employment
15 benefits and job opportunities. She is therefore entitled to general and compensatory damages in
16 amounts to be proven at trial.

17 148. On information and belief, the outrageous conduct described above was done with fraud,
18 oppression, and/or malice and in reckless disregard of Pieper's rights under FEHA. CableConn's
19 officers, managing agents, and/or supervisors authorized, condoned, and/or ratified such outrageous
20 conduct, justifying an award of exemplary and punitive damages.

21 **SEVENTH CAUSE OF ACTION**
22 **VIOLATION OF CIVIL CODE § 51.7 & 52 (RALPH CIVIL RIGHTS ACT)**
23 Plaintiffs Pieper and Nuno against Hem; Plaintiffs Nuno and Carson against Cruz;
24 All Plaintiffs against Defendants Cable Conn and Coffman

25 149. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation set
26 forth in the preceding paragraphs, as if set forth fully below.

27 150. Civil Code Section 51.7, the Ralph Civil Rights Act, provides that "all persons within
28 the jurisdiction of this state have the right to be free from any violence, or intimidation by threat of
violence, committed against their persons" on account of gender.

1 151. Defendants committed acts of gender violence against the Plaintiffs by committing a
2 physical intrusion or physical invasion of a sexual nature, or threatening such, under coercive
3 conditions as set forth above.

4 152. Additionally, Civil Code Section 52 establishes liability for those who aid, incite or
5 conspire to deny Plaintiffs the rights guaranteed by Section 51.7. Defendants CableConn and Coffman
6 aided, incited, or conspired to deny Plaintiffs their rights guaranteed by Civil Code Section 51.7 in that
7 they knew or should have known that Defendants Hem and Cruz engaged and were continuing to
8 engage in physical and/or verbal sexual harassment of the Plaintiffs and other women employed at
9 CableConn. By failing to take any prompt effective action to halt these violations, Defendants
10 CableConn and Hoffman aided the continued violations of the Plaintiffs' rights.

11 153. As a direct and proximate result of these acts, omissions and ratifications, Plaintiffs have
12 suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and
13 emotional distress, and they will incur medical expenses for treatment by psychotherapists and other
14 health professionals and for other incidental expenses. Plaintiffs are thereby entitled to general and
15 compensatory damages in amounts to be proven at trial.

16 154. Defendants' conduct was malicious and oppressive, and done with a conscious disregard
17 of Plaintiffs' rights. Plaintiffs are entitled to punitive damages from all Defendants in an amount to be
18 determined at trial. Plaintiffs are also entitled to statutory damages as provided by Civil Code Section

19 **EIGHTH CAUSE OF ACTION**
20 **CIVIL CODE § 52.1 (BANE CIVIL RIGHTS ACT)**

21 Plaintiffs Pieper and Nuno against Hem; Plaintiffs Nuno and Carson against Cruz;
22 All Plaintiffs against Defendant Cable Conn

23 155. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation set
24 forth in the preceding paragraphs, as if set forth fully below.

25 156. Civil Code Section 52.1, the Bane Civil Rights Act, establishes the liability of "a person
26 or persons, whether or not acting under color of law, [who] interferes by threat, intimidation, or
27 coercion, or attempts to interfere by threat, intimidation, or coercion, with the exercise or enjoyment by
28 any individual or individuals of rights secured by the Constitution or laws of the United States, or of the
rights secured by the Constitution or laws of this state."

157. Plaintiffs had and have a right to a workplace free from harassment based on gender under the laws and Constitution of the State of California.

158. Defendants' actions and omissions set forth herein, through the use of threats, intimidation and/or coercion, interfered with and/or attempted to interfere with Plaintiffs' rights to be free of harassment and battery based on their gender.

159. As a direct and proximate result of these acts, omissions and ratifications, Plaintiffs have suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, and they will incur medical expenses for treatment by psychotherapists and other health professionals and for other incidental expenses. Plaintiffs are thereby entitled to general and compensatory damages in amounts to be proven at trial.

160. Defendants' conduct was malicious and oppressive, and done with a conscious disregard of Plaintiffs' rights. Plaintiffs are entitled to punitive damages from all Defendants in an amount to be determined at trial. Plaintiffs are also entitled to statutory damages as provided by Civil Code Section 52.

NINTH CAUSE OF ACTION
LABOR CODE § 1102.5 (WHISTLEBLOWER)
All Plaintiffs against Defendant CABLECONN

161. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation set forth in the preceding paragraphs, as if set forth fully below.

162. Plaintiffs engaged in protected activity by reporting sexual harassment and assault to their employer thus informing CableConn that illegal activities were occurring in the workplace.

163. Plaintiffs, at various times, made this report to a person with authority over them and to employees who had the authority to investigate, discover, or correct the violation or noncompliance. Directly and indirectly the CEO was aware of the reports of illegal activity and failed to take action to stop such activity to the detriment of the Plaintiffs.

164. Plaintiffs knew, or reasonably believed, that the acts and omissions of the Defendants, were in violation of laws that required that they be provided a workplace free from sexual harassment. The laws violated, included, but were and are not limited to, Article 1, Section 8 of the California Constitution, California Civil Code Section 51.7, 52.1, and 1708.5, and FEHA.

165. Following Plaintiff's protected activity, Defendant CableConn retaliated against Plaintiffs as set forth above, including but not limited to making the environment hostile by refusing to take action to stop the harassment and so that Plaintiffs Nuno and Pieper were left with no choice but to leave their employment.

166. Plaintiffs' protected activity was a motivating reason for Defendant CableConn's retaliatory conduct.

167. Defendant CableConn's retaliatory conduct was in violation of Cal. Govt. Code § 1102.5(b).

168. As a direct and legal result of Defendants' willful, wanton, intentional, outrageous, and malicious conduct, Plaintiffs suffered severe and extreme mental and emotional distress, the exact nature and extent of which is not presently known to them. Plaintiffs do not at this time know the exact duration or permanence of said injuries but are informed and believe, and on that basis allege, that some of the injuries are reasonably certain to be permanent in character.

169. As a result of Defendants' actions, and each of them, Plaintiffs have been directly and proximately caused to suffer damages as alleged herein.

170. Defendants' actions were willful, intentional, malicious, oppressive, and despicable, and Defendants acted with willful and conscious disregard for Plaintiffs' rights. Plaintiffs are therefore also entitled to punitive and/or exemplary damages in an amount to be proven at trial.

171. As a direct and further proximate result of the above violations of his rights, Plaintiffs have suffered damages in the form of past and future wage loss, other pecuniary losses, and emotional distress in an amount to be proven at trial.

TENTH CAUSE OF ACTION
CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY
 (Plaintiffs Mhychelle Pieper and Ana Nuno Against Defendant CableConn)

172. Plaintiffs Pieper and Nuno repeat, reallege, and incorporate by reference each and every allegation set forth in the preceding paragraphs, as if set forth fully below.

173. At all times relevant herein, a fundamental public policy of the State of California was reflected in Labor Code section 1102.5 which prohibits retaliation against an employee who discloses an employer's violations of or noncompliance with state statutes and regulations. This policy was

1 binding on Defendant CableConn.

2 174. A motivating factor in CableConn's constructive termination of the employment of
3 Plaintiffs Pieper and Nuno were their complaints relating to sexual harassment. CableConn retaliated
4 against Pieper by, for example, firing employees who vocally supported her in reporting sexual
5 harassment, failing to train her for a promised promotion, and threatening to terminate her employment.
6 CableConn retaliated against Nuno by failing to adequately investigate her claims of sexual harassment
7 and failing to take any remedial action.

