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**FILED**  
Superior Court of California  
County of Los Angeles

**MAR 23 2018**

Sherri R. Carter, Executive Officer/Clerk  
By Shamya Bolden Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES

**BC 699385**

11 JULIA GOMEZ PERALTA,

12 Plaintiff,

13 v.

14 GBG USA INC., a corporation;  
15 JOSEPH DAHAN, an individual;  
16 and DOES 1 through 25,  
17 inclusive,

18 Defendants.

) CASE NO.

) COMPLAINT FOR DAMAGES:

) I. Sexual Harassment in  
) violation of Gov. Code  
) §12940(j)(1)  
) [Fair Employment & Housing  
) Act]

) II. Retaliation in violation  
) of Gov. Code §12940(h)

) III. Gender Discrimination  
) in violation of Gov. Code  
) §12940(a)

) IV. Failure to Prevent  
) Sexual Harassment in  
) violation of Gov. Code  
) §12940(k)

) V. Wrongful Termination and  
) Retaliation in Violation of  
) Public Policy

) VI. Intentional Infliction  
) of Emotional Distress

) VII. Negligent Infliction of  
) Emotional Distress

) VIII. Negligent Hiring,  
) Retention and Supervision

) IX. Fraud

28  
1  
COMPLAINT

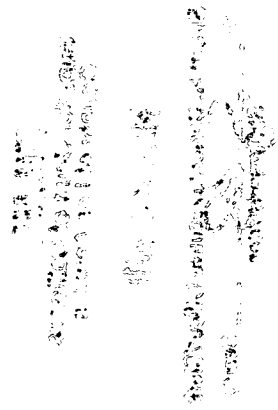
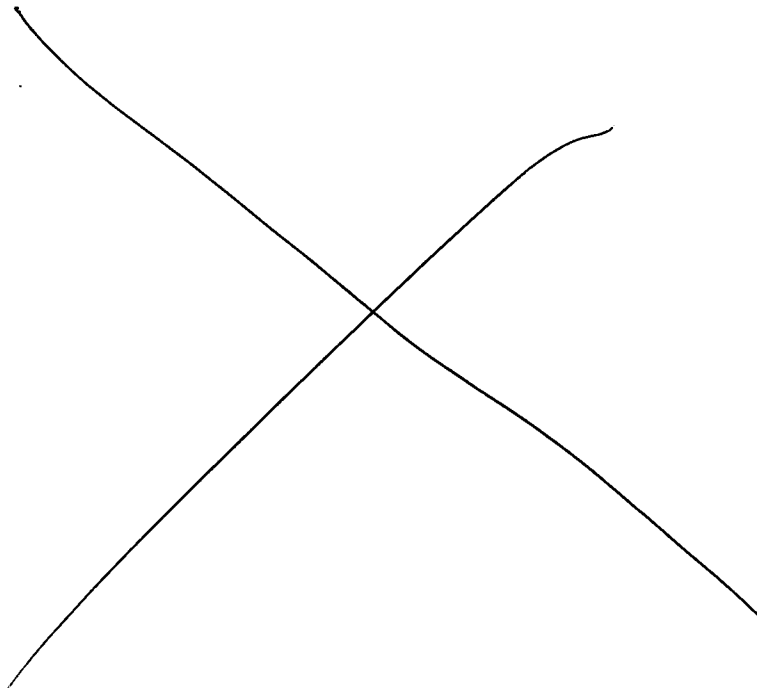
8106/20/20

CIT/CASE: BC699385  
LEA/DEF#:

62

RECEIPT #: CCH465980105  
DATE PAID: 03/23/18 03:41 PM  
PAYMENT: \$435.00 310

RECEIVED:  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00



1 ) X. Negligent  
2 ) Misrepresentation  
3 )  
4 ) XI. Misrepresentation in  
5 ) Violation of California Labor  
6 ) Code 970  
7 )  
8 ) XII. Violation of the  
9 ) California Equal Pay Act,  
10 ) California Labor Code §1197.5  
11 )  
12 ) XIII. Unfair Business  
13 ) Practices in violation of  
14 ) Gov. Code §§ 17200-17208  
15 )  
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JURY TRIAL DEMANDED

Plaintiff, JULIA GOMEZ PERALTA complains and alleges as follows:

**PARTIES**

1. Plaintiff, JULIA GOMEZ PERALTA (hereinafter referred to as "MS. PERALTA") was at all relevant times herein a resident of the County of Los Angeles, State of California, except as specifically stated herein.

2. MS. PERALTA is informed and believes, and based thereon alleges, that Defendant, GBG USA INC. (hereinafter "GBG") is, and at all relevant times herein was, a corporation organized and existing under the laws of the State of Delaware and doing substantial business in the County of Los Angeles, State of California.

3. MS. PERALTA is informed and believes, and based thereon alleges, that Defendant, GBG is, and at all relevant times herein was doing business in the County of Los Angeles, State of California under the name "Joe's Jeans". Defendant GBG employs more than five employees and is an employer within the meaning of Section 12926 of the California Government Code.

4. MS. PERALTA is informed and believes, and based

1 thereon alleges, that Defendant, JOSEPH DAHAN aka JOE DAHAN  
2 (hereinafter "Defendant DAHAN") is an individual who at all  
3 relevant times herein is and was a resident of the County of Los  
4 Angeles, State of California.

5 5. MS. PERALTA is informed and believes, and based  
6 thereon alleges, that at all relevant times herein Defendant  
7 DAHAN was and is the founder, President and creative director of  
8 Joe's Jeans with the power to hire and fire employees or to  
9 effectively recommend the hiring and firing of employees, and  
10 had and has the power to set policies of Joe's Jeans, a division  
11 of defendant GBG, and also had and has substantial discretionary  
12 authority over the vital aspects of the defendant GBG's  
13 business, including making significant decisions affecting and  
14 enforcing company policy and hence is and was at all times  
15 relevant was a managing agent of Defendant GBG.

16 6. The true names and capacities, whether individual,  
17 associate or otherwise, of defendants sued herein as DOES 1  
18 through 25, inclusive, are currently unknown to MS. PERALTA, who  
19 therefore sues said defendants by such fictitious names.

20 7. MS. PERALTA is informed and believes, and based  
21 thereon alleges that each of the defendants designated herein as  
22 a DOE is legally responsible in some manner for the events and  
23 happenings referred to herein, and caused injury and damage  
24 proximately thereby to MS. PERALTA as alleged herein.

25 8. MS. PERALTA will seek leave of court to amend this  
26 Complaint to show the true names and capacities of the  
27 defendants designated herein as DOES when the same have been  
28 ascertained.

1           9. Whenever in this Complaint reference is made to  
2 "defendants and each of them," such allegation shall be deemed  
3 to mean the acts of defendants acting individually, jointly  
4 and/or severally.

5           10. MS. PERALTA is informed and believes, and based  
6 thereon alleges, that at all times mentioned herein, each of the  
7 defendants was the agent, servant and employee, co-venturer and  
8 co-conspirator of each of the remaining defendants, and was at  
9 all times herein mentioned, acting within the course, scope,  
10 purpose, consent, knowledge, ratification and authorization of  
11 such agency, employment, joint venture and conspiracy.

12                           **JURISDICTION AND VENUE**

13           11. Venue is proper in this judicial district, pursuant to  
14 California Code of Civil procedure Section 395(a). The  
15 defendants reside and/or transact business in the County of Los  
16 Angeles, and are within the jurisdiction of this court for  
17 purposes of service of process.

18                           **FACTUAL BACKGROUND**

19           12. The Plaintiff, JULIA GOMEZ PERALTA ("MS. PERALTA"), is  
20 a 32 year old female resident of California. In March 2016, MS.  
21 PERALTA resided in Madrid, Spain where she had forged a career  
22 as a successful clothing and accessories designer. In 2013, MS.  
23 PERALTA accepted a position with El Corte Ingles, S.A. ("El  
24 Corte Ingles"). By March 2016, MS. PERALTA had been promoted to  
25 the position of El Corte Ingles' senior designer of loungewear  
26 and accessories with responsibility for the design and  
27 development of loungewear, underwear, textiles, bags and small  
28 leather goods. MS. PERALTA's responsibilities also included

1 researching trends with respect to the design of fashion  
2 accessories with a focus on global sourcing and the development  
3 of relationships with El Corte Ingles' suppliers. El Corte  
4 Ingles is headquartered in Madrid, Spain and is the largest,  
5 most prestigious department store in Europe.

