

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: John Doye

1 MARLIS PARK, P.C.
Young K. Park SB# 287589
2 E-Mail: young@marlispark.com
3 Tara H. Hattendorf SB# 327253
E-Mail: tara@marlispark.com
4 3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
5 Tel: 323-922-2000
6 Fax: 323-922-2000

7 Attorneys for Plaintiff,
Ellie Mosser

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

12 ELLIE MOSSER, an individual;

13 Plaintiff,

14 vs.

15 WYLDER'S HOLISTIC PET CENTER INC,
16 dba The Wagmor, a Delaware Corporation;
WAGMOR PETS, a California Nonprofit
17 Corporation; MELISSA BACELAR, an
18 individual; and DOES 1 through 50,

19 Defendants.

Case No.: **21STCV42715**

COMPLAINT FOR DAMAGES

- (1) FAILURE TO PAY MINIMUM
- (2) WAGES IN VIOLATION OF LABOR CODE §§ 1194, 1194.2, 515
- (3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 204, 510
- (4) FAILURE TO PROVIDE REST PERIODS
- (5) FAILURE TO PROVIDE MEAL PERIODS
- (6) RETALIATION IN VIOLATION OF LABOR CODE § 1102.5
- (7) RETALIATION IN VIOLATION OF LABOR CODE § 98.6
- (8) RETALIATION FOR HEALTH AND SAFETY COMPLAINT IN VIOLATION OF LABOR CODE § 6310
- (9) UNFAIR COMPETITION IN VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200
- (10) NEGLIGENT HIRING, SUPERVISION, OR RETENTION
- (11) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

DEMAND FOR JURY TRIAL

1 Plaintiff ELLIE MOSSER (hereinafter “MOSSER” or “Plaintiff”) for her Complaint against
2 Defendants WYLDER’S HOLISTIC PET CENTER INC, dba The Wagmor, a Delaware
3 Corporation (hereinafter “THE WAGMOR”); WAGMOR PETS, a California Nonprofit
4 Corporation (hereinafter “WAGMOR NONPROFIT”); MELISSA BACELAR, an individual
5 (hereinafter “BACELAR”); and DOES 1 through 50 (collectively “Defendants”) alleges as follows:
6

7 **PARTIES**

- 8 1. Plaintiff is an individual residing in the State of California. Plaintiff was an employee of
9 Defendants THE WAGMOR, WAGMOR NONPROFIT, and BACELAR, at all relevant times
10 herein mentioned.
- 11 2. On information and belief, Defendant THE WAGMOR is a Delaware corporation organized
12 and existing under the laws of the State of Delaware with its principal place of business in
13 Studio City, California, and Plaintiff’s employer at all relevant times herein mentioned. THE
14 WAGMOR operates two luxury pet hotels and spas in Studio City and in Valley Village, within
15 the City of Los Angeles.
- 16 3. On information and belief, Defendant WAGMOR NONPROFIT is a California nonprofit
17 corporation organized and existing under the laws of the State of California with its principal
18 place of business in Studio City, California, and Plaintiff’s employer at all relevant times herein
19 mentioned. WAGMOR NONPROFIT is a dog rescue and adoption nonprofit.
- 20 4. On information and belief, Defendant BACELAR is an individual residing in the State of
21 California, County of Los Angeles. BACELAR is the owner and managing agent of THE
22 WAGMOR and WAGMOR NONPROFIT, and Plaintiff’s supervisor during her employment
23 with THE WAGMOR and WAGMOR NONPROFIT.
- 24 5. The true names and capacities, whether individual, corporate, associate or otherwise, of
25 Defendant DOES 1 through 50, are unknown to Plaintiff, who therefore sues said Defendants
26 by such fictitious names. Plaintiff will amend this Complaint by inserting the true names and
27 capacities of each such Defendants, with appropriate charging allegations, when they are
28 ascertained. Plaintiff is informed and believes and thereon alleges that each of the Defendants

1 designated herein as “DOE” is responsible in some manner for the injuries suffered by Plaintiff
2 and for damages proximately caused by the conduct of each such Defendants as herein alleged.