8 175. Defendant CableConn knowingly created the working conditions that violated public
9 policy because it willfully, knowingly, and intentionally retaliated against Plaintiffs Nuno and Pieper.

10 176. The working conditions caused by CableConn's violations of public policy were so
11 intolerable that Plaintiffs had no reasonable alternative except to resign, and they did.

12 177. Plaintiffs Nuno and Pieper were harmed by CableConn's working conditions, and
13 CableConn's working conditions were a substantial factor in causing Plaintiffs harm. As a direct and
14 proximate result of CableConn's willful, knowing, and intentional violations of public policy, Pieper
15 and Nuno have suffered and will continue to suffer pain, extreme and severe mental anguish and
16 emotional distress. Plaintiff Pieper has incurred and will continue to incur medical expenses and other
17 incidental expenses. Plaintiffs Nuno and Pieper are therefore entitled to general and compensatory
18 damages in amounts to be proven at trial.

19 **ELEVENTH CAUSE OF ACTION**
20 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
(All Plaintiffs Against All Defendants)

21 178. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation set
22 forth in the preceding paragraphs, as if set forth fully below.

23 179. As alleged above, Defendants engaged in extreme and outrageous conduct, including but
24 not limited to intentionally and/or recklessly: sexually harassing and assaulting Plaintiffs; retaliating
25 against Plaintiffs for reporting sexual harassment and assault; conducting flawed and inadequate
26 investigations into Plaintiffs' claims of sexual harassment and assault; prejudicing such investigations
27 by prematurely and incorrectly concluding that because third party witnesses had not come forward, the
28 company's hands were tied; refusing to discipline the assaulters and harassers and instead allowing

1 them to maintain supervisory roles at the company and continue to interact with Plaintiffs and harass
2 them and others; failing to provide resources and adequate, lawful procedures for receiving and
3 processing complaints of sexual harassment and assault; failing to provide sexual harassment training
4 for employees that could have mitigated or even prevented the sexual harassment; and creating and
5 perpetuating a hostile work environment in which Plaintiffs did not feel safe.

6 180. As a direct and legal result of Defendants' willful, wanton, intentional, outrageous, and
7 malicious conduct, Plaintiffs suffered severe and extreme mental and emotional distress, the exact
8 nature and extent of which is not presently known to them. Plaintiffs do not at this time know the exact
9 duration or permanence of said injuries but are informed and believe, and on that basis allege, that some
10 of the injuries are reasonably certain to be permanent in character.

11 181. As a result of Defendants' actions, and each of them, Plaintiffs have been directly and
12 proximately caused to suffer damages as alleged herein.

13 182. Defendants' actions were willful, intentional, malicious, oppressive, and despicable, and
14 Defendants acted with willful and conscious disregard for Plaintiffs' rights. Plaintiffs are therefore also
15 entitled to punitive and/or exemplary damages in an amount to be proven at trial.

16 **TWELFTH CAUSE OF ACTION**
17 **FAILURE TO PROVIDE OFF-DUTY MEAL PERIODS OR PREMIUM WAGES IN**
18 **VIOLATION OF LABOR CODE §§ 226.7, 512 AND IWC WAGE ORDER NO. 4-2001 § 11**
(All Plaintiffs Against Defendant CableConn)

19 183. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation set
20 forth in the preceding paragraphs, as if set forth fully below.

21 184. Labor Code § 226.7(b) provides: "An employer shall not require an employee to work
22 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
23 regulation, standard, or order of the Industrial Welfare Commission"

24 185. Labor Code § 512(a) provides:

25 An employer may not employ an employee for a work period of more than five hours
26 per day without providing the employee with a meal period of not less than 30 minutes,
27 except that if the total work period per day of the employee is no more than six hours,
28 the meal period may be waived by mutual consent of both the employer and employee.
An employer may not employ an employee for a work period of more than 10 hours per
day without providing the employee with a second meal period of not less than 30
minutes, except that if the total hours worked is no more than 12 hours, the second meal
period may be waived by mutual consent of the employer and the employee only if the

1 first meal period was not waived.

2 186. IWC Wage Order No. 4-2001 Section 11(A) provides:

3 No employer shall employ any person for a work period of more than five (5) hours
4 without a meal period of not less than 30 minutes, except that when a work period of not
5 more than six (6) hours will complete the day's work the meal period may be waived by
6 mutual consent of the employer and the employee. . . .

7 187. Labor Code § 226.7(c) and IWC Wage Order No. 4-2001 § 11(B) require that an
8 employer who fails to provide a meal period must pay that employee an additional hour of premium
9 pay for each workday that the meal period is not provided.

10 188. CableConn did not maintain a policy of providing a second off-duty meal period for
11 employees who worked in excess of 10 hours per day or of paying premium pay for missed meal
12 periods. Instead, CableConn represented to its employees that they were only entitled to a second meal
13 break for shifts exceeding 12 hours.

14 189. As set forth above, Plaintiffs and other affected CableConn employees regularly worked
15 in excess of 10 hours per day without being provided a second meal period.

16 190. CableConn did not maintain a policy of providing an off-duty meal period for employees
17 who worked between five and six hours per day or of paying premium pay for missed meal periods.

18 191. As set forth above, Plaintiffs and other affected CableConn employees regularly worked
19 between five and six hours per day without being provided a meal period.

20 192. Because CableConn failed to provide Plaintiffs and other affected CableConn employees
21 with the off-duty meal periods required under Labor Code § 512(a) and IWC Wage Order No. 4-2011
22 § 11(A), CableConn was required to pay premium wages to Plaintiffs and other affected CableConn
23 employees, pursuant to Labor Code § 226.7(c) and IWC Wage Order No. 4-2011 § 11(B).

24 193. As a result, Plaintiffs and other affected CableConn employees are entitled to one
25 additional hour of premium wages at their regular rates of compensation for each day that CableConn
26 failed to provide all required off-duty meal periods. CableConn did not provide these premium wages
27 to Plaintiffs and other affected CableConn employees.

28 194. Plaintiffs request relief as described below.

//

1 **THIRTEENTH CAUSE OF ACTION**
2 **FAILURE TO TIMELY PAY WAGES WHEN DUE**
3 **IN VIOLATION OF LABOR CODE § 204**
 (Plaintiff Mhychelle Pieper Against Defendant CableConn)

4 195. Plaintiff Mhychelle Pieper repeats, realleges, and incorporates by reference each and
5 every allegation set forth in the preceding paragraphs, as if set forth fully below.

6 196. Labor Code § 204(a) provides: “All wages, other than those mentioned in Section 201,
7 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during
8 each calendar month, on days designated in advance by the employer as the regular paydays. . . .”

9 197. As set forth above, Pieper and other affected CableConn employees are entitled to one
10 additional hour of premium wages at their regular rates of compensation for each day in which
11 CableConn failed to provide all required off-duty meal periods.

12 198. As set forth above, CableConn has failed to pay premium wages to Pieper and other
13 affected CableConn employees for missed off-duty meal periods.

14 199. CableConn’s failure to pay premium wages owed to Pieper and other affected
15 CableConn employees twice monthly violates Labor Code § 204(a).

16 200. Pieper requests relief as described below.

17 **FOURTEENTH CAUSE OF ACTION**
18 **FAILURE TO PROVIDE ACCURATE ITEMIZED PAY STATEMENTS**
19 **IN VIOLATION OF LABOR CODE § 226**
 (All Plaintiffs Against Defendant CableConn)

20 201. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation set
21 forth in the preceding paragraphs, as if set forth fully below.

