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8 CLAUDIA BECERRA and
MONTSERRAT PEREZ
9

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

12 CLAUDIA BECERRA, an individual,)
13 MONTSERRAT PEREZ, an individual,)

14 Plaintiffs,)

15 v.)

16 TOMAS COOKMAN, an individual;)
NACIONAL RECORDS, LLC, a limited)
17 liability company; COOKMAN)
INTERNATIONAL, LLC, a limited)
18 liability company; and DOES 1 through 25,)
inclusive,)

19 Defendants.)
20

Case No.

COMPLAINT FOR DAMAGES

- 21 (1) HARASSMENT ON THE BASIS OF
SEX [Gov. Code §12940(j)]
22 (2) FAILURE TO PREVENT
HARASSMENT [Cal. Gov't Code §
12940(k)]
23 (3) RETALIATION [Gov. Code
§12940(h)]
24 (4) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
25 (5) FAILURE TO PAY ALL WAGES
EARNED [Labor Code § 1194]
26 (6) FAILURE TO PROVIDE REST
PERIODS
27 (7) FAILURE TO PROVIDE MEAL
PERIODS
28 (8) WAITING TIME PENALTIES [Labor
Code § 203]
(9) FAILURE TO INDEMNIFY FOR ALL
NECESSARY BUSINESS
EXPENDITURES OR LOSSES [Labor
Code § 2802]

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 22 2013

John A. Clarke, Executive Officer/Clerk

By LA TRESE JOHNSON, Deputy

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- (10) FOR CIVIL PENALTIES PURSUANT TO CALIFORNIA LABOR CODE SECTION 2698, ET SEQ.
- (11) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
- (12) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
- (13) UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200
- (14) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS [Labor Code § 226]
- (15) DEFAMATION PER SE

DEMAND FOR TRIAL BY JURY

Plaintiffs CLAUDIA BECERRA (hereinafter “MS. BECERRA”) and MONTSERRAT PEREZ (hereinafter “MS. PEREZ”) (collectively, “PLAINTIFFS”) complain and allege as follows:

INTRODUCTION

In this lawsuit, two former female employees of Defendants NACIONAL RECORDS, LLC and COOKMAN INTERNATIONAL, LLC are suing because the owner/founder of the companies, Defendant TOMAS COOKMAN, not only created a work environment that was generally sexually hostile and intimidating for his female employees, but because he also specifically sexually harassed them and then constructively fired them in retaliation for their complaints about his inappropriate sexual conduct.

Defendant COOKMAN generally treated his female employees as sex objects whom were employed for his sexual gratification – he regularly leered at them from head-to-toe focusing on their breasts and buttocks, made repeated sexual remarks about their clothing and their bodies and what he thought (or hoped) they would be like in bed, touched (or tried to touch) them in inappropriate sexual ways, made frequent comments about sex and sex toys, openly displayed a pornographic video in his

1 office, tried to have sex with them, tried to intimidate them into acquiescing to his sexual
2 advances/conduct by brandishing a machete and/or a knife when speaking to them, and referred to
3 them by derogatory gender-based names (such as “bitch”). Three examples further illustrate his
4 inappropriate conduct:

- 5
- 6 • Hoping to have sex with her, he invited a female employee out for drinks while his
7 wife was out of town, and told her she should spend the night at a vacant apartment in
8 a building he owned across the street from the office. Unsurprisingly, this apartment
9 was also right next door to his own house
- 10
- 11 • Upon one female employee's return from having breast implant surgery, he asked her
12 if he could feel her breasts.
- 13
- 14 • When he noticed that a female employee got a new tattoo, he told her he thought the
15 tattoo was "unusual" and informed her, "you're a really bad girl" and “I would totally
16 bend you over, pull your pants down and spank you.”
- 17

18 In addition to generally creating an atmosphere that was sexually hostile and intimidating for
19 women, Defendant COOKMAN also specifically sexually harassed the plaintiffs by coming onto
20 them sexually in an effort to have sex with them and engaging in other severe and pervasive verbal,
21 visual and physical sexual harassment including, but not limited to the following examples:

- 22
- 23 • Cookman made it clear that he wanted to have sex with Claudia Becerra.
- 24
- 25 • Cookman stared at Claudia Becerra’s body in an inappropriately sexual manner and
26 made sexually inappropriate comments about her body. For example, after staring at
27 her buttocks, Cookman informed her, "For a Latina, you have a small ass."

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- Cookman emailed Claudia Becerra a very sexually-explicit song – the song’s title was Vente En Mi Boca, which translated meant, "Come in my mouth" – and told her to listen to it. The song contained the following lyrics:

Come in my mouth
kid do it already!
Come in my mouth
I want to savor you
It tastes like mocha
take out the coke
It doesn't matter if it's a little bit
Come in my mouth, wow!

I have a very slippery tongue
I'll suck your balls
Come in my mouth, wow!

- Cookman asked Claudia Becerra to make a guide outlining the duties of her position. When she responded that her predecessor had already made such a guide, Cookman retorted, "Why would I continue fucking a woman with no tits who doesn't know how to fuck, when I can find one that has big tits and knows how to do it right?"
- Cookman emailed Claudia Becerra an explicit photograph of a seductive partially-dressed woman.
- Cookman made it obvious he wanted to have sex with Montse Perez.
- Cookman stared at Montse Perez, looking her up and down, and stated "At least your

PARTIES

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2 3. MS. BECERRA is an individual who, at various relevant times during the
3 events alleged herein, resided in Los Angeles County, State of California. MS. BECERRA worked
4 for Defendants NACIONAL RECORDS, LLC and COOKMAN INTERNATIONAL, LLC as an
5 unpaid “intern” from June 25, 2012 to August 19, 2012, and as an assistant to Defendant TOMAS
6 COOKMAN from August 20, 2012 to January 10, 2013.

7
8 4. MS. PEREZ is an individual who, at various relevant times during the
9 events alleged herein, resided in Los Angeles County, State of California. MS. PEREZ worked for
10 Defendants NACIONAL RECORDS, LLC and COOKMAN INTERNATIONAL, LLC as a
11 receptionist and as an assistant to Defendant TOMAS COOKMAN from September 2010 to June 13,
12 2013.