- 3 6. Plaintiff is informed and believes and thereon alleges that at all relevant times Defendants
4 engaged in the acts alleged herein and/or condoned, permitted, authorized, and/or ratified the
5 conduct of its employees and/or agents, and are liable for the wrongful conduct of its
6 employees and/or agents as alleged herein.
- 7 7. Plaintiff is informed and believes and thereon alleges that, at all relevant times mentioned
8 herein, each defendant was an alter-ego of each and every other defendant. Unity of interest and
9 ownership existed such that the separate personalities each of defendant never existed or ceased
10 to exist. Further, if the acts are treated as those of one of the defendants alone, an inequitable
11 result will follow. Accordingly, Plaintiff alleges that each defendant was an alter-ego of each
12 and every other defendant and vice versa.
- 13 8. Plaintiff is informed and believes and thereon alleges that at all times material herein Defendant
14 employed and continues to employ five (5) or more persons in California and is an employer
15 covered by the California Labor Code.

16 **VENUE AND JURISDICTION**

- 17 9. This Court has jurisdiction over this matter because Defendants reside in, conduct business in,
18 and have substantial contacts, within the State of California. Venue is proper in the County of
19 Los Angeles because Plaintiff performed work for Defendants in the County of Los Angeles,
20 and BACELAR resides in the County of Los Angeles.

21 **FACTUAL ALLEGATIONS**

- 22 10. MOSSER has built a career in the fields of animal care, animal rescue, and non-profits.
- 23 11. MOSSER worked for DEFENDANTS from on or around February 2020 to October 11, 2021,
24 when she was wrongfully terminated. She regularly worked at both of THE WAGMOR’s
25 locations in Studio City and Valley Village, California.
- 26 12. When MOSSER was hired, she held an entry-level staff position and made \$15 an hour. She
27 worked in the pet daycare initially, then also added receptionist duties at the front desk. Her
28 typical work schedule was three 6-hour shifts, and one or two 12-hour shifts a week. In reality,

1 her 12-hour shifts were often more than 13 hours, and at least once she worked 18 hours
2 straight.

3 13. During her employment as a non-exempt employee, MOSSER was not afforded proper thirty-
4 minute meal periods before the end of her fifth hour of work, or second thirty-minute meal
5 periods before her tenth hour of work. If MOSSER received a thirty-minute meal periods
6 before the end of their fifth or tenth hours of work, it was taken at her desk almost always
7 interrupted for work.

8 14. During her employment as a non-exempt employee, MOSSER not afforded two ten-minute rest
9 periods for every four hours of work or a major fraction thereof. If MOSSER was able to take a
10 rest break, it was almost always interrupted for work.

11 15. During her employment as a non-exempt employee, MOSSER regularly worked more than
12 eight hours a day without receiving overtime pay. Additionally, she regularly worked more than
13 12 hours a day without receiving double-time pay.

14 16. Beginning on or about June 22, 2020, MOSSER was promoted to General Manager. As an
15 exempt employee, she made a yearly salary of \$45,000. Although she was supposed to just be
16 managing personnel and the hotel, rather than the rescue, her duties grew to include working
17 with adoptions, vet visits, and any other work that was needed.

18 17. Beginning on or about June 21, 2021, MOSSER was promoted to Director of Operations. She
19 received a raise to a yearly salary of \$65,000. Her duties as Director of Operations included
20 working as a receptionist at the hotel, and operating both the hotel and rescue facilities, such as
21 managing personnel, ordering supplies, managing payroll, handling customer complaints,
22 acquiring rescue dogs, managing veterinarian visits, and adoption events. She would further
23 cover for shifts in the daycare, rescue, and overnight care.

24 18. In her positions as General Manager and Director of Operations, MOSSER's typical work
25 schedule was Thursday to Monday, from 8:30 a.m. to 6 or 7 p.m., in addition handling any
26 issues that came up outside of her regular hours. Additionally, she regularly worked part days
27 on Tuesdays and Wednesdays.