22 202. Labor Code § 226(a) requires an employer to furnish with each paycheck “an accurate
23 itemized statement in writing showing,” among other things, “gross wages earned,” the “total hours
24 worked by the employee,” “net wages earned,” and “the inclusive dates of the period for which the
25 employee is paid.”

26 203. As set forth above, Plaintiffs were entitled to one additional hour of premium wages at
27 their regular rates of compensation for each day in which CableConn failed to provide all required off-
28 duty meal periods.

1 204. CableConn failed to include premium wages for missed off-duty meal periods in the
2 itemized pay statements provided to Plaintiffs, in violation of Labor Code § 226(a).

3 205. Because CableConn's failure to include premium wages in itemized pay statements
4 provided to Plaintiffs was knowing and intentional, CableConn owes Plaintiffs fifty dollars (\$50) for
5 the initial pay period in which there was a violation of Labor Code § 226(a), and one hundred dollars
6 (\$100) for each subsequent pay period in which there was a violation, pursuant to Labor Code § 226(e).

7 206. Plaintiffs request relief as described below.

8 **FIFTEENTH CAUSE OF ACTION**
9 **FAILURE TO KEEP ACCURATE RECORDS IN VIOLATION OF**
10 **LABOR CODE § 1174 AND IWC WAGE ORDER NO. 4-2011 § 7**
 (Plaintiff Mhychelle Pieper Against Defendant CableConn)

11 207. Plaintiff Mhychelle Pieper repeats, realleges, and incorporates by reference each and
12 every allegation set forth in the preceding paragraphs, as if set forth fully below.

13 208. Labor Code § 1174(d) requires that every employer:

14 Keep, at a central location in the state or at the plants or establishments at which
15 employees are employed, payroll records showing the hours worked daily by and the
16 wages paid to, and the number of piece-rate units earned by and any applicable piece
rate paid to, employees employed at the respective plants or establishments.

17 209. As set forth above, Pieper and other affected CableConn employees are entitled to one
18 additional hour of premium wages at their regular rates of compensation for each day in which
19 CableConn failed to provide all required off-duty meal periods.

20 210. CableConn has failed to include premium wages for missed off-duty meal periods in the
21 payroll records of Pieper and other affected CableConn employees, in violation of Labor Code
22 § 1174(d).

23 211. Pieper requests relief as described below.

24 **SIXTEENTH CAUSE OF ACTION**
25 **FAILURE TO PAY WAGES UPON SEPARATION**
26 **IN VIOLATION OF LABOR CODE §§ 201-203**
 (Plaintiffs Mhychelle Pieper and Ana Nuno Against Defendant CableConn)

27 212. Plaintiffs Mhychelle Pieper and Ana Nuno repeat, reallege, and incorporate by reference
28 each and every allegation set forth in the preceding paragraphs, as if set forth fully below.

213. Labor Code §§ 201 and 202 require Defendant to pay all compensation due to Pieper, Nuno, and others formerly employed by CableConn at the time their employment ended.

214. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under Labor Code §§ 201 and 202, then the employer is liable for penalties in the form of continued compensation for up to thirty (30) workdays.

215. CableConn willfully failed to pay Pieper and other former CableConn employees all compensation due, including premium wages for missed off-duty meal periods, upon termination of employment as required under Labor Code §§ 201 and 202. As a result, CableConn is liable to Pieper and Nuno for penalties pursuant to Labor Code § 203.

216. Pieper and Nuno request relief as described below.

SEVENTEENTH CAUSE OF ACTION
CIVIL PENALTIES UNDER LABOR CODE §§ 558, 2698, et seq.
(Plaintiff Mhychelle Pieper Against Defendant CableConn)

217. Plaintiff Mhychelle Pieper repeats, realleges, and incorporates by reference each and every allegation set forth in the preceding paragraphs, as if set forth fully below.

218. Pieper is an “aggrieved employee” under California’s Private Attorney General Act, Labor Code § 2698, *et seq.* (“PAGA”), because she was employed by CableConn during the applicable statutory period and suffered from the Labor Code violations addressed herein. Accordingly, Pieper seeks to recover civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs for the following.

219. Pieper filed a timely and compliant PAGA Notice pursuant to Labor Code § 2699.3 to the California Labor & Workforce Development Agency and Defendant (“LWDA”) and to CableConn on January 14, 2020. The LWDA has provided no notice to Pieper within the 65-day period specified in Labor Code § 2699.3 regarding its intention to investigate or not to investigate Pieper’s claims. Pieper has therefore fully complied with the PAGA procedural requirements. The relevant period for Pieper’s claims under PAGA is therefore January 14, 2019 to the present (“PAGA Period”).

Violations of Labor Code § 204

220. During the PAGA Period, CableConn was required to provide Pieper and other affected CableConn employees with off-duty meal periods and failed to pay premium wages for missed meal

1 periods, in violation of Labor Code §§ 226.7, 512 and IWC Wage Order No. 4-2011 § 11.

2 221. Under Labor Code § 204(a), premium wages for missed meal periods were owed
3 semimonthly.

4 222. Under Labor Code § 2699(f)(2), Pieper is entitled to a civil penalty equal to one hundred
5 dollars (\$100) for each affected CableConn employee for each initial pay period in which there is a
6 violation of Labor Code § 204, and two hundred dollars (\$200) for each affected CableConn employee
7 for each subsequent pay period in which there is a violation.

8 223. Alternatively, under Labor Code § 558, Pieper is entitled to penalties amounting to fifty
9 dollars (\$50) for each affected CableConn employee for each initial pay period in which there is a
10 violation of Labor Code § 204, and one hundred (\$100) for each affected CableConn employee for each
11 subsequent pay period in which there is a violation, in addition to an amount sufficient to recover their
12 unpaid wages.

13 **Violations of Labor Code § 226**

14 224. During the PAGA Period, CableConn failed to provide accurate itemized pay statements
15 to Pieper and other affected CableConn employees, in violation of Labor Code § 226(a).

16 225. Under Labor Code § 226.3, Pieper is entitled to a civil penalty equal to two hundred fifty
17 dollars (\$250) for each affected CableConn employee for each initial pay period in which there is a
18 violation of Labor Code § 226(a), and one thousand dollars (\$1,000) for each affected CableConn
19 employee for each subsequent pay period in which there is a violation.

20 **Violation of Labor Code § 1174 and IWC Wage Order No. 4-2011 § 7**

21 226. During the PAGA Period, CableConn failed to keep accurate payroll records for Pieper
22 and other affected CableConn employees, in violation of Labor Code § 1174(d) and IWC Wage Order
23 No. 4-2011 § 7.

24 227. Under Labor Code § 1174.5, Pieper is entitled to a civil penalty equal to five hundred
25 dollars (\$500).

26 **Violation of Labor Code §§ 201–203**

27 228. During the PAGA Period, CableConn failed to pay Pieper and other affected former
28 CableConn employees all wages due upon termination of their employment at CableConn, in violation

1 of Labor Code §§ 201–203.

2 229. Under Labor Code § 256, Pieper is entitled to penalties in the amount not exceeding 30
3 days per affected former CableConn employee as waiting time under the terms of Labor Code § 203.

4 230. Pieper requests relief as described below.

