

ORIGINAL

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Solano

FILED

LOS ANGELES SUPERIOR COURT

JUN 01 2010

JOHN A. CLARKE, CLERK  
BY NANCY ALVAREZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

MARINA GONZALEZ,

Plaintiff,

vs.

JOE'S JEANS, INC., a Delaware  
Corporation, JOE DAHAN, an individual,  
and DOES 1-50,

Defendants.

No. BC438831

COMPLAINT FOR

1. SEXUAL HARASSMENT IN VIOLATION OF FEHA
2. RETALIATION IN VIOLATION OF FEHA
3. FAILURE TO PREVENT HARASSMENT AND RETALIATION IN VIOLATION OF FEHA
4. CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY
5. BATTERY
6. BREACH OF CONTRACT

DEMAND FOR JURY TRIAL

Plaintiff Marina Gonzalez states for her complaint against Defendants Joe's Jeans, Inc. Joe Dahan and Does 1-50, inclusive, as follows:

PARTIES

1. Plaintiff Marina Gonzalez ("Gonzalez") is a female resident of the State of California, County of Los Angeles. At all times relevant hereto, Gonzalez was employed by defendant Joe's Jeans, Inc. ("JOEZ").

2. Gonzalez is informed and believes that JOEZ is a corporation engaged in the

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CIT/CASE: BC438831 LEA/DEF#:  
RECEIPT #: CCH451233049  
DATE PAID: 06/01/10 12:33:30 PM  
PAYMENT: \$355.00  
RECEIVED:  
CHECK: 31.00  
CASH:  
CHANGE:  
CARD:

1 business of marketing and selling fashion apparel in California and throughout the United States,  
2 with its principal place of business in the City of Commerce, County of Los Angeles, California.

3 3. Gonzalez is informed and believes that defendant Joe Dahan ("Dahan"), at all times  
4 relevant hereto, is the owner, founder and director of JOEZ, and resides in the County of Los  
5 Angeles, California.

6 4. Gonzalez is informed and believes, and upon that basis alleges, that at all times  
7 relevant hereto, defendant JOEZ and its directors, officers, partners, owners, managers and  
8 employees, and each of them, were acting on behalf of and as the agents and representatives of  
9 each other, with the consent, knowledge and permission of each other, and were acting within the  
10 scope and purpose of such authority, agency, employment and representation.

11 5. Gonzalez is ignorant of the true names and capacities of those defendants named  
12 herein by the fictitious names of Does 1 through 50, inclusive, and therefore sues each of said  
13 defendants by such fictitious names pursuant to Section 474 of the California Code of Civil  
14 Procedure. Gonzalez is informed and believes, and on that basis alleges, that each of the  
15 fictitiously named defendants is responsible for the matters and damages alleged herein.  
16 Gonzalez will amend this Complaint to allege the true names and capacities of said defendants  
17 when they are ascertained. Does 1 through 50, inclusive, and defendants JOEZ and Dahan are  
18 hereinafter collectively referred to as "Defendants."

19 6. Gonzalez is informed and believes, and upon that basis alleges, that Defendants,  
20 and each of them, directly ordered, authorized, participated in, and/or ratified the acts alleged  
21 herein.

22 7. Gonzalez is informed and believes, and upon that basis alleges, that Defendants do  
23 business in the State of California and are subject to personal jurisdiction in this state. The acts  
24 alleged herein occurred, and the damage to Gonzalez was inflicted and occurred in substantial  
25 part, in the State of California and within the County of Los Angeles.

26 8. Venue is therefore proper in this Court pursuant to Code of Civil Procedure Section  
27 395.

28 ///

## GENERAL ALLEGATIONS

9. In or around March 2008, Gonzalez commenced employment as an Import Manager for JOEZ located in City of Commerce, California. In order to fulfill her new job duties, Gonzalez frequently interacted with Dahan, one of Gonzalez's supervisors and the owner, founder and director of JOEZ.

