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12 SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

13 700 Civic Center Drive, Santa Ana, California 92701

14 ALINEH AVANESSIAN, an individual,  
15 Plaintiff,

16 vs.

17 ROCKWELL COLLINS, INC., a Delaware  
18 corporation; MOHAMED ABDELRAHIM, an  
19 individual; and DOES 1 through 100, inclusive,  
20 Defendants.

Case No.:

PLAINTIFF'S COMPLAINT FOR:

- 1) Discrimination in Violation of the California Family Rights Act (Cal. Gov't Code § 12945.2(l)(1));
- 2) Interference in Violation of the California Family Rights Act (Cal. Gov't Code § 12945.2(t));
- 3) Discrimination in Violation of the California Fair Employment and Housing Act (Cal. Gov't Code § 12940(a));
- 4) Harassment in Violation of the California Fair Employment and Housing Act (Cal. Gov't. Code § 12940(j))
- 5) Failure to Prevent Discrimination (Cal. Gov't Code § 12940(k))
- 6) Unpaid Meal Period Wages in Violation of IWC Wage Order No. 4-2001 and California Labor Code §§ 226.7 and 512;

— *Complaint Continues on Next Page*

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- 7) Unpaid Rest Period Wages in Violation of IWC Wage Order No. 4-2001 and California Labor Code § 226.7;
- 8) Unpaid Overtime Wages in Violation of IWC Wage Order 4-2001 and California Labor Code §§ 510 and 1194;
- 9) Failure to Provide Accurate Itemized Statements in Violation of California Labor Code § 226;
- 10) Failure to Reimburse for All Expenses Incurred in Violation of Labor Code § 2802;
- 11) Failure to Maintain a Reasonably Comfortable Temperature in Violation of IWC Wage Order 4-2001 and Labor Code § 1198;
- 12) Waiting Time Penalties in Violation of California Labor Code §§ 202 and 203;
- 13) Retaliation in Violation of California Labor Code § 1102.5; and
- 14) Unlawful Business Practices in Violation of California Business and Professions Code § 17200 et seq

Amount demanded exceeds \$25,000.

JURY TRIAL DEMANDED

1 1) Plaintiff ALINEH AVANESSIAN (“Plaintiff”), an individual, hereby alleges against  
2 Defendants ROCKWELL COLLINS, a Delaware corporation (“Rockwell Collins”),  
3 MOHAMED ABDELRAHIM (“Abdelrahim”), an individual, and DOES 1 through 100,  
4 inclusive (collectively, “Defendants”), as follows:

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6 **JURISDICTION AND VENUE**

7 2) Jurisdiction is conferred on this Court over Defendants named herein as residents of the  
8 state of California and/or conductors of business in the state of California. Jurisdiction is  
9 conferred on this Court as to all causes of action as they arise under state statute or common law.

10 3) Venue is proper in this Court because Defendants reside and/or conduct business in this  
11 County, and a substantial part of the events and omissions giving rise to Plaintiff’s causes of  
12 action occurred in this County.

13  
14 **THE PARTIES**

15 4) Plaintiff Alineh Avanessian is an individual residing in Glendale, California.

16 5) Defendant Rockwell Collins, Inc. is a Delaware corporation with several facilities in  
17 Orange County, including Tustin, CA, Anaheim, CA, and Cypress, CA. Per its website, Rockwell  
18 Collins “is a leader in aviation and high-integrity solutions for commercial and military customers  
19 around the world.” Plaintiff is informed and believes, and thereon alleges, that Rockwell Collins  
20 is, and at all pertinent times alleged herein was, doing business in the County of Orange.

21 6) Defendant Mohamed Abdelrahim is an individual residing in Lake Forest, California.

22 7) The true names, identities, or capacities, whether individual, corporate, associate, or  
23 otherwise, of DOES 1 through 100, inclusive, are unknown to Plaintiff. When the true names,  
24 identities, or capacities of such fictitiously designated Defendants are ascertained, Plaintiff will  
25 ask leave of this Court to amend this Complaint to insert their true names, identities, and  
26 capacities, together with the proper charging allegations. Plaintiff is informed and believes and  
27 thereon alleges that some or all of the fictitiously named Defendants are responsible in  
28 manner for the occurrences herein alleged, and that Plaintiff’s damages as herein alleged were

1 proximately caused by those defendants.

2 8) Plaintiff believes and therefore alleges that at all times herein mentioned, each of the  
3 Defendants was the agent and employee of each of the other Defendants, and in doing the acts  
4 alleged herein, was acting within the scope of such agency and employment. Plaintiff further  
5 believes and therefore alleges that the conduct of each of the Defendants as alleged herein was  
6 ratified by each of the other Defendants, and the benefits thereof were accepted by each of the  
7 other said Defendants.

8  
9 **FACTUAL ALLEGATIONS**

10 9) Beginning April of 2007, Plaintiff was employed by Defendants as a G4-level mechanical  
11 engineer at Defendants' former facility in Tustin, CA. Mechanical engineering is a heavily  
12 dominated field. According to a 2016 report by the Bureau of Labor Statistics, a unit of the United  
13 States Department of Labor, women only represent 7.2% of mechanical engineers in the  
14 workforce, the lowest percentage among women employed in architecture and engineering  
15 occupations.

16 10) Formost of Plaintiff's employment, her primary duties included writing test procedures  
17 to meet the requirements of Defendants' clients and documenting the results from said tests.  
18 Plaintiff took her job seriously and worked diligently to ensure Rockwell Collins's clients' needs  
19 were satisfied. During her employment, Plaintiff only received positive performance reviews  
20 from her supervisors (until the performance review described herein), ranked third in the number  
21 of invention disclosures at Rockwell Collins, and received numerous awards for her work.

22 11) In fiscal year (hereafter "FY") 2007, Plaintiff's first performance review with Rockwell  
23 Collins, Naji Aboufadel stated that "Alineh is a very hard worker and is a quick learner, overall  
24 she has worked very actively and efficiently." In FY 2008, Jason Longstaffe said Plaintiff "made  
25 a significant contribution to the analysis team's success." The FY 2009 performance review,  
26 administered by Ali Pakzad, stated that Plaintiff "consistently exceeds goal expectations,"  
27 "performs ahead of schedule, "is very customer focused," and "works with integrity." In her FY  
28 2010 performance review, Martin Koschel wrote that "Alineh has significantly advanced her role

1 within the Rockwell Collins EMS engineering team, and she will be able to continue her career  
2 growth path at a successful rate.” This pattern of exceptional work continued and, as is clear from  
3 her performance reviews, Plaintiff excelled as a mechanical engineer at Rockwell Collins,  
4 receiving commendation from multiple leaders for several consecutive years.