5 **REQUEST FOR RELIEF**

6 WHEREFORE, Plaintiffs pray for judgment as follows:

- 7 1. For compensatory, special, and general damages in an amount to be proven at trial,
8 together with pre-judgment interest thereon;
- 9 2. For emotional distress damages;
- 10 3. For punitive, treble, liquidated, or other damages;
- 11 4. For injunctive relief, including but not limited to directing Defendants to immediately
12 take steps to prevent any current or future sexual harassment of and retaliation against Plaintiff Carson;
- 13 5. That the Court find and declare that CableConn violated Labor Code §§ 226.7, 512 and
14 IWC Wage Order No. 4-2001 § 11 by failing to authorize and permit timely off-duty meal breaks and
15 failing to pay premium wages for missed off-duty meal breaks, and award Plaintiffs unpaid premium
16 pay for missed meal breaks;
- 17 6. That the Court find and declare that CableConn has violated Labor Code § 204 by
18 failing to timely pay premium wages for missed off-duty meal breaks;
- 19 7. That the Court find and declare that CableConn has violated Labor Code § 226 by
20 knowingly and intentionally failing to provide accurate itemized pay statements, and award Plaintiffs
21 the penalties provided under Labor Code § 226(c) ;
- 22 8. That the Court find and declare that CableConn has violated Labor Code § 1174(d) and
23 IWC Wage Order No. 4-2011 § 7 by failing to keep accurate payroll records;
- 24 9. That the Court find and declare that CableConn has willfully violated Labor Code
25 §§ 201–203, and award Pieper and Nuno in the amount of 30 days’ wages;
- 26 10. That the Court award PAGA penalties, pursuant to Labor Code § 2699(f)(2), of \$100 per
27 affected employee for each initial violation of Labor Code § 204, and \$200 per affected employee for
28 each subsequent violation; or, in the alternative, a PAGA penalty under Labor Code § 558 equal to \$50

per affected employee for each initial violation of Labor Code § 204, and \$100 per affected employee for each subsequent violation, in addition to the underpaid wages penalty under Labor Code § 558.

11. That the Court award PAGA penalties, pursuant to Labor Code § 226.3, of \$250 per affected employee for each initial violation of Labor Code 226(a), and \$1,000 per affected employee for each subsequent violation.

12. That the Court award PAGA penalties, pursuant to Labor Code § 1174.5, of \$500 for failing to maintain accurate records under Labor Code § 1174(d).

13. That the Court award PAGA penalties, pursuant to Labor Code § 256, of up to 30 days' pay as waiting time under the terms of Labor Code § 203 for each violation of Labor Code §§ 201–203;


14. For reasonable attorneys' fees, expenses, and costs of suit as permitted under applicable law, including but not limited to Labor Code §§ 226(e), 2699(g), 2802(c), and Code of Civil Procedure § 1021.5, Civil Code Section 52, and FEHA, Gov't Code § 12940, *et seq.*;

15. Penalties for violation of Civil Code Sections 51.7 and 54.2; and

16. For such other and further relief as the Court deems appropriate and just.


DATED: August 31, 2020

NATIONAL WOMEN'S LAW CENTER

By: 
JENNIFER L. MONDINO

DATED: August 31, 2020

LEVY VINICK BURRELL HYAMS LLP

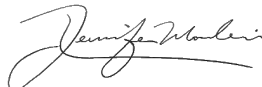
By: 
LESLIE F. LEVY
Attorneys for PLAINTIFFS

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs hereby demand a trial by jury for each and every claim for which they have a right to
3 jury trial.

4 DATED: August 31, 2020

NATIONAL WOMEN'S LAW CENTER

5 By: 
6 JENNIFER L. MONDINO

7 DATED: August 31, 2020

LEVY VINICK BURRELL HYAMS LLP


8 By: 
9 LESLIE F. LEVY
10 Attorneys for PLAINTIFFS
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EXHIBIT A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfefh.ca.gov

September 9, 2019

Kathleen Hartnett
44 Montgomery Street., 41st Floor
San Francisco, CA 94104

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 201909-07498410
Right to Sue: Pieper / Cableconn Industries Inc et al.

Dear Kathleen Hartnett:

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

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

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

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

KEVIN KISH, DIRECTOR

September 9, 2019

RE: Notice of Filing of Discrimination Complaint
DFEH Matter Number: 201909-07498410
Right to Sue: Pieper / Cableconn Industries Inc et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

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

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfefh.ca.gov

September 9, 2019

Mhychelle Pieper
1604 Westmorland Street
Chula Vista, CA 91913

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 201909-07498410
Right to Sue: Pieper / Cableconn Industries Inc et al.

Dear Mhychelle Pieper,

This letter informs you that Department of Fair Employment and Housing received your request for a Right to Sue. The above-referenced complaint was **filed on September 6, 2019** with the Department of Fair Employment and Housing. As of September 6, 2019, your case is closed. Department of Fair Employment and housing will take no further action on the complaint.

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

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

Sincerely,

Department of Fair Employment and Housing



CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING RIGHT-TO-SUE

Your submission of this document acknowledges that you have read and agree to the DFEH's Privacy Policy. By submitting this document, you are declaring under penalty of perjury under the laws of the State of California that to the best of your knowledge all information stated is true and correct, except matters stated on information and belief, which you believe to be true.

DFEH CASE NUMBER (IF APPLICABLE):

201909-07498410

COMPLAINANT:

NAME:

Mhychelle Pieper

TELEPHONE NUMBER:

(760) 780-5201

ADDRESS:

1604 Westmorland Street

EMAIL ADDRESS:

mhychelle.pieper@gmail.com

CITY/STATE/ZIP:

Chula Vista, CA 91913

RESPONDENT:

NAME:

CableConn Industries, Inc.

TELEPHONE NUMBER:

(858) 571-7111

ADDRESS:

7198 Convoy Court

CITY/STATE/ZIP:

San Diego, CA 92111

NUMBER OF EMPLOYEES: 80+

TYPE OF EMPLOYER: private employer

RECEIVED

SEP 06 2019

Department of Fair Employment & Housing
Elk Grove

ADD CO-RESPONDENT:

NAME: Sophann Hem

TITLE: supervisory position, CableConn Industries, Inc. (exact title unknown to complainant)

ADDRESS: (business address) CableConn Industries, Inc.,
7198 Convoy Court, San Diego, CA 92111

TELEPHONE NUMBER: (business) (858) 571-7111

ADD CO-RESPONDENT:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

DATE OF HARM:

LAST DATE OF HARM (Month/Day/Year): 05/03/2019

1. I ALLEGE THAT I EXPERIENCED: ☐ Discrimination ☒ Harassment

BECAUSE OF MY ACTUAL OR PERCEIVED:

- ☐ Age (40 and over)
- ☐ Ancestry
- ☐ Association with a member of a protected class
- ☐ Baby Bonding Leave (employers of 20-49 people)
- ☐ Color
- ☐ Criminal History
- ☐ Disability (physical or mental)
- ☐ Family Care or Medical Leave (CFRA) (employers of 50 or more people)
- ☐ Gender Identity or Expression
- ☐ Genetic Information or Characteristic
- ☐ Marital Status
- ☐ Medical Condition (cancer or genetic characteristic)
- ☐ Military and Veteran Status
- ☐ National Origin (includes language restrictions)
- ☐ Pregnancy, childbirth, breastfeeding, and/or related medical conditions
- ☐ Race
- ☐ Religious creed (includes dress and grooming practices)
- ☒ Sex/Gender
- ☒ Sexual harassment – hostile environment
- ☒ Sexual harassment – quid pro quo
- ☐ Sexual orientation
- ☐ Other (specify) _____