10. On or around December 2008, JOEZ and Gonzalez entered into a Restricted Stock Unit Agreement ("Agreement").

11. Pursuant to the Agreement (Section 2), JOEZ and Gonzalez agreed that Gonzalez would be awarded 29,464 Restricted Stock Units, and JOEZ was required to establish and maintain a Restricted Stock Unit bookkeeping account for Gonzalez.

12. Pursuant to the Agreement (Section 3), JOEZ and Gonzalez agreed that Gonzalez "will vest in 12.50% of the Restricted Stock Units covered by this Award on the six (6) month anniversary of the Grant Date and an additional 12.50% on each six (6) month anniversary thereafter . . . ."

13. Pursuant to the Agreement, (Section 4), JOEZ and Gonzalez agreed that:

As soon as practicable after each vesting date, but in no event later than March 15 of the year following the year in which such vesting date occurs (including any vesting date related to a Separation from Service), payment for the Restricted Stock Units that have vested shall be made in an equal number of shares of Common Stock (less any shares of Common Stock used to satisfy the Company's withholding obligations). . . .

14. Soon after commencement of her employment at JOEZ, and continuing thereafter, Gonzalez was subjected to sexual harassment and battery by Dahan. The forgoing acts perpetrated upon Gonzalez, against her will and without her consent, at JOEZ include, but are not limited to, the following:

A. In or around the fall of 2008, Dahan called Gonzalez into his office at the end of the day to discuss "work." During the time Dahan was supposed to be discussing "work" in his office, he told Gonzalez that he had a dream about her, that in the dream he and Gonzalez had "wild sex," and that "she enjoyed it."

///

1 B. On numerous occasions, Dahan touched Gonzalez and told her that her  
2 skin was soft.

3 C. On numerous occasions, Dahan hugged Gonzalez.

4 D. On numerous occasions, Dahan touched Gonzalez's hair.

5 E. On numerous occasions, Dahan shook Gonzalez's hand cross-body to  
6 cause her breasts to shake, while he stared at her breasts.

7 F. On numerous occasions, Dahan called Gonzalez "vieja," a slang term  
8 used for intimate affection, such as "honey."

9 G. On numerous occasions, Dahan told Gonzalez she was pretty.

10 H. On numerous occasions, Dahan told Gonzalez that she needed to wear  
11 tighter pants, and that she should stop wearing loose pants.

12 I. Dahan told Gonzalez that he would pay for her to get a "boob job."

13 15. On numerous occasions, Gonzalez complained of the foregoing wrongful,  
14 improper, harassing acts to supervisors. However, Defendants failed to take appropriate action to  
15 prevent further harassment from occurring, or take any corrective steps for the wrongful,  
16 improper conduct reported by Gonzalez.

17 16. In or around July 2009, JOEZ sent a team, including Gonzalez, to Morocco to look  
18 at factories for production.

19 17. The hotel where the JOEZ team stayed had loud music during the night and into the  
20 morning hours, and Gonzalez wanted to change rooms due to her room's proximity to the loud  
21 music. Dahan invited Gonzalez to his room to see if she wanted to change rooms with him.  
22 Dahan had a suite and Gonzalez had a small room. She refused to go to Dahan's room.

23 18. The night before Dahan left Morocco, the JOEZ team went to the hotel club. After  
24 some time, Dahan leaned into Gonzalez, and told her, "I'm going back to my room. I'll wait for  
25 you in my room in an hour." Dahan walked away, then came back and told Gonzalez, "An hour  
26 is way too long. I'll wait for you in my room in thirty minutes."

27 19. Gonzalez eventually said good night to the team and went to her room. Soon  
28 thereafter, Dahan knocked on her door. When she cracked the door open, Dahan told her he

1 needed a brush and conditioner. After some discussion, Gonzalez reluctantly agreed to give him  
2 her conditioner so that he would leave.