6 13. On March 24, 2016, MS. PERALTA, while working and  
7 residing in Madrid, participated in an interview via Skype with  
8 Defendant DAHAN. During the interview MS. PERALTA and Defendant  
9 DAHAN discussed the possibility of her relocating to Los  
10 Angeles, California and joining Joe's Jeans, a company founded  
11 and operated by Defendant DAHAN. Defendant DAHAN represented to  
12 MS. PERALTA that should she be hired, she would assume the  
13 position of Senior Designer for Joe's Jeans. Defendant DAHAN  
14 represented that the Senior Designer position would place her in  
15 charge of the men's collection team. Defendant DAHAN  
16 represented that as the Senior Designer of the men's collection  
17 team, she would have the full time assistance of an associate  
18 designer and an assistant technical designer.

19 14. During the interview, Defendant DAHAN informed MS.  
20 PERALTA that the senior designer position would require her to  
21 regularly travel to Europe and Asia for design inspiration.  
22 Defendant DAHAN further informed MS. PERALTA that should she be  
23 hired, she would report directly to him with respect to the  
24 presentation of designs which would then subsequently be  
25 developed under her direction by her design team.

26 15. At the time the interview occurred, MS. PERALTA  
27 enjoyed long time employment with El Corte Ingles and led a team  
28 of three designers. MS. PERALTA's career trajectory indicated a

1 succession of promotions with added increases in responsibility  
2 and compensation.

3 16. In late March 2016, Hoss Hamidi, Defendant GBG's  
4 Senior Manager of Human Resources requested, through Jessica  
5 Zelling, that MS. PERALTA come to Los Angeles at GBG's expense,  
6 for another interview with Joe's Jeans personnel. Jessica  
7 Zelling was an account manager with 24 seven Inc., a recruiting  
8 firm used by Defendant GBG.

9 17. On April 12, 2016, MS. PERALTA met with Mr. Hamidi and  
10 Defendant DAHAN at the Petit Hermitage Hotel in Los Angeles.  
11 During the meeting, Defendant DAHAN reaffirmed that should she  
12 be hired, MS. PERALTA would be Joe's Jeans' senior designer of  
13 the men's collection in charge of a team of two full time  
14 designers reporting to her, that she would report directly to  
15 Defendant DAHAN, that she would be based in Los Angeles, and  
16 that she would be required regularly to travel for design  
17 inspiration and development.

18 18. Defendant DAHAN made each of the aforementioned  
19 representations in the presence of Mr. Hamidi who never voiced  
20 disapproval of anything Defendant DAHAN told MS. PERALTA.

21 19. After meeting with Mr. Hamidi and Defendant DAHAN, MS.  
22 PERALTA returned to Madrid, Spain and resumed her work for El  
23 Corte Ingles.

24 20. On April 14, 2016, MS. PERALTA received an offer of  
25 employment from Mr. Hamidi on behalf of "GBG USA INC, a Global  
26 Brands Group holding limited company." The offer was set forth  
27 in Mr. Hamidi's correspondence dated April 12, 2016, and  
28 forwarded to MS. PERALTA at her residence address in Madrid.

1 Among other provisions, GBG offered MS. PERALTA a base salary of  
2 \$100,000.00 in addition to eligibility for annual bonuses, a  
3 relocation bonus, benefits and paid time off. The offer recited  
4 that MS. PERALTA's title would be "Designer, (Men's  
5 Collection)." The offer also recited that MS. PERALTA would  
6 directly report to Defendant DAHAN, the "Founder and Creative  
7 Director" of the Joe's Jeans division of GBG.

8 21. On or about April 14, 2016, based upon the Defendants'  
9 representations and assurances, MS. PERALTA executed the offer  
10 letter.

11 22. On May 16, 2016, after resigning from El Corte Ingles  
12 and moving to Los Angeles, California, in reliance upon the  
13 Defendants' representations, MS. PERALTA reported to the Joe's  
14 Jeans facility for work. On May 18, 2016, Defendant DAHAN  
15 instructed MS. PERALTA that an assistant technical designer and  
16 an associate designer would work with her in the men's  
17 collection. However, defendant DAHAN also advised MS. PERALTA  
18 not to discuss with the associate designer, Adam McGowan, the  
19 requirement that Mr. McGowan report to MS. PERALTA. Defendant  
20 DAHAN strangely told MS. PERALTA that Mr. McGowan would "get his  
21 feelings hurt" if he knew that he was supposed to report to MS.  
22 PERALTA. Defendant DAHAN further disclosed to MS. PERALTA that  
23 she had to share the services of both Frankie Casillas, the  
24 assistant technical designer, and the associate designer with  
25 Nate Freeman, the Senior Designer of Denim, who had been hired  
26 on the same week as MS. PERALTA. MS. PERALTA expressed her  
27 dismay over Defendant DAHAN's revelation inasmuch as Defendant  
28 DAHAN had earlier informed her that she would be provided with



1 the services of two full time designers should she accept GBG's  
2 offer of employment and move to Los Angeles. In response,  
3 Defendant DAHAN reassured MS. PERALTA that the budget had been  
4 approved for the hiring of another assistant technical designer  
5 specifically and solely for MS. PERALTA. Defendant DAHAN also  
6 told MS. PERALTA that "his group" was "unfocused" and "immature"  
7 and that she needed to be, in his words, the "Mamma" in the  
8 department in order to "create order" among the staff.

9 23. On her first day Mr. Hamidi gave MS. PERALTA a one-on-  
10 one orientation presentation. At that time MS. PERALTA asked  
11 again about the "Designer" title on her offer letter and Mr.  
12 Hamidi said that it was the title that GBG used "internally" for  
13 that position and that MS. PERALTA should not be concerned.  
14 Thereafter and throughout her employment, MS. PERALTA held  
15 herself out and was introduced by the Defendants as Joe's Jeans  
16 Senior Designer.

17 24. During the next ten months MS. PERALTA worked without  
18 the support of the assistant technical designer who only worked  
19 for Mr. Freeman. All the while, Defendant DAHAN continually  
20 ignored MS. PERALTA's requests for the promised assistant.  
21 Moreover, the associate designer, Mr. McGowan, became and  
22 remained hostile, uncooperative and confrontational with MS.  
23 PERALTA and did little if any work under MS. PERALTA's  
24 supervision.

25 25. On August 15, 2016, the sales team together with the  
26 design team, as well as Defendant DAHAN and Suzy Bizant, the CEO  
27 of Joe's Jeans, traveled to Las Vegas for the most important  
28 national trade show of the season. During the week, Defendant

1 DAHAN took Mr. Freeman and Mr. McGowan to meetings with clients  
2 and suppliers to explain changes and developments in the men's  
3 collection and lines. MS. PERALTA was never invited by  
4 Defendant DAHAN to attend those meetings and was excluded from  
5 participating in client development activities with Defendant  
6 DAHAN.

7 26. In September 2016, Defendant DAHAN met with MS.  
8 PERALTA together with Nate Freeman and Mr. McGowan. During the  
9 meeting, Defendant DAHAN was loud, irate and intimidating.  
10 Defendant DAHAN demanded to know why he had just found all of  
11 the designers working separately. MS. PERALTA stated that  
12 neither the technical designer Mr. Casillas, nor Mr. McGowan had  
13 ever served as her assistants, as promised by Defendant DAHAN.  
14 MS. PERALTA explained that Mr. McGowan continually rejected her  
15 directives and failed to meet deadlines. Defendant DAHAN then  
16 informed the assembled group that Mr. Freeman, the senior denim  
17 designer, would henceforth oversee all aspects of the denim  
18 collection and the men's collection. Although MS. PERALTA asked  
19 Defendant DAHAN to address the issues she had with the design  
20 team, Defendant DAHAN ignored MS. PERALTA and stormed out of the  
21 meeting. MS. PERALTA followed Defendant DAHAN into the public  
22 area of the facility whereupon he turned on MS. PERALTA and, in  
23 front of many of the employees of Joe's Jeans, screamed at MS.  
24 PERALTA and said, "this is my decision and you are not going to  
25 tell me I can't do it. If you don't like it you can leave, you  
26 choose!"