AS A RESULT, I WAS:

- ☐ Asked impermissible non-job-related questions
- ☐ Demoted
- ☐ Denied accommodation for pregnancy
- ☐ Denied accommodation for religious beliefs
- ☒ Denied any employment benefit or privilege
- ☐ Denied Baby Bonding Leave (employers of 20-49 people)
- ☐ Denied employer paid health care while on pregnancy disability leave
- ☐ Denied equal pay
- ☐ Denied Family Care or Medical Leave (CFRA) (employers of 50 or more people)
- ☒ Denied hire or promotion
- ☐ Denied or forced to transfer
- ☐ Denied reasonable accommodation for a disability
- ☐ Denied the right to wear pants
- ☒ Denied work opportunities or assignments
- ☒ Forced to quit
- ☐ Laid off
- ☒ Reprimanded
- ☐ Suspended
- ☐ Terminated
- ☐ Other (specify) _____

I ALLEGE THAT I EXPERIENCED: ☒ Retaliation

BECAUSE I:

- ☐ Participated as a witness in a discrimination or harassment complaint
- ☒ Reported or resisted any form of discrimination or harassment
- ☐ Reported patient abuse (hospital employees only)
- ☐ Requested or used a disability-related accommodation
- ☐ Requested or used a pregnancy-disability-related accommodation
- ☐ Requested or used a religious accommodation
- ☐ Requested or used baby bonding leave (employers of 20-49 people)
- ☐ Requested or used leave under the California Family Rights Act or FMLA
(employers of 50 or more people)

AS A RESULT I WAS:

- ☐ Asked impermissible non-job-related questions
- ☐ Demoted
- ☐ Denied accommodation for pregnancy
- ☐ Denied accommodation for religious beliefs
- ☒ Denied any employment benefit or privilege
- ☐ Denied baby bonding leave (employers of 20-49 people)
- ☐ Denied employer paid health care while on pregnancy disability leave
- ☐ Denied equal pay
- ☐ Denied Family Care or Medical Leave (CFRA) (employers of 50 or more people)
- ☒ Denied hire or promotion
- ☐ Denied or forced to transfer
- ☐ Denied reasonable accommodation for a disability
- ☐ Denied the right to wear pants
- ☒ Denied work opportunities or assignments
- ☒ Forced to quit
- ☐ Laid off
- ☒ Reprimanded
- ☐ Suspended
- ☐ Terminated
- ☐ Other (specify) _____

2. Do you have an attorney who agreed to represent you in this matter? ☒ Yes ☐ No
If yes, please provide the attorney's contact information.

COMPLAINANT'S REPRESENTATIVE INFORMATION

Attorney Name: Kathleen R. Hartnett

Attorney Firm Name: Boies Schiller Flexner LLP

Attorney Address: 44 Montgomery St., 41st Floor

Attorney City, State, and Zip: San Francisco, CA 94104

3. Briefly describe what you believe to be the reason(s) for the discrimination, harassment, or retaliation. (Optional)

I was employed by CableConn from January 2018 to May 2019. In December 2018, I was sexually assaulted by Sophann Hem, a CableConn supervisor. The day of the assault, while at work, Sophann Hem invited me to an employee gathering; he harassed me throughout the gathering despite my efforts to avoid him; and he then, without my consent, awakened me from sleep on the couch at a fellow CableConn employee ' s home by forcibly touching my genitals and attempting to kiss me. I reported these incidents to CableConn, including advising that working in proximity to Mr. Hem would make me fear for my safety. I also reported the sexual assault to the police, obtained a restraining order against Mr. Hem, and notified CableConn about the restraining order.

By memorandum dated December 17, 2018, CableConn acknowledged that the sexual assault by Mr. Hem " most likely did occur in violation of Company policy. " The Company also claimed that it was " taking immediate action to address this violation and ensure [my] safety and the safety of other employees. " Nonetheless, CableConn allowed Mr. Hem to continue as a supervisor and, to the best of my knowledge, did not discipline Mr. Hem. At the same time, CableConn restricted my training, tasks, and movement around the work site. Another CableConn supervisor, Michael Cruz, repeatedly and pointedly questioned me about my complaints about Mr. Hem, despite the fact that Mr. Cruz was not my direct supervisor and had no clear role in CableConn's response to my complaints; this made me feel uncomfortable and pressured not to further pursue my complaint at work. In addition, CableConn issued me a disciplinary notice in late January 2019, threatening to terminate me. In mid-January 2019, the Company terminated Rich Constantino, a CableConn employee who had supported me in reporting the assault to the company and the police and who had spoken out on my behalf at work. I believe that Mr. Cruz's questioning, the disciplinary notice against me, and the termination of Mr. Constantino were retaliation for my reports of harassment and assault by Mr. Hem.

I did not receive training about sexual harassment at any point during my employment at CableConn. I am not aware of any employee at CableConn receiving such training during my time there.

I felt forced by these circumstances to resign from my employment at CableConn, and so I resigned from my position on April 24, 2019; my last day of employment was May 3, 2019. I suffered, and continue to suffer, severe emotional distress as a result of the sexual assault by Mr. Hem, the conditions of my employment at CableConn following the assault, and the retaliation I experienced at CableConn. Given the above, I believe that my sexual assault by Mr. Hem, CableConn's response to my report of the sexual assault, and CableConn's inadequate policies, practices, and training for responding to sexual assault and sexual harassment in the workplace violate the California Fair Employment and Housing Act, as well as the Labor Code and tort law. This charge is not intended to be exhaustive, but is representative of the treatment to which CableConn and Mr. Hem have subjected me and of CableConn's inadequate policies, practices, and training for responding to workplace sexual harassment.

VERIFICATION PAGE – THIS PAGE MUST BE COMPLETED

Before submitting the form, you must verify who you are and whether you are submitting this information for yourself or someone else.

Verifier Name: Kathleen R. Hartnett

Verifier's Relationship to Complainant: Counsel

Verifier's City and State: San Francisco, CA

By submitting this document, you are declaring under penalty of perjury under the laws of the State of California that to the best of your knowledge all information stated is true and correct, except matters stated on information and belief, which you believe to be true.



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

September 9, 2019

Kathleen Hartnett
44 Montgomery Street., 41st Floor
San Francisco, CA 94104

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 201909-07498710
Right to Sue: Nuno / Cruz et al.

Dear Kathleen Hartnett:

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

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

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

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

KEVIN KISH, DIRECTOR

September 9, 2019

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 201909-07498710
Right to Sue: Nuno / Cruz et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

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

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfefh.ca.gov

KEVIN KISH, DIRECTOR

September 9, 2019

Ana Nuno
45 East Flower Street #256
Chula Vista, CA 91910

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 201909-07498710
Right to Sue: Nuno / Cruz et al.

Dear Ana Nuno,

This letter informs you that Department of Fair Employment and Housing received your request for a Right to Sue. The above-referenced complaint was **filed on September 6, 2019** with the Department of Fair Employment and Housing. As of September 6, 2019, your case is closed. Department of Fair Employment and housing will take no further action on the complaint.

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

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

Sincerely,

Department of Fair Employment and Housing



CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING RIGHT-TO-SUE

Your submission of this document acknowledges that you have read and agree to the DFEH's Privacy Policy. By submitting this document, you are declaring under penalty of perjury under the laws of the State of California that to the best of your knowledge all information stated is true and correct, except matters stated on information and belief, which you believe to be true.