5 12) In July of 2016, Defendant Abdelrahim was hired as Plaintiff’s new manager. Plaintiff  
6 faced tremendous hardships and adverse conditions because of the sex and gender-based  
7 discrimination and harassment to which Defendant Abdelrahim subjected Plaintiff.

8 13) Before Defendant Abdelrahim’s hiring, Plaintiff could work from her home twice a week  
9 instead of commuting to Defendants’ Tustin facility. This was in conjunction with Defendants’  
10 “Flexible Work Arrangements” policy (policy RC-HRS-P-042), which allowed for such an  
11 arrangement after considering the position suitability, the employee suitability, and the  
12 organizational impact. Defendant Abdelrahim, without a legitimate reason, disallowed Plaintiff’s  
13 flexible schedule while permitting Plaintiff’s coworkers to maintain their flexible work schedules.

14 14) Additionally, Defendant Abdelrahim micromanaged Plaintiff while providing Plaintiff’s  
15 coworkers with a more relaxed managerial style. Specifically, Defendant Abdelrahim would often  
16 go to Plaintiff’s workspace to determine if she was at her desk. If Plaintiff was not present,  
17 Defendant Abdelrahim would question Plaintiff to the point of interrogation to find out why she  
18 was not at her desk. This is unusual, to say the least, given that 1) Defendant Abdelrahim did not  
19 subject Plaintiff’s coworkers to this treatment, and 2) mechanical engineers at Rockwell Collins  
20 must often visit other areas of the facility, such as the laboratory and testing center, to perform  
21 their duties. Furthermore, Defendant Abdelrahim refused to send Plaintiff her assignments or  
22 project information via email as Defendant Abdelrahim did with Plaintiff’s coworkers. Rather,  
23 Defendant Abdelrahim insisted on speaking with Plaintiff in person so he could continue to harass  
24 her about her whereabouts. Defendant Abdelrahim’s conduct was so severe and pervasive that it  
25 caused Plaintiff undue stress and anxiety every day. As explained in detail herein, Defendant  
26 Abdelrahim’s discrimination and harassment pushed Plaintiff so far that she no longer wants to  
27 be an engineer.

28 15) During her employment with Defendant Rockwell Collins, Plaintiff suffered a wrist injury

1 that required her to take two weeks of medical leave and attend physical therapy. Upon notifying  
2 Defendant Abdelrahim about her medical leave, Defendant Abdelrahim threatened Plaintiff with  
3 a negative performance review should Plaintiff take the leave of absence. Despite Defendant  
4 Abdelrahim's threat, which itself constitutes a violation of the California Family Rights Act  
5 (hereafter "CFRA"), Plaintiff went on medical leave.

6 16) Plaintiff was cleared to return to work by her doctor who provided Plaintiff with a note  
7 stating Plaintiff should not spend more than four hours on the computer in a single workday for  
8 the first two weeks following her return to work. These two weeks were necessary to Plaintiff's  
9 recovery. Plaintiff provided the work restriction note to Rockwell Collins Human Resources  
10 department at a meeting with Defendant Abdelrahim. At this meeting, Defendant Abdelrahim  
11 confirmed Plaintiff would only be assigned a maximum of four hours' worth of computer work  
12 during the two-week recovery period. However, Defendant Abdelrahim disregarded this medical  
13 requirement and only assigned Plaintiff computer-related tasks following her return from medical  
14 leave. When Plaintiff confronted Defendant Abdelrahim about this, Defendant Abdelrahim  
15 instructed Plaintiff to lie about the work she was assigned so he would not be disciplined.

16 17) During her employment, Plaintiff met with Defendant Abdelrahim and her former  
17 supervisor, Mr. Kevin Carmody, for Plaintiff's FY 2016 performance review. During the  
18 performance review, Mr. Carmody had little to no input as Defendant Abdelrahim directed the  
19 review and had final say as to the review's determination. As threatened, Defendant Abdelrahim  
20 gave Plaintiff a negative performance review. Given Plaintiff's prior performance reviews,  
21 Defendant Abdelrahim's determination came as a shock and caused Plaintiff to leave the meeting  
22 in tears, as witnessed by Plaintiff's coworkers.

23 18) After the negative FY 2016 performance review, Plaintiff filed a complaint with  
24 Defendants' ombudsman alleging Defendant Abdelrahim was discriminating against and  
25 harassing her on the basis of her sex and gender. Less than a month after filing her complaint with  
26 the ombudsman, Defendants retaliated against Plaintiff by notifying her that she was under  
27 investigation for violating Defendants' Standards of Business Conduct by improperly charging  
28 her time card from July 14, 2016, to November 10, 2016. This time includes the time when

1 Defendant Abdelrahim became Plaintiff's manager and when Plaintiff filed her ombudsman  
2 complaint.

3 19) Defendants' investigation determined Plaintiff had not worked during the time she stated  
4 she was working. Defendants based this on the fact that there was no evidence of Plaintiff  
5 scanning her employee key card to come into the office or logging onto her work computer during  
6 those times. Plaintiff explained to Defendants that she sometimes entered the premises with other  
7 employees, and only one employee needed to scan his or her card to allow access to the group.  
8 As to the lack of computer logins, several of Plaintiff's responsibilities were performed away  
9 from her computer, such as when Plaintiff was completing paperwork or working in the  
10 laboratory. Defendants asked Plaintiff for emails to verify her assertions. This request was  
11 impossible for Plaintiff to comply because Defendants' email retention policy is to delete emails  
12 three months after their receipt and more than three months had elapsed. After Plaintiff presented  
13 these arguments to Defendants, the investigation was reopened. However, Defendants informed  
14 Plaintiff she was not entitled to see the results.