3 20. Without inviting Dahan in, Gonzalez went to grab her conditioner. However,  
4 Dahan followed Gonzalez into her room. Dahan saw Gonzalez's bra in her luggage, began  
5 rummaging through her clothes, and told her that he wanted to have "wild sex." Gonzalez said  
6 no, asked him to stop touching her things, and asked him to leave. Dahan invited her to his room  
7 for a drink, and Gonzalez refused stating that if he wanted to drink the entire team could get  
8 together on the hotel patio. Rather than leaving, Dahan attacked Gonzalez and tried to forcibly  
9 remove her dress.

10 21. Gonzalez was left shocked, ashamed, humiliated, and afraid for her job.

11 22. Dahan, to whom she ultimately reported, retaliated against her for the first time by  
12 ignoring and avoiding Gonzalez upon her return from Morocco. Afraid for her job, Gonzalez  
13 told her direct supervisor about Dahan's sexual advances while in Morocco, and that Dahan  
14 attacked her in her hotel room (the "Morocco Incident"). Her supervisor responded, "Why are  
15 you telling me this?" Gonzalez told her supervisor that "somebody needs to know." Her  
16 supervisor responded, "You shouldn't have told me this. I'm going to pretend like you never  
17 told me."

18 23. In addition to Dahan's retaliation, Gonzalez is informed and believes that following  
19 the Morocco Incident, JOEZ management knowingly and intentionally engaged in retaliatory,  
20 coercive, and vindictive activities, including, but not limited to, being mean and rude towards  
21 her, putting excessive pressure on her, questioning her about everything she did, increasing her  
22 workload while at the same time denying her additional resources, and publicly disparaging her.  
23 Gonzalez is informed and believes and thereon alleges that the foregoing actions by Defendants  
24 were motivated by retaliation for her complaining of Dahan's sexual harassment and the  
25 Morocco Incident.

26 24. In or around February 2010, Gonzalez needed Dahan's approval on certain  
27 samples, and she had a lot of samples in her arms, so she knelt down, put them on the floor, then  
28 looked up at Dahan and asked him which samples he wanted. In front of other co-workers,

1 Dahan said, "Get up, you're tempting me."

2 25. Defendants' wrongful, improper acts and omissions were motivated by and based  
3 upon her gender in violation of California Fair Employment and Housing Act ("FEHA"). Cal.  
4 Gov't Code §§ 12940 *et seq.*

5 26. Gonzalez complained of the foregoing wrongful, improper harassing and retaliatory  
6 conduct to supervisors. However, Defendants failed to take appropriate action to prevent further  
7 harassment from occurring, or take any corrective steps for the wrongful, improper, harassing  
8 and retaliatory conduct reported by Gonzalez.

9 27. Gonzalez is informed and believes, and thereon alleges that Defendants did not  
10 investigate her complaints of sexual harassment and physical attack by Dahan.

11 28. Gonzalez is informed and believes and thereon alleges that after she complained of  
12 Dahan's conduct, Defendants failed to supervise, train and discipline Dahan in order to prevent  
13 further predatory and sexually harassing conduct on his part towards Gonzalez.

14 29. On or around March 18, 2010, Dahan again shook Gonzalez's hand cross-body to  
15 cause her breasts to shake, this time telling her that if she did not bring in production on time, "I  
16 will spank you. Better yet, I'll line up everyone in the company to spank you."

17 30. As a result of Defendants' wrongful, improper, abusive and oppressive acts and  
18 omissions as set forth above, Gonzalez suffered from humiliation and embarrassment.

19 31. As a result of the intolerable and aggravating working conditions created by  
20 Defendants' wrongful, improper, abusive and oppressive acts and omissions as set forth above,  
21 Gonzalez resigned on or around March 19, 2010.