DFEH CASE NUMBER (IF APPLICABLE): n/a
201909-07498710

COMPLAINANT:

NAME:

Ana Karen Nuno

TELEPHONE NUMBER:

(619) 751-4770

ADDRESS:

45 East Flower Street # 256

EMAIL ADDRESS:

anakarenn_01@hotmail.com

CITY/STATE/ZIP:

Chula Vista, CA 91910

RESPONDENT:

NAME:

CableConn Industries, Inc.

TELEPHONE NUMBER:

(858) 571-7111

ADDRESS:

7198 Convoy Court

CITY/STATE/ZIP:

San Diego, CA 92111

NUMBER OF EMPLOYEES: 80+

TYPE OF EMPLOYER: private employer

RECEIVED

SEP 06 2019

Department of Fair Employment & Housing
Elk Grove

ADD CO-RESPONDENT:

NAME: Sophann Hem

TITLE: supervisory position, CableConn Industries, Inc. (exact title unknown to complainant)

ADDRESS: (business address) CableConn Industries, Inc.,

7198 Convoy Court, San Diego, CA 92111

TELEPHONE NUMBER: (business) (858) 571-7111

ADD CO-RESPONDENT:

NAME: Michael Cruz

TITLE: supervisory position, CableConn Industries, Inc. (exact title unknown to complainant)

ADDRESS: (business address) CableConn Industries, Inc.,

7198 Convoy Court, San Diego, CA 92111

TELEPHONE NUMBER: (business) (858) 571-7111

DATE OF HARM:

LAST DATE OF HARM (Month/Day/Year): 01/19/2019

1. I ALLEGE THAT I EXPERIENCED: ☐ Discrimination ☒ Harassment

BECAUSE OF MY ACTUAL OR PERCEIVED:

- ☐ Age (40 and over)
- ☐ Ancestry
- ☐ Association with a member of a protected class
- ☐ Baby Bonding Leave (employers of 20-49 people)
- ☐ Color
- ☐ Criminal History
- ☐ Disability (physical or mental)
- ☐ Family Care or Medical Leave (CFRA) (employers of 50 or more people)
- ☐ Gender Identity or Expression
- ☐ Genetic Information or Characteristic
- ☐ Marital Status
- ☐ Medical Condition (cancer or genetic characteristic)
- ☐ Military and Veteran Status
- ☐ National Origin (includes language restrictions)
- ☐ Pregnancy, childbirth, breastfeeding, and/or related medical conditions
- ☐ Race
- ☐ Religious creed (includes dress and grooming practices)
- ☒ Sex/Gender
- ☒ Sexual harassment – hostile environment
- ☒ Sexual harassment – quid pro quo
- ☐ Sexual orientation
- ☐ Other (specify) _____

AS A RESULT, I WAS:

- ☐ Asked impermissible non-job-related questions
- ☐ Demoted
- ☐ Denied accommodation for pregnancy
- ☐ Denied accommodation for religious beliefs
- ☒ Denied any employment benefit or privilege
- ☐ Denied Baby Bonding Leave (employers of 20-49 people)
- ☐ Denied employer paid health care while on pregnancy disability leave
- ☐ Denied equal pay
- ☐ Denied Family Care or Medical Leave (CFRA) (employers of 50 or more people)
- ☒ Denied hire or promotion
- ☐ Denied or forced to transfer
- ☐ Denied reasonable accommodation for a disability
- ☐ Denied the right to wear pants
- ☒ Denied work opportunities or assignments
- ☒ Forced to quit
- ☐ Laid off
- ☐ Reprimanded
- ☐ Suspended
- ☐ Terminated
- ☐ Other (specify) _____

I ALLEGE THAT I EXPERIENCED: ☒ Retaliation

BECAUSE I:

- ☐ Participated as a witness in a discrimination or harassment complaint
- ☒ Reported or resisted any form of discrimination or harassment
- ☐ Reported patient abuse (hospital employees only)
- ☐ Requested or used a disability-related accommodation
- ☐ Requested or used a pregnancy-disability-related accommodation
- ☐ Requested or used a religious accommodation
- ☐ Requested or used baby bonding leave (employers of 20-49 people)
- ☐ Requested or used leave under the California Family Rights Act or FMLA
(employers of 50 or more people)

AS A RESULT I WAS:

- ☐ Asked impermissible non-job-related questions
- ☐ Demoted
- ☐ Denied accommodation for pregnancy
- ☐ Denied accommodation for religious beliefs
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- ☐ Denied employer paid health care while on pregnancy disability leave
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- ☒ Denied hire or promotion
- ☐ Denied or forced to transfer
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- ☐ Denied the right to wear pants
- ☒ Denied work opportunities or assignments
- ☒ Forced to quit
- ☐ Laid off
- ☐ Reprimanded
- ☐ Suspended
- ☐ Terminated
- ☐ Other (specify) _____

2. Do you have an attorney who agreed to represent you in this matter? ☒ Yes ☐ No
If yes, please provide the attorney's contact information.

COMPLAINANT'S REPRESENTATIVE INFORMATION

Attorney Name: Kathleen R. Hartnett

Attorney Firm Name: Boies Schiller Flexner LLP

Attorney Address: 44 Montgomery St., 41st Floor

Attorney City, State, and Zip: San Francisco, CA 94104

3. Briefly describe what you believe to be the reason(s) for the discrimination, harassment, or retaliation. (Optional)

I was employed by CableConn Industries, Inc. ("CableConn") from August 2017 through September 2018, and was subjected to sexual harassment by two male CableConn supervisors throughout most of that time. One of the supervisors sexually assaulted me on two occasions.

To begin with, Michael Cruz, who was my direct supervisor between August 2017 and July 2018, repeatedly propositioned me, even after I rebuffed his unwelcome advances, and used crude and offensive language to describe female body parts. As a result of Mr. Cruz's unwelcome advances, other CableConn employees began spreading untrue rumors that I was Mr. Cruz's mistress. In January 2018, a female coworker complained to CableConn about Mr. Cruz's inappropriate sexual language and, later that same month, I complained about the propagation of rumors that I was Mr. Cruz's mistress. Rather than addressing these issues, CableConn allowed Mr. Cruz to remain in the same supervisory role until July 2018, at which point he was transferred to another part of the company.

In addition, Sophann Hem, another CableConn supervisor, sexually assaulted me on at least two separate occasions in August and September 2018, including by forcibly kissing me and by forcibly touching my breast. Mr. Hem also harassed me through text messages, including text messages propositioning me and inviting me to attend employee gatherings. I resigned from my position at CableConn, effective September 21, 2018. Mr. Hem continued to harass me through text messages for months following my departure from CableConn, including by inviting me to attend a December 2018 employee gathering at which he sexually harassed and ultimately sexually assaulted Mhychelle Pieper, a female CableConn employee under his supervision.

I did not receive training about sexual harassment at any point during my employment at CableConn. I am not aware of any employee at CableConn receiving such training during my time there. Despite the fact that CableConn was made aware of sexual harassment by Mr. Hem and Mr. Cruz through complaints made by CableConn employees, CableConn took no steps to discipline Mr. Hem and Mr. Cruz or to otherwise address workplace sexual harassment. I suffered, and continue to suffer, severe emotional distress as a result of the sexual harassment by Mr. Cruz and sexual harassment and sexual assault by Mr. Hem, the conditions of my employment at CableConn following the sexual harassment, fear of retaliation while I continued to work there, and fear of retaliation against my brother and mother, both of whom continue to work at CableConn. The sexual harassment I experienced from Mr. Cruz and Mr. Hem, CableConn's response to my complaints regarding the fallout from the sexual harassment, and CableConn's inadequate policies, practices, and training for responding to sexual assault and sexual harassment in the workplace violate the California Fair Employment and Housing Act, as well as the Labor Code and tort law. This charge is not intended to be exhaustive, but is representative of the treatment to which CableConn, Mr. Cruz, and Mr. Hem have subjected me and of CableConn's inadequate policies, practices, and training for responding to workplace sexual harassment.