15 20) After the reinvestigation, Plaintiff was transferred to Mr. David Buendia's team. Mr.  
16 Buendia was a new manager at Rockwell Collins who reported to Mr. Kyle Eilers. Plaintiff's  
17 treatment did not improve after moving away from Defendant Abdelrahim's supervision because  
18 Mr. Eilers was a close friend of Defendant Abdelrahim who encouraged, or at the very least failed  
19 to prevent, Plaintiff's coworkers' discrimination and harassment of Plaintiff.

20 21) Additionally, Mr. Eilers partook in harassing Plaintiff by constantly badgering Plaintiff  
21 for not reporting her sick times "daily." However, Defendant Rockwell Collins's  
22 procedure (procedure RC-HRS-P-012) does not state when an employee is required to report his  
23 or her sick time. All that Rockwell Collins's Sick Time procedure states with regard to reporting  
24 sick time is that "[i]n the event an employee is not able to report to scheduled work, the employee  
25 must notify his or her immediate supervisor." It is clear that Defendants imposed an extra burden  
26 on Plaintiff purely to cause Plaintiff to suffer from more undue stress and anxiety.

27 22) Plaintiff's coworkers constantly complained that Plaintiff was a G4 employee because  
28 they were lower-ranked engineers, implying Plaintiff was unworthy of her G4 status. At Rockwell

1 Collins, an engineer's grade level corresponds with the engineer's salary. Thus, such information  
2 is confidential. However, Defendant Abdelrahim was telling Defendants' employees that Plaintiff  
3 was a G4 engineer performing at a G2 level. With this knowledge, Plaintiff's coworkers subjected  
4 Plaintiff to intense scrutiny, harassing and criticizing her whenever Plaintiff made a mistake,  
5 regardless of its size or importance.

6 23) Mr. Eilers also refused to assign Plaintiff higher-level tasks and forced Plaintiff to  
7 complete all her technical duties herself, duties she should have been able to delegate to lower-  
8 level engineers as was the norm at Rockwell Collins. The reason for Plaintiff's unfamiliarity with  
9 the work she was doing under Mr. Eilers's supervision is that her previous responsibilities were  
10 related to pilot controls for aircrafts. The team Plaintiff transferred into dealt with horizontal  
11 stabilizers, a work area requiring a set of skills distinct from pilot controls. It was obvious to  
12 Defendants that Plaintiff would fail in her new role, and Defendants used this transfer to  
13 purposefully set Plaintiff up to fail so they could demote her at that least and force her to resign  
14 at the most.

15 24) Because of the appalling treatment Plaintiff received due to Defendants' acts and  
16 omissions, Plaintiff's reputation as an engineer has been damaged, her confidence has  
17 deteriorated, her wrist injury has worsened, and she no longer wants to be an engineer.

18 25) As if sex and gender discrimination and harassment were not enough, Defendants found  
19 yet another way to injure Plaintiff: by misclassifying her as an exempt employee not subject to  
20 California's labor laws regarding meal periods, rest periods, overtime, and reimbursement.

21 26) For a period of time during her employment, Defendant Abdelrahim replaced Plaintiff's  
22 normal, engineering tasks and responsibilities with menial, repetitive work. This "busy work"  
23 effectively made Plaintiff a secretary whose primary duties no longer required the engineering  
24 skills or education she had attained.

25 27) Under Industrial Welfare Commission Wage Order 4-2001 (hereafter "Wage Order") § 1,  
26 a professional employee is properly classified as exempt if, among other requirements, the  
27 employee "customarily and regularly exercises discretion and independent judgment in the  
28 performance of duties." The California Department of Industrial Relations goes on to define



1 “customarily and regularly exercises discretion and independent judgment” as “the comparison  
2 and evaluation of possible courses of conduct and acting or making a decision after the various  
3 possibilities have been considered. The employee must have the authority or power to make an  
4 independent choice, free from immediate direction or supervision and with respect to matters of  
5 significance.”

6 28) Given the demotion in Plaintiff' job duties and responsibilities, Plaintiff no longer  
7 customarily or regularly exercised discretion or independent judgment in performing her duties.  
8 Thus, for this period of time, Plaintiff was not an exempt employee per California labor laws.

9 29) Despite the change in Plaintiff's primary duties, Defendant Rockwell Collins still  
10 classified her as an exempt employee. Thus, Rockwell Collins failed to compensate Plaintiff for  
11 the meal and rest periods she could not take, the overtime hours she worked, and the business  
12 expenses she incurred.

13 30) Furthermore, Defendants maintained Plaintiff's work area at such a frigid temperature that  
14 Plaintiff was constantly freezing and succumbing to sicknesses.

15 31) After almost eleven years of employment at Rockwell Collins, Plaintiff was left with no  
16 other choice but to resign. Plaintiff's last day was January 22, 2018.

17 32) Plaintiff is in the process of exhausting her administrative remedies under the Labor Code  
18 Private Attorney Generals Act of 2004 (Labor Code § 2698.9), (hereafter “PAGA”), and  
19 will amend this Complaint upon exhaustion to plead all rights and remedies available under this  
20 Act, including the recovery of attorney's fees. The PAGA form was sent and the notice letter was  
21 mailed on June 22, 2018, to Defendant Rockwell Collins. The PAGA notice letter is attached to  
22 this Complaint (see EXHIBIT A).

23

24 **FIRST CAUSE OF ACTION FOR DISCRIMINATION IN VIOLATION OF CAL.**

25 **GOV'T CODE § 12945.2(I)(1) AGAINST ALL DEFENDANTS**

26 33) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs  
27 as though fully set forth herein.

28 34) As stated in the CFRA, “It shall be an unlawful employment practice for an employer to

1 refuse to hire, or to discharge, fine, suspend, expel, or discriminate against, any individual  
2 because of . . . [a]n individual's exercise of the right to family care and medical leave." Cal.  
3 Gov't Code § 12945.2(l)(1).

4 35) Rockwell Collins is a "covered employer" as that term is defined in Cal. Gov't Code §  
5 12945.2(c)(2).

6 36) Plaintiff is a covered employee per the requirements of Cal. Gov't Code § 12945.2(a).  
7 Plaintiff's wrist injury qualified her as an employee eligible for protected medical leave.