22 32. Gonzalez has filed complaints of sexual harassment, failure to prevent  
23 discrimination or retaliation, retaliation, and constructive discharge with the California  
24 Department of Fair Employment and Housing, and has received her Right to Sue letters.

25 33. By December 2009, 25 percent of the Restricted Stock Units have vested and  
26 became payable no later than March 15, 2010 pursuant to the Agreement.

27 34. As of the filing of this lawsuit, JOEZ failed to make payment to Gonzalez of any of  
28 her vested shares of stock.

**FIRST CAUSE OF ACTION**

**(Sexual Harassment in Violation of FEHA, Cal. Gov't Code §§ 12900 *et seq.*)  
(Against All Defendants)**

35. Gonzalez realleges and incorporates herein by reference paragraphs 1 through 34, inclusive, of her Complaint as though set forth in full herein.

36. At all relevant times herein, FEHA (Gov't Code §§12940 *et seq.*) was in full force and effect and was binding upon Defendants, and each of them. FEHA required Defendants, and each of them, to refrain from harassing any employee based upon gender and to provide each employee with a working environment free from sexual harassment.

37. At all relevant times herein, Gonzalez was in the protected class of persons (i.e., female and one who engaged in protected activities) contemplated by FEHA.

38. As set forth above, Defendants, and each of them, engaged in a continuing and ongoing pattern and practice of unlawful sexual harassment in violation of FEHA. The harassment was sufficiently pervasive and severe as to alter the conditions of Gonzalez's employment and to create a hostile, intimidating and/or abusive work environment.

39. At all relevant times herein, Defendants, and each of them, had actual and/or constructive knowledge of the harassing conduct levied against Gonzalez, and the wrongful, improper harassment was conducted, condoned and/or ratified by Defendants, and each of them.

40. As a direct, foreseeable and proximate result of Defendants' wrongful, improper, harassing acts and omissions, as set forth above, Gonzalez suffered and continues to suffer damages in an amount in excess of the minimum jurisdictional limits of this court, the precise amount of which will be proven at trial.

41. As a direct, foreseeable and proximate result of Defendants' wrongful, improper, harassing acts and omissions, as set forth above, Gonzalez has suffered humiliation and embarrassment.

42. Gonzalez is informed and believes, and thereon alleges, that Defendants, and each of them, by engaging in the acts and omissions as set forth above, engaged in willful, malicious, intentional, oppressive and despicable conduct, and acted with conscious disregard of Gonzalez's rights, welfare, and safety, thereby justifying an award of punitive damages in an amount to be

determined at trial.

43. As a result of Defendants harassing and discriminatory acts and omissions as set forth above, Gonzalez is entitled to reasonable attorneys' fees and costs of suit.

## **SECOND CAUSE OF ACTION**

### **(Retaliation in Violation of FEHA, Cal. Gov't Code §§ 12900 *et seq.*) (Against All Defendants)**

44. Gonzalez realleges and incorporates herein by reference paragraphs 1 through 43, inclusive, of her Complaint as though set forth in full herein.

45. At all relevant times herein, FEHA (Gov't Code §§ 12940 *et seq.*) was in full force and effect and was binding upon Defendants, and each of them. FEHA required Defendants, and each of them, to refrain from retaliating against any employee based upon gender and for speaking out against the wrongful, improper, harassing conduct.

46. At all relevant times herein, Gonzalez was in the protected class of persons (i.e., female and one who engaged in protected activities) contemplated by FEHA.

47. Upon Gonzalez's return from Morocco, Dahan, to whom she ultimately reported, retaliated against her for the first time by ignoring and avoiding her.

48. In addition to Dahan's retaliation, Gonzalez is informed and believes that following the Morocco Incident, JOEZ management knowingly and intentionally engaged in retaliatory, coercive, and vindictive activities, including, but not limited to, being hostile toward her, putting excessive pressure on her, questioning her about everything she did, increasing her workload, and publicly disparaging her. Gonzalez is informed and believes that Defendants' motivation was in retaliation for her complaints of Dahan's sexual harassment and the Morocco Incident.

