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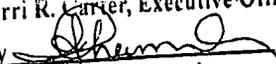
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FILED
Superior Court of California
County of Los Angeles

FEB 08 2016

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16 MAGGIE WANG



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT

BC 6 0 9 5 7 8

17 MAGGIE WANG, an individual;

Case No.

Plaintiff

PLAINTIFF'S COMPLAINT FOR:

vs.

18 PLANNED PARENTHOOD PASADENA
19 AND SAN GABRIEL VALLEY, INC. a
20 California corporation; and DOES 1 - 10,
21 inclusive.

Defendant(s)

1. VIOLATION OF CALIFORNIA LABOR CODE § 226;
2. VIOLATION OF CALIFORNIA LABOR CODE §§ 201 AND 227.3;
3. VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7 AND 512;
4. VIOLATION OF LABOR CODE § 226.7;
5. VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, ET SEQ;
6. RETALIATION IN VIOLATION OF FEHA;
7. WRONGFUL TERMINATION IN VIOLATION OF FEHA;
8. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY (TAMENY);
9. VIOLATION OF LABOR CODE § 1102.5;
10. DISCRIMINATION ON THE BASIS OF COLOR, RACE, ETHNICITY AND/OR NATIONAL ORIGIN;
11. FAILURE TO ACCOMMODATE DISABILITY IN VIOLATION OF FEHA; AND

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By Fax

CIT/CASE : BCX60957
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**12. FAILURE TO ENGAGE IN
INTERACTIVE PROCESS IN
VIOLATION OF FEHA**

JURY TRIAL DEMANDED

Plaintiff MAGGIE WANG (hereinafter "PLAINTIFF" or "WANG"), by and through her attorneys of record herein, brings this Complaint against the above-named Defendants, and in support thereof, states and alleges as follows:

STATEMENT OF THE CASE

1. PLAINTIFF brings this action to vindicate her individual rights and expose Defendant, PLANED PARENTHOOD PASADENA AND SAN GABRIAL VALLEY, INC.'s ("PLANNED PARENTHOOD") pattern and practice of violating their legal obligations, including but not limited to, maintaining a workplace free of California labor law violations and invidious discrimination. In or around January 2015, PLANNED PARENTHOOD hired PLAINTIFF as a Clinician. From the beginning, PLANNED PARENTHOOD, by and through the actions of Roxana Munoz ("Munoz"), a Medical Assistant at the Alhambra, California office of PLANNED PARENTHOOD, together with Eric Hernandez ("HERNANDEZ"), manager of the same office, engaged in a discriminatory campaign against PLAINTIFF solely on the basis of her color, race, ethnicity, and national origin (Asian/Chinese) as well as a known disability. Not only was PLAINTIFF forced to endure substantially unfavorable working conditions in comparison to the super-majority of Hispanic, Spanish-speaking employees, PLAINTIFF was terminated from her employment for complaining of such Labor Code violations and disparate and discriminatory treatment.

PARTIES

2. Plaintiff MAGGIE WANG is, and at all relevant times was, a resident of Los Angeles County, and a former employee of Defendant, PLANNED PARENTHOOD PASADENA AND SAN GABRIAL VALLEY, INC.

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1 3. Defendant, PLANNED PARENTHOOD PASADENA AND SAN GABRIEL
2 VALLEY, INC. (hereinafter "PLANNED PARENTHOOD"), is, and at all relevant times was, a
3 corporation organized under the laws of the State of California, with its principal place of business
4 in Pasadena, California. PLAINTIFF is informed and believes, and based upon such information
5 and belief alleges, that PLANNED PARENTHOOD is a not-for-profit organization providing
6 reproductive healthcare.

7 4. The true names and capacities, whether individual, corporate, agent, representative,
8 or otherwise, of Defendants named and sued herein under the fictitious names DOES 1 through 10,
9 inclusive are unknown to PLAINTIFF at this time. PLAINTIFF will seek leave of the Court to
10 amend this Complaint to allege their true names and capacities once the same have been
11 ascertained. PLAINTIFF is informed and believes, and based upon such information and belief
12 alleges, that each of the fictitiously named Defendants is responsible, in some manner, way, or form,
13 and to some extent for the acts, events, and occurrences hereinafter alleged. Wherever appearing in
14 this Complaint, each and every reference to "Defendants" either generally or specifically is intended
15 and shall be a reference to all Defendants in this action, and each of them, including but not limited
16 to all factiously named Defendants.

17 5. PLAINTIFF is informed and believes, and based upon such information and belief
18 alleges, that at all times relevant to this action, each of the Defendants named herein was doing
19 business as ("dba") and/or was the agent, principal, servant, representative, employer, employee,
20 joint-venturer, partner (of any kind), parent, subsidiary, affiliate, and/or alter ego of each and every
21 other Defendant and, in doing the things hereinafter alleged, was acting within the course and/or
22 scope of such authority as the dba, agent, principal, servant, representative, employer, employee,
23 joint-venturer, partner (of any kind), parent, subsidiary, affiliate, and/or alter ego with the
24 permission, consent, and authorization of the remaining Defendants.

25 6. PLAINTIFF is informed and believes, and based upon such information and belief
26 alleges, that at all times relevant to this action, each of the Defendants, including Does 1 through 10,
27 inclusive, were, at all times herein mentioned, acting in concert with, and in conspiracy with, each
28 and every one of the remaining Defendants.

1 13. At all relevant times herein, up through her wrongful termination on or about April
2 22, 2015, PLAINTIFF performed her essential job functions, job duties and responsibilities as a
3 Clinician competently and proficiently.

4 ***Planned Parenthood's Discriminatory Animus***

5 14. Also employed by PLANNED PARENTHOOD at the Alhambra, California office
6 was MUNOZ and HERNANDEZ. PLAINTIFF is informed and believes, and based upon such
7 information and belief alleges, that both MUNOZ and HERNANDEZ are ethnically Hispanic and
8 Spanish-speaking individuals. PLAINTIFF is further informed and believes, and based upon such
9 information and belief alleges, that the super majority of the PLANNED PARENTHOOD
10 employees at the Alhambra office are similarly Hispanic and Spanish-speaking.