8 37) Defendants, and their agents, employees, and supervisors, discriminated and retaliated  
9 against Plaintiff for taking protected medical leave necessary for Plaintiff's wrist surgery and  
10 subsequent recovery. Defendants' discrimination and retaliation occurred in the form of the  
11 negative performance review Abdelrahim threatened to, and did in fact, give Plaintiff. This  
12 negative performance review also ultimately resulted in Plaintiff's transfer to Mr. Eilers's  
13 supervision, which in turn subjected Plaintiff to more instances of harassment and  
14 discrimination.

15 38) Defendants' aforementioned acts of discrimination and retaliation in response to  
16 Plaintiff's protected medical leave were willful, intentional, malicious, and exhibited a reckless  
17 disregard for Plaintiff's integrity.

18 39) As a proximate result of Defendants' discrimination and retaliation against Plaintiff for  
19 taking protected medical leave, Plaintiff has suffered and continues to suffer damages including,  
20 but not limited to, severe emotional and physical distress, loss of future earnings, and loss of  
21 reputation, the exact amount of which will be proved at trial.

22  
23 **SECOND CAUSE OF ACTION FOR INTERFERENCE IN VIOLATION OF CAL.**

24 **GOV'T CODE § 12945.2(t) AGAINST ALL DEFENDANTS**

25 40) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs  
26 as though fully set forth herein.

27 41) As stated in the CFRA, "It shall be an unlawful employment practice for an employer to  
28 interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided

1 under this section.” Cal. Gov’t Code § 12945.2(t).

2 42) Rockwell Collins is a “covered employer” as that term is defined in Cal. Gov’t Code § 3  
12945.2(c)(2).

4 43) Plaintiff is a covered employee per the requirements of Cal. Gov’t Code § 12945.2(a).  
5 Plaintiff’s wrist injury qualified her as an employee eligible for protected medical leave.

6 44) Defendants interfered with Plaintiff’s protected medical leave first when Abdelrahim  
7 threatened Plaintiff with a negative performance review should Plaintiff take a medical leave of  
8 absence, and second when Abdelrahim gave Plaintiff said negative performance review following  
9 her return from medical leave.

10 45) Defendants’ aforementioned acts of interfering with Plaintiff’s protected medical leave  
11 were willful, malicious, and exhibited a reckless disregard for Plaintiff’s integrity.

12 46) As a proximate result of Defendants’ impermissible consideration of Plaintiff’s protected  
13 medical leave as a factor in giving Plaintiff a negative performance review, Plaintiff has suffered  
14 and continues to suffer damages including, but not limited to, severe emotional and physical  
15 distress, loss of future earnings, and loss of reputation, the exact amount of which will be proven  
16 at trial.

17  
18 **THIRD CAUSE OF ACTION FOR DISCRIMINATION IN VIOLATION OF CAL.**

19 **GOV’T CODE § 12940(a) AGAINST DEFENDANT ROCKWELL COLLINS AND DOES**

20 **1 THROUGH 100**

21 47) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs as  
22 though fully set forth herein.

23 48) In perpetrating the above-described actions, Defendants and each of them and/or their  
24 agents/employees or supervisors engaged in a pattern and practice of unlawful and unwanted sex  
25 and gender discrimination in violation of the California Fair Employment and Housing Act  
26 (hereafter “FEHA”) because Plaintiff was a woman. Defendants and each of them and/or their  
27 agents/employees or supervisors discriminated against Plaintiff and/or failed to take immediate  
28 and appropriate corrective action. The sex and gender discrimination were sufficiently pervasive

1 and severe as to alter the conditions of employment and to create a hostile or abusive work  
2 environment.

3 49) As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has experienced  
4 and will continue to experience pain and suffering, and extreme and severe mental anguish and  
5 emotional distress. Plaintiff has also suffered a loss of earnings and other employment benefits.  
6 Plaintiff is therefore entitled to general and compensatory damages in amounts to be proven at  
7 trial.

8 50) Furthermore, the conduct of Defendants and each of them and/or their agents/employees  
9 or supervisors as described herein was malicious, fraudulent, and/or oppressive, and done with a  
10 willful and conscious disregard for Plaintiff's rights and for the deleterious consequences of  
11 Defendants' actions. Defendants and each of them and/or their agents/employees or supervisors  
12 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is  
13 entitled to punitive damages against each of said Defendants.

14  
15 **FOURTH CAUSE OF ACTION FOR HARASSMENT IN VIOLATION OF CAL. GOV'T**

16 **CODE § 12940(j) AGAINST ALL DEFENDANTS**

17 51) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs as  
18 though fully set forth herein.

19 52) In perpetrating the above-described actions, Defendants and each of them and/or their  
20 agents/employees or supervisors engaged in a pattern and practice of unlawful and unwanted  
21 harassment in violation of the FEHA because Plaintiff was a woman. A reasonable woman in  
22 Plaintiff's circumstances would have considered the work environment to be hostile or abusive,  
23 and Plaintiff in fact considered her work environment to be hostile or abusive. Defendants and  
24 each of them and/or their agents/employees or supervisors harassed Plaintiff and/or failed to take  
25 immediate and appropriate corrective action. The sex and gender harassment were sufficiently  
26 pervasive and severe as to alter the conditions of employment and to create a hostile or abusive  
27 work environment.

28 53) As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has experienced

1 and will continue to experience pain and suffering, and extreme and severe mental anguish and  
2 emotional distress. Plaintiff also has suffered a loss of earnings and other employment benefits.  
3 Plaintiff is therefore entitled to general and compensatory damages in amounts to be proven at  
4 trial.

5 54) Furthermore, the conduct of Defendants and each of them and/or their agents/employees  
6 or supervisors as described herein is malicious, fraudulent, and/or oppressive, and done with a  
7 willful and conscious disregard for Plaintiff's rights and for the deleterious consequences of  
8 Defendants' actions. Defendants and each of them and/or their agents/employees or supervisors  
9 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is  
10 entitled to punitive damages against each of said Defendants.

11  
12 **FIFTH CAUSE OF ACTION FOR FAILURE TO PREVENT DISCRIMINATION IN**  
13 **VIOLATION OF CAL. GOV'T CODE § 12940(k) AGAINST DEFENDANT**  
14 **ROCKWELL COLLINS AND DOES 1 THROUGH 100**

15 55) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs as  
16 though fully set forth herein.