28

- 1 19. Throughout MOSSER's employment with DEFENDANTS, she noticed discovered business
2 practices that believed were unlawful. She regularly raised them to BACELAR, both verbally
3 and in writing. BACELAR brushed them off by telling MOSSER she had incorrect
4 information, or that they were not illegal, and that she had been advised as much by her account
5 and attorney. So, when MOSSER discovered new issues that she believed were unlawful
6 business practices, she continued to bring them to BACELAR's attention.
- 7 20. For example, MOSSER discovered that employees, including herself, were making below the
8 City of Los Angeles and California minimum wage. When she brought this up to BACELAR,
9 BACELAR told her that it wasn't correct, as they were in a different city.
- 10 21. Further, BACELAR refused to pay overtime or double-time pay to employees who were
11 entitled to it. Instead, she paid them only at their regular rate. When MOSSER was promoted to
12 a management position and started paying employees overtime, double-time, proper minimum
13 wage, and scheduling meal and rest breaks, BACELAR became upset and told her not to.
- 14 22. MOSSER further discovered that BACELAR was embezzling funds from THE WAGMOR's
15 financial accounts for her own personal expenses, in the amount of thousands of dollars a
16 month. MOSSER believed this was for purposes of tax evasion.
- 17 23. MOSSER also discovered misappropriation of funds within WAGMOR NONPROFIT, taking
18 loans from unscrupulous sources, and defrauding donors and adopters by misrepresenting
19 where "rescued" dogs came from and their medical conditions.
- 20 24. Additionally, MOSSER discovered that THE WAGMOR had a policy, with BACELAR's
21 knowledge and consent, to split tips given to groomers with THE WAGMOR. MOSSER
22 believed this was an illegal policy to steal tips from employees.
- 23 25. Further, some of the issues MOSSER discovered she believed were serious health and safety
24 hazards, which endangered both staff and animals. For example, animals were not properly
25 separated or quarantined to prevent spreading diseases, were not separated to prevent fights,
26 were not tacked in software to ensure timely vaccines and medical care, had their emergency
27 medical needs ignored, and faced preventable deaths. MOSSER raised these issues to
28 BACELAR as well, but BACELAR did not implement meaningful changes.

- 1 26. On September 18, 2021, MOSSER raised all these unlawful practices to BACELAR again, in
2 writing by email. BACELAR's response was to deny that practices were illegal, while
3 admitting conduct that violated the California Labor Code, and then to shift the blame to
4 MOSSER for THE WAGMOR and WAGMOR NONPROFIT's financial difficulties.
- 5 27. At the time, MOSSER was on a leave to be with her ill father, who passed away during her
6 leave. When MOSSER tried to return from leave on October 8, 2021, she noticed that she no
7 longer had access to her work email accounts.
- 8 28. BACELAR emailed MOSSER on October 11, 2021, informing her that she was being
9 terminated from THE WAGMOR and WAGMOR PET, based on a pretextual reason that
10 BACELAR had received complaints from employees about MOSSER's management practices.
- 11 29. On information and belief, there were no genuine employee complaints about MOSSER.
12 Instead, on information and belief, MOSSER's termination was substantially motivated by her
13 complaints to BACELAR about the numerous unlawful practices BACELAR perpetuated in
14 both the companies.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGES**

17 **[California Labor Code §§ 1194, 1194.2, 515]**

18 **(Plaintiff Against All Defendants, Including Does 1-50)**

- 19 30. Plaintiff realleges each paragraph of this Complaint as though fully set forth herein.
- 20 31. California Labor Code § 1194 entitles an employee to receive compensation in an amount equal
21 to or greater than the minimum wage for all hours worked. All hours must be paid at the
22 statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage
23 obligation.
- 24 32. California Labor Code § 515 provides that exempt employees must earn a "monthly salary
25 equivalent to no less than two times the state minimum wage for full-time employment."
- 26 33. The minimum wage in California for employers with 25 or fewer employees in 2020, was \$12
27 an hour. For exempt employees, the minimum yearly salary was \$49,920.
- 28

1 34. The minimum wage in California for employers with 25 or fewer employees in 2021, was \$13
2 an hour. For exempt employees, the minimum yearly salary was \$54,080.

3 35. As an exempt General Manager, from approximately June 22, 2020, to June 20, 2021,
4 MOSSER received a yearly salary of \$45,000, below the minimum salary requirements for both
5 2020 and 2021.