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14 5. PLAINTIFFS are informed and believe, and thereon allege, that Defendants
15 NACIONAL RECORDS, LLC (“NACIONAL RECORDS”), COOKMAN INTERNATIONAL,
16 LLC (“COOKMAN INTERNATIONAL”), and DOES 1 through 25 (collectively hereinafter referred
17 to as “DEFENDANTS”), and each of them, are, and at all times herein mentioned were, limited
18 liability companies, corporations or other business entities qualified to and doing business in the
19 State of California. PLAINTIFFS are further informed and believe, and thereon allege, that
20 Defendant NACIONAL RECORDS’ principal offices are located in the State of California.

21
22 6. PLAINTIFFS are informed and believe, and thereon allege, that Defendant
23 TOMAS COOKMAN (hereinafter “COOKMAN”) is an individual who, at all relevant times herein
24 mentioned, was employed as Defendant NACIONAL RECORDS’ President. As such, Defendant
25 COOKMAN was an officer and/or managing agent of Defendant NACIONAL RECORDS and held
26 supervisory authority over MS. BECERRA and MS. PEREZ. In addition, PLAINTIFFS are
27 informed and believe, and thereon allege, that Defendant COOKMAN is also the president and
28 owner of Defendant COOKMAN INTERNATIONAL, which is the parent company of Defendant

1 NACIONAL RECORDS. As such, Defendant COOKMAN was an officer and/or managing agent of
2 Defendant COOKMAN INTERNATIONAL and held supervisory authority over MS. BECERRA
3 and MS. PEREZ. Accordingly, Defendant COOKMAN is indisputably within that class of persons
4 who may be treated as the corporate proxy of Defendants NACIONAL RECORDS and COOKMAN
5 INTERNATIONAL.

6
7 7. The true names and capacities, whether corporate, associate, individual or
8 otherwise of Defendants DOES 1 through 25, inclusive, are unknown to PLAINTIFFS, who
9 therefore sue said Defendants by such fictitious names. Each of the defendants designated herein as
10 a DOE is negligently or otherwise legally responsible in some manner for the events and happenings
11 herein referred to and caused injuries and damages proximately thereby to PLAINTIFFS, as herein
12 alleged. PLAINTIFFS will seek leave of Court to amend this Complaint to show their names and
13 capacities when the same have been ascertained.

14
15 8. At all times mentioned herein, defendants, and each of them, were the
16 agents, representatives, employees, successors, assigns, parents, subsidiaries and/or affiliates, each of
17 the other, and at all times pertinent hereto were acting within the course and scope of their authority
18 as such agents, representatives, employees, successors, assigns, parents, subsidiaries and/or affiliates.

19
20 9. MS. BECERRA and MS. PEREZ are informed and believe, and thereon
21 allege, that each defendant named in this Complaint, including DOES 1 through 25, inclusive,
22 knowingly and willfully acted in concert, conspired and agreed together among themselves and
23 entered into a combination and systemized campaign of activity to, *inter alia*, damage MS.
24 BECERRA and MS. PEREZ and to otherwise consciously and/or recklessly act in derogation of MS.
25 BECERRA's and MS. PEREZ's rights, and the trust reposed by MS. BECERRA and MS. PEREZ in
26 each of said defendants, said acts being negligently and/or intentionally inflicted.

27
28 10. Said conspiracy, and defendants' concerted actions, were such that, to the

1 information and belief of PLAINTIFFS, and to all appearances, defendants and each of them,
2 represented a unified body so that the actions of one defendant were accomplished in concert with,
3 and with knowledge, ratification, authorization and approval of each of the other Defendants.

4
5 11. MS. BECERRA and MS. PEREZ are informed and believe, and thereon
6 allege, that defendant NACIONAL RECORDS is either a wholly owned subsidiary or division of
7 defendant COOKMAN INTERNATIONAL and that defendants NACIONAL RECORDS and
8 COOKMAN INTERNATIONAL have common management, centralized control of labor relations,
9 common ownership and financial control, overlapping employees and interrelated operations such
10 that these entities operated as a single, integrated enterprise with regard to the employment of MS.
11 BECERRA and MS. PEREZ. MS. BECERRA and MS. PEREZ are informed and believe, and
12 thereon allege, that defendants NACIONAL RECORDS and COOKMAN INTERNATIONAL were
13 their joint or dual employers.

14
15 12. At all times set forth herein, the acts and omissions of each defendant
16 caused, led and/or contributed to the various acts and omissions of each and all of the other
17 defendants, legally causing the injuries as set forth.

18
19 **FACTS COMMON TO ALL CAUSES OF ACTION**

20
21 13. Defendant NACIONAL RECORDS (“NACIONAL RECORDS”) was
22 founded by Defendant TOMAS COOKMAN (“COOKMAN”) in 2005. Based in North Hollywood,
23 California, Defendant NACIONAL RECORDS is an independent Latin American record label
24 distributed by RED/Sony Music Entertainment, which develops and licenses Latin American musical
25 talent. Defendant NACIONAL RECORDS represents artists such as Manu Chao,
26 Grammy-nominated Mexican electronica group Nortec Collective, Colombian rock group
27 Aterciopelados, Argentinean rock group Los Fabulosos Cadillacs, Rock and Roll Hall of Fame Band
28 Tom Tom Club and French-Chilean hip-hop artist Ana Tijoux, among many other well known

1 artists.

2
3 14. On June 22, 2012, MS. BECERRA interviewed with Canyon Cody, the
4 Director of Public Relations, for an “internship” at Defendant NACIONAL RECORDS. During the
5 interview, Mr. Cody explained to MS. BECERRA that she would be performing public relations
6 duties and disseminating information about NACIONAL RECORDS’ artists, including promotional
7 duties for concerts. MS. BECERRA had long been interested in a career in the music industry, and
8 viewed this as a dream job and her opportunity to get her foot in the door.

9
10 15. MS. BECERRA began working for DEFENDANTS as an unpaid “intern” on
11 June 25, 2012. Despite the fact that MS. BECERRA was not enrolled in any type of educational,
12 training or vocational program, MS. BECERRA did not receive any formal training or education
13 during her “internship,” the internship was for the benefit of DEFENDANTS, not MS. BECERRA,
14 DEFENDANTS derived immediate advantage from MS. BECERRA’s work, and DEFENDANTS
15 used MS. BECERRA to perform tasks that would customarily be performed by a regular employee,
16 DEFENDANTS did not pay her for the six hour days that MS. BECERRA worked, four days per
17 week. This is apparently standard business practice for DEFENDANTS which, according to a recent
18 article in the Wall Street Journal, spreads word about Defendant NACIONAL RECORDS’ artists
19 “through a “street team” of about 200 unpaid young adults around the country.” MS. BECERRA is
20 informed and believes that DEFENDANTS use unpaid “interns” to enrich themselves and gain an
21 unfair advantage over competitors who comply with wage and hour laws. Moreover, as an unpaid
22 “intern,” DEFENDANTS did not provide MS. BECERRA rest periods, and often cut short MS.
23 BECERRA’s meal periods and/or forced her to forgo them entirely.