17 56) In violation of Cal. Gov. Code § 12940(k), Defendants and each of them and/or their  
18 agents/employees failed to take all reasonable steps necessary to prevent sex and gender-based  
19 discrimination and harassment from occurring and to remedy such discrimination and harassment.  
20 Plaintiff was harmed as a result, and this failure was a substantial factor in causing Plaintiff's

21 57) As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has experienced  
22 and will continue to experience pain and suffering, and extreme and severe mental anguish and  
23 emotional distress. Plaintiff also has suffered a loss of earnings and other employment benefits.  
24 Plaintiff is therefore entitled to general and compensatory damages in amounts to be proven at  
25 trial.

26 58) Furthermore, the conduct of Defendants and each of them and/or their agents/employees  
27 or supervisors as described herein is malicious, fraudulent, and/or oppressive, and done with a  
28 willful and conscious disregard for Plaintiff's rights and for the deleterious consequences of

1 Defendants' actions. Defendants and each of them and/or their agents/employees or supervisors  
2 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is  
3 entitled to punitive damages against each of said Defendants.

4

5 **SIXTH CAUSE OF ACTION FOR UNPAID MEAL PERIOD WAGES IN VIOLATION**  
6 **OF IWC WAGE ORDER NO. 4-2001 AND LABOR CODE §§ 226.7 AND 512 AGAINST**  
7 **DEFENDANT ROCKWELL COLLINS AND DOES 1 THROUGH 100**

8 59) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs as  
9 though fully set forth herein.

10 60) Industrial Welfare Commission Wage Order 4-2001 (hereafter "Wage Order") § 11 states  
11 an employer shall not employ an employee for a work period of more than five hours without a  
12 meal period of less than thirty minutes, except that if a work period of more than six hours  
13 will complete the day's work, the meal period may be waived by mutual consent of the employer  
14 and employee.

15 61) California Labor Code § 226.7 provides that no employer shall require an employee to  
16 work during any meal period mandated by an applicable Industrial Welfare Commission Wage  
17 Order.

18 62) California Labor Code § 512(a) provides that an employer may not require, cause, or permit  
19 an employee to work for a period of more than five hours per day without providing the employee  
20 with a meal period of not less than thirty minutes.

21 63) As alleged herein, Plaintiff was improperly misclassified as an exempt employee.  
22 Defendants willfully required Plaintiff to work during meal periods and failed to compensate  
23 Plaintiff for work performed during meal periods. As a result, Plaintiff worked through meal  
24 periods, took late meal periods, or took short meal periods, if at all. Defendants failed to pay  
25 Plaintiff the full meal period premium due in violation of California Labor Code § 226.7, and  
26 Plaintiff is entitled to receive that compensation in an amount to be proven at trial.

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1           **SEVENTH CAUSE OF ACTION FOR UNPAID REST PERIOD WAGES IN**  
2           **VIOLATION OF IWC WAGE ORDER NO. 4-2001 AND LABOR CODE § 226.7**  
3           **AGAINST DEFENDANT ROCKWELL COLLINS AND DOES 1 THROUGH 100**

4           64) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs as  
5 though fully set forth herein.

6           65) Wage Order § 12 states an employer shall authorize and permit all employees to take rest  
7 periods, which insofar as practicable shall be in the middle of each work period. The authorized  
8 rest period time shall be based on the total hours worked daily at the rate of ten minutes net rest  
9 time per four hours or major fraction thereof.

10          66) California Labor Code § 226.7 provides that no employer shall require an employee to  
11 work during any rest period mandated by an applicable Industrial Welfare Commission  
12 Order.

13          67) As alleged herein, Plaintiff was improperly misclassified as an exempt employee  
14 Defendants willfully required Plaintiff to work during rest periods and failed to compensate  
15 Plaintiff for work performed during rest periods. As a result, Plaintiff did not receive proper rest  
16 periods. Defendants failed to pay Plaintiff the full rest period premium due in violation of  
17 California Labor Code § 226.7, and Plaintiff is entitled to receive that compensation in an amount  
18 to be proven at trial.

19  
20           **EIGHTH CAUSE OF ACTION FOR UNPAID OVERTIME WAGES IN VIOLATION OF**  
21           **IWC WAGE ORDER NO. 4-2001 AND LABOR CODE §§ 510 AND 1194 AGAINST**  
22           **DEFENDANT ROCKWELL COLLINS AND DOES 1 THROUGH 100**

23          68) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs as  
24 though fully set forth herein.

25          69) Wage Order § 3 states employees shall not be employed more than eight hours in any  
26 workday or more than forty hours in any workweek unless the employee receives one and one-  
27 half times such employee's regular rate of pay for all hours worked in excess of eight hours up to  
28 and including twelve hours in any workday, and for the first eight hours worked on the seventh

1 consecutive day of work in a workweek, and double the employee's regular rate of pay for all  
2 hours worked in excess of twelve hours in any workday and for all hours worked in excess of  
3 eight hours on the seventh consecutive day of work in a workweek.

4 70) California law requires an employer to pay its employees for all hours worked, including  
5 overtime. Labor Code § 510 states "[a]ny work in excess of eight hours in one workday and any  
6 work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh  
7 day of work in any one workweek shall be compensated at the rate of no less than one and one-  
8 half times the regular rate of pay for an employee." Labor Code § 1194 states that "any employee  
9 receiving less than the . . . legal overtime compensation applicable employee is entitled to  
10 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime  
11 compensation, including interest thereon, reasonable attorneys' fees, and costs of suit."

12 71) As alleged herein, Plaintiff was improperly misclassified as an exempt employee. During  
13 this time, Plaintiff worked in excess of eight hours in a single workday, and Defendants willfully  
14 failed to compensate Plaintiff for these overtime hours at the proper overtime premium rate. As a  
15 result, Plaintiff was not properly compensated for the overtime hours she worked, and Plaintiff is  
16 entitled to receive that compensation in an amount to be proven at trial.

17  
18 **NINTH CAUSE OF ACTION FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**  
19 **STATEMENTS IN VIOLATION OF LABOR CODE § 226 AGAINST DEFENDANT**  
20 **ROCKWELL COLLINS AND DOES 1 THROUGH 100**

21 72) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs as  
22 though fully set forth herein.