11 15. PLAINTIFF is informed and believes, and based upon such information and belief
12 alleges, that MUNOZ and HERNANDEZ preferred PLANNED PARENTHOOD employing
13 ethnically Hispanic employees, and they themselves desired only to work with ethnically Hispanic,
14 and native Spanish-speaking individuals, to the exclusion of members of other races, ethnicities,
15 and/or national origin like PLAINTIFF.

16 16. PLAINTIFF is informed and believes, and based upon such information and belief
17 alleges, that from the outset, PLANNED PARENTHOOD, by and through the actions of MUNOZ
18 and HERNANDEZ, conspired to materially and adversely alter PLAINTIFF's working conditions,
19 in order to persuade her to leave employment with PLANNED PARENTHOOD. PLAINTIFF was
20 made to feel isolated by MUNOZ's and HERNANDEZ's Spanish-language only practices despite
21 the fact that such language limitations were not appropriate due to the clinical nature of the work
22 conducted.

23 ***Planned Parenthood's Deliberate Refusal To Provide Lawful Meal Periods & Rest Breaks and***

24 ***Continued Disparate Treatment of Plaintiff***

25 17. Furthermore, MUNOZ's job duties included the title of "patient flow specialist" and
26 as a result, she was charged with organizing the flow of patients seen at PLANNED
27 PARENTHOOD and scheduling meal periods and rest breaks for PLANNED PARENTHOOD's
28 employees, including PLAINTIFF. MUNOZ, with the tacit direction and approval of

1 HERNANDEZ, regularly forced PLAINTIFF to see more patients than the other employees in the
2 office, and in so doing, routinely and regularly denied PLAINTIFF the opportunity to receive
3 legally-required meal periods, rest breaks, and even bathroom breaks. On the rare occasion
4 PLAINTIFF did receive her meal periods and/or rest breaks, they were late in the day, and well
5 after PLAINTIFF had been suffered to work for five (5) or more hours.

6 18. With the power and authority to control and dictate patient flow as well as the
7 scheduling of employees' meal periods and rest breaks, MUNOZ, with the approval of
8 HERNANDEZ, deliberately executed practices and policies designed to favor the Hispanic and
9 Spanish-speaking employees at the direct impact and detriment of PLAINTIFF, an Asian-American
10 of Chinese ethnicity. PLAINTIFF is informed and believes, and based upon such information and
11 belief alleges, that Hispanic and Spanish-speaking employees were regularly provided timely meal
12 periods and rest breaks, and those breaks were often scheduled together. In the case of
13 PLAINTIFF, she was prohibited from regularly and timely receiving her legally-entitled meal
14 periods and rest breaks, and in the rare occurrences when she was permitted to take a break, her
15 opportunity to do so would come only after all Hispanic employees had received their breaks.

16 19. During the relevant time frame, PLAINTIFF was denied lawful off-duty meal
17 periods due to the demands placed upon her by Defendants. Defendants did not pay PLAINTIFF
18 one hour of penalty pay at her regular rate for each time a meal period was not provided or was late
19 or interrupted, as required by California law.

20 20. During the relevant time frame, PLAINTIFF was further denied lawful rest breaks
21 due to the demands placed upon her by Defendants. PLAINTIFF was regularly not provided with
22 ten (10) minute rest breaks because she was forced to attend to the demands Defendants placed
23 upon her. Defendants did not pay PLAINTIFF one hour of penalty pay at her regular hourly rate
24 when rest breaks were not provided as required by California law.

25 21. In addition to these violations, Defendants' requirement that PLAINTIFF work a
26 schedule which did not validly and lawfully provide her with all authorized rest or meal periods
27 during her shifts was willful and deliberate, and on information and belief, Defendants have failed
28 to cease its unlawful policies and practices addressed herein despite being on notice of them.

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1 22. Defendants failed to pay on time to PLAINTIFF the legal wages she earned, failed to
2 provide all authorized rest and meal periods owed, and failed to pay one (1) hour wages in lieu of
3 each such unprovided rest and meal period, including upon separation or discharge. Defendants
4 have made it difficult to account with precision for the unlawfully withheld wages and deductions
5 owed to PLAINTIFF during the relevant period because Defendants directed and implemented
6 shifts and a compensation program which failed to provide all authorized meal and rest periods and
7 failed to implement and preserve a lawful record-keeping method to record all non-provided rest
8 and meal periods owed to employees, as required for non-exempt employees by California Labor
9 Code § 226 and applicable California Wage Orders. PLAINTIFF is therefore entitled to penalties
10 not to exceed \$4,000 for each employee pursuant to Labor Code § 226(e).

11 23. PLAINTIFF alleges that Defendants know, should know, knew, and/or should have
12 known that PLAINTIFF was entitled to receive accurate premium wages for wages under Labor
13 Code § 226.7 but was not receiving such accurately computed compensation.

14 24. PLAINTIFF alleges that at all time herein mentioned, Defendants and their agents
15 knew and/or reasonably should have known that they had a duty to accurately compensate
16 PLAINTIFF for all hours worked, including meal and rest period premium compensation and all
17 wages due upon separation, and that Defendants had the financial ability to pay such compensation,
18 but willfully, knowingly, recklessly, and/or intentionally failed to do so.

19 *Plaintiff's Exercise of Protected Activity & Planned Parenthood's Failure to Address,*
20 *Accommodate, and Engage in the Interactive Process*

21 25. After enduring this disparate treatment, throughout March and April of 2015,
22 PLAINTIFF opposed, notified, and complained to HERNANDEZ regarding PLANNED
23 PARENTHOOD's failure and refusal to offer her the statutorily required meal periods and rest
24 breaks. Subsequent opposition, notification, and complaints were also presented to other members
25 PLANNED PARENTHOOD's supervisory and directorial personnel. In so complaining,
26 PLAINTIFF advised PLANNED PARENTHOOD of her pre-diabetic condition/disability and her
27 frustration with not being able to monitor and regular her blood sugar levels. PLAINTIFF further
28 advised PLANNED PARENTHOOD that the simple and reasonable accommodation of providing

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1 her with timely meal periods and rest periods would permit her to perform the essential functions of
2 her job without materially and/or adversely affecting her health.