27 27. After being publicly and loudly humiliated, it became  
28 apparent to MS. PERALTA that she would be further humiliated and

1 fired if she questioned Defendant DAHAN on any matters  
2 especially the representations and promises he made in order to  
3 lure her from Madrid to Los Angeles.

4 28. MS. PERALTA attempted to understand why Mr. McGowan  
5 consistently refused to take direction from her. MS. PERALTA  
6 met with Mr. McGowan privately and encouraged him to open-up  
7 about any issues he had with her. Mr. McGowan told MS. PERALTA  
8 that prior to her hiring in March 2016, Defendant DAHAN gave him  
9 an opportunity to transfer into the design department.

10 Moreover, Defendant DAHAN promised Mr. McGowan the position of  
11 Senior Designer, Men's Collection, in essence, the same position  
12 MS. PERALTA was hired into by the Defendants. Mr. McGowan also  
13 said that he was never told by anyone that he was not the Senior  
14 Designer.

15 29. Two days after being publicly humiliated by Defendant  
16 DAHAN, MS. PERALTA met with Shannon Sanders, Joe's Jeans Human  
17 Resources representative. MS. PERALTA informed Ms. Sanders that  
18 she had been humiliated and harassed by Defendant DAHAN who had  
19 never allowed her act in a managerial capacity, either expressly  
20 or implied. MS. PERALTA informed Ms. Sanders that Defendant  
21 DAHAN marginalized MS. PERALTA from the beginning of her  
22 employment by excluding her from virtually every meeting he  
23 called with the assistant designer who were supposed to be  
24 reporting to MS. PERALTA, and that Defendant DAHAN had reneged  
25 on virtually all the promises and representations made to her in  
26 order to induce her to accept their employment offer.

27 30. Ms. Sanders assured MS. PERALTA that the conference  
28 would be officially recorded after MS. PERALTA requested her to

1 do so. MS. PERALTA told Ms. Sanders that she was afraid she  
2 would lose her job if Defendant DAHAN knew that she had met with  
3 human resources. Ms. Sanders told MS. PERALTA that her position  
4 as a Senior Designer was not in danger and had unchanged in its  
5 managerial responsibilities. While Ms. Sanders offered to set  
6 up a meeting with Defendant DAHAN MS. PERALTA declined to meet  
7 with him due to her fear of retaliation. As a result, Ms.  
8 Sanders and MS. PERALTA agreed that MS. PERALTA would attempt to  
9 resolve the issues with Defendant DAHAN by herself. Ms. Sanders  
10 confirmed that she would indeed investigate MS. PERALTA's  
11 complaints concerning Defendant DAHAN's conduct toward her and  
12 make a written record of those complaints. MS. PERALTA is  
13 informed and believes and based thereon alleges that at no time  
14 did Ms. Sanders investigate her complaints nor did she make any  
15 record of MS. PERALTA's complaints.

16 31. MS. PERALTA also informed Ms. Sanders that MS. PERALTA  
17 had been told that during the Las Vegas trade show during a  
18 dinner party held after the trade show events, Defendant DAHAN  
19 and the male members of the team openly discussed the use of  
20 substances and other extracurricular activities, and that MS.  
21 PERALTA therefore declined to attend the dinner. Instead she  
22 opted to spend time with her relatives in Las Vegas. MS.  
23 PERALTA told Ms. Sanders that she believed that her refusal  
24 contributed to her further marginalization by Defendant DAHAN  
25 and his male designers. Ms. Sanders informed MS. PERALTA that  
26 when the team returned to Los Angeles, Defendant DAHAN told her  
27 that MS. PERALTA was "too corporate and too structured" and  
28 implied that she simply did not "fit in" with his team.

1           32. Ms. Sanders also told MS. PERALTA that she knew of no  
2 changes to MS. PERALTA's position contrary to Defendant DAHAN's  
3 statement to the design team.

4           33. MS. PERALTA also met with Suzy Bizant, Joe's Jeans  
5 CEO, to seek her advice with respect to how to deal with  
6 Defendant DAHAN's harassment and marginalization. MS. PERALTA  
7 informed Ms. Bizant of Defendant DAHAN's conduct and Ms. Bizant  
8 told MS. PERALTA that she was "shocked" by her revelations. Ms.  
9 Bizant instructed MS. PERALTA to try and discuss the problems  
10 with Defendant DAHAN and subsequently report back to her. Ms.  
11 Bizant promised to keep the aforementioned conversation  
12 confidential, however, MS. PERALTA is informed and believes and  
13 on that basis alleges that Ms. Bizant failed to keep her promise  
14 and instead, revealed the content of the conversation to  
15 Defendant DAHAN.

16           34. Following Ms. Sanders' instructions, MS. PERALTA  
17 confronted Defendant DAHAN with her concerns. Surprisingly,  
18 Defendant DAHAN acknowledged that MS. PERALTA was indeed his  
19 Senior Designer that he was pleased with her work and promised  
20 to support her managerial relationship with her design team.  
21 Defendant DAHAN added that the change in the men's team  
22 structure was only for "certain meetings" and to not be too  
23 concerned. Subsequently, MS. PERALTA reported back to Ms.  
24 Sanders. MS. PERALTA told Ms. Sanders that she had received  
25 Defendant DAHAN's assurances and Ms. Sanders advised MS. PERALTA  
26 to wait and see if things changed.

27           35. On November 21, 2016, following MS. PERALTA's two week  
28 bereavement leave in the wake of her father's death, Mr. McGowan

1 informed MS. PERALTA that Jennifer DeClark, the Vice-President  
2 of Design and Merchandising, placed him solely in charge of a  
3 new design project for the men's collection. MS. PERALTA  
4 subsequently asked Ms. DeClark if Mr. McGowan's statement was  
5 accurate. Ms. DeClark denied telling Mr. McGowan to work on the  
6 design project without MS. PERALTA'S supervision.  
7 Notwithstanding, Ms. DeClark's denial, Mr. McGowan continued to  
8 work on the new project and refused to take any direction from  
9 MS. PERALTA.

10 36. After being informed by Ms. DeClark that Mr. McGowan  
11 had misrepresented her directives, MS. PERALTA again met with  
12 Ms. Sanders. MS. PERALTA informed Ms. Sanders that Defendant  
13 DAHAN failed to resolve any of the issues they previously  
14 discussed. Defendant DAHAN's personal conduct toward MS.  
15 PERALTA was still abhorrent and the design team promised to MS.  
16 PERALTA was still not forthcoming. By this time Defendant DAHAN  
17 had become much more dismissive with MS. PERALTA and would  
18 ridicule her and undermine her in front of other colleagues more  
19 frequently. This time, Ms. Sanders instructed MS. PERALTA that  
20 Ms. DeClark would handle the situation with Mr. McGowan and  
21 Defendant DAHAN. However, Ms. Sanders failed to address  
22 Defendant DAHAN's conduct.

23 37. Instead of seeing her work situation with her  
24 subordinate employees addressed, MS. PERALTA became even more  
25 marginalized and excluded from important design team events by  
26 Defendant DAHAN. A second Las Vegas trip occurred in February  
27 2017. During that trip, Defendant DAHAN requested Mr. Freeman  
28 and Mr. McGowan to attend to present the men's collection. MS.

1 PERALTA was left behind in Los Angeles. MS. PERALTA  
2 subsequently informed Ms. DeClark that she had again been  
3 excluded from an important series of meetings and Mr. DeClark  
4 apologized by saying that Defendant DAHAN had instructed her to  
5 do so and there was nothing that she could do about it.