23 73) Labor Code § 226(a) requires an employer to furnish its employees with an accurate  
24 itemized statement in writing showing, among other things, total hours worked, all applicable  
25 hourly rates during the pay period, and the corresponding number of hours worked at each rate  
26 by the employee.

27 74) Under Labor Code § 226(e), an employee suffering injury as a result of a knowing and  
28 intentional failure by an employer to comply with § 226(a) is entitled to recover the greater of all



1 actual damages or \$50 for the initial pay period in which a violation occurs and \$100 for each  
2 violation in a subsequent pay period, up to a maximum amount of \$4,000.

3 75) Defendants have at all relevant times been required to provide Plaintiff with regular  
4 itemized written statements showing, among other things, total hours worked, all applicable  
5 hourly rates during the pay period, and the corresponding number of hours worked at each rate  
6 by the employee. Defendants knowingly and intentionally failed to provide timely, accurate  
7 itemized wage statements including this required information as the itemized wage statements  
8 failed to account for Plaintiff's meal period premiums, rest period premiums, and overtime wages.

9 76) As a direct and proximate result of Defendants' conduct, Plaintiff has been injured  
10 among other things, not being paid all wages due, not knowing how many hours she worked and  
11 at what rates and being required to file this action to recover her wages and determine the number  
12 of hours worked and wages due. Plaintiff is entitled to recover the damages or penalties provided  
13 by Labor Code § 226(e), including interest thereon, and reasonable attorneys' fees and costs.

14  
15 **TENTH CAUSE OF ACTION FOR FAILURE TO REIMBURSE BUSINESS**  
16 **EXPENSES IN VIOLATION OF LABOR CODE § 2802 AGAINST DEFENDANT**  
17 **ROCKWELL COLLINS AND DOES 1 THROUGH 100**

18 77) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs as  
19 though fully set forth herein.

20 78) Labor Code § 2802(a) requires "[a]n employer to indemnify his or her employee for all  
21 necessary expenditures or losses incurred by the employee in direct consequence of his or her  
22 duties." Labor Code § 2802(b) states "all awards by a court . . . for reimbursement of  
23 necessary expenditures under this section shall carry interest at the same rate as judgments in civil  
24 actions. Interest shall accrue from the date on which the employee incurred the necessary  
25 expenditure or loss." Labor Code § 2802(c) defines the term "necessary expenditure or losses" to  
26 "include all reasonable costs, including but not limited to, attorneys' fees incurred by the  
27 employee enforcing the rights granted by this section."

28 79) While acting on the direct instruction of Defendants and discharging their duties for them,

1 Plaintiff incurred work-related expenses. Such expenses include, but are not limited to, the costs  
2 of maintaining a personal cell phone for work-related purposes. Plaintiff necessarily incurred  
3 these substantial expenses and losses as a direct result of performing her job duties for Defendants  
4 because Plaintiff would have to use her personal cell phone to communicate with her supervisors  
5 and coworkers when Plaintiff worked from home twice a week.

6 80) Defendants have failed to indemnify or in any manner reimburse Plaintiff for these  
7 expenditures and losses. By requiring Plaintiff to pay expenses and cover losses she incurred in  
8 direct consequence of the discharge of her duties for Defendants and/or in obedience to  
9 Defendants' direction, Defendants have violated and continue to violate Labor Code § 2802.

10 81) As a direct and proximate result of Defendants' conduct, Plaintiff has suffered losses  
11 according to proof, as well as pre-judgment interest, costs, and reasonable attorneys' fees.

12  
13 **ELEVENTH CAUSE OF ACTION FOR FAILURE TO MAINTAIN REASONABLY**  
14 **COMFORTABLE TEMPERATURES IN VIOLATION OF IWC WAGE ORDER NO. 4-**  
15 **2001 AND LABOR CODE § 1198 AGAINST DEFENDANT ROCKWELL COLLINS**  
16 **AND DOES 1 THROUGH 100**

17 82) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs as  
18 though fully set forth herein.

19 83) As required by Wage Order § 15, "[t]he temperature maintained in each work area shall  
20 provide reasonable comfort consistent with industry-wide standards for the nature of the process  
21 and the work performed." Furthermore, Labor Code § 1198 states "the standard conditions fixed  
22 by the commission shall be . . . the standard conditions of labor for employees. The employment  
23 of any employee . . . under conditions of labor prohibited by the order is unlawful."

24 84) Employer failed to maintain all work areas at a temperature that provided reasonable  
25 comfort consistent with industry-wide standards such that Plaintiff was consistently cold and  
26 developing sicknesses.

27 85) As such, Plaintiff is entitled to damages in an amount to be proven at trial.  
28

1 **TWELFTH CAUSE OF ACTION FOR WAITING TIME PENALTIES IN VIOLATION**  
2 **OF LABOR CODE §§ 202 AND 203 AGAINST DEFENDANT ROCKWELL COLLINS**  
3 **AND DOES 1 THROUGH 100**

4 86) Plaintiff restates and incorporates each and every allegation of the foregoing paragraphs as  
5 though fully set forth herein.

6 87) Labor Code § 202(a) states “an employee not having a written contract for a definite  
7 period [who] quits his or her employment [shall have] his or her wages become due and payable  
8 not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his  
9 or her intention to quit, in which case the employee is entitled to his or her wages at the time of  
10 quitting.”

11 88) Labor Code § 203 provides that “[i]f an employer willfully fails to pay, without abatement  
12 or reduction . . . any wages of an employee who is discharged or who quits, the wages of the  
13 employee shall continue as a penalty from the due date thereof at the same rate until paid or until  
14 an action therefor is commenced; but the wages shall not continue for more than 30 days.”

15 89) Plaintiff’s final paycheck did not include meal period wages, rest period wages, overtime  
16 wages, or reimbursement for business expenses that were due to Plaintiff within the time required  
17 by Labor Code §202. Defendants’ failure to pay these wages has been and continues to be willful.

18 90) As a result of Defendants’ conduct, Plaintiff is entitled to waiting time penalties in the  
19 amount of up to thirty days’ wages under Labor Code § 203, together with interest thereon and  
20 reasonable attorneys’ fees and costs pursuant to Labor Code § 218.5.