6 36. As a result of violations of California Labor Code § 1194 for failure to pay minimum wage,
7 Plaintiff is entitled to recover minimum wages plus liquidated damages in an amount to the
8 wages unlawfully unpaid and interest thereon.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME WAGES**

11 **[California Labor Code §§ 204, 510]**

12 **(Plaintiff Against All Defendants, Including Does 1-50)**

13 37. Plaintiffs reallege each and every paragraph of this Complaint as though fully set forth herein.

14 38. Labor Code § 510 entitles non-exempt employees to one-half times their hourly pay for any and
15 all hours worked in excess of eight hours in any work day, for the first eight hours worked on
16 the seventh consecutive day of work in a work week, and for any work in excess of forty hours
17 in any one work week. Employees are entitled to double their hourly pay for any and all hours
18 worked in excess of 12 hours in any work day and in excess of 8 hours on the seventh
19 consecutive work day.

20 39. During Plaintiff's employment with Defendants as a non-exempt employee, Plaintiff regularly
21 worked 12 and 13-hour shifts, and one 18-hour shift. However, Plaintiff received her regular
22 wage rate for all overtime hours worked.

23 40. By failing to pay overtime compensation to Plaintiff, Defendants violated California Labor
24 Code §§ 204 and 510. As a result of Defendants' unlawful acts, Plaintiff has been deprived of
25 overtime compensation and is entitled to recovery of such amounts plus interest thereon,
26 attorneys' fees and costs, under Labor Code § 1194.

27
28

1 uninterrupted 30-minute break, and does not impede or discourage them from doing so... [A]
2 first meal period [is required] no later than the end of an employee's fifth hour of work, and a
3 second meal period [is required] no later than the end of an employee's 10th hour of work."").

4 47. During Plaintiff's employment with Defendants as a non-exempt employee, Plaintiff worked in
5 excess of ten hours a day without being provided the second statutory required half hour meal
6 period in which she was relieved of her duties. Plaintiff did not consent to waive her meal
7 periods.

8 48. Because Defendants failed to provide proper meal periods, they are liable to Plaintiffs for an
9 additional hour of pay at her regular rate of compensation for each meal period not provided.

10 **FIFTH CAUSE OF ACTION**

11 **WHISTLEBLOWER RETALIATION**

12 **[California Labor Code § 1102.5]**

13 **(Plaintiff Against All Defendants, Including Does 1-50)**

14 49. Plaintiff realleges each and every paragraph of this Complaint as though fully set forth herein.

15 50. California Labor Code section 1102.5 prohibits an employer from retaliating against an
16 employee for disclosing information, or because the employer believes that the employee
17 disclosed or may disclose information, to a government or law enforcement agency, to a person
18 with authority over the employee or another employee who has authority to investigate,
19 discover, or correct the violation or noncompliance, or for providing information to, or
20 testifying before, any public body conducting an investigation, hearing, or inquiry, if the
21 employee has reasonable cause to believe that the information discloses a violation of state or
22 federal statute, or a violation of or noncompliance with a local, state, or federal rule or
23 regulation, regardless of whether disclosing the information is part of the employee's job
24 duties.

25 51. As set forth above, Plaintiff complained to DEFENDANTS about unlawful activities, including
26 but not limited to, failure to pay employees applicable minimum wage; DEFENDANTS' policy
27 of not paying overtime or double-time for applicable hours worked; BACELAR's
28 embezzlement of THE WAGMOR's funds; misappropriation of WAGMOR NONPROFIT

1 funds; taking loans for WAGMOR NONPROFIT from unscrupulous sources; defrauding
2 WAGMOR NONPROFIT's donors and adopters; stealing employee's tips; and not keeping a
3 healthy work environment for employees and a living environment for animals. Plaintiff had
4 reasonable cause to believe that the information she provided disclosed a violation of state and
5 federal statutes and regulations.

6 52. In response to these complaints, Plaintiff was terminated shortly after complaining.

7 53. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
8 lost income, employment career opportunities, and has suffered and continues to suffer other
9 economic loss, in an amount to be proven at trial.

10 54. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
11 emotional distress, in an amount to be proven at trial.

12 55. Plaintiff is informed and believes and thereon alleges that Defendants' actions were taken with
13 malice, oppression, fraud, and/or willful and conscious disregard of Plaintiff's rights, and were
14 carried out by Defendants' managing agents and/or ratified by Defendants. Plaintiff is therefore
15 entitled to punitive damages in an amount to be determined at trial.