49. Gonzalez is informed and believes that JOEZ's motivation for its failure to make payment to Gonzalez of any of her vested shares pursuant to the Agreement was in retaliation for her complaints of Dahan's sexual harassment and the Morocco Incident.

50. As a result of the intolerable and aggravating working conditions and sexually hostile environment created by Defendants' wrongful, improper, abusive and oppressive acts and omissions as set forth above, Gonzalez resigned.

51. At all relevant times herein, Defendants, and each of them, had actual and/or



1 constructive knowledge of the retaliatory conduct levied against Gonzalez, and such retaliation  
2 and harassment was conducted, condoned, and/or ratified by Defendants, and each of them.

3 52. Gonzalez is informed and believes that Defendants, and each of them, retaliated  
4 against her because of her gender and for speaking out against the wrongful, improper, retaliatory  
5 acts and omissions, as set forth above, and for generally attempting to protect and secure her  
6 rights under FEHA.

7 53. As a direct, foreseeable and proximate result of Defendants' wrongful, improper,  
8 retaliatory acts and omissions, as set forth above, Gonzalez suffered and continues to suffer  
9 damages in an amount in excess of the minimum jurisdictional limits of this court, the precise  
10 amount of which will be proven at trial.

11 54. As a direct, foreseeable and proximate result of Defendants' wrongful, improper,  
12 retaliatory acts and omissions, as set forth above, Gonzalez has suffered humiliation and  
13 embarrassment.

14 55. Gonzalez is informed and believes, and thereon alleges, that Defendants, and each  
15 of them, by engaging in the acts and omissions as set forth above, engaged in willful, malicious,  
16 intentional, oppressive and despicable conduct, and acted with conscious disregard of Gonzalez's  
17 rights, welfare, and safety, thereby justifying an award of punitive damages in an amount to be  
18 determined at trial.

19 56. As a result of Defendants harassing and discriminatory acts and omissions as set  
20 forth above, Plaintiff is entitled to reasonable attorneys' fees and costs of suit.

21 **THIRD CAUSE OF ACTION**

22 **(Failure to Prevent Harassment and Retaliation in Violation of FEHA,**  
23 **Cal. Gov't Code §§ 12900 *et seq.*)**  
**(Against All Defendants)**

24 57. Gonzalez realleges and incorporates herein by reference paragraphs 1 through 56,  
25 inclusive, of her Complaint as though set forth in full herein.

26 58. At all relevant times herein, FEHA (Gov't Code §§12940 *et seq.*) was in full force  
27 and effect and was binding upon Defendants, and each of them. FEHA required Defendants, and  
28 each of them, to refrain from harassing any employee based upon gender and to provide each

1 employee with a working environment free from sexual harassment and to refrain from  
2 retaliating against any employee based upon gender and opposition to employment practices  
3 prohibited under FEHA.

4 59. At all relevant times herein, Gonzalez was in the protected class of persons (i.e.,  
5 female and one who engaged in protected activities) contemplated by FEHA.

6 60. As set forth above, Defendants, and each of them, engaged in a continuing and  
7 ongoing pattern and practice of unlawful sexual harassment in violation of FEHA. The  
8 harassment was sufficiently pervasive and severe as to alter the conditions of Gonzalez's  
9 employment and to create a hostile, intimidating and/or abusive work environment.

10 61. In addition to Dahan's retaliation, Gonzalez is informed and believes that following  
11 the Morocco Incident, JOEZ management knowingly and intentionally engaged in retaliatory,  
12 coercive, and vindictive activities, including, but not limited to, being hostile toward her, putting  
13 excessive pressure on her, questioning her about everything she did, increasing her workload,  
14 and publicly disparaging her. Gonzalez is informed and believes that Defendants' motivation  
15 was in retaliation for her complaints of Dahan's sexual harassment and the Morocco Incident.