21  
22 **THIRTEENTH CAUSE OF ACTION FOR RETALIATION IN VIOLATION OF**  
23 **LABOR CODE § 1102.5 AGAINST DEFENDANTS ROCKWELL COLLINS AND**  
24 **DOES 1 THROUGH 100**

25 91) Plaintiff restates and incorporates by reference each and every allegation of the  
26 foregoing paragraphs as though fully set forth herein.

27 92) At all times relevant to this Complaint, California Labor Code § 1102.5(b) was in effect  
28 and applied to Defendants. Labor Code § 1102.5(b) states that “[a]n employer, or any person

1 acting on behalf of the employer, shall not retaliate against an employee for disclosing  
2 information, or because the employer believes that the employee disclosed or disclose  
3 information, to a government or law enforcement agency, to a person with authority over the  
4 employee or another employee who has the authority to investigate, discover, or correct the  
5 violation or noncompliance, or for providing information to, or testifying before, any ~~publicly~~  
6 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe  
7 that the information discloses a violation of state or federal statute, or a violation of or  
8 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing  
9 the information is part of the employee's job duties.”

10 93) At all times relevant to this Complaint, California Labor Code § 1105 was in effect and  
11 applied to Defendants, and this section permits a plaintiff who suffers a violation of Labor Code  
12 § 1102.5 to file an action for damages.

13 94) Plaintiff engaged in legally protected activity covered by Labor Code §§ 1102.5(b) by  
14 filing a complaint with Defendant Rockwell Collins's ombudsman alleging that Defendant  
15 Abdelrahim had interfered with her medical leave and had discriminated against and harassed  
16 Plaintiff on the basis of her gender.

17 95) As a result of the ombudsman complaint, Plaintiff was transferred into a team that dealt  
18 with an area of technology of which Plaintiff was unfamiliar. Furthermore, shortly after her  
19 ombudsman complaint, Defendant Rockwell Collins notified Plaintiff that she was under  
20 investigation for improperly charging her time card.

21 96) Plaintiff is informed, and believes and thereon alleges, that Plaintiff's filing of the  
22 ombudsman complaint motivated the retaliation Plaintiff suffered, including her transfer to a  
23 technology with which she had no experience and the time card investigation.

24 97) As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff has lost and  
25 will continue to lose income and benefits in an amount to be proven at trial. Plaintiff claims such  
26 amount as damages together with pre-judgment interest pursuant to Civil Code § 3287 and/or any  
27 other provision of law providing for pre-judgment interest.

28 98) As a result of the aforesaid acts of Defendants, Plaintiff claims general damages for mental

1 and emotional distress and aggravation in an amount to be proven at the time of trial.

2 99) As a proximate result of the foregoing conduct, which violated the provisions of Labor  
3 Code § 1102.5(b), Plaintiff has been forced to and will incur attorney's fees and costs in the  
4 prosecution of this claim in an amount to be proven at trial.

5  
6 **FOURTEENTH CAUSE OF ACTION FOR UNLAWFUL BUSINESS PRACTICES IN**  
7 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ. AGAINST**  
8 **DEFENDANT ROCKWELL COLLINS AND DOES 1 THROUGH 100**

9 100) Plaintiff restates and incorporates each and every allegation of the foregoing  
10 paragraphs as though fully set forth herein.

11 101) Plaintiff, on her own behalf, on behalf of the general public, and on behalf of others  
12 similarly situated, bring this claim pursuant to Business and Professions Code § 17200 et seq.  
13 Defendants' conduct as alleged in this Complaint has been and continues to be unfair, unlawful,  
14 and harmful to Plaintiffs, the general public, and those similarly situated. Plaintiff seeks to enforce  
15 important rights affecting the public interest within the meaning of Cal. Code Civ. P. § 1021.5.

16 102) Plaintiff is a "person" within the meaning of Bus. & Prof. Code § 17201 and  
17 therefore has standing to bring this cause of action pursuant to Bus. & Prof. Code § 17204 for  
18 injunctive relief, restitution, and other appropriate equitable relief.

19 103) Bus. & Prof. Code § 17200 et seq. provides that "unfair competition shall mean and  
20 include any unlawful, unfair or fraudulent business act or practice."

21 104) Wage and hour laws express fundamental public policies. The prompt payment of  
22 overtime wages and other legally required wages and benefits is a fundamental public policy of  
23 this State. Labor Code § 90.5(a) articulates the public policies of this State to vigorously enforce  
24 minimum labor standards, to ensure employees are not required or permitted to work under  
25 substandard and unlawful conditions, and to protect law-abiding employers and their employees  
26 from competitors who lower their costs by failing to comply with minimum labor standards.

27 105) Defendants have violated statutes and public policies. Through the conduct alleged  
28 in this Complaint, Defendants have acted contrary to these public policies, have violated specific

1 provisions of the Labor Code and have engaged in other unlawful and unfair business practices in  
2 violation of Bus. & Prof. Code § 17200 et seq. depriving Plaintiff, all persons similarly situated,  
3 and all interested persons of rights, benefits, and privileges guaranteed to all employees under the  
4 law.

5 106) Defendants' unlawful and unfair conduct, as alleged above, constitutes unfair  
6 competition in violation of Bus. & Prof. Code § 17200.

7 107) Business & Professions Code § 17204 provides for a private cause of action, stating  
8 that "[a]ctions for any relief pursuant to this chapter shall be prosecuted exclusively in a court of  
9 competent jurisdiction . . . upon the complaint of any board, officer, person, corporation or  
10 association or by any person who has suffered injury in fact and has lost money or property as a  
11 result of such unfair competition."

12 108) Business & Professions Code § 17203 provides the court with available remedies,  
13 stating that "[a]ny person who engages, has engaged, or proposes to engage in unfair competition  
14 maybe enjoined in any court of competent jurisdiction. The court may make such orders or  
15 judgments . . . as may be necessary to restore to any person in interest any money or property . . .  
16 which may have been acquired by means of such unfair competition."

17 109) The unlawful and unfair business practices of Defendants described herein present  
18 a continuing threat to members of the public in that Defendants continues to engage in the conduct  
19 described herein.

20 110) Defendants have wrongfully retained monies belonging to Plaintiff and similarly  
21 aggrieved employees that may have acquired by means of unfair and unlawful business practices.