24
25 16. In addition to its failure to pay MS. BECERRA for any of her hours worked,
26 DEFENDANTS failed to reimburse her for necessary business expenditures incurred by MS.
27 BECERRA during the course of her “internship.” For instance, although MS. BECERRA attended
28 the Latin Alternative Music Conference (“LAMC” or “Conference”) in New York City between July

1 11, 2012 and July 14, 2012, on behalf of DEFENDANTS, MS. BECERRA paid for her own airfare
2 to and from New York. While there, MS. BECERRA set up various booths at the Conference,
3 assisted with public relations duties for NACIONAL RECORDS' artists, and accompanied the artists
4 to interviews. In addition to their failure to reimburse MS. BECERRA for necessary business
5 expenditures related to this event, DEFENDANTS failed to pay her for all of her time that she
6 worked at the Conference.

7
8 17. While MS. BECERRA was at the Conference, she got to know the assistant to
9 Defendant COOKMAN, Jessica Martinez. Ms. Martinez informed MS. BECERRA that she was
10 planning to leave her position in the coming months, and asked if MS. BECERRA would be
11 interested in replacing her. However, Ms. Martinez also cryptically warned MS. BECERRA that she
12 should refrain from wearing any nice or attractive clothing around Defendant COOKMAN at the
13 Conference, and if she wanted to "wear something nice," she should wait until Defendant
14 COOKMAN was not around.

15
16 18. When MS. BECERRA returned from the Conference on July 15, 2012,
17 Defendant COOKMAN asked MS. BECERRA to start training with Ms. Martinez four days per
18 week, and indicated that she would take over for Ms. Martinez when she left. MS. BECERRA was
19 not paid for the time she spent training to become Defendant COOKMAN's assistant.

20
21 19. Between late July 2012, and mid-August 2012, MS. BECERRA trained under
22 Ms. Martinez. During the time that MS. BECERRA spent training with Ms. Martinez, she often had
23 lunch with Ms. Martinez and another employee of DEFENDANTS, Abraham Acuña. During these
24 lunches, Ms. Martinez and Mr. Acuña would often make references to inappropriate conduct by
25 Defendant COOKMAN. For instance, Ms. Martinez told MS. BECERRA that she remembered
26 nicely dressing up for work when she first started working for DEFENDANTS, but explained that
27 she no longer cared about what she wore and "tried not to draw attention to [herself] because [she]
28 didn't want Tomas to make any inappropriate comments" about her appearance. Another time, Ms.

1 Martinez told MS. BECERRA about a previous employee, Mitzye Ramos who complained to
2 Defendant COOKMAN about inappropriate comments he made to her. Ms. Martinez told MS.
3 BECERRA that as Ms. Ramos complained to Defendant COOKMAN, he twirled a machete in his
4 hands. Ms. Martinez and Mr. Acuña further recounted that after Ms. Ramos emailed Defendant
5 COOKMAN and put her complaints in writing, she left the Company shortly after. As Mr. Acuña
6 warned MS. BECERRA at the time, “the amount of time you stay here will depend on your ability to
7 set boundaries with Tomas.” MS. BECERRA became anxious but was optimistic that her
8 relationship with Defendant COOKMAN would be different.

9
10 20. A day or two before Ms. Martinez’ last day of work for DEFENDANTS,
11 Defendant COOKMAN brought MS. BECERRA into his office and informed her that he didn’t want
12 her to become too close with Ms. Martinez as he didn’t want Ms. Martinez to “infect” their future
13 working relationship. While MS. BECERRA’s training was supposed to last one month, Defendant
14 COOKMAN, without any explanation, cut it to only two weeks.

15
16 21. On August 14, 2012, Defendant COOKMAN officially offered MS.
17 BECERRA a full-time position as his assistant at a salary of \$34,000 per year. In his email offering
18 MS. BECERRA the position, Defendant COOKMAN informed MS. BECERRA that he expected
19 her to check email on weekends and in the evenings, and emphasized that it was extremely important
20 “not to be disconnected” because “[t]hings in our world never stop....” Thus, each evening, and on
21 many weekends, MS. BECERRA spent about 20-40 minutes performing work-related tasks. She
22 was not paid any overtime compensation to do so, although this work was in addition to the eight
23 hour days she had already worked. Because DEFENDANTS misclassified MS. BECERRA as a
24 salaried exempt employee, they did not provide her with meal or rest periods. And, accordingly, MS.
25 BECERRA also routinely worked through her meal and rest breaks without compensation.

26
27 22. DEFENDANTS mis-classified both MS. BECERRA and MS. PEREZ as
28 salaried exempt employees. They should have been classified as hourly, non-exempt employees

1 entitled to overtime, meal and rest breaks, overtime compensation and compensation for working
2 nights and weekends (i.e., checking email). Like MS. BECERRA, DEFENDANTS did not provide
3 MS. PEREZ with rest periods, and she worked through her rest periods without compensation. Also
4 like MS. BECERRA, MS. PEREZ frequently worked overtime, in addition to the eight hour days she
5 had already worked, but was not paid any overtime compensation to do so.

6
7 23. Unbeknownst to MS. BECERRA when she accepted Defendant
8 COOKMAN's offer, Defendant COOKMAN had a pattern and practice of creating a sexually hostile
9 and intimidating work environment for his female employees – this environment included leering at
10 the breasts, buttocks and bodies of female employees, making inappropriate sexual remarks about
11 their clothing and bodies, speculating about what he thought (or hoped) they would be like in bed,
12 and making other sexually harassing comments that created a sexually hostile work environment.
13 For instance, MS. BECERRA later learned that:

14
15 A. Upon one female employee's return from having breast implant surgery,
16 Defendant COOKMAN approached the female employee and asked to feel her
17 breasts;

18
19 B. Defendant COOKMAN invited a female employee out for drinks while his
20 wife was out of town, and told her she should spend the night at a vacant
21 apartment in a building he owned across the street from the office.
22 Unsurprisingly, this apartment was also right next door to Defendant
23 COOKMAN's own house;

24
25 C. When a female employee got a new tattoo, Defendant COOKMAN told her he
26 thought it was "unusual" and informed her, "you're a really bad girl, I would
27 totally bend you over and pull your pants down and spank you."