3 26. PLAINTIFF's complaints to PLANNED PARENTHOOD were discrete, identifiable,
4 and purposive opposition to PLANNED PARENTHOOD's employment practices which were in
5 violations of the California Labor Code. PLAINTIFF's complaints to PLANNED PARENTHOOD
6 further placed Defendants on notice of her medical condition/disability.

7 27. PLAINTIFF's complaints rang hollow. PLANNED PARENTHOOD failed to
8 engage in any interactive process with PLAINTIFF, and ultimately failed to make any reasonable
9 accommodation for PLAINTIFF's known medical condition/disability. PLAINTIFF is informed
10 and believes, and based upon such information and belief alleges, that PLANNED PARENTHOOD,
11 by and through the actions of MUNOZ and HERNANDEZ, continued to place unreasonable
12 demands on PLAINTIFF regarding her daily patient counts and productivity. HERNANDEZ
13 repeatedly compared PLAINTIFF's daily patient counts and productivity levels with those of
14 another Clinician who was able to see a few more patients daily by foregoing all rest breaks and
15 meal periods, implicitly reprimanding PLAINTIFF for taking rest breaks and meal periods to which
16 she was entitled, and effectively failing to make any reasonable accommodation for PLAINTIFF's
17 known medical condition/disability.

18 *Planned Parenthood's Retaliation Against Plaintiff*

19 28. PLAINTIFF is informed and believes, and based upon such information and belief
20 alleges, that MUNOZ and HERNANDEZ were infuriated with PLAINTIFF's complaints and
21 desired to subject PLAINTIFF to immediate termination as a form of retaliation.

22 29. PLAINTIFF is informed and believes, and based upon such information and belief
23 alleges, that PLANNED PARENTHOOD, by and through the actions of MUNOZ and
24 HERNANDEZ, conspired to devise and fabricate pre-textual grounds for PLAINTIFF's eventual
25 termination.

26 30. Despite PLAINTIFF's continued competent and proficient performance of her duties
27 as a Clinician, on or about April 22, 2015, PLAINTIFF was called into a meeting where
28 HERNANDEZ was present, and terminated from employment. PLAINTIFF was informed that she

1 was being terminated for "failure to treat a patient in a sensitive manner." No additional
2 information was provided regarding this purported basis for termination, nor had PLAINTIFF
3 received any prior verbal or written warning, reprimand, or discipline regarding any ostensible
4 deficiency in the performance of her job duties.

5 31. PLAINTIFF is informed and believes, and based upon such information and belief
6 alleges, that PLANNED PARENTHOOD's basis for termination was not legitimate and mere pre-
7 text for taking adverse employment action against PLAINTIFF.

8 **FIRST CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226)**

10 **(Against All Defendants)**

11 32. PLAINTIFF hereby incorporates and realleges each of the allegations contained in
12 the foregoing paragraphs 1 through 31, inclusive, as though fully set forth in this cause of action.

13 33. Defendants, and each of them, failed in their affirmative obligation to keep and
14 furnish each of their employees, including but not limited to, PLAINTIFF, accurate itemized wage
15 statements. Defendants, as a matter of policy and practice, did not maintain and furnish accurate
16 records in violation of California Labor Code § 226 by failing as a matter of policy and practice to
17 keep and furnish accurate payroll records for PLAINTIFF.

18 34. California Labor Code § 226(a)(8) requires every employer to furnish each of its
19 employees with an accurate itemized statement in writing showing "the name and address of the
20 legal entity that is the employer. . ." PLAINTIFF was employed by "Planned Parenthood Pasadena
21 and San Gabriel Valley, Inc. However, PLAINTIFF's pay stubs reflected a different corporate
22 entity in direct violation of Section 226(a)(8) of the Labor Code.

23 35. Such a pattern, practice, and uniform administration of corporate policy as described
24 herein is unlawful and creates an entitlement to recovery by the PLAINTIFF herein, in a civil
25 action, for all damages and/or penalties pursuant to Labor Code § 226, including interest thereon,
26 attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

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1 SECOND CAUSE OF ACTION

2 (Violation of California Labor Code §§ 201 and 227.3)

3 (Against All Defendants)

4 36. PLAINTIFF hereby incorporates and realleges each of the allegations contained in
5 the foregoing paragraphs 1 through 35, inclusive, as though fully set forth in this cause of action

6 37. Defendants, and each of them, failed in their affirmative duty to pay all wages earned
7 and unpaid, including accrued vacation pay, to PLAINTIFF at the time of her discharge.

8 38. California Labor Code § 201(a) states, "[i]f an employer discharges an employee, the
9 wages earned and unpaid at the time of discharge are due and payable immediately."

10 39. California Labor Code § 227.3 states, in pertinent part, "whenever a contract of
11 employment or employer policy provides for paid vacations, and an employee is terminated without
12 having taken of his vested vacation time, all vested vacation shall be paid to him as wages at his
13 final rate in accordance with such contract of employment or employer policy respecting eligibility
14 or time services; provided, however, that an employment contract or employer policy shall not
15 provide for forfeiture of vested vacation time upon termination."

16 40. PLAINTIFF was discharged by Defendants on or about April 22, 2015. At such
17 time, all wages earned and unpaid, including vested vacation time, were immediately due and
18 payable. However, Defendants, and each of them, failed to pay PLAINTIFF in accordance with
19 California Labor Code §§ 201 and 227.3. PLAINTIFF did not receive a final paycheck from
20 Defendants until May 27, 2015.

21 41. PLAINTIFF is informed and believes, and based upon such information and belief
22 alleges, that Defendants' willful failure to provide PLAINTIFF the wages due and owing them upon
23 separation from employment results in a continued payment of wages up to thirty (30) days from
24 the time the wages were due. Therefore, Plaintiff who has separated from employment is entitled to
25 compensation pursuant to Labor Code § 203.

26 *W*
27 *W*
28 *W*

1 **THIRD CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 226.7 and 512)**

3 **(Against All Defendants)**

4 42. PLAINTIFF hereby incorporates and realleges each of the allegations contained in
5 the foregoing paragraphs 1 through 41, inclusive, as though fully set forth in this cause of action.