22 111) Unless restrained by this Court, Defendants will continue to engage in the unlawful  
23 conduct as alleged above. Pursuant to the Business and Professions Code, this Court should  
24 such orders or judgments as may be necessary to prevent the use or employment, by Defendants,  
25 its agents or employees, of any unlawful or deceptive practice prohibited by the Business &  
26 Professions Code, and/or, including but not limited to, disgorgement of profits which  
27 necessary to restore to Plaintiff the money Defendants have unlawfully failed to pay.


28 //

1           **WHEREFORE**, Plaintiff prays for judgment against the Defendants, and ~~each of~~  
2 as follows:

- 3           1) For general damages in the amount no less than \$6,500,000.00;
- 4           2) For special damages in an amount no less than \$3,078,100.00;
- 5           3) For pre-judgment interest to the extent allowed by law;
- 6           4) For punitive damages;
- 7           5) For costs of suit incurred herein;
- 8           6) For attorneys' fees; and
- 9           7) For such other and further relief as the Court deems just and proper.

10  
11 DATED: July 02, 2018

**Jafari Law Group, Inc.**

12  
13 By:   
14       David V. Jafari, Esq.  
15       Saul Acherman, Esq.  
16       Griffin Schindler, Esq.

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Attorneys for Plaintiff


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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial by jury on all issues so triable in the Complaint.

DATED: July 02, 2018

**Jafari Law Group, Inc.**

By   
David V. Jafari, Esq.  
Saul Acherman, Esq.  
Griffin Schindler, Esq.

Attorneys for Plaintiff



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# Exhibit A

June 21, 2018

VIA CERTIFIED MAIL

Mr. Bob Perna, Esq.  
Rockwell Collins, Inc.  
400 Collins Road N.E.  
Cedar Rapids, IA 52498

**Re: Alineh Avanesian v. Rockwell Collins, Inc.**

Dear Mr. Perna:

This office represents Alineh Avanesian (Employee). Employee was an employee of Rockwell Collins, Inc. (Employer). Employee's personnel number was 316980.

Employee intends to seek penalties on behalf of herself and other current and former aggrieved employees for violations of the California Labor Code which are recoverable under California Labor Code § 2698 ~~et seq~~ Employee is seeking penalties on behalf of the State of California of which 75% will be kept by the State while 25% will be available to aggrieved employees. This letter is sent in compliance with the reporting requirements of California Labor Code § 2699.3.

Employer employed Employee as a mechanical engineer from April of 2007 until January 22, 2018. Employee performed tasks such as writing test procedures and documenting the results of said tests. Her claims are as follows:

**Misclassification of a Non-Exempt Employee as Exempt**

Exempt employees are generally not subject to certain labor code provisions or wage order sections, such as meal periods, rest periods, overtime compensation, and business expense reimbursement. At some point in Employee's employment, as a result of discrimination, Employee's regular job duties were replaced with non-engineering, secretarial work such that the requirements to be an exempt employee were no longer satisfied. This adverse employment action practice was used by Employer to constructively terminate Employee and other aggrieved employees Employer wished to dispose of. By misclassifying Employee and other aggrieved employees as exempt, Employer improperly avoided compensating Employee and other aggrieved employees as Employer was required.

### Improper Meal Periods and Rest Periods

California Labor Code §§ 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each work day a meal or rest period is not properly provided. Since Employee and other aggrieved employees were misclassified as exempt, Employee and other aggrieved employees received improper meal and rest periods; sometimes Employee and other aggrieved employees worked through their meal and rest periods. Employer did not provide compensation for these improper and/or missed meal and rest periods.

### Uncompensated Overtime Wages

California Labor Code §§ 510 and 1194 require employers to pay time and a half or double time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and forty hours in one week without paying the premium overtime rates. Since Employee and other aggrieved employees were misclassified, they consistently worked in excess of eight hours in a single workday but were not compensated for these hours at the proper rates. Employer's practice of paying wages failed to properly calculate the premium overtime rate.

### Reimbursement of Business Expenses

California Labor Code § 2802 requires an employer to indemnify its employees for all necessary expenditures or losses incurred by the employees in direct consequence of the discharge of his or her duties, or his or her obedience to the directions of the employer. Employee and other aggrieved employees were required to use their personal cell phones for work-related purposes when working from home. Despite the use of personal cell phones, Employer failed to reimburse Employee and other aggrieved employees for the expenditures and/or losses they incurred. Thus, Employer is in violation of California Labor Code § 2802.

### **Waiting Time Penalties**

California Labor Code §§ 201 and 203 require employers to pay a discharged employee the wages earned and unpaid at the time of discharge, and the willful failure to pay said wages at the time of discharge results in the employee's wages continuing from the date of discharge at the same rate until paid or until an action is commenced, up to thirty days. Employee and other aggrieved employees were not paid all wages owed at the time of discharge because the final paycheck did not include the wages owed for missed meal and rest periods, overtime wages, or reimbursement for incurred business expenses.

### **Improper Itemized Wage Statements**

California Labor Code § 226(a) requires employers to make, keep, and provide true, accurate, and complete employment records. Employer did not provide Employee and other aggrieved employees with proper itemized wage statements as the wage statements failed to show meal period premiums, rest break premiums, and overtime wages. The wage statements

Employee and other aggrieved employees received from Employer were in violation of California Labor Code 226(a).

**Unreasonably Uncomfortable Temperatures**

California Labor Code § 1198 states that “the standard conditions of labor fixed by the commission shall be . . . the standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” IWC Wage Order 4-2001 § 15 provides that “[t]he temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.” Employer failed to maintain all work areas at a temperature that provided reasonable comfort consistent with industry-wide standards. To wit, Employer kept the workspace area where Employee and other aggrieved employees’ desks were that Employee and other aggrieved employees were constantly freezing and sick. This is in violation of IWC Wage Order 4-2001 § 15.

Employee will also seek reimbursement of reasonable attorney’s fees from Employer pursuant to California Labor Code § 2699(g). Therefore, on behalf of all affected current and former employees, Employee seeks all applicable penalties related to these violations of the California Labor Code pursuant to California’s Labor Code Private Attorneys General Act of 2004.

Thank you for your attention to this matter. If you have any questions, please contact me.

Dated: June 20, 2018

JAFARI LAW GROUP, INC.



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David Jafari  
Attorney for Employee