28 ///

1 24. MS. BECERRA and MS. PEREZ are informed and believe, and thereon
2 allege, that multiple individuals complained that Defendant COOKMAN engaged in sexually
3 inappropriate conduct. MS. BECERRA and MS. PEREZ are further informed and believe and
4 thereon allege that following each of these complaints, DEFENDANTS failed to take any action –
5 much less prompt and effective action – to prevent future harassment by Defendant COOKMAN.

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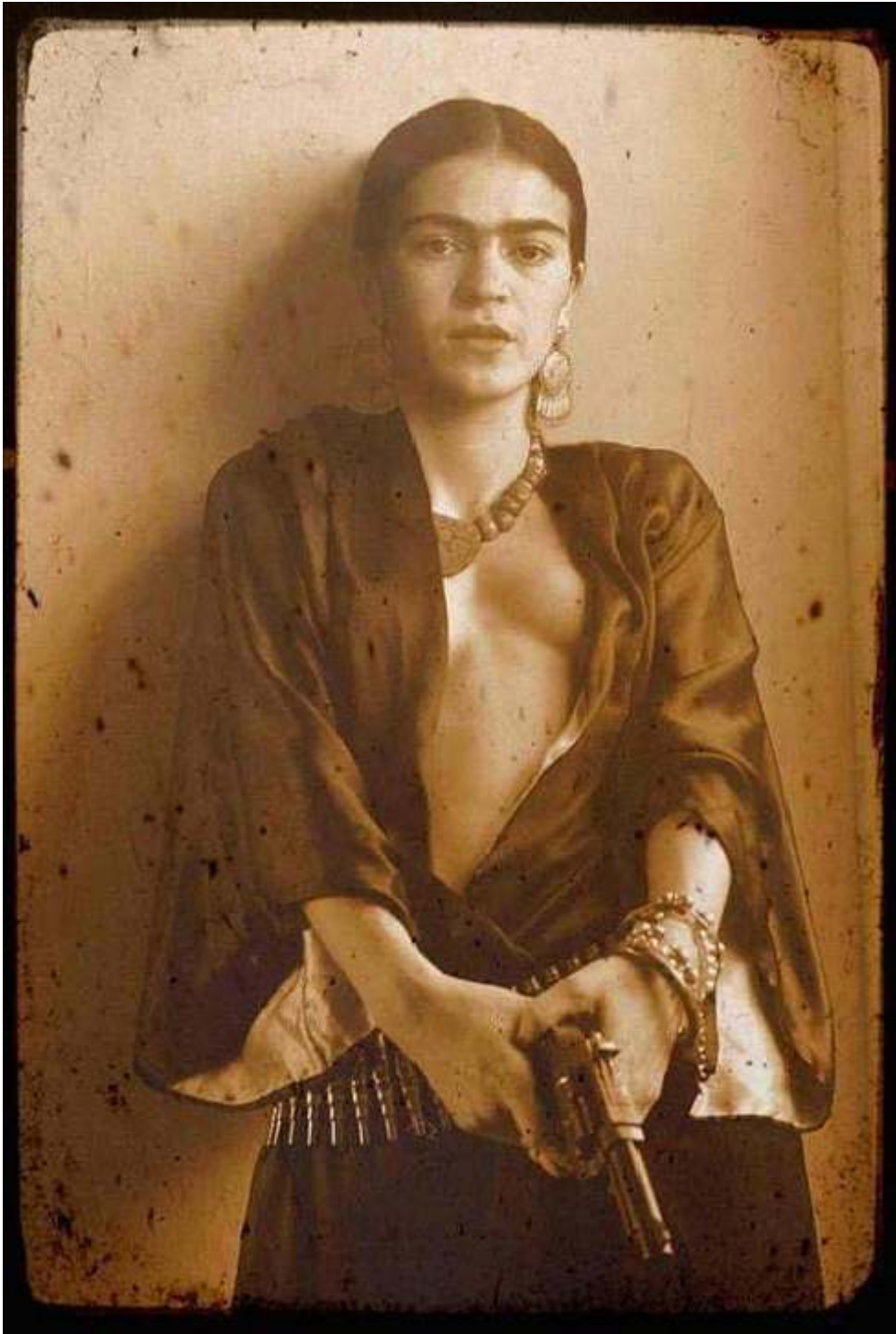
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25. On August 14, 2012, the day that Defendant COOKMAN offered MS. BECERRA the assistant position, Defendant COOKMAN sent MS. BECERRA an email containing only the following sexually suggestive photograph, nothing more:



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1 26. When MS. BECERRA received this email, she was surprised and offended.
2 However, frightened that she would jeopardize her new position if she complained, she did not
3 immediately protest Defendant COOKMAN's offensive conduct. Unbeknownst to MS. BECERRA,
4 this sexually explicit photo presaged the hostile and sexually harassing work environment that
5 Defendant COOKMAN was about to inflict on her.

6
7 27. MS. BECERRA officially began work for DEFENDANTS as an employee on
8 August 20, 2012 and almost immediately, Defendant COOKMAN began to subject MS. BECERRA
9 to a barrage of sexual harassment including, among other things, the following:

10
11 A. Defendant COOKMAN flirted with MS. BECERRA on a routine basis and
12 made it clear that he wanted to have sex with her.

13
14 B. Defendant COOKMAN stared at MS. BECERRA's body in an inappropriately
15 sexual manner (focusing on her breasts and buttocks) and made sexually
16 inappropriate comments about her body. For example, in early September
17 2012, Defendant COOKMAN informed her:

18
19 *"For a Latina, you have a small ass."*

20
21 MS. BECERRA was disturbed and offended at the thought that Defendant
22 COOKMAN had not only been staring at, but also evaluating her body.