16 62. Gonzalez is informed and believes that JOEZ's motivation for its failure to make  
17 payment to Gonzalez of any of her vested shares pursuant to the Agreement was in retaliation for  
18 her complaints of Dahan's sexual harassment and the Morocco Incident.

19 63. At all relevant times herein, Defendants, and each of them, had actual and/or  
20 constructive knowledge of the harassing and retaliatory conduct levied against Gonzalez, and the  
21 wrongful, improper harassment was conducted, condoned and/or ratified by Defendants, and  
22 each of them.

23 64. Defendants failed to take reasonable steps to prevent the wrongful, improper  
24 conduct against Gonzalez, as set forth above.

25 65. As a direct, foreseeable and proximate result of Defendants' failure to take  
26 reasonable steps to prevent the wrongful, improper conduct against Gonzalez, as set forth above,  
27 Gonzalez suffered and continues to suffer damages in an amount in excess of the minimum  
28 jurisdictional limits of this court, the precise amount of which will be proven at trial.

4           67.     Gonzalez is informed and believes, and thereon alleges, that Defendants, and each  
5     of them, by engaging in the acts and omissions as set forth above, engaged in willful, malicious,  
6     intentional, oppressive and despicable conduct, and acted with conscious disregard of Gonzalez's  
7     rights, welfare, and safety, thereby justifying an award of punitive damages in an amount to be  
8     determined at trial.

68. As a result of Defendants' wrongful and improper acts and omissions as set forth above, Plaintiff is entitled to reasonable attorneys' fees and costs of suit.

#### **FOURTH CAUSE OF ACTION**

**(Constructive Discharge in Violation Public Policy)**  
**(Against JOEZ)**

69. Gonzalez realleges and incorporates herein by reference paragraphs 1 through 68, inclusive, of her Complaint as though set forth in full herein.

70. At all relevant times herein, Section 8 of Article I of the California Constitution and FEHA (Gov't Code §§12940 *et seq.*) were in full force and effect and were binding upon Defendants, and each of them. Section 8 of Article I of the California Constitution, FEHA, and the public policy of the State of California require Defendants, and each of them, to refrain from committing acts of sexual harassment, gender discrimination, and retaliation.

71. As a result of the intolerable and aggravating working conditions and sexually hostile environment created by Defendants' wrongful, improper, abusive and oppressive acts and omissions as set forth above, Gonzalez resigned.

72. At all relevant times herein, Defendants, and each of them, had actual knowledge of the harassing and retaliatory conduct levied against Gonzalez, and the wrongful, improper harassment and retaliatory acts were conducted, condoned and/or ratified by Defendants, and each of them.

73. As set forth above, on numerous occasions, Gonzalez complained of the wrongful,

1 improper harassing and retaliatory acts to supervisors. However, Defendants failed to take  
2 appropriate action to prevent further harassment or retaliatory conduct from occurring, or take  
3 any corrective or preventive steps for the wrongful, improper conduct reported by Gonzalez.

4 74. As set forth above, Defendants' acts and omissions constitute violations of FEHA,  
5 Section 8 of Article I of the California Constitution, and the public policy of the State of  
6 California.

7 75. As a direct, foreseeable and proximate result of Defendants' wrongful and  
8 improper acts and omissions, as set forth above, Gonzalez suffered and continues to suffer  
9 damages in an amount in excess of the minimum jurisdictional limits of this court, the precise  
10 amount of which will be proven at trial.

11 76. As a direct, foreseeable and proximate result of Defendants' wrongful and  
12 improper acts and omissions, as set forth above, Gonzalez has suffered humiliation and  
13 embarrassment.

14 77. Gonzalez is informed and believes, and thereon alleges, that Defendants, and each  
15 of them, by engaging in the acts and omissions as set forth above, engaged in willful, malicious,  
16 intentional, oppressive and despicable conduct, and acted with conscious disregard of Gonzalez's  
17 rights, welfare, and safety, thereby justifying an award of punitive damages in an amount to be  
18 determined at trial.