6 38. During MS. PERALTA's first conference with Ms.  
7 Sanders, MS. PERALTA characterized the work environment under  
8 Defendant DAHAN as a "boys club." Underlying the environment  
9 created by Defendant DAHAN as the founder and creative director  
10 of Joe's Jeans was the guise of a "laid back" working  
11 atmosphere. This atmosphere was perpetuated by Defendant DAHAN  
12 and it created a culture within Joe's Jeans which allowed  
13 Defendant DAHAN to get away with pervasively harassing women  
14 employees including MS. PERALTA. That atmosphere continued  
15 unabated through 2016 and into 2017.

16 39. During MS. PERALTA's conference with Ms. Sanders, she  
17 provided the Human Resources representative with examples of  
18 what she meant by the "boys club" environment, including that  
19 she was excluded from numerous important client meetings by not  
20 being invited to attend the trade show while the male designers  
21 accompanied Defendant DAHAN to every important client meeting  
22 and conference and evening event.

23 40. Shortly after MS. PERALTA began her employment,  
24 Defendant DAHAN began hugging and inappropriately touching her.  
25 MS. PERALTA noticed that Defendant DAHAN likewise  
26 inappropriately touched other young, fit female employees.  
27 Defendant DAHAN would constantly place his arms around MS.  
28 PERALTA's shoulders near her breasts and around her waist in a

1 coercive, unwelcome and seductive manner. MS. PERALTA felt  
2 threatened by Defendant DAHAN's actions and believed that if she  
3 complained, she would be publicly humiliated and lose her job.  
4 Defendant DAHAN continued to perform these acts throughout the  
5 entirety of MS. PERALTA's employment.

6 41. Defendant DAHAN habitually made obscene comments to  
7 MS. PERALTA concerning sexual relations. Throughout her  
8 employment, Defendant DAHAN would enter the design work area and  
9 initiate conversations with the male employees of the design  
10 department which focused on various models' physical attributes.  
11 Defendant DAHAN encouraged the male designers to engage in  
12 sexually focused jokes and banter. Inasmuch as MS. PERALTA was  
13 the only female in the department, Defendant DAHAN conveniently  
14 disregarded how uncomfortable such comments made MS. PERALTA and  
15 encouraged MS. PERALTA's male co-employees to target her as the  
16 subject of their banter and jokes.

17 42. In June 2016, shortly after she was hired, Defendant  
18 DAHAN asked MS. PERALTA if she was having sexual relations with  
19 Mr. Freeman. MS. PERALTA was shocked and visibly offended by  
20 Defendant DAHAN's question.

21 43. Also in June 2016, during a fitting session, Defendant  
22 DAHAN directed a model to try on various garments for fit  
23 correction. Throughout the session, which was witnessed by MS.  
24 PERALTA and attended other design employees, Defendant DAHAN  
25 directed derogatory comments to the sessions' production  
26 assistant. When Defendant DAHAN loudly asked the assistant if  
27 she was a member of the lesbian, gay, bisexual and transgender  
28 community, the assistant became visibly embarrassed and left the



1 session. Afterwards, Defendant DAHAN left the fitting session  
2 and laughed in MS. PERALTA's direction.

3 44. In November 2016, after MS. PERALTA returned to work  
4 following the death of her father, Defendant DAHAN gave MS.  
5 PERALTA an extremely tight and unwanted hug and said to her, "I  
6 hope your Dad at least is having orgies in heaven." MS. PERALTA  
7 was thoroughly disgusted, embarrassed and appalled by the sexual  
8 innuendo inherent in Defendant DAHAN's obscene comments.

9 45. Although MS. PERALTA's position as a Senior Designer  
10 had no association with the women's department of Joe's Jeans,  
11 Defendant DAHAN demanded that MS. PERALTA try on women's tops  
12 and bottom samples often in front of the entire office and at  
13 times with only him. On at least one occasion, Defendant DAHAN  
14 inappropriately touched MS. PERALTA on various parts of her body  
15 depending upon what garments Defendant DAHAN ordered her to  
16 wear.

17 46. The room where fittings took place had virtually no  
18 private area where models could change. That area was simply a  
19 small corner shielded by an inadequate curtain which provided  
20 little if any privacy. Defendant DAHAN generally elected to  
21 remain in the fitting room where he was in a position to watch  
22 as models changed behind the flimsy curtain. On one occasion  
23 when Defendant DAHAN ordered MS. PERALTA to try on clothing, he  
24 remained in the room where he could watch her undress and dress.  
25 Defendant DAHAN at that time stayed alone in the fitting room  
26 when he ordered MS. PERALTA to act as a fitting model. On the  
27 aforementioned occasion, Defendant DAHAN told MS. PERALTA that  
28 he needed to "check" the back pockets and waistband of the

1 garment she was made to wear. Defendant DAHAN proceeded to  
2 inappropriately touch MS. PERALTA by touching her buttocks  
3 claiming he was "measuring the pockets". Defendant DAHAN then  
4 proceeded to make a sexual comment about MS. PERALTA's buttocks.  
5 Defendant DAHAN never asked if he could touch MS. PERALTA.

6 47. In March 2017, Defendant DAHAN entered the design work  
7 area and approached both MS. PERALTA and Mr. Freeman. Defendant  
8 DAHAN stealthfully moved between MS. PERALTA and Mr. Freeman and  
9 took out his smartphone. Defendant DAHAN then proceeded to show  
10 Mr. Freeman numerous photographs of a naked woman performing  
11 lurid sex poses in what Defendant DAHAN purported to be his  
12 home. Defendant DAHAN framed the display in a way that forced  
13 MS. PERALTA to view the photographs as well. MS. PERALTA became  
14 visibly upset that she was made to observe Defendant DAHAN's  
15 display.

16 48. Shortly thereafter, MS. PERALTA was informed by  
17 Defendant GBG that she was laid off as part of a  
18 "restructuring." MS. PERALTA was informed that the  
19 restructuring was eliminating many positions throughout Joe's  
20 Jeans. However, after MS. PERALTA was informed that she was  
21 laid off as part of the restructuring, Defendant DAHAN informed  
22 her that she was "fired" because she was not a "good fit."

23 49. MS. PERALTA is informed and believes and based thereon  
24 alleges that Mr. McGowan was retained by Joe's Jeans and assumed  
25 her former position and also received the technical assistant  
26 which was originally promised to MS. PERALTA but never provided.  
27 Hence, MS. PERALTA's position was never actually eliminated.  
28 Moreover, inasmuch as Ms. Sanders and Ms. DeClark assured MS.

1 PERALTA that her performance had nothing to do with the decision  
2 to eliminate her position, it was clear to her that Defendant  
3 DAHAN retaliated against her.

4 50. After being terminated, it became apparent to MS.  
5 PERALTA that the representations and promises Defendant DAHAN  
6 made in order to lure her from Madrid to Los Angeles were false.

7 51. As hereinabove alleged, MS. PERALTA began her  
8 employment with the Joe's Jeans division of GBG on the same week  
9 as Mr. Freeman, the Senior Designer of Men's Denim began his  
10 employment. Mr. Freeman's position was parallel to MS.  
11 PERALTA's position inasmuch as both were Senior Design positions  
12 with the same managerial responsibilities. At the time both  
13 were employed, Mr. Freeman shared his offer letter with MS.  
14 PERALTA. However, Mr. Freeman's annual salary was listed as  
15 \$135,000.00, \$35,000 more than MS. PERALTA.

16 52. On August 30, 2017, MS. PERALTA filed an  
17 administrative charge of discrimination with the California  
18 Department of Fair Employment and Housing (DFEH). A true and  
19 correct copy of the Charge is attached to this Complaint as  
20 Exhibit A and is incorporated herein by this reference. MS.  
21 PERALTA has received a Notice of Right to sue from the DFEH. A  
22 true and correct copy of the Notice is attached to this  
23 Complaint as Exhibit B and is incorporated herein by this  
24 reference.

25 **FIRST CAUSE OF ACTION**

26 **SEXUAL HARASSMENT IN VIOLATION OF**

27 **FAIR EMPLOYMENT AND HOUSING ACT**

28 (Against Defendants GBG, DAHAN, and Does 1-25)

1           53. MS. PERALTA realleges and incorporates by reference  
2 paragraphs 1 through 52, inclusive, of this Complaint as if  
3 fully set forth herein.