16 56. Defendants are liable for a civil penalty not exceeding \$10,000 for each violation of Labor
17 Code section 1102.5.

18 57. Plaintiff is further entitled to recover reasonable attorneys' fees pursuant to the provisions of
19 Labor Code section 1102.5(j).

20 **SIXTH CAUSE OF ACTION**

21 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

22 **[California Labor Code § 98.6]**

23 **(Plaintiff Against All Defendants, Including Does 1-50)**

24 58. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set forth herein.

25 59. California Labor Code section 98.6 prohibits employers from retaliating against employees who
26 make bona fide complaints that their rights were violated.

27 60. As set forth above, Plaintiff complained of not receiving proper wages, and was terminated in
28 response.

1 61. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered lost
2 income, employment career opportunities, and has suffered and continues to suffer other
3 economic loss, in an amount to be proven at trial.

4 62. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
5 emotional distress, in an amount to be proven at trial.

6 63. Plaintiff is informed and believes and thereon alleges that Defendants' actions were taken with
7 malice, oppression, fraud, and/or willful and conscious disregard of Plaintiff's rights, and were
8 carried out by Defendants' managing agents and/or ratified by Defendants. Plaintiff is therefore
9 entitled to punitive damages in an amount to be determined at trial.

10 64. Defendants are liable for a civil penalty not exceeding \$10,000 for each violation of Labor
11 Code section 1102.5.

12 65. Plaintiff is further entitled to recover reasonable attorneys' fees pursuant to the provisions of
13 Labor Code section 1102.5(j).

14 **SEVENTH CAUSE OF ACTION**

15 **RETALIATION FOR HEALTH OR SAFETY COMPLAINT**

16 **[California Labor Code § 6310]**

17 **(Plaintiff Against All Defendants, Including Does 1-50)**

18 66. Plaintiff realleges each and every paragraph of this Complaint as though fully set forth herein.

19 67. Defendants violated several health safety laws because, for example, animals were not properly
20 separated or quarantined to prevent spreading diseases, were not separated to prevent fights,
21 were not tacked in software to ensure timely vaccines and medical care, had their emergency
22 medical needs ignored, and faced preventable deaths. This led to harm to animals as well as to
23 employees.

24 68. Plaintiff made a bona fide written complaint to Defendants of unsafe working conditions or
25 work practices in her place of employment.

26 69. When Plaintiff made bona fide complaints about the unsafe working conditions or work
27 practices in her place of employment, Defendants retaliated by terminating her employment.

28 70. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered lost

1 income, employment career opportunities, and has suffered and continues to suffer other
2 economic loss, in an amount to be proven at trial.

3 71. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
4 emotional distress, in an amount to be proven at trial.

5 72. Plaintiff is informed and believes and thereon alleges that Defendants' actions were taken with
6 malice, oppression, fraud, and/or willful and conscious disregard of Plaintiff's rights, and were
7 carried out by Defendants' managing agents and/or ratified by Defendants. Plaintiff is therefore
8 entitled to punitive damages in an amount to be determined at trial.

9 73. Plaintiff is entitled to reinstatement and backpay.

10 **EIGHTH CAUSE OF ACTION**

11 **VIOLATION OF THE UNFAIR COMPETITION LAW**

12 **[California Business and Professions Code § 17200]**

13 **(Plaintiff Against All Defendants, Including Does 1-50)**

14 74. Plaintiff realleges each paragraph of this Complaint as though fully set forth herein.

15 75. California Business & Professions Code § 17200 prohibits unfair competition in the form of
16 any unlawful, unfair, or fraudulent business act or practice.

17 76. California Business & Professions Code § 17204 allows "any person acting for the interests of
18 itself, its members or the general public" to prosecute a civil action for violation of the Unfair
19 Competition Law.

20 77. Defendants have engaged in unlawful business practices in California by utilizing and engaging
21 in an unlawful pattern and practice of failing to properly pay employee compensation as
22 described hereinabove, specifically, by failing to provide Plaintiff with minimum salary,
23 overtime wages, and meal and rest breaks.