6 43. At all relevant times alleged herein, Defendants failed in their affirmative obligation
7 to ensure that PLAINTIFF had the opportunity to take and was provided with off-duty meal periods
8 in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order.

9 44. At all relevant times alleged herein, PLAINTIFF was suffered and permitted to work
10 through legally required meal breaks and was denied the opportunity to take her off-duty meal
11 breaks. As such, Defendants are responsible for paying premium compensation for missed meal
12 periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order.

13 45. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
14 period of more than five (5) hours without providing a meal break of not less than thirty (30)
15 minutes in which the employee is relieved of all of his or her duties. Likewise, no employer shall
16 employ an employee for a work period of more than ten (10) hours without providing a second meal
17 period of not less than thirty (30) minutes unless that employee works less than twelve (12) hours
18 and agrees to waive said second meal period.

19 46. Pursuant to the IWC Wage Orders applicable to PLAINTIFF's employment by
20 Defendants, in order for an "on duty" meal period to be permissible, the nature of the work of the
21 employee must prevent an employee from being relieved of all duties relating to his or her work for
22 the employer, and the employee must consent in writing to the "on duty" meal period. PLAINTIFF
23 did not consent in writing to an "on duty" meal period. Further, the nature of the work of
24 PLAINTIFF was not such that PLAINTIFF was prevented from being relieved of all duties.
25 Despite said requirements of the IWC Wage Orders applicable to PLAINTIFF's employment by
26 Defendants and Labor Code § 512 and § 226.7, PLAINTIFF was not provided with timely,
27 uninterrupted first meal periods, and was similarly not provided with a second meal period when
28 such should have been provided.

1 was denied the opportunity to take her rest breaks. As such, Defendants are responsible for paying
2 premium compensation for missed rest periods pursuant to Labor Code § 226.7 and the applicable
3 IWC Wage Order.

4 52. Pursuant to the IWC Wage Order applicable to PLAINTIFF's employment by
5 Defendants, "[e]very employer shall authorize and permit all employees to take rest periods, which
6 insofar as practicable shall be in the middle of each work period. [The] authorized rest period
7 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
8 four (4) hours worked or major fraction thereof. Authorized rest period time shall be counted as
9 hours worked, for which there shall be no deduction from wages."

10 53. Labor Code § 226.7(a) prohibits an employer from requiring any employee to work
11 during any rest period mandated by an applicable order of the IWC. Defendants were required to
12 authorize and permit its employee such as PLAINTIFF to take rest periods, based upon the total
13 hours worked at a rate of ten (10) minutes net rest per four (4) hours, or major fraction thereof, with
14 no deduction from wages. Despite said requirements of the IWC Wage Order applicable to
15 PLAINTIFF's employment, Defendants required Plaintiff to work through or miss ten (10) minute
16 rest periods due to Defendants' clients, customers, patients, and other work demands, which
17 Defendants' management and supervisory personnel placed upon PLAINTIFF. As a result,
18 Defendants failed and refused to validly and properly authorize and permit PLAINTIFF to take ten
19 (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

20 54. At all relevant times alleged herein, Defendants, as a pattern and practice, regularly
21 required employees, including PLAINTIFF, to work through their rest breaks without proper
22 premium compensation and denied PLAINTIFF the right to take proper rest breaks as required by
23 law. As a proximate result of the aforementioned violations, PLAINTIFF has been harmed in an
24 amount according to proof at time of trial.

25 55. At all relevant times alleged herein, PLAINTIFF is informed and believes and based
26 upon such information and belief alleges that Defendants willfully failed to pay employees who
27 were not provided with the opportunity to take rest breaks the premium compensation set out in
28 Labor Code § 226.7, and the applicable IWC Wage Order and that PLAINTIFF is owed wages for

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1 the rest period violations set forth above. PLAINTIFF in informed and believes, and based upon
2 such information and belief alleges, that Defendants' willful failure to provide PLAINTIFF the
3 wages due and owing them upon separation from employment results in a continued payment of
4 wages up to thirty (30) days from the time the wages were due. Therefore, PLAINTIFF who has
5 separated from employment is entitled to compensation pursuant to Labor Code § 203.

6 56. Such a pattern, practice, and uniform administration of corporate policy as described
7 herein is unlawful and creates an entitlement to recovery by the PLAINTIFF, in a civil action, for
8 the unpaid balance of the unpaid premium compensation pursuant to Labor Code §§ 226.7 and the
9 applicable IWC Wage Order, including interest thereon, penalties, reasonable attorneys' fees, and
10 costs of suit.

11 **FIFTH CAUSE OF ACTION**

12 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

13 **(Against All Defendants)**

14 57. PLAINTIFF hereby incorporates and realleges each of the allegations contained in
15 the foregoing paragraphs 1 through 56, inclusive, as though fully set forth in this cause of action.

16 58. Defendants, and each of them, have engaged and continue to engage in unfair and
17 unlawful business practices in California by practicing, employing and utilizing the employment
18 practices outlined above, include, to wit, by: (a) failing to keep proper payroll records in violation
19 of Labor Code § 226 for Plaintiff; (b) failing to provide off-duty meal breaks in violation of Labor
20 Code §§ 226.7 and 512; (c) failing to provide rest breaks in violation of Labor Code § 226.7 and the
21 applicable IWC Wage Order; and (d) engaging in Unfair Business Practices in violation of the
22 California Unfair Competition Law, California Business & Professions Code § 17200, *et seq.*
23 ("UCL"), all in violation of the California Labor Code and applicable IWC Wage Orders.

24 59. Defendants' utilization of such unfair and unlawful business practices constitutes
25 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

26 60. PLAINTIFF seeks full restitution of monies, as necessary and according to proof, to
27 restore any and all monies withheld, acquired and/or converted by the Defendants by means of the
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1 unfair practices complained of herein. Specifically, PLAINTIFF seeks restitution for premium pay
2 for missed meal periods and rest periods.