4           54. Beginning in or about May 2016, Defendant DAHAN, while  
5 acting in the course and scope of his employment with GBG, and  
6 DOES 1 through 10, sexually harassed, and discriminated against  
7 MS. PERALTA as alleged herein. The harassment was sufficiently  
8 pervasive and severe as to alter the conditions of MS. PERALTA's  
9 employment and to create a hostile, intimidating, and abusive  
10 work environment. Defendants' acts of sexual harassment  
11 included, without limitation, the following:

12           a. Defendant DAHAN's unwelcome sexual comments  
13 towards MS. PERALTA, which at all times were initiated by  
14 Defendant DAHAN and were unwelcome, uninvited, non-consensual in  
15 nature and were against MS. PERALTA's will.

16           b. Defendants created and allowed a sexually hostile  
17 environment to exist for MS. PERALTA including unwelcome sexual  
18 advances and verbal and physical sexual harassment by Defendant  
19 DAHAN.

20           c. All the conduct described in the Factual  
21 Background portion of this Complaint.

22           55. The sexual harassment against MS. PERALTA by Defendant  
23 DAHAN was condoned, permitted and encouraged by GBG and DOES 1  
24 through 10, and each of them, in a manner which was grossly  
25 negligent, reckless, willful, malicious and deliberately  
26 indifferent to the MS. PERALTA's personal rights to a  
27 discrimination free work environment and safety in the work-  
28 place. GBG and Does 1 through 10 failed to prevent sexual

1 harassment from occurring in the work-place.

2 56. The acts and conduct of Defendants, and each of them,  
3 as aforesaid, were in violation of California Government Code  
4 Section 12940 et seq. Said statutes impose certain duties upon  
5 Defendants, and each of them, concerning discrimination and  
6 harassment against persons, such as the MS. PERALTA, on the  
7 basis of gender. Said statutes were intended to prevent the type  
8 of injury and damage set forth herein. MS. PERALTA was, at all  
9 times herein mentioned, a member of the class of persons  
10 intended to be protected by said statutes. At all times herein  
11 mentioned, MS. PERALTA was a person of the female gender and  
12 therefore entitled to the protection of California Government  
13 Code Section 12940 et seq.

14 57. As a direct and legal result of Defendants' willful,  
15 wanton, intentional, malicious and/or reckless conduct and the  
16 policies alleged herein, MS. PERALTA suffered severe and extreme  
17 mental and emotional distress, including but not limited to  
18 anguish, humiliation, embarrassment, loss of confidence, fright,  
19 depression and anxiety, the exact nature and extent of which are  
20 not now known to her. MS. PERALTA does not at this time know  
21 the exact duration or permanence of said injuries, but is  
22 informed and believes, and thereon alleges, that some of the  
23 injuries are reasonably certain to be permanent in character.  
24 By the aforesaid acts and omissions of defendants, and each of  
25 them, MS. PERALTA has been directly and legally caused to suffer  
26 damages as alleged herein.

27 58. MS. PERALTA is informed and believes and thereon  
28 alleges that the Defendants, and each of them, by the acts of

1 its managing agents, officers and/or directors in performing  
2 and/or ratifying such acts, engaged in willful, malicious,  
3 intentional, oppressive and despicable conduct, and acted with  
4 willful and conscious disregard of the rights, welfare and  
5 safety of MS. PERALTA, thereby justifying the award of punitive  
6 and exemplary damages, against Defendants in an amount to be  
7 determined at trial.

8 59. As a result of Defendants' discriminatory acts as  
9 alleged herein, MS. PERALTA is entitled to reasonable attorney's  
10 fees and costs of said suit as provided by Cal. Govt. Code  
11 Section 12965(b).

12 **SECOND CAUSE OF ACTION**

13 **UNLAWFUL RETALIATION IN VIOLATION OF GOV. CODE §12940(h)**

14 (Against Defendant GBG and Does 1-25)

15 60. MS. PERALTA hereby incorporates by reference  
16 Paragraphs 1 through 52 of this Complaint as if fully set forth  
17 herein.

18 61. At all times herein mentioned, Government Code Section  
19 12940 et seq. was in full force and effect and was binding upon  
20 Defendants and each of them. Said statute imposes certain duties  
21 upon Defendants, concerning discrimination, harassment and  
22 retaliation against persons, such as MS. PERALTA, on the basis  
23 of gender or complaints of sexual discrimination or harassment.  
24 Said statutes were intended to prevent the type of injury and  
25 damage set forth herein. MS. PERALTA was, at all time herein  
26 mentioned, a member of the class of persons intended to be  
27 protected by said statutes. As alleged above, MS. PERALTA was  
28 retaliated against after she conveyed her reasonable concerns

1 that Defendant DAHAN was acting in an unlawful manner. Among  
2 other things, MS. PERALTA was unfairly treated more harshly than  
3 her co-workers, threatened with termination and humiliated and  
4 harassed as herein alleged.

5 62. On multiple occasions, MS. PERALTA opposed the  
6 harassing behavior of Defendant DAHAN to Ms. Sanders. In  
7 response to her complaints, MS. PERALTA is informed and believes  
8 and based thereon alleges that Ms. Sanders did nothing; instead  
9 of acting upon MS. PERALTA's complaints, Ms. Sanders failed to  
10 investigate Defendant DAHAN's conduct, failed to counsel  
11 Defendant DAHAN, failed to protect MS. PERALTA and allowed  
12 Defendant DAHAN and his "boys club" to continue to harass and  
13 marginalize MS. PERALTA all of which ultimately led to  
14 Defendants terminating the employment of MS. PERALTA.

15 63. As a direct, foreseeable, and legal result of  
16 Defendants' discriminatory, harassing and retaliatory acts, MS.  
17 PERALTA has suffered losses in earnings, attorney's fees and  
18 costs of suit and has suffered and continues to suffer physical  
19 pain, humiliation, embarrassment, mental and emotional distress,  
20 and discomfort, all to her damage in an amount in excess of the  
21 minimum jurisdiction of this Court, the precise amount of which  
22 will be proven at trial.

23 64. MS. PERALTA is informed and believes and thereon  
24 alleges that the Defendants, and each of them, by the acts of  
25 its managing agents, officers and/or directors in the  
26 aforementioned acts and/or ratifying such acts, engaged in  
27 willful, malicious, intentional, oppressive and despicable  
28 conduct, and acted with willful and conscious disregard of the

1 rights, welfare and safety of MS. PERALTA, thereby justifying  
2 the award of punitive and exemplary damages, against Defendant  
3 GBG and DOES 1-10, in an amount to be determined at trial.

4 65. As a result of Defendants' discriminatory acts as  
5 alleged herein, MS. PERALTA is entitled to reasonable attorneys'  
6 fees and costs of said suit as provided by California Government  
7 Code Section 12965(b).

8 **THIRD CAUSE OF ACTION**

9 **GENDER DISCRIMINATION IN VIOLATION OF**  
10 **GOVERNMENT CODE §12940(a)**

11 (Against Defendant GBG and Does 1-25)

12 66. MS. PERALTA hereby incorporates by reference  
13 Paragraphs 1 through 52 of this Complaint as if fully set forth  
14 herein.

15 67. At all times herein mentioned, Government Code Section  
16 12940 et seq. was in full force and effect and was binding upon  
17 Defendants. Said statute imposes certain duties upon Defendants  
18 concerning discrimination, harassment and wrongful discharge  
19 against persons, such as MS. PERALTA, on the basis of gender or  
20 complaints of sexual discrimination or harassment. Said statutes  
21 were intended to prevent the type of injury and damage set forth  
22 herein. MS. PERALTA was, at all time herein mentioned, a member  
23 of the class of persons intended to be protected by said  
24 statutes.

25 68. As alleged herein, GBG intentionally created and  
26 knowingly permitted egregious sexual harassment and retaliation  
27 against MS. PERALTA as hereinabove alleged. MS. PERALTA's  
28 termination constitutes discrimination based on sex and violated



1 Government Code Section 12940(a).

2 69. As a direct, foreseeable, and legal result of  
3 Defendants' discriminatory, harassing and retaliatory acts, MS.  
4 PERALTA has suffered losses in earnings, attorney's fees and  
5 costs of suit and has suffered and continues to suffer physical  
6 pain, humiliation, embarrassment, mental and emotional distress,  
7 and discomfort, all to her damage in an amount in excess of the  
8 minimum jurisdiction of this Court, the precise amount of which  
9 will be proven at trial.