24 78. Defendants' use of such practices constitutes an unlawful business practice. California case law
25 has interpreted the "unlawful" prong of Section 17200 to hold illegal a business practice that
26 violates any other law, treating it as "unlawful" and making it independently actionable under
27 17200. *Cal-Tech Communications & Cel-Communications, Inc. v. Los Angeles Cellular*
28 *Telephone Co.* (1999) 20 C.4th 163, 180, 83 CR2d 548.

1 79. Plaintiff seeks full restitution on account of the economic injuries she has suffered along with
2 disgorgement of ill-gotten gains from the Defendants as necessary and according to proof, to
3 restore any and all monies withheld, acquired and/or converted by Defendants by means of the
4 unlawful business practices complained of herein.

5 **NINTH CAUSE OF ACTION**

6 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

7 **(Plaintiff Against All Defendants, Including Does 1-50)**

8 80. Plaintiff realleges each and every paragraph of this Complaint as though fully set forth herein.

9 81. Defendants owed a duty of care to Plaintiff to appoint, hire, retain, and supervise persons who
10 would not engage in harassing, retaliatory or discriminatory conduct. Defendants owed a duty
11 of care to Plaintiff to not retain managers, agents, supervisors, or employees who would harass
12 or discriminate against employees, or retaliate against employees for engaging in protected
13 activities. Defendants owed a duty of care to Plaintiff to supervise their managers, agents,
14 supervisors, and employees closely to ensure that they would refrain from harassing,
15 discriminating and retaliating against Plaintiff.

16 82. Defendants failed to appoint, hire, retain, and supervise persons who would not engage in
17 retaliatory conduct. Defendants improperly retained managers, agents, supervisors, or
18 employees who retaliated against Plaintiff for engaging in protected activities. Defendants
19 failed to supervise their managers, agents, supervisors, and employees closely to ensure that
20 they would refrain from retaliating against Plaintiff.

21 83. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered lost
22 income, employment career opportunities, and has suffered and continues to suffer other
23 economic loss, in an amount to be proven at trial.

24 84. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
25 emotional distress, in an amount to be proven at trial.

26 85. Plaintiff is informed and believes and thereon alleges that Defendants' actions were taken with
27 malice, oppression, fraud, and/or willful and conscious disregard of Plaintiff's rights, and were
28 carried out by Defendants' managing agents and/or ratified by Defendants. Plaintiff is therefore

1 entitled to punitive damages in an amount to be determined at trial.

2 **TENTH CAUSE OF ACTION**

3 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

4 **(Plaintiff Against All Defendants, Including Does 1-50)**

5 86. Plaintiff realleges each paragraph of this Complaint as though fully set forth herein.

6 87. As described herein, Plaintiff's employment was terminated in violation of the fundamental
7 public policies of the State of California including those set out in the California Labor Code,
8 the California Health and Safety Code, and the California Constitution. Specifically, Plaintiff's
9 employment was terminated in violation of the California Labor Code as described above.

10 88. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered lost
11 income, employment career opportunities, and has suffered and continues to suffer other
12 economic loss, in an amount to be proven at trial.

13 89. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
14 emotional distress, in an amount to be proven at trial.

15 90. Plaintiff is informed and believes and thereon alleges that Defendants' actions were taken with
16 malice, oppression, fraud, and/or willful and conscious disregard of Plaintiff's rights, and were
17 carried out by Defendants' managing agents and/or ratified by Defendants. Plaintiff is therefore
18 entitled to punitive damages in an amount to be determined at trial.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 21 (a) For general, special, compensatory damages;
- 22 (b) For exemplary and punitive damages;
- 23 (c) For emotional distress damages;
- 24 (d) For reasonable attorneys' fees;
- 25 (e) For civil penalties as permitted by statute;
- 26 (f) For pre-judgment and post-judgment interest at the maximum legal rate;
- 27 (g) For costs of suit incurred;
- 28 (h) For such other and further relief as the Court deems just and proper.

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

PLAINTIFF HEREBY DEMANDS A JURY TRIAL.

DATED: November 19, 2021

MARLIS PARK, P.C.

By: 

Young K. Park
Tara H. Hattendorf
Attorneys for Plaintiff,
ELLIE MOSSER