23
24 C. In early September 2012, Defendant COOKMAN emailed MS. BECERRA
25 a song and told her to listen to it. MS. BECERRA listened to the song, and
26 was shocked, disgusted and offended to realize that it was entitled "Vente En
27 Mi Boca," which translated meant, "Come in my mouth" and that it contained
28 the following lyrics:

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Come in my mouth
kid do it already!
Come in my mouth
I want to savor you
It takes like mocha
take out the coke
It doesn't matter if it's a little bit
Come in my mouth, wow!

I have a very slippery tongue
I'll suck your balls
Come in my mouth, wow!
Take out the coke
Poke the rocks
It doesn't matter if it's a little bit
Come in my mouth, wow!

Crazy, crazy, you drive me crazy!
Come in my mouth, come in my mouth, wow!
wow, yea!

Ah. ah!
Come in my mouth, wow!
ah, ah!
Come in my mouth.

D. Near Thanksgiving, MS. BECERRA had dinner at her boyfriend's house. Her boyfriend shared the house with his sister. When MS. BECERRA returned to work the following Monday, November 25, 2012, Defendant COOKMAN asked MS. BECERRA if it was strange for her to sleep at her boyfriend's house. Confused, MS. BECERRA said that she didn't sleep there. Defendant COOKMAN immediately responded, "Of course you do. I can only imagine

1 what you guys do” MS. BECERRA felt humiliated and deeply offended
2 at Defendant COOKMAN’s statement that he was imagining her sexual
3 activities with her boyfriend.
4

5 E. In or around November or December 2012, Defendant COOKMAN asked
6 MS. BECERRA to make a guide outlining the duties of her position. When
7 MS. BECERRA responded that her predecessor, Jessica Martinez had made a
8 guide, Defendant COOKMAN retorted:

9
10 *“Why would I continue fucking a woman with no tits who doesn't know how to*
11 *fuck, when I can find one that has big tits and knows how to do it right?”*
12

13 F. In late November 2012, MS. BECERRA sent an email to Defendant
14 NACIONAL RECORDS’ accountant asking her if she had time to reply to an
15 inquiry MS. BECERRA had previously sent to her. When MS. BECERRA
16 told Defendant COOKMAN that she believed the accountant seemed annoyed
17 in her reply, Defendant COOKMAN responded, “You know what this makes
18 you? The Bitch.” MS. BECERRA immediately complained about and
19 protested this comment and informed Defendant COOKMAN that she did not
20 appreciate being referred to in such a demeaning manner. Instead of taking
21 steps to rectify his conduct and provide assurances it would not occur again,
22 Defendant COOKMAN retorted, “You are the Bitch to her, for nagging her
23 and giving this company a bad name.”
24

25 G. Defendant COOKMAN made frequent derogatory references to gay sex and
26 the gay artists represented by NACIONAL RECORDS. For instance,
27 whenever the NACIONAL RECORDS’ artist, Alex Anwandper, was
28 mentioned, Defendant COOKMAN would make derisive comments to MS.

1 BECERRA (and any other female employee who was around) about the gay
2 sex practices in which COOKMAN speculated Mr. Anwandper engaged, "I
3 just don't understand having anything shoved up your ass." Defendant
4 COOKMAN's obsession with gay sex took other forms as well, and he would
5 often inform MS. BECERRA, how there were big orgy parties between gay
6 men in the 1970's.

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8 H. Another time, MS. BECERRA walked into Defendant COOKMAN's office to
9 discuss a scheduling matter, and saw that Defendant COOKMAN had a
10 cucumber on his desk. After MS. BECERRA was done discussing his
11 schedule, Defendant COOKMAN informed her that he had just read "an
12 article about a woman who had a condom up her vagina the size of this
13 cucumber, and it was full of cocaine." MS. BECERRA was absolutely
14 disgusted, offended and appalled. Ms. Becerra cringed and left Defendant
15 COOKMAN's office.

16
17 I. In late December 2012, MS. BECERRA took a trip to Mexico to visit her
18 family. Upon her return, Defendant COOKMAN asked her what her family
19 thought of, referring to her (MS. BECERRA) as the "weird tattooed girl."
20 When Ms. Becerra informed Defendant COOKMAN that her family thought
21 nothing of it, Defendant COOKMAN responded, "yeah I bet they thought you
22 had your nipples pierced too." MS. BECERRA was again offended that
23 Defendant COOKMAN continued to objectify her body, and disturbed at his
24 continuing comments about her physical appearance.

25
26 J. On December 12, 2012, MS. BECERRA emailed Defendant COOKMAN to
27 "say hello" to her "homegirl Guadalupe" for her if he visited the Basilica of
28 Our Lady of Guadalupe on his upcoming visit to Mexico. Defendant

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COOKMAN responded, "I will slap her ass."

28. It was apparent to MS. BECERRA that Defendant COOKMAN was physically attracted to her, and his comments made it clear that he was intent on creating a sexually charged environment, hoping that MS. BECERRA might begin a sexual relationship with him. It was also clear that Defendant COOKMAN relished his ability to make her feel intimidated, and indeed, during many of the aforementioned instances of sexual harassment, Defendant COOKMAN would twirl a machete or knife, frightening MS. BECERRA and leaving her feeling even more vulnerable to Defendant COOKMAN's sexual advances.

29. Defendant COOKMAN constantly reminded MS. BECERRA that she was not in a position of power, and at one point in early December went so far as to forward an email he had written to a business associate who he did not like, warning MS. BECERRA, "this is how you treat minor league players who try to step on major league fields." Defendant COOKMAN also often walked around the office carrying his machete and would twirl it as he spoke to other employees.

30. On multiple occasions, MS. BECERRA complained to Defendant COOKMAN's former assistant Jessica Martinez, the then current receptionist at NACIONAL RECORDS, Plaintiff MONTSERRAT PEREZ, her boyfriend, and another employee of DEFENDANTS, Abraham Acuña, about Defendant COOKMAN's offensive conduct. MS. PEREZ and Mr. Acuña were unsurprised as they were well aware of Defendant COOKMAN's history of sexually inappropriate behavior.

31. MS. PEREZ confided to MS. BECERRA that Defendant COOKMAN had made sexually harassing comments to her as well, and counseled and warned MS. BECERRA that she should always decline Defendant COOKMAN's lunch invitations, which she did. Nevertheless, Defendant COOKMAN's sexual harassment was incessant, and at one point during her employment, MS. BECERRA also heard Defendant COOKMAN tell MS. PEREZ that she was like a "hot punk

1 rock chick [he] would have dated....”