10 70. MS. PERALTA is informed and believes and thereon  
11 alleges that the Defendants, and each of them, by the acts of  
12 its managing agents, officers and/or directors in the  
13 aforementioned acts and/or ratifying such acts, engaged in  
14 willful, malicious, intentional, oppressive and despicable  
15 conduct, and acted with willful and conscious disregard of the  
16 rights, welfare and safety of MS. PERALTA, thereby justifying  
17 the award of punitive and exemplary damages, against Defendants,  
18 in an amount to be determined at trial.

19 71. As a result of Defendants' discriminatory acts as  
20 alleged herein, MS. PERALTA is entitled to reasonable attorneys'  
21 fees and costs of said suit as provided by California Government  
22 Code Section 12965(b).

23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT**

25 **IN VIOLATION OF GOVERNMENT CODE §129409(k)**

26 (Against Defendant GBG and Does 1-25)

27 72. MS. PERALTA hereby incorporates by reference  
28 Paragraphs 1 through 52 of this Complaint as if fully set forth

1 herein.

2 73. In violation of Government Code §12940 (k), Defendants  
3 failed to take all or any reasonable steps necessary to prevent  
4 discrimination and harassment from occurring including:

5 a. With respect to sex harassment, Defendants either  
6 had no policy or had a policy that was ineffective;

7 b. With respect to the handling of complaints of  
8 discrimination, harassment and retaliation, Defendants had in  
9 place either no procedures or ineffective procedures;

10 c. Defendants either failed to implement whatever  
11 policies, practices and procedures might have been in existence,  
12 or failed to implement any such policies, practices and  
13 procedures in an effective manner.

14 74. At all relevant time periods, Defendants failed to  
15 make an adequate or any response to the harassing conduct  
16 described above and thereby established a policy, custom,  
17 practice or usage, which condoned, encouraged, tolerated,  
18 sanctioned, ratified, approved of, and/or acquiesced in  
19 harassment against women employees, including, but not limited  
20 to, MS. PERALTA.

21 75. MS. PERALTA is informed and believes, and thereon  
22 alleges, that during all relevant time periods, Defendants  
23 failed to provide any or adequate training and education to  
24 their personnel and most particularly to management and  
25 supervisory personnel regarding their discrimination and  
26 harassment policies and procedures. Defendants knew or  
27 reasonably should have known that such failure would result in  
28 discrimination and/or harassment against women employees,

1 including, but not limited to, MS. PERALTA. Such failure on the  
2 part of the Defendants constituted deliberate indifference to  
3 the rights of women employees, including, but not limited to,  
4 MS. PERALTA under Government Code § 12940(k).

5 76. Defendants' failure to prevent and/or stop the  
6 harassment described herein compounded and exacerbated the  
7 injuries MS. PERALTA was already suffering as a result of the  
8 unlawful conduct described above. As a proximate result of  
9 Defendants conduct as described more fully above, MS. PERALTA  
10 suffered economic damages, including lost earnings, noneconomic  
11 damages, including, without limitation, physical pain,  
12 humiliation, embarrassment and discomfort, physical and mental  
13 emotional distress and anguish, all to  
14 MS. PERALTAs damages in an amount to be proven at trial but in  
15 excess of the jurisdictional threshold of this court.

16 77. MS. PERALTA is informed and believes and thereon  
17 alleges that the Defendants, and each of them, by the acts of  
18 its managing agents, officers and/or directors in the  
19 aforementioned acts and/or ratifying such acts, engaged in  
20 willful, malicious, intentional, oppressive and despicable  
21 conduct, and acted with willful and conscious disregard of the  
22 rights, welfare and safety of MS. PERALTA, thereby justifying  
23 the award of punitive and exemplary damages, against Defendant  
24 GBG and DOES 1-10, in an amount to be determined at trial.

25 78. As a result of Defendants' acts as alleged herein, MS.  
26 PERALTA is entitled to reasonable attorneys' fees and costs of  
27 suit as provided in Section 12965(b) of the California  
28 Government Code.

1 **FIFTH CAUSE OF ACTION**

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

3 (Against Defendant GBG and Does 1-25)

4 79. MS. PERALTA hereby incorporates by reference  
5 Paragraphs 1 through 52 of this Complaint as if fully set forth  
6 herein.

7 80. At all times during her employment with Defendants,  
8 MS. PERALTA performed her duties with the utmost diligence and  
9 competence.

10 81. MS. PERALTA is informed and believes and thereon  
11 alleges that Defendants' decisions to harass and discriminate  
12 against her and ultimately to terminate her employment, as  
13 alleged herein, were motivated by MS. PERALTA's gender, her  
14 complaints regarding Defendant DAHAN's misrepresentations and  
15 her complaints of sexual harassment and discrimination. MS.  
16 PERALTA is further informed and believes and thereon alleges  
17 that any other reasons proffered by Defendants were and are  
18 pretextual in nature. Defendants intentionally created the  
19 aforementioned pervasive environment of discrimination,  
20 harassment, intimidation and retaliation.

21 82. By reason of the aforementioned conduct and  
22 circumstances, Defendants, and each of them, violated the  
23 fundamental public policies of the State of California, as set  
24 forth in Section 12940 of the Government Code and California  
25 Constitution which mandate that employees be free from unlawful  
26 discrimination, harassment and retaliation. As a further result  
27 of the aforesaid conduct of Defendants, and each of them, MS.  
28 PERALTA has Defendant DAHAN deprived of her right to a work

1 environment free from discrimination, harassment and  
2 retaliation.

3 83. By the aforesaid acts and omissions of Defendants, MS.  
4 PERALTA has been directly and legally caused to suffer the harm  
5 and damages alleged herein.

6 84. MS. PERALTA is informed and believes and thereon  
7 alleges that Defendants, and each of them, committed the acts  
8 alleged herein maliciously, fraudulently, and oppressively, with  
9 the wrongful intention of injuring MS. PERALTA and acted with an  
10 improper and evil motive amounting to malice, and in conscious  
11 disregard of MS. PERALTA's rights. Because the acts taken  
12 towards MS. PERALTA were carried out by managerial employees  
13 acting in a despicable, deliberate, cold, callous and  
14 intentional manner in order to injure and damage MS. PERALTA,  
15 MS. PERALTA is entitled to recover punitive damages from the  
16 individual defendants in an amount according to proof.

17 **SIXTH CAUSE OF ACTION**

18 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

19 (Against Defendants GBG and Does 1-25)

20 85. The allegations set forth in paragraphs 1 through 52  
21 are incorporated herein by reference.

22 86. The conduct of Defendants' management employees as set  
23 forth above was so extreme and outrageous that it exceeded the  
24 boundaries of human decency and was beyond pale of conduct  
25 tolerated in a civilized society. Defendants misrepresented the  
26 kind and character of the work they persuaded MS. PERALTA to  
27 take, thereby causing her to leave a secure managerial position  
28 in Spain and move to Los Angeles where she was alone and

1 unsupported by family and friends. Once she was employed by  
2 defendants, MS. PERALTA was subjected to continual harassment,  
3 degradation, marginalization, discrimination, and humiliation  
4 until she was wrongfully terminated and replaced by a male  
5 employee who was promised by her supervisor to have been her  
6 assistant designer. Ultimately because of her complaints to the  
7 Defendants' ineffectual human resources representative, she was  
8 terminated and abandoned without resources in the United States.  
9 This conduct was intended to cause severe emotional distress, or  
10 was done in reckless disregard of the probability of causing  
11 severe emotional distress.

12 87. As an actual and proximate result of Defendants'  
13 unlawful actions, MS. PERALTA has suffered and continues to  
14 suffer severe continuous emotional distress, humiliation,  
15 physical and mental pain and anguish, all to her damage in an  
16 amount according to proof at the time of trial.