19 78. As a result of Defendants wrongful and improper acts and omissions as set forth  
20 above, Plaintiff is entitled to reasonable attorneys' fees and costs of suit pursuant to FEHA.

21 **FIFTH CAUSE OF ACTION**

22 **(Battery)**  
23 **(Against All Defendants)**

24 79. Gonzalez realleges and incorporates herein by reference paragraphs 1 through 78,  
25 inclusive, of her Complaint as though set forth in full herein.

26 80. As set forth above, the conduct of Dahan constitutes intentional harmful and/or  
27 offensive contact with Gonzalez's person.

28 81. Gonzalez did not consent to the foregoing conduct perpetrated by Dahan.



**PRAYER FOR RELIEF**

WHEREFORE, Gonzalez prays judgment be entered in her favor against Defendants, and each of them, as follows:

1. For general and special damages against Defendants, according to proof at trial;
2. For compensatory damages against Defendants, together with interest on such amounts, according to proof;
3. For punitive damages against Defendants;
4. For costs and expenses of this action;
5. For reasonable attorneys' fees, as allowed by law;
6. For an award of interest, including prejudgment interest, at the legal rate, as allowed by law; and
7. For such other further relief as the Court deems just and proper.

Dated: June 1, 2010

SONNENSCHN NATH & ROSENTHAL LLP  
JOEL D. SIEGEL  
FELIX WOO  
JUDE A. SHOPHET

By

Joel D. Siegel

Attorneys for Plaintiff Marina Gonzalez

30348838

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

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 Los Angeles, CA 90017

TELEPHONE NO.: (213) 623-9300

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ATTORNEY FOR (Name): Marina Gonzalez

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central District

CASE NAME: Marina Gonzalez v. Joe's Jeans, Inc., Joe Dahan, and Does 1-50

FOR COURT USE ONLY

**FILED**

LOS ANGELES SUPERIOR COURT

JUN 01 2010

JOHN A. CLARKE, CLERK

BY NANCY ALVAREZ, DEPUTY

**CIVIL CASE COVER SHEET**

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

**Complex Case Designation**

- ☐ **Counter** ☐ **Joinder**

Filed with first appearance by defendant  
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

JUDGE:

DEPT:

**BC438831**

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): 6

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: June 1, 2010

Joel D. Siegel

(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

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

### CASE TYPES AND EXAMPLES

#### Auto Tort

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

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

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

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

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

#### Employment

Wrongful Termination (36) Other Employment (15)

#### Contract

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

#### Real Property

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

#### Unlawful Detainer

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

#### Judicial Review

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

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

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

#### Enforcement of Judgment

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

#### Miscellaneous Civil Complaint

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

#### Miscellaneous Civil Petition

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



SHORT TITLE:

Gonzalez v. Joe's Jeans, Inc., et al.

CASE NUMBER

BC438831

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)****This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

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

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 3 ☐ HOURS/ ☒ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

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

	<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 Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	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.

SHORT TITLE:  
Gonzalez v. Joe's Jeans, Inc., et al.

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
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	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
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	2., 5., 6. 2., 5.
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.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <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)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

Judicial Review (Cont'd.)

Provisionally Complex  
LitigationEnforcement  
of JudgmentMiscellaneous Civil  
Complaints

Miscellaneous Civil Petitions

SHORT TITLE: Gonzalez v. Joe's Jeans, Inc., et al.		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
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.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <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., 9. 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 <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., 4., 8. 2., 9.


SHORT TITLE: Gonzalez v. Joe's Jeans, Inc., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE  <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" 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.		ADDRESS: 2340 S. Eastern Avenue
CITY: Commerce	STATE: CA	ZIP CODE: 90040

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: June 1, 2010

  
(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 form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
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.