2
3 32. As he did with MS. BECERRA, during MS. PEREZ’s nearly three years of
4 employment with DEFENDANTS, Defendant COOKMAN subjected MS. PEREZ to unrelenting
5 and egregious sexual harassment. His harassment of MS. PEREZ included among other things, the
6 following:

7
8 A. Defendant COOKMAN flirted with MS. PEREZ on a routine basis and made
9 it clear that he wanted to have sex with her.

10
11 B. Defendant COOKMAN was incessant in his attempts to be alone with MS.
12 PEREZ so that he could flirt with her and try to put her in situation where he
13 thought that he would be able to have sex with her. For example,

14
15 i. Defendant COOKMAN invited MS. PEREZ to lunch constantly.
16 Knowing he had a history of making sexually harassing comments and
17 not wanted to do anything to encourage his sexual advances and
18 interest in her, MS. PEREZ always declined. However, as he did with
19 MS. BECERRA, Defendant COOKMAN made sure that MS. PEREZ
20 understood she was not in a position of power, and one day, after she
21 declined yet another lunch invitation, Defendant COOKMAN emailed
22 MS. PEREZ and warned her, “I always get what I want . . . I’m going
23 to get you to go.”

24
25 ii. In November 2012, Defendant COOKMAN traveled to Las Vegas for
26 the Latin Grammy Awards. MS. PEREZ accompanied him on the trip
27 during which he informed her, “I’m going to get you drunk,” suggested
28 she shower in his hotel room because there were cameras there, and

1 told her that if she did not have a seat at the awards show, she could
2 “sit on his lap.” MS. PEREZ felt nauseated and humiliated by his
3 incessant sexual advances, and declined all of his offers. During the
4 trip, MS. PEREZ tried to avoid situations where she would be alone
5 with Defendant COOKMAN, and befriended a tour manager of one of
6 NACIONAL RECORDS’ artists. Noticing this, Defendant
7 COOKMAN commented to MS. PEREZ (who is decades younger than
8 him), “You like older men . . . how old will you go?”

9
10 iii. After inviting MS. PEREZ to the Latin Alternative Music Conference
11 in New York in July 2012, he informed her, “I will give you a private
12 tour of New York.” At this Conference, Defendant COOKMAN
13 planned a dinner for NACIONAL RECORDS’ employees. When MS.
14 PEREZ asked Defendant COOKMAN what time the dinner was, he
15 told her to meet him earlier than the other employees in the lobby of
16 the hotel. Sensing he was trying to get her alone again, MS. PEREZ
17 told all of the other NACIONAL RECORDS and COOKMAN
18 INTERNATIONAL employees at the Conference to show up at the
19 earlier time. When the other employees showed up at the earlier time,
20 Defendant COOKMAN became upset with MS. PEREZ and chastised
21 her: “Why did everyone show up? It was just supposed to be us.”

22
23 iv. Even though he is married, Defendant COOKMAN informed MS.
24 PEREZ that he had a lot of frequent flier miles and suggested that they
25 take a vacation together specifically stating that they could use his
26 frequent flier miles to, “go to Japan together.”

27
28 C. Defendant COOKMAN used every opportunity to engage in sexual

1 discussions with MS. PEREZ believing that by initiating conversations about
2 sex, he would have a better chance at having sex with her:

- 3
- 4 i. Defendant COOKMAN emailed an explicit photograph of a naked
5 man performing oral sex on a fully naked woman to MS. PEREZ.
6
- 7 ii. Defendant COOKMAN discussed the use of “anal beads” with MS.
8 PEREZ, informed MS. PEREZ that gay men use anal beads to pleasure
9 themselves, and further told her that he didn’t understand how that felt
10 good.
11
- 12 iii. After learning that MS. PEREZ was reading the novel “Lolita,”
13 Defendant COOKMAN emailed an article to MS. PEREZ about the
14 book, which included graphic erotic artwork of what appeared to be an
15 under-aged girl, and an older man having sex.
16

17 D. On one occasion, MS. PEREZ wore a black and white striped shirt to work.
18 When MS. PEREZ went into Defendant COOKMAN’s office to discuss
19 something work-related, Defendant COOKMAN informed MS. PEREZ that
20 her shirt reminded him of old jail shirts or of the uniforms of concentration
21 camps. Defendant COOKMAN then added, “but if people in concentration
22 camps were as cute as you, then they probably would not have died.” MS.
23 BECERRA, who was also present during this exchange, and MS. PEREZ
24 stared at each other in disbelief. MS. PEREZ was speechless, and quickly
25 changed the subject. MS. PEREZ and MS. BECERRA were both deeply
26 offended and humiliated by Defendant COOKMAN’s comments and were
27 disgusted by Defendant COOKMAN’s use of the Holocaust in his attempts to
28 seduce MS. PEREZ.

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E. Defendant COOKMAN routinely referred to female employees as “bitches” in front of MS. PEREZ.

F. Defendant COOKMAN would stare at MS. PEREZ, look her up and down, and make it clear that he wanted to have sex with her. Noticing this, MS. PEREZ ensured she always dressed conservatively, never showed her legs, and never showed her arms when she was around Defendant COOKMAN. When MS. PEREZ wore makeup, Defendant COOKMAN constantly commented that she looked pretty, and would ask her if she was going on a date.

G. Defendant COOKMAN prominently displayed the Tommy Lee and Pamela Anderson sex tape in his office where MS. PEREZ and other female employees could see it.

H. After asking MS. PEREZ to perform an administrative task, Defendant COOKMAN informed her, “If you don’t do this, I’m going to spank you . . . But don’t sue me.”

I. Defendant COOKMAN informed MS. PEREZ, “I don’t know how lesbians get off because no one has a penis.”

J. Defendant COOKMAN commented to MS. PEREZ, about another female employee, “I’m sure [she] is a freak in the bed.” MS. PEREZ was nauseated and offended to realize that Defendant COOKMAN was imagining the sexual activities of his female employees.