17 88. Defendants committed the acts alleged herein  
18 maliciously, acts alleged herein maliciously, fraudulently, and  
19 oppressively, with the wrongful intention of injuring MS.  
20 PERALTA and acted with an improper and evil motive amounting to  
21 malice, and in conscious disregard of MS. PERALTA's rights.  
22 Because the acts taken towards MS. PERALTA were carried out by  
23 Defendants acting in a deliberate, cold, callous, and  
24 intentional manner in order to injure and damage MS. PERALTA,  
25 MS. PERALTA is entitled to recover punitive damages from the  
26 individual defendants in an amount according to proof.

27 **SEVENTH CAUSE OF ACTION**

28 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

(Against Defendants GBG and Does 1-25)

89. The allegations set forth in paragraphs 1 through 52 are incorporated herein by reference.

90. As an employee of Defendants, MS. PERALTA was owed a duty of due care by Defendants, and each of them, to ensure that MS. PERALTA was not exposed to foreseeable harms.

91. Defendants, and each of them, knew, or should have known, that MS. PERALTA was being subjected to sexual harassment, humiliation, discrimination and retaliation, and that, by failing to exercise due care to prevent Defendant DAHAN from engaging in a sexually harassing, discriminatory and humiliating retaliatory course of conduct could and would cause MS. PERALTA to suffer severe emotional distress.

92. Defendants, and each of them, failed to exercise their duty of due care to prevent their employees, managers, supervisors and/or officers from sexually harassing, humiliating, discriminating and retaliating against MS. PERALTA.

93. As a direct and proximate result of the acts and conduct of Defendants, and each of them, as aforesaid, MS. PERALTA has Defendant DAHAN caused to and did suffer and continues to suffer severe and extreme mental and emotional distress, including but not limited to anguish, humiliation, embarrassment, loss of confidence, fright, depression and anxiety, the exact nature and extent of which are not now known to her. MS. PERALTA does not know at this time the exact duration or permanence of said injuries, but is informed and believes and thereon alleges that some if not all of the

1 injuries are reasonably certain to be permanent in character.

2 94. By the aforesaid acts and omissions of Defendants, and  
3 each of them, MS. PERALTA has Defendant DAHAN directly and  
4 legally caused to suffer damages as alleged herein.

5 **EIGHTH CAUSE OF ACTION**

6 **NEGLIGENT HIRING RETENTION & SUPERVISION**

7 (Against Defendant GBG and Does 1-25)

8 95. The allegations set forth in paragraphs 1 through 52  
9 are incorporated herein by reference.

10 96. Upon information and belief, GBG, by and through its  
11 agents and employees, knew or reasonably should have known  
12 through reasonable investigation of Defendant DAHAN's propensity  
13 for unlawful sexually harassing and physically aggressive and  
14 demeaning behavior.

15 97. GBG had a duty to refrain Defendant DAHAN from his  
16 wrongful, dangerous, and sexually depraved propensities, and to  
17 provide reasonable supervision of Defendant DAHAN.

18 98. GBG negligently retained and/or failed to adequately  
19 supervise Defendant DAHAN in his position of authority at Joe's  
20 Jeans, where Defendant DAHAN was able to commit the wrongful  
21 acts complained of herein against MS. PERALTA. GBG failed to  
22 provide reasonable supervision of Defendant DAHAN despite  
23 knowing of Defendant DAHAN's propensities and complaints made  
24 against him.

25 99. As a result of the above-described conduct, MS.  
26 PERALTA has suffered, and continues to suffer, great pain of  
27 mind and body, shock, emotional distress, embarrassment, loss of  
28 self-esteem, disgrace, humiliation and loss of enjoyment of



1 life.

2 100. GBG engaged in these acts alleged herein and/or  
3 condoned, permitted, authorized, and/or ratified the conduct of  
4 its employees and agents and is vicariously liable for the  
5 wrongful conduct of its employees and agents for this cause of  
6 action.

7 **NINTH CAUSE OF ACTION**

8 **FRAUD**

9 (Against Defendant GBG and Does 1-25)

10 101. The allegations set forth in paragraphs 1 through 52  
11 are incorporated herein by reference.

12 102. Defendant GBG misrepresented to MS. PERALTA that she  
13 would be a senior designer with managerial responsibilities in  
14 charge of the men's collection for Joe's Jeans. Further, GBG  
15 misrepresented to MS. PERALTA that she would be the manager of  
16 an associate designer and an assistant technical designer who  
17 would work full time under her supervision, if she were to  
18 accept GBG's offer of employment and move from Madrid, Spain to  
19 Los Angeles, California.

20 103. Defendant GBG's misrepresentations were material. At  
21 the time GBG made the aforementioned representations to MS.  
22 PERALTA she enjoyed long time employment with El Corte Ingles,  
23 leading a team of three designers with a career trajectory  
24 indicating a succession of promotions with added increases in  
25 responsibility and compensation.

26 104. MS. PERALTA would not have been induced to accept  
27 GBG's offer of employment had GBG not made the representations  
28 alleged herein order to induce her to move from Madrid, Spain to

1 Los Angeles, California.

2 105. Defendant GBG intended to induce MS. PERALTA to rely  
3 upon its misrepresentations. At the time Defendant GBG made the  
4 aforementioned misrepresentations it knew that the senior  
5 designer position offered to MS. PERALTA had also been offered  
6 to another employee of the Joe's Jeans division of GBG. That  
7 offer to the other employee had never been retracted. Further,  
8 Defendant GBG knew that budget constraints prevented the hiring  
9 of the staff promised to MS. PERALTA. Defendant GBG had reason  
10 to expect that MS. PERALTA would rely upon the  
11 misrepresentations that it made to her.

12 106. MS. PERALTA reasonably relied upon the  
13 misrepresentations Defendant GBG made.

14 107. MS. PERALTA was justified in relying upon Defendant  
15 GBG's representations.

16 108. MS. PERALTA has been substantially harmed by Defendant  
17 GBG's misrepresentations inasmuch as she left secure employment  
18 in Madrid, Spain and moved to Los Angeles, California thereby  
19 sustaining the damages alleged herein.

20 **TENTH CAUSE OF ACTION**

21 **NEGLIGENT MISREPRESENTATION**

22 (Against Defendant GBG and Does 1-25)

23 109. The allegations set forth in paragraphs 1 through 52  
24 are incorporated herein by reference.

25 110. Defendant GBG misrepresented to MS. PERALTA that she  
26 would be a senior designer with managerial responsibilities in  
27 charge of the men's collection for Joe's Jeans. Further, GBG  
28 misrepresented to MS. PERALTA that she would be the manager of

1 an associate designer and an assistant technical designer who  
2 would work full time under her supervision, if she were to  
3 accept GBG's offer of employment and move from Madrid, Spain to  
4 Los Angeles, California.

5 111. Defendant GBG's misrepresentations were material. At  
6 the time GBG made the aforementioned representations to MS.  
7 PERALTA she enjoyed long time employment with El Corte Ingles,  
8 leading a team of three designers with a career trajectory  
9 indicating a succession of promotions with added increases in  
10 responsibility and compensation.

11 112. MS. PERALTA would not have been induced to accept  
12 GBG's offer of employment had GBG not made the representations  
13 alleged herein order to induce her to move from Madrid, Spain to  
14 Los Angeles, California.

15 113. Defendant GBG intended to induce MS. PERALTA to rely  
16 upon its misrepresentations. At the time Defendant GBG made the  
17 aforementioned misrepresentations, it knew or should have known  
18 that the senior designer position offered to MS. PERALTA had  
19 also been offered to another employee of the Joe's Jeans  
20 division of GBG. That offer to the other employee had never  
21 been retracted. Further, Defendant GBG knew or should have  
22 known that budget constraints prevented the hiring of the staff  
23 promised to MS. PERALTA. Defendant GBG had reason to expect  
24 that MS. PERALTA would rely upon the misrepresentations that it  
25 made to her.

26 114. MS. PERALTA reasonably relied upon the  
27 misrepresentations Defendant GBG made.

28 115. MS. PERALTA was justified in relying upon Defendant

1 GBG's representations.

2 116. MS. PERALTA has been substantially harmed by Defendant  
3 GBG's misrepresentations inasmuch as she left secure employment  
4 in Madrid, Spain and moved to Los Angeles, California thereby  
5 sustaining the damages alleged herein.