VERIFICATION PAGE – THIS PAGE MUST BE COMPLETED

Before submitting the form, you must verify who you are and whether you are submitting this information for yourself or someone else.

Verifier Name: Kathleen R. Hartnett

Verifier's Relationship to Complainant: Counsel

Verifier's City and State: San Francisco, CA

By submitting this document, you are declaring under penalty of perjury under the laws of the State of California that to the best of your knowledge all information stated is true and correct, except matters stated on information and belief, which you believe to be true.



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfefh.ca.gov

January 27, 2020

Kathleen Hartnett
44 Montgomery Street., 41st Floor
San Francisco, CA 94104

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202001-09038328
Right to Sue: Carson / Cableconn Industries Inc et al.

Dear Kathleen Hartnett:

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

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

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

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

January 27, 2020

Claudia Carson
2638 W Victoria Dr.
Alpine, CA 91901

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202001-09038328
Right to Sue: Carson / Cableconn Industries Inc et al.

Dear Claudia Carson,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective January 13, 2020 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

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

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

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

January 27, 2020

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202001-09038328
Right to Sue: Carson / Cableconn Industries Inc et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

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

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING RIGHT-TO-SUE

Your submission of this document acknowledges that you have read and agree to the DFEH's Privacy Policy. By submitting this document, you are declaring under penalty of perjury under the laws of the State of California that to the best of your knowledge all information stated is true and correct, except matters stated on information and belief, which you believe to be true.

DFEH CASE NUMBER (IF APPLICABLE): n/a

202001-09038328

COMPLAINANT:

NAME:

Claudia Carson

TELEPHONE NUMBER:

(619) 451-5195

ADDRESS:

2638 W. Victoria Drive

EMAIL ADDRESS:

rubimia@gmail.com

CITY/STATE/ZIP:

Alpine, CA 91901

RESPONDENT:

NAME:

CableConn Industries, Inc.

TELEPHONE NUMBER:

(858) 571-7111

ADDRESS:

7198 Convoy Court

CITY/STATE/ZIP:

San Diego, CA 92111

NUMBER OF EMPLOYEES: 50+

TYPE OF EMPLOYER: private employer

RECEIVED
JAN 13 2020
Department of Fair Employment & Housing
Elk Grove

ADD CO-RESPONDENT:

NAME: Michael Cruz

TITLE: Supervisory Position, CableConn Industries, Inc. (exact title unknown to complainant)

ADDRESS: (business address) CableConn Industries, Inc.,

7198 Convoy Court, San Diego, CA 92111

TELEPHONE NUMBER: (business) (858) 571-7111

ADD CO-RESPONDENT:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

DATE OF HARM:

LAST DATE OF HARM (Month/Day/Year): 11/22/2019

1. I ALLEGE THAT I EXPERIENCED: ☐ Discrimination ☒ Harassment

BECAUSE OF MY ACTUAL OR PERCEIVED:

- ☐ Age (40 and over)
- ☐ Ancestry
- ☐ Association with a member of a protected class
- ☐ Baby Bonding Leave (employers of 20-49 people)
- ☐ Color
- ☐ Criminal History
- ☐ Disability (physical or mental)
- ☐ Family Care or Medical Leave (CFRA) (employers of 50 or more people)
- ☐ Gender Identity or Expression
- ☐ Genetic Information or Characteristic
- ☐ Marital Status
- ☐ Medical Condition (cancer or genetic characteristic)
- ☐ Military and Veteran Status
- ☒ National Origin (includes language restrictions)
- ☐ Pregnancy, childbirth, breastfeeding, and/or related medical conditions
- ☐ Race
- ☐ Religious creed (includes dress and grooming practices)
- ☒ Sex/Gender
- ☒ Sexual harassment – hostile environment
- ☒ Sexual harassment – quid pro quo
- ☐ Sexual orientation
- ☐ Other (specify) _____

AS A RESULT, I WAS:

- ☐ Asked impermissible non-job-related questions
- ☐ Demoted
- ☐ Denied accommodation for pregnancy
- ☐ Denied accommodation for religious beliefs
- ☒ Denied any employment benefit or privilege
- ☐ Denied Baby Bonding Leave (employers of 20-49 people)
- ☐ Denied employer paid health care while on pregnancy disability leave
- ☐ Denied equal pay
- ☐ Denied Family Care or Medical Leave (CFRA) (employers of 50 or more people)
- ☒ Denied hire or promotion
- ☐ Denied or forced to transfer
- ☐ Denied reasonable accommodation for a disability
- ☐ Denied the right to wear pants
- ☒ Denied work opportunities or assignments
- ☐ Forced to quit
- ☐ Laid off
- ☐ Reprimanded
- ☐ Suspended
- ☐ Terminated
- ☐ Other (specify) _____

I ALLEGE THAT I EXPERIENCED: ☒ Retaliation

BECAUSE I:

- ☐ Participated as a witness in a discrimination or harassment complaint
- ☒ Reported or resisted any form of discrimination or harassment
- ☐ Reported patient abuse (hospital employees only)
- ☐ Requested or used a disability-related accommodation
- ☐ Requested or used a pregnancy-disability-related accommodation
- ☐ Requested or used a religious accommodation
- ☐ Requested or used baby bonding leave (employers of 20-49 people)
- ☐ Requested or used leave under the California Family Rights Act or FMLA
(employers of 50 or more people)

AS A RESULT I WAS:

- ☐ Asked impermissible non-job-related questions
- ☐ Demoted
- ☐ Denied accommodation for pregnancy
- ☐ Denied accommodation for religious beliefs
- ☒ Denied any employment benefit or privilege
- ☐ Denied baby bonding leave (employers of 20-49 people)
- ☐ Denied employer paid health care while on pregnancy disability leave
- ☐ Denied equal pay
- ☐ Denied Family Care or Medical Leave (CFRA) (employers of 50 or more people)
- ☒ Denied hire or promotion
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- ☐ Denied the right to wear pants
- ☒ Denied work opportunities or assignments
- ☐ Forced to quit
- ☐ Laid off
- ☒ Reprimanded
- ☐ Suspended
- ☐ Terminated
- ☐ Other (specify) _____

2. Do you have an attorney who agreed to represent you in this matter? ☒ Yes ☐ No
If yes, please provide the attorney's contact information.

COMPLAINANT'S REPRESENTATIVE INFORMATION

Attorney Name: Kathleen R. Hartnett

Attorney Firm Name: Boies Schiller Flexner LLP

Attorney Address: 44 Montgomery St., 41st Floor

Attorney City, State, and Zip: San Francisco, CA 94104

3. Briefly describe what you believe to be the reason(s) for the discrimination, harassment, or retaliation. (Optional)

Please see attached addendum

VERIFICATION PAGE – THIS PAGE MUST BE COMPLETED

Before submitting the form, you must verify who you are and whether you are submitting this information for yourself or someone else.

Verifier Name: Kathleen R. Hartnett

Verifier's Relationship to Complainant: Counsel

Verifier's City and State: San Francisco, CA

By submitting this document, you are declaring under penalty of perjury under the laws of the State of California that to the best of your knowledge all information stated is true and correct, except matters stated on information and belief, which you believe to be true.