3 61. PLAINTIFF is informed and believes, and based thereon alleges, that at all times
4 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as
5 proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth
6 herein above thereby depriving PLAINTIFF the minimum and basic working condition standards
7 and conditions due to them under the California laws and the applicable IWC Wage Orders as
8 specifically described therein.

9 **SIXTH CAUSE OF ACTION**

10 **(Retaliation in Violation of FEHA)**

11 **(Against All Defendants)**

12 62. PLAINTIFF hereby incorporates and realleges each of the allegations contained in
13 the foregoing paragraphs 1 through 61, inclusive, as though fully set forth in this cause of action.

14 63. Defendants, and each of them, retaliated against Plaintiff because she opposed and
15 complained of Defendants' continuing and ongoing violations of California Labor Code §§ 226.7
16 and 512 as directed against PLAINTIFF.

17 64. At all relevant times herein, Defendants were prohibited by statute, and in particular,
18 the mandates of California Government Code § 12940(h), from discriminating and retaliating
19 against employees who oppose and complain of practices forbidden by the Fair Employment and
20 Housing Act ("FEHA").

21 65. At all relevant times herein, PLAINTIFF's complaint and opposition to Defendants'
22 various violations of California's Labor Code which included, but were not limited to, her direct
23 complaints to MUNOZ and HERNANDEZ about Defendants' failure to provide her with timely
24 off-duty meal periods and required rest breaks, were "protected activities" under California law.

25 66. Defendants, and each of them, terminated PLAINTIFF's employment, which
26 constitutes an adverse employment action.

27 67. PLAINTIFF's termination occurred subsequent to and nearly contemporaneous with
28 PLAINTIFF's exercise of protected rights, including but not limited to communicating to

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1 Defendants her complaints and opposition to Defendants' practice and policy of denying her timely
2 off-duty meal periods and required rest breaks.

3 68. PLAINTIFF is informed and believes, and based upon such information and belief
4 alleges, that Defendants knew, by and through its managers, directors, and human resources
5 representatives, that Plaintiff had engaged in a protected activity, and Defendants' retaliatory
6 employment decision to terminate PLAINTIFF was close in time to the protected activity and their
7 knowledge thereof.

8 69. PLAINTIFF is informed and believes, and based upon such information and belief
9 alleges, that Defendants engaged in a pattern of conduct consistent with retaliatory intent, including
10 but not limited to, manufacturing a perceived and pre-textual rationale for taking the adverse
11 employment action against PLAINTIFF.

12 70. As a proximate result of Defendants' conduct, PLAINTIFF has suffered special
13 damages in the form of lost earnings, benefits, and/or out of pocket expenses in an amount
14 according to proof at time of trial. As a further direct and proximate result of Defendants' conduct,
15 PLAINTIFF will suffer additional special damages in the form of lost future earnings, benefits,
16 and/or other prospective damages in an amount according to proof at time of trial.

17 71. As a further direct and proximate result of Defendants' conduct, PLAINTIFF has
18 suffered loss of financial stability, peace of mind, future security, and has suffered embarrassment,
19 humiliation, mental and emotional pain and distress and discomfort, all to her detriment and damage
20 in amounts not fully ascertained but within the jurisdiction of this court and subject to proof at the
21 time of trial.

22 72. By reason of the conduct of Defendants herein, PLAINTIFF has retained attorneys to
23 prosecute her claims under FEHA. Plaintiff is therefore entitled to recover reasonable attorneys'
24 fees and costs pursuant to Government Code § 12965(b), in addition to other damages as provided
25 by law and as alleged herein.

26 73. Defendants committed the acts alleged herein oppressively and maliciously, with the
27 wrongful intention of injuring PLAINTIFF, from an evil and improper motive amounting to malice,
28

1 and in conscious disregard for PLAINTIFF's rights. Thus, Plaintiff is entitled to recover punitive
2 damages from Defendants.

3 **SEVENTH CAUSE OF ACTION**

4 **(Wrongful Termination in Violation of FEHA)**

5 **(Against All Defendants)**

6 74. PLAINTIFF hereby incorporates and realleges each of the allegations contained in
7 the foregoing paragraphs 1 through 73, inclusive, as though fully set forth in this cause of action.

8 75. Defendants' actions in terminating PLAINTIFF based upon PLAINTIFF's known
9 opposition to and complaint of Defendants' violations of the California Labor Code, including but
10 not limited to, her complaints to Defendants' managerial and supervisory personnel about
11 Defendants' failure to provide legally required off-duty meal periods and rest breaks, is in violation
12 of public policy. PLAINTIFF has been personally aggrieved and damaged by Defendants' unlawful
13 termination.

14 76. Pursuant to Government Code §12940, *et seq.*, employers shall not treat their
15 employees differently in terms, compensation, conditions and privileges of employment based upon
16 protected activities. Defendants violated PLAINTIFF's rights and violated §12940 when they
17 terminated PLAINTIFF on the declared and perceived belief and pretext that she had failed to treat
18 a patient in a sensitive manner.

19 77. PLAINTIFF is informed and believes, and based upon such information and belief
20 alleges, that Defendants' termination of PLAINTIFF's employment was the direct and proximate
21 consequence of PLAINTIFF's exercise of a protected activity.

22 78. As a proximate result of Defendants' conduct, PLAINTIFF has suffered special
23 damages in the form of lost earnings, benefits, and/or out of pocket expenses in an amount
24 according to proof at time of trial. As a further direct and proximate result of Defendants' conduct,
25 PLAINTIFF will suffer additional special damages in the form of lost future earnings, benefits,
26 and/or other prospective damages in an amount according to proof at time of trial.

27 79. As a further direct and proximate result of Defendants' conduct, PLAINTIFF has
28 suffered loss of financial stability, peace of mind, future security, and has suffered embarrassment.

1 humiliation, mental and emotional pain and distress and discomfort, all to her detriment and damage
2 in amounts not fully ascertained but within the jurisdiction of this court and subject to proof at the
3 time of trial.

4 80. By reason of the conduct of Defendants herein, PLAINTIFF has retained attorneys to
5 prosecute her claims under FEHA. PLAINTIFF is therefore entitled to recover reasonable
6 attorneys' fees and costs pursuant to Government Code § 12965(b), in addition to other damages as
7 provided by law and as alleged herein.