K. Defendant COOKMAN offered to give MS. PEREZ a car ride to the subway

1 station one day when it was raining. MS. PEREZ did not want to accept his
2 offer because she knew he had a history of sexually harassing female
3 employees, including herself, but it was cold and raining, and it was a very
4 short car ride to the subway station, so she accepted his offer. Once MS.
5 PEREZ was in the car with her seatbelt fastened and the car had started to
6 move, Defendant COOKMAN insisted he would take her all the way home.
7 MS. PEREZ's stomach sank. During the long car ride to MS. PEREZ's
8 house, Defendant COOKMAN played Weird Al Yankovic's radio show which
9 included graphic discussions of sex. During the car ride, Defendant
10 COOKMAN leered at MS. PEREZ and stated, "At least your boobs are nice."
11 MS. PEREZ was disturbed and offended by Defendant COOKMAN's
12 unrelenting sexual advances.

13
14 L. Defendant COOKMAN stalked MS. PEREZ through her twin sister on
15 Facebook. Late one evening, MS. PEREZ went out for a milkshake with her
16 sister, and her sister (who also worked for DEFENDANTS) posted about it on
17 Facebook. When MS. PEREZ arrived for work the next morning, Defendant
18 COOKMAN asked her, "how was your milkshake?" MS. PEREZ
19 immediately informed her sister that she should never post about her on
20 Facebook again. MS. PEREZ felt violated and incredibly disturbed that
21 Defendant COOKMAN was tracking her activities on Facebook.

22
23 M. When MS. PEREZ was going through a child custody battle with her ex-
24 husband, Defendant COOKMAN asked to read a declaration MS. PEREZ had
25 submitted in support of her case. MS. PEREZ declined and informed
26 Defendant COOKMAN that it was private, and it included information she
27 had never told anyone else. The next day, Defendant COOKMAN called her
28 into his office and screamed, "I just wanted to say *fuck you* for not showing

1 me your declaration! *Fuck you!!*” MS. PEREZ was shocked and felt
2 overwhelmed and intimidated by Defendant COOKMAN’s rage at her
3 decision to keep her child custody case private.
4

5 N. Although MS. PEREZ was required to show up at 8:30 a.m. to begin work,
6 before the other employees arrived at 9:00 a.m., Defendant COOKMAN
7 would call MS. PEREZ into his office, and force her to sit with him for thirty
8 minutes while he pontificated on various topics, including sex. During one of
9 these mornings, he told MS. PEREZ he wanted to take photos of her. When
10 MS. PEREZ expressed reluctance, Defendant COOKMAN falsely informed
11 her that he just got a new camera, wanted to try it out, and that he was also
12 going to take photos of the other employees in the office. Although she finally
13 submitted to being photographed, MS. PEREZ later learned that COOKMAN
14 never took photos of any of his other employees as he assured her was going
15 to do.
16

17 O. Defendants NACIONAL RECORDS and COOKMAN record a radio show
18 every week. When MS. PEREZ first started her employment, Canyon Cody,
19 the Director of Public Relations was the designated employee who would go
20 into the recording studio with Defendant COOKMAN to keep time for him
21 during the breaks between songs during which Defendant COOKMAN spoke.
22 However, shortly after MS. PEREZ started her employment, Mr. Cody
23 informed MS. PEREZ that Defendant COOKMAN specifically requested MS.
24 PEREZ keep time for Defendant COOKMAN, instead of Mr. Cody. MS.
25 PEREZ was incredibly reluctant to do so, as she would be forced to spend an
26 hour in a studio that was dimly lit, and small. However, MS. PEREZ felt as if
27 she had no choice, and reassured herself by reminding herself that the
28 employee recording the program would be able to hear everything Defendant

1 COOKMAN said to MS. PEREZ. Unfortunately, this did not stem Defendant
2 COOKMAN's advances, and he used this time in the small, dimly lit room to
3 grab and try to hold MS. PEREZ's hands, telling her he wanted to check her
4 nail polish. MS. PEREZ felt extremely uncomfortable at Defendant
5 COOKMAN's advances, and eventually stopped wearing nail polish to work
6 in order to avoid his attempts to touch her hands.

7
8 P. During Defendant NACIONAL RECORDS' annual Christmas party, the
9 Company changes all the light bulbs to green and red. After the party,
10 Defendant COOKMAN informed MS. PEREZ that he did not want to change
11 the lightbulb in the recording studio because it reminded him of "an old
12 porno" and he wanted to keep it that way. During the times MS. PEREZ
13 would keep time for Defendant COOKMAN in the recording studio,
14 Defendant COOKMAN would reference music from pornographic films, and
15 asked her if she watched any. MS. PEREZ always said no.

16
17 Q. One morning, MS. PEREZ arrived early, and waited outside until Defendant
18 COOKMAN arrived. While she waited, a man who was loitering outside the
19 office, and who was clearly mentally ill started to threaten MS. PEREZ and
20 tell her that he would knock her on her ass and punch her. MS. PEREZ was
21 very afraid, and called the police. When Defendant COOKMAN arrived, MS.
22 PEREZ told him what had happened. After listening to her frightening ordeal,
23 Defendant COOKMAN responded, "that is what you get for dressing
24 provocatively. Women who get harassed ask for it by the way they dress."
25 MS. PEREZ was humiliated and confused given that she was wearing a long
26 sleeved button down shirt with long pants that day, and was purposely dressed
27 conservatively due to Defendant COOKMAN's incessant sexual advances.
28 MS. PEREZ was also deeply offended at the thought that Defendant

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COOKMAN believed sexual harassment to be the victim's fault.

33. Faced with the barrage of Defendant COOKMAN's sexual harassment of herself and other employees like MS. PEREZ, MS. BECERRA began to cry in the restroom at work. MS. BECERRA had previously worked at a domestic violence shelter as the Women's Programs Coordinator, working to empower vulnerable women who had been abused (often sexually) to stand up for themselves again. Nevertheless, MS. BECERRA berated herself, wondering why she couldn't follow the same advice she had so freely dispensed to her former clients. As a result of Defendant COOKMAN's unrelenting sexual advances, MS. BECERRA's self-esteem suffered, she suffered severe anxiety, and her personal relationships suffered.

34. Finally, on Monday January 7, 2013, MS. BECERRA reached her breaking point. She knew she had to stand up for herself and at least try to make Defendant COOKMAN's conduct stop. After months of sexual harassment, MS. BECERRA wrote to Defendant COOKMAN directly to complain about his conduct – DEFENDANTS do not have a Human Resources department. MS. BECERRA started her email by stating that she was "writing [Defendant COOKMAN] this email because I have come to the point that I have had enough." MS. BECERRA informed Defendant COOKMAN that his inappropriate comments "created an extremely uncomfortable work environment." She further informed Defendant COOKMAN that she had been feeling uncomfortable for quite some time, but she hadn't been "able to vocalize [her] discomfort, as . . . the inappropriate comments that [he made caught her] so off guard, that it truly [left her] speechless in that moment." MS. BECERRA continued, "The only thing I have done is to try to change the subject, because it is all I feel comfortable doing. I realize now that this is not an effective way of making you see my discomfort. I need to be vocal and create boundaries with you."