Addendum to Section 3 of Claudia Carson's DFEH Complaint Requesting Right-to-Sue

I am currently employed at CableConn Industries, Inc. ("CableConn"). I started as a temporary employee on July 5, 2018, and became a full-time, permanent employee on August 13, 2018. Throughout the course of my employment, a male supervisor, Michael Cruz, has subjected me to sexual harassment, including sexual assault. He is also currently retaliating against me by harassing me at work following my internal complaint to management.

The following examples of Mr. Cruz's behavior are representative of the harassment and battery I have experienced, but are not exhaustive. In the fall of 2018, Mr. Cruz approached my workstation and made sexual noises and pantomimed masturbation while a female coworker and I were working to squeeze glue out of syringes. Later in 2018, Mr. Cruz told me that he wanted to take my young son, who also works at CableConn, to a brothel in Tijuana (which Mr. Cruz has openly discussed frequenting, in front of me and other female coworkers). I was deeply offended by this comment, but Mr. Cruz just laughed at my discomfort. In early 2019, while I was working at a computer, Mr. Cruz came up behind me and blew on the back of my neck. In May 2019, Mr. Cruz made a crude, racially-charged joke about my daughter Ana's fiancé that was offensive and demeaning. In September 2019, Mr. Cruz forcibly grazed my buttocks and upper thigh as he walked by, even though there was ample room for him to pass without making physical contact with me. Additionally, I have witnessed Mr. Cruz use lewd language referring to genitalia multiple times in the workplace. I have repeatedly asked Mr. Cruz to stop his behavior, but in each case he has laughed at me or otherwise dismissed my request.

I verbally reported Mr. Cruz's sexual harassment, including his sexual assaults, to Mr. Tom Schmiedeberg (CableConn Controller) during the week of September 23, 2019, and filed a formal written complaint about Mr. Cruz's misconduct on October 2, 2019. CableConn claimed to conduct an "investigation" and provided me a document describing the conclusion of that inquiry on October 30, 2019. CableConn's claimed "investigation" was grossly unfair, inadequate, and traumatizing. Ms. Lisa Coffman (CableConn CEO) prejudiced the outcome of the investigation by (incorrectly) suggesting before it was completed that it was a "he said, she said" situation. Ms. Coffman failed to provide appropriate Spanish translation and interpretation throughout the inquiry process, despite my requests that she do so and her knowledge that English is not my primary language. Ms. Coffman denied me the opportunity to have my counsel present and asked inappropriate questions about my conversations with counsel. Her written conclusion of the "investigation" informed me that "CableConn is unable to conclude that company policy has been violated based on the fact that witnesses have not corroborated the claims". This is an incorrect standard for assessing harassment claims because it would shield CableConn from responsibility for any sexual harassment that took place without witnesses present.

CableConn then tried to pressure me into signing an acknowledgment of the "investigation's" findings by stating they would note my refusal to do so in my file. Finally, CableConn refused to hold Mr. Cruz accountable for his actions in any way that was meaningful, stating in the written conclusion that management simply had a "discussion with [him] regarding the complaint and reiterated [its] harassment policies with him." CableConn further stated that it "will minimize interactions between [me] and Mr. Cruz, although because [we] work in the same building and department, occasional interaction for purely business purposes may be necessary." However, CableConn has failed to take effective steps to minimize Mr. Cruz's interactions with me.

As a result, Mr. Cruz continues to harass me and retaliate against me. Most recently, on both November 21 and 22, 2019, Mr. Cruz slowly circled my workstation for no work-based reason. Mr. Cruz also informed fellow co-workers about my complaint to management against him and as a result these co-workers have been mocking me at work. On November 22, 2019, I complained about Mr. Cruz's retaliatory and harassing conduct to CableConn management, but they dismissed my complaint without investigation.

I did not receive any sexual harassment training until December 4, 2019, after the incidents described above had already occurred, nor am I aware of any CableConn employee receiving such training until on or about November 6, 2019. That was soon after I had complained in writing about Mr. Cruz's harassment and CableConn had been notified that I had legal counsel.

I have suffered and continue to suffer severe emotional distress as a result of the sexual harassment and battery by Mr. Cruz, CableConn's mishandling of my complaint, and my fear of retaliation. I am also afraid of retaliation against my son and husband, both of whom also work at CableConn. Mr. Cruz's conduct, CableConn's ineffective investigation and overall response to the complaint, and CableConn's inadequate policies, practices, and training all violate the law.



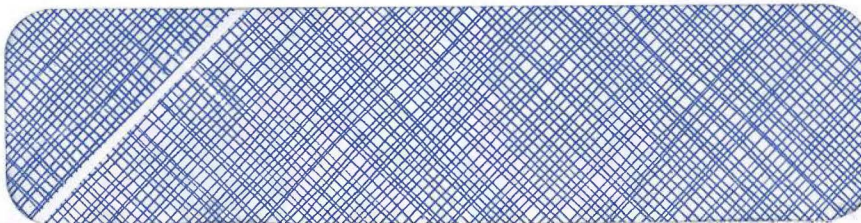
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EXHIBIT B



Memorandum

To: Mhychelle Pieper

From: Lisa Coffman, President

Date: 12/17/18

RE: Investigation of reported incident on 12/8/18

We received your report of sexual harassment by a coworker, which occurred following a work shift on Friday, 12/8/18. We take these complaints seriously, and we have a responsibility to investigate and document our findings, and then decide what, if any, remedies are appropriate. Thank you for bringing these serious concerns to CableConn management.

Following our investigation, we have determined that this incident most likely did occur in violation of Company policy. Management is taking immediate action to address this violation and ensure your safety and the safety of other employees. A member of management will follow up with you to ensure such conduct has ceased. While we normally would not make recommendations regarding off-work social interactions, we recommend limited or no contact with Mr. Hem outside of required work-related transactions.

Please note that Company policies forbid retaliation against any party for reporting a violation or participating in the investigation of a reported violation. If you experience retaliation for reporting this incident, please notify management immediately.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Coffman".

Lisa Coffman

12/17/18

Date

EXHIBIT C



CABLECONN

Memorandum

To: Claudia Carson

From: Lisa Coffman, President

Date: 10-30-19

RE: Discussion items regarding written complaint dated 10-2-19

The week of 9-23-19, Claudia Carson spoke with Tom Schmiedeberg regarding some concerns she had regarding the behavior of Michael Cruz. She was asked to write down her concerns, which she did, and she submitted them on 10-2-19 to Lisa Coffman and Tom Schmiedeberg.

In regards to the complaint, an investigation was completed, and CableConn is unable to conclude that company policy has been violated based on the fact that witnesses have not corroborated the claims.

However, in order to alleviate any concerns about future policy violations, Tom Schmiedeberg and I did have discussions with Mr. Cruz regarding the complaints and reiterated our harassment policies with him. Mr. Cruz will follow the harassment prevent policies. Mr. Cruz also understands that the company prohibits retaliation against people who complain about harassment or discrimination. The company will minimize interactions between Ms. Carson and Mr. Cruz, although because they work in the same building and department, occasional interaction for purely business purposes may be necessary.

Any concerns about harassment or other policy violations must always be reported immediately so that the company can promptly investigate. Any perceived form of retaliation should also be reported immediately.

Sincerely,

Lisa Coffman 10/30/19

Lisa Coffman

Date

Acknowledged: Claudia Carson Date

COVER SHEET