6 **ELEVENTH CAUSE OF ACTION**

7 **MISREPRESENTATION IN VIOLATION OF CALIFORNIA LABOR CODE §970**

8 (Against Defendant GBG and Does 1-25)

9 117. The allegations set forth in paragraphs 1 through 52  
10 are incorporated herein by reference.

11 118. California Labor Code Section 970 provides, in  
12 relevant part, that:

13 "No person, or agent or officer thereof, directly or  
14 indirectly, shall influence, persuade, or engage any person  
15 to change from one place to another in this State or from  
16 anyplace outside to anyplace within the State, or from  
17 anyplace within the State to anyplace outside, for the  
18 purpose of working in any branch of labor, through or by  
19 means of knowingly false representations, whether spoken,  
20 written, or advertised in printed form, concerning either:  
21 (a) the kind, character or existence of such work; (b) the  
22 length of time such work will last, or the compensation  
23 therefore . . . ."

24 119. As alleged herein, Defendant GBG knowingly made false  
25 statements to induce MS. PERALTA to relocate from Madrid, Spain  
26 to Los Angeles, California for work. MS. PERALTA relied upon  
27 Defendant GBG's representations as herein alleged and moved from  
28 Madrid, Spain to Los Angeles, California to pursue employment

1 with Defendant GBG.

2 **TWELFTH CAUSE OF ACTION**

3 **VIOLATION OF THE CALIFORNIA EQUAL PAY ACT**

4 (Against Defendant GBG and Does 1-25)

5 120. The allegations set forth in paragraphs 1 through 52 are  
6 incorporated herein by reference.

7 121. During her employment by Defendant GBG, from May 16,  
8 2016 through and including April 3, 2017, MS. PERALTA was paid  
9 an annual salary of \$100,000, paid semi-monthly in the sum of  
10 \$4,166.67.

11 122. MS. PERALTA was classified as the "Designer (Men's  
12 Collection)" reporting to Defendant DAHAN, for the Joe's Jeans  
13 division of Defendant GBG.

14 123. MS. PERALTA at all times during the course of her  
15 employment, has performed work equal in skill, effort and  
16 responsibility and performed under similar working conditions to  
17 the work of certain male employees of Defendant GBG, including  
18 but not limited to Nate Freeman, the designer of denim for the  
19 Joe's Jeans division of Defendant GBG, who was paid a higher  
20 annual wage, equal to \$135,000, paid semi-monthly in the sum of  
21 \$5,625.00. This constitutes a violation of the California Labor  
22 Code Section 11975.

23 **THIRTEENTH CAUSE OF ACTION**

24 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

25 **CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200-17208**

26 (Against Defendant GBG and Does 1-25)

27 124. The allegations set forth in paragraphs 1 through 52 are  
28 incorporated herein by reference.

1       125. The foregoing conduct, as alleged, violates the  
2 California Unfair Competition Law ("UCL"), Cal. Bus. & Prof.  
3 Code § 17200 et seq. Section 17200 of the Cal. Bus. & Prof.  
4 Code prohibits unfair competition by prohibiting, *inter alia*,  
5 any unlawful or unfair business acts or practices.

6       126. Through the course of MS. PERALTA's employment,  
7 Defendants committed acts of unfair competition, as defined by  
8 UCL, by, among other things, engaging in the acts and practices  
9 described herein, including but not limited to discrimination  
10 against her on the basis of her gender, retaliating against her  
11 for complaining about harassment and engaging in discrimination  
12 with respect to equal pay and by terminating her employment  
13 after her complaints. Defendants' conduct as herein alleged has  
14 damaged Plaintiff by wrongfully denying her earned wages and  
15 equity, and therefore was substantially injurious to the  
16 Plaintiff.

17       127. Defendants' course of conduct, acts, and practices in  
18 violation of the California laws mentioned in the above  
19 paragraph constitutes a separate and independent violation of  
20 the UCL. Defendants' conduct described herein violates the  
21 polity or spirit of such laws or otherwise significantly  
22 threatens or harms competition.

23       128. MS. PERALTA seeks disgorgement in the amount of the  
24 respective unpaid wages and equity and such other legal and  
25 equitable relief from Defendants' unlawful and willful conduct  
26 as the Court deems just and proper.

27                   PRAYER

28       Wherefore, Plaintiff, JULIA GOMEZ PERALTA prays for judgment

1 against Defendants, and each of them, as follows:

2 1. For general damages, according to proof, on each cause  
3 of action for which such damages are available;

4 2. For special damages, according to proof, on each cause  
5 of action for which such damages are available;

6 3. For compensatory damages, according to proof, on each  
7 cause of action for which such damages are available;

8 4. For punitive damages, according to proof, on each cause  
9 of action for which such damages are available;

10 5. For declaratory and injunctive relief;

11 6. For prejudgment and post-judgment interest according to  
12 law;

13 7. For reasonable attorney's fees incurred in this action  
14 on those causes of action for which such fees are recoverable  
15 under law;

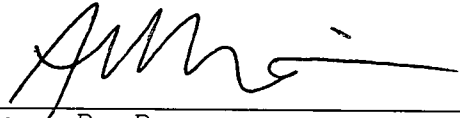
16 8. For costs of suit including costs associated with the  
17 retention of expert witnesses as such are incurred in this  
18 action; and

19 9. For such other and further relief as the court deems  
20 just and proper.

21 March 22, 2018

ROSS & MORRISON

22  
23 By:

  
\_\_\_\_\_  
Gary B. Ross  
Andrew D. Morrison  
Attorneys for Plaintiff

**FILED**

USE ONLY  
**Superior Court of California**  
**County of Los Angeles**

**MAR 23 2018**

**Sherri R. Carter, Executive Officer/Clerk**  
 By  **Deputy**

**Shalinya Bolden**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Andrew D. Morrison, Esq. (SBN 144216)

Ross & Morrison  
 315 S. Beverly Dr., Ste. 410  
 Beverly Hills, CA 90212

TELEPHONE NO.: 310.285.0391

FAX NO.: 310.285.6083

ATTORNEY FOR (Name): Plaintiff

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: Stanley Mosk

CASE NAME:

**JULIA GOMEZ PERALTA v. GBG USA INC., etc., et al.****CIVIL CASE COVER SHEET**

☒ **Unlimited** ☐ **Limited**  
 (Amount (Amount  
 demanded demanded is  
 exceeds \$25,000) \$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 699385**

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**

☐ Auto (22)  
☐ Uninsured motorist (46)

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

☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

**Employment**

☒ Wrongful termination (36)  
☐ Other employment (15)

**Contract**

☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

**Real Property**

☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

**Unlawful Detainer**

☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

**Judicial Review**

☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

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

☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**

☐ Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

☐ RICO (27)  
☐ Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

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. ☐ Large number of separately represented parties d. ☐ Large number of witnesses  
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c. ☐ Substantial amount of documentary evidence f. ☐ 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): 13

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: March 22, 2018

Andrew D. Morrison

(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.

Page 1 of 2



SHORT TITLE: JULIA GOMEZ PERALTA v. GBG USA INC., etc., et al.

CASE NUMBER

BC 699385

**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.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
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 Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

Auto  
Tort

Other Personal Injury/ Property  
Damage/ Wrongful Death Tort

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: <b>JULIA GOMEZ PERALTA v. GBG USA INC., etc., et al.</b>	CASE NUMBER
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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Non-Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 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 <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
<b>Employment</b>	Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
<b>Contract</b>	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 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 <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels_____	2, 6
<b>Real Property</b>	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
<b>Unlawful Detainer</b>	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: <b>JULIA GOMEZ PERALTA v. GBG USA INC., etc., et al.</b>	CASE NUMBER
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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 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 <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
<b>Provisionally Complex Litigation</b>	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
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 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 <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 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 <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE: JULIA GOMEZ PERALTA v. GBG USA INC., etc., et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <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 type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			<b>ADDRESS:</b> 2340 S. Eastern Ave.
<b>CITY:</b> Commerce	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90040	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the CENTRAL (MOSK) District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: March 22, 2018

  
 (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. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
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.