8 81. Defendants committed the acts alleged herein oppressively and maliciously, with the
9 wrongful intention of injuring PLAINTIFF from an evil and improper motive amounting to malice,
10 and in conscious disregard for PLAINTIFF's rights. Thus, PLAINTIFF is entitled to recover
11 punitive damages from Defendants.

12 **EIGHTH CAUSE OF ACTION**

13 **(Wrongful Termination in Violation of Public Policy)**

14 **(Against All Defendants)**

15 82. PLAINTIFF hereby incorporates and realleges each of the allegations contained in
16 the foregoing paragraphs 1 through 81, inclusive, as though fully set forth in this cause of action.

17 83. Government Code §§ 12940, *et seq.*, embodies fundamental state public policies
18. These statutes contain specific language which forbid an employer and its employees from
19 discharging or discriminating against an employee in retaliation for opposing a practice made illegal
20 under California's FEHA. The policy against discrimination in employment on the basis of
21 prohibited characteristics inures to the benefit of the public because any type of invidious
22 discrimination foments strife and unrest. Furthermore, because the employer's violation of a statute
23 on a particular subject is also a violation of public policy, firing an employee for reporting the
24 violation violates public policy.

25 84. PLAINTIFF is informed and believes, and based upon such information and belief,
26 alleges, that Defendants terminated PLAINTIFF's employment for having opposed and complained
27 about Defendants' violations of the California Labor Code, and more specifically, Defendants'

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02/08/2016

1 denial of PLAINTIFF's right to receive timely, off-duty meal periods and rest breaks, including but
2 not limited to, her complaints to Defendant's managerial and supervisory personnel.

3 85. PLAINTIFF's termination occurred as a direct and proximate result of PLAINTIFF's
4 complaint and reporting of an alleged violation of a statute of public importance.

5 86. As a proximate result of Defendants' conduct, PLAINTIFF has suffered special
6 damages in the form of lost earnings, benefits, and/or out of pocket expenses in an amount
7 according to proof at time of trial. As a further direct and proximate result of Defendants' conduct,
8 PLAINTIFF will suffer additional special damages in the form of lost future earnings, benefits,
9 and/or other prospective damages in an amount according to proof at time of trial.

10 87. As a further direct and proximate result of Defendants' conduct, PLAINTIFF has
11 suffered loss of financial stability, peace of mind, future security, and has suffered embarrassment,
12 humiliation, mental and emotional pain and distress and discomfort, all to her detriment and damage
13 in amounts not fully ascertained but within the jurisdiction of this court and subject to proof at the
14 time of trial.

15 88. Defendants committed the acts alleged herein oppressively and maliciously, with the
16 wrongful intention of injuring PLAINTIFF, from an evil and improper motive amounting to malice,
17 and in conscious disregard for PLAINTIFF's rights. Thus, PLAINTIFF is entitled to recover
18 punitive damages from Defendants.

19 **NINTH CAUSE OF ACTION**

20 **(Violation of California Labor Code § 1102.5)**

21 **(Against All Defendants)**

22 89. PLAINTIFF hereby incorporates and realleges each of the allegations contained in
23 the foregoing paragraphs 1 through 88, inclusive, as though fully set forth in this cause of action.

24 90. California Labor Code § 1102.5 prohibits employers from retaliating against
25 employees who report reasonably-believed violations of state or federal laws, rules, or regulations,
26 including internal reports to any person with authority over the employee or to another employee
27 with the authority to investigate, discover or correct the reported violation.

28

1 91. PLAINTIFF is informed and believes, and based upon such information and belief
2 alleges, that Defendants violated California Labor Code § 1102.5 when it retaliated against
3 PLAINTIFF and terminated her employment with Defendants as a direct consequence of
4 PLAINTIFF engaging in the protected activity of complaining and reporting internally to
5 Defendants' managerial and supervisory personnel of potential violations of state and/or federal
6 laws, including violations of the California Labor Code.

7 92. PLAINTIFF had reasonable cause to believe that she was disclosing a violation of
8 state and/or federal law.

9 93. As a proximate result of Defendants' conduct, PLAINTIFF has suffered special
10 damages in the form of lost earnings, benefits, and/or out of pocket expenses in an amount
11 according to proof at time of trial. As a further direct and proximate result of Defendants' conduct,
12 PLAINTIFF will suffer additional special damages in the form of lost future earnings, benefits,
13 and/or other prospective damages in an amount according to proof at time of trial.

14 94. As a further direct and proximate result of Defendants' conduct, PLAINTIFF has
15 suffered loss of financial stability, peace of mind, future security, and has suffered embarrassment,
16 humiliation, mental and emotional pain and distress and discomfort, all to her detriment and damage
17 in amounts not fully ascertained but within the jurisdiction of this court and subject to proof at the
18 time of trial.

19 95. As a further direct and proximate result of Defendants' conduct, and by reason of
20 Government Code § 12653(b), Plaintiff is entitled to reinstatement, double backpay, special
21 damages, punitive damages, litigation costs, and reasonable attorneys' fees.

22 96. Defendants committed the acts alleged herein oppressively and maliciously, with the
23 wrongful intention of injuring PLAINTIFF, from an evil and improper motive amounting to malice,
24 and in conscious disregard for PLAINTIFF's rights. Thus, PLAINTIFF is entitled to recover
25 punitive damages from Defendants.

26 ///

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1 TENTH CAUSE OF ACTION

2 (Unlawful Discrimination on the Basis of Color, Race, Ethnicity, and/or National Origin)

3 (Against All Defendants)

4 97. PLAINTIFF hereby incorporates and realleges each of the allegations contained in
5 the foregoing paragraphs 1 through 96, inclusive, as though fully set forth in this cause of action.

6 98. California Government Code § 12940(a) forbids an employer from discriminating
7 against an employee because of, among other things, their race, color, national origin, and ancestry.

8 99. Defendants, and each of them, have unlawfully discriminated against PLAINTIFF
9 based on her color, race, ethnicity, and/or national origin in direct violation of California
10 Government Code § 12940(a).

11 100. PLAINTIFF is a member of a protected group based on her color, race, ethnicity, and
12 national origin (Asian/Chinese).

13 101. Defendants come within the reach of FEHA as they regularly employ five (5) or
14 more employees.

15 102. Without cause, justification, or for any bona fide occupational qualification,
16 Defendants, motivated by discriminatory animus, treated PLAINTIFF less favorably than similarly
17 situated employees who are not Asian/Chinese.

18 103. Defendants, and each of them, have discriminated against PLAINTIFF in the terms
19 and conditions of her employment on the basis of her protected group status (Asian/Chinese), in
20 violation of California Government Code § 12940(a). Specifically, Defendants cultivated and
21 executed upon a culture of discriminatory policies, customs, and practices designed to favor the
22 Hispanic and Spanish-speaking personnel, which made up a super-majority of Defendants'
23 employees, at the direct cost of materially and adversely impacting PLAINTIFF's working
24 conditions, including prohibiting PLAINTIFF from regularly and timely receiving her legally-
25 required off-duty meal periods and rest breaks while the Hispanic and Spanish-speaking personnel
26 were adequately provided with all California Labor Code and IWC wage order compliance meal
27 periods and rest breaks. In the rare occurrences when PLAINTIFF was permitted to take a meal
28

1 period or a rest break, they would only be provided to PLAINTIFF after all the Hispanic, Spanish-
2 speaking employees had benefited from taking their meal periods and rest breaks first.

3 104. PLAINTIFF is informed and believes, and based upon such information and belief
4 alleges, that Defendants thereafter negligently, carelessly, and recklessly failed to take all
5 reasonable steps and precautions necessary to investigate, discover, ascertain, confirm, correct,
6 and/or prevent said discrimination.

7 105. Defendants denied PLAINTIFF an opportunity to seek, obtain, and hold employment
8 without discrimination on the basis of his color, race, ethnicity, and/or national origin in violation of
9 California Government Code §12900 *et seq.* and entitled PLAINTIFF to all categories of damages,
10 including exemplary and punitive damages.

11 106. As a direct and proximate result of the aforementioned conduct of Defendants, and
12 each of them, PLAINTIFF has suffered loss of salary, and has been forced to find other gainful
13 employment, and Plaintiff is thereby entitled to specific damages in an amount to be proven at time
14 of trial.

15 107. As a further direct and proximate result of the aforementioned conduct of
16 Defendants, and each of them, PLAINTIFF suffered humiliation, injury to her professional
17 reputation, mental anguish, emotional and physical distress. PLAINTIFF is thereby entitled to
18 general and specific damages to be determined at the time of trial.

19 108. As a further direct and proximate result of the aforementioned conduct of
20 Defendants, and each of them, as alleged herein, PLAINTIFF has necessarily retained attorneys to
21 prosecute the within action. PLAINTIFF is therefore entitled to reasonable attorneys' fees and
22 litigation costs and expenses, including expert witness fees and costs, incurred in bringing the
23 within action.

24 109. The conduct of Defendants and/or their agents/employees as described herein was
25 malicious, and/or oppressive, and done with a willful and conscious disregard of PLAINTIFF's
26 rights and of the deleterious consequences of their actions. Consequently, PLAINTIFF is entitled to
27 punitive damages against Defendants.

28 1/1

1 ELEVENTH CAUSE OF ACTION

2 (Failure to Accommodate Disability in Violation of FEHA)

3 (Against All Defendants)

4 110. PLAINTIFF hereby incorporates and realleges each of the allegations contained in
5 the foregoing paragraphs 1 through 109, inclusive, as though fully set forth in this cause of action.

6 111. At all times relevant to this lawsuit, PLAINTIFF was an employee of Defendants
7 with certain disabilities as described above, including a pre-diabetic condition requiring her to
8 regularly monitor her blood sugar levels.

9 112. California Government Code § 12940(m) makes it unlawful "[f]or an employer or
10 other entity to fail to make reasonable accommodation for the known physical or mental
11 disability of an applicant or employee."

12 113. Defendants had an affirmative obligation to make reasonable accommodations for
13 the known disabilities of their employees.

14 114. Defendants were aware of PLAINTIFF's disability and despite PLAINTIFF's
15 request for reasonable accommodation, including but not limited to, the provision of timely meal
16 periods and rest breaks to monitor, regulate, and control her blood sugar levels, no such reasonable
17 accommodation was provided. The provision of such reasonable accommodation would have
18 enabled PLAINTIFF to perform the essential functions of her job.

19 115. As a direct and proximate result of the aforementioned conduct of Defendants, and
20 each of them, PLAINTIFF has suffered loss of salary, and has been forced to find other gainful
21 employment, and Plaintiff is thereby entitled to specific damages in an amount to be proven at time
22 of trial.

23 116. As a further direct and proximate result of the aforementioned conduct of
24 Defendants, and each of them, PLAINTIFF suffered humiliation, injury to her professional
25 reputation, mental anguish, emotional and physical distress. PLAINTIFF is thereby entitled to
26 general and specific damages to be determined at the time of trial.

27 117. As a further direct and proximate result of the aforementioned conduct of
28 Defendants, and each of them, as alleged herein, PLAINTIFF has necessarily retained attorneys to

1 prosecute the within action. PLAINTIFF is therefore entitled to reasonable attorneys' fees and
2 litigation costs and expenses, including expert witness fees and costs, incurred in bringing the
3 within action.

4 118. The conduct of Defendants and/or their agents/employees as described herein was
5 malicious, and/or oppressive, and done with a willful and conscious disregard of PLAINTIFF's
6 rights and of the deleterious consequences of their actions. Consequently, PLAINTIFF is entitled to
7 punitive damages against Defendants.

8 **TWELFTH CAUSE OF ACTION**

9 **(Failure to Engage in the Interactive Process in Violation of FEHA)**

10 **(Against All Defendants)**

11 119. PLAINTIFF hereby incorporates and realleges each of the allegations contained in
12 the foregoing paragraphs 1 through 118, inclusive, as though fully set forth in this cause of action.

13 120. California Government Code § 12940(n) makes it unlawful "[f]or an employer or
14 other entity covered by this part to fail to engage in a timely, good faith interactive process with the
15 employee or applicant to determine effective reasonable accommodations, if any, in response to a
16 request for reasonable accommodation by an employee or applicant with a known physical or
17 mental disability or known medical condition."

18 121. California Government Code § 12926.1(e) states: "The Legislature affirms the
19 important of the interactive process between the applicant or employee and the employer in
20 determining a reasonable accommodation, as the requirement has been articulated by the Equal
21 Employment Opportunity Commission in its interpretive guidance of the Americans with
22 Disabilities Act."

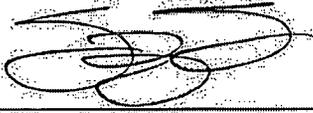
23 122. PLAINTIFF informed Defendants of her disabilities and requested accommodations,
24 but instead of engaging in a timely and good faith process with PLAINTIFF to determine effective
25 reasonable accommodations as required by California Government Code §§ 12940(n) and
26 12926.1(e), Defendants manufactured non-legitimate and pre-textual reasons for terminating
27 PLAINTIFF, and subsequently terminated her employment.
28

02/08/2018

1 DATED: February 8, 2016

Respectfully submitted,

2 THE LAW OFFICE OF EUGENE S. SUH

3
4 By: 

5 Eugene S. Suh

6 Attorneys for Plaintiff
7 MAGGIE WANG

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02 / 08 / 2016

DEMAND FOR JURY TRIAL

Plaintiff, for herself, hereby demands a jury trial as provided by California law.

DATED: February 8, 2016.

Respectfully submitted,

THE LAW OFFICE OF EUGENE S. SUH



By: _____

Eugene S. Suh

Attorneys for Plaintiff
MAGGIE WANG

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02 / 08 / 2016

ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
THE LAW OFFICE OF EUGENE S. SUH, APC
EUGENE S. SUH (SBN 245313)
135 S. STATE COLLEGE BLVD., SUITE 200
BREA, CALIFORNIA 92821
TELEPHONE NO.: (714) 987-6211 FAX NO.: (714) 987-6101
ATTORNEY FOR (Name): Plaintiff, MAGGIE WANG

FOR COURT USE ONLY
FILED
Superior Court of California
County of Los Angeles
FEB 08 2016
Sherri R. Carter, Executive Officer/Clerk
By Ishayla Chambers, Deputy
Ishayla Chambers

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, California 90012
BRANCH NAME: Stanley Mosk Courthouse - Central District

CASE NAME:
WANG v. PLANNED PARENTHOOD

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)
Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
BC 6 0 9 5 7 8
JUDGE:
DEPT:

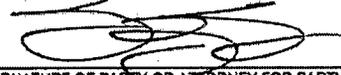
Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/IPD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/IPD/W/D (23) Non-P/IPD/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/IPD/W/D tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties. | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve. | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Twelve (12)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 8, 2015
Eugene S. Suh (SBN 245313)
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code): (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

By Fax

02/08/2015

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages; (2) punitive damages; (3) recovery of real property; (4) recovery of personal property; or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
- Asbestos Property Damage
- Asbestos Personal Injury/Wrongful Death
- Product Liability (not asbestos or toxic/environmental) (24)
- Medical Malpractice (45)
- Medical Malpractice—Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
- Premises Liability (e.g., slip and fall)
- Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
- Intentional Infliction of Emotional Distress
- Negligent Infliction of Emotional Distress
- Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander/libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
- Legal Malpractice
- Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
- Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
- Auto Subrogation
- Other Coverage
- Other Contract (37)
- Contractual Fraud
- Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
- Writ of Possession of Real Property
- Mortgage Foreclosure
- Quiet Title
- Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
- Writ—Administrative Mandamus
- Writ—Mandamus on Limited Court Case Matter
- Writ—Other Limited Court Case Review
- Other Judicial Review (39)
- Review of Health Officer Order
- Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
- Abstract of Judgment (Out of County)
- Confession of Judgment *(non-domestic relations)*
- Sister State Judgment
- Administrative Agency Award *(not unpaid taxes)*
- Petition/Certification of Entry of Judgment on Unpaid Taxes
- Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint *(not specified above)* (42)
- Declaratory Relief Only
- Injunctive Relief Only *(non-harassment)*
- Mechanics Lien
- Other Commercial Complaint Case *(non-tort/non-complex)*
- Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
- Civil Harassment
- Workplace Violence
- Elder/Dependent Adult Abuse
- Election Contest
- Petition for Name Change
- Petition for Relief From Late Claim
- Other Civil Petition

02/08/2016

ORIGINAL

SHORT TITLE

WANG v. PLANNED PARENTHOOD

CASE NUMBER

BC 6 0 9 5 7 8

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5-7 HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4)

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory Filing Location (Hub Case).

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death/Tort

Table with 3 columns: A Civil Case Cover Sheet Category No, B Type of Action (Check only one), C Applicable Reasons - See Step 3 Above. Rows include Auto (22), Uninsured Motorist (46), Asbestos (04), Product Liability (24), Medical Malpractice (45), and Other Personal Injury/Property Damage/Wrongful Death (23).

By Fax

02/08/2016

SHORT TITLE

WANG V. PLANNED PARENTHOOD

CASE NUMBER

Non-Personal Injury/Property
Damage/Wrongful Death/Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2, 3
Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
	<input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence)	2, 5
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2, 5, 6, 11
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2, 5, 11
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5
	<input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
	<input type="checkbox"/> A6032 Quiet Title	2, 6
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2, 6
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2, 6
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6

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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 6
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2, 8
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2
	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2, 8
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
Toxic Tort/Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 9
	<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Partnership/Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
	<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
	<input type="checkbox"/> A6190 Election Contest	2
	<input type="checkbox"/> A6110 Petition for Change of Name	2, 7
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 4, 8
	<input type="checkbox"/> A6100 Other Civil Petition	2, 9

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

02/08/2016

SHORT TITLE: **WANG v. PLANNED PARENTHOOD**

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 320 S. Garfield Avenue, #126
CITY: Alhambra	STATE: CA	ZIP CODE: 91801

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd. (a)].

Dated: February 8, 2016



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint; or other initiating pleading in the case.

02/08/2016