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1 35. In this email, MS. BECERRA identified a number of the incidents of sexual
2 harassment, and informed Defendant COOKMAN that these were “out of line.” MS. BECERRA
3 concluded her email by stating:

4 **I value my job, and I need for it to be a professional place where I don't**
5 **have to feel afraid of going into your office because you might say**
6 **something inappropriate or sexual in nature and makes me feel uneasy ...**

7 You have a daughter Tomas and I don't think that you would appreciate it if
8 someone talked to your daughter like you have to me. I probably don't need to
9 go on any further with any more moments that have caused me discomfort,
10 because you get the point . . .

11 **I hope that you can understand my thoughts as all I want is what I**
12 **deserve, a professional work environment that is free of inappropriate**
13 **sexual remarks and abuse.**

14 (Emphasis added). When MS. BECERRA informed Mr. Acuña that she had written this email, he
15 responded, “well you know what this means now – you won't be here for very much longer.”

16 36. Defendant COOKMAN replied to MS. BECERRA's email that same day. In
17 his response, Defendant COOKMAN *did not deny his conduct* and instead attempted to shift the
18 blame to MS. BECERRA, informing her that she took his sexual harassment “out of context and that
19 in turn, [made him] feel uncomfortable.” Critically, instead of taking any type of remedial action,
20 Defendant COOKMAN attempted to justify each instance of sexual harassment. For instance, in
21 response to MS. BECERRA's complaint that Defendant COOKMAN had referred to her as a
22 “bitch,” Defendant COOKMAN responded, “It was a comment to try to teach you the merits of
23 knowing when to follow up with someone” Defendant COOKMAN further stated, “I do not
24 appreciate you accusing this of being an environment that fosters inappropriate sexual remarks, let
25 alone abuse.” Then, Defendant COOKMAN began to criticize MS. BECERRA's work performance,
26 and forebodingly warned her, “the sending of the email below will mark a changing in our
27 relationship.”

28 37. When MS. BECERRA arrived for work later that same day, Defendant
COOKMAN was already in the office, and did not acknowledge MS. BECERRA when she arrived.
Throughout the day, Defendant COOKMAN was conspicuously silent and only interacted with MS.

1 BECERRA as absolutely needed for work. It was obvious to MS. BECERRA that Defendant
2 COOKMAN was furious with her for lodging her sexual harassment complaint.

3
4 38. Beginning on Tuesday January 8, 2013, Defendant COOKMAN began to
5 intensely scrutinize MS. BECERRA's work, and went out of his way to criticize her and find fault
6 with every task she performed. For example, early Tuesday morning, MS. BECERRA attempted to
7 go over some tasks on her "to do" list with Defendant COOKMAN. When MS. BECERRA
8 misunderstood one of Defendant COOKMAN's questions, it immediately upset him and he started
9 berating MS. BECERRA that she needed to be on top of her work. MS. BECERRA protested that
10 she *was* on top of her work, and had merely misunderstood what he was asking. In response,
11 Defendant COOKMAN bellowed, "I am the fucking owner of this company, I am Tomas Cookman
12 and I didn't get to where I am because im a creep or a bad guy, I got here because im a nice guy and
13 people like me . . . I'm sensing there is a tone of disrespect coming from you." Frightened, MS.
14 BECERRA immediately apologized and informed Defendant COOKMAN that was not her intention
15 at all. Defendant COOKMAN continued, "This is a position that commands respect." MS.
16 BECERRA responded, "I try to always give you respect just as I deserve respect as well." This did
17 not suffice and instead Defendant COOKMAN threatened "It is not so much a matter of giving
18 respect, but commanding respect. If I felt at any point that you were disrespecting me, you would be
19 out the door in a heartbeat." MS. BECERRA immediately memorialized the conversation in an
20 email to herself.

21
22 39. As the week wore on, it became increasingly clear that Defendant
23 COOKMAN was intent on forcing MS. BECERRA to resign, and by the time MS. BECERRA came
24 home from work on Wednesday evening, she knew she could not return to such a hostile
25 environment, with such intolerable working conditions. Just the thought of returning to work the
26 following day nauseated her, filled her with panic and anxiety; it was clear to MS. BECERRA that
27 Defendant COOKMAN would continue to bully her until she resigned.

28 ///

1 40. Thus, when she came home from work on Friday evening, January 10, 2013,
2 having exhausted her ability to rectify the hostile work environment, MS. BECERRA sent an email
3 to Defendant COOKMAN informing him of her resignation. MS. BECERRA detailed that she felt
4 like she was being “pushed out” and it was “no longer [a] healthy environment for [her].” MS.
5 BECERRA informed Defendant COOKMAN that it had “become a place of anxiety and discomfort,
6 which is not what a workplace should be.”
7

8 41. Accordingly, on January 10, 2013, MS. BECERRA was constructively
9 discharged, as she was forced to resign her position with DEFENDANTS. Indeed, no individual
10 subjected to Defendant COOKMAN’s harassing and abusive conduct would have continued working
11 in MS. BECERRA’s position.
12

13 42. On May 30, 2013, MS. BECERRA informed DEFENDANTS, including
14 Defendant COOKMAN that she had retained attorneys, and provided Defendant COOKMAN with a
15 draft of a Complaint for Damages. In her Complaint, she named MS. PEREZ as a witness to
16 Defendant COOKMAN’s ongoing sexual harassment. When Defendant COOKMAN received the
17 draft of MS. BECERRA’s complaint, MS. PEREZ was on vacation.
18

19 43. Upon MS. PEREZ’s return to work on June 3, 2013, Defendant
20 COOKMAN summoned MS. PEREZ to his office. He asked her to close the door, and then
21 proceeded to question her as to why she was named in MS. BECERRA’s Complaint, and asked her if
22 he made her uncomfortable. For nearly three years, MS. PEREZ had remained silent in the face of
23 Defendant COOKMAN’s unrelenting sexual harassment. His frequent outbursts of anger, his strolls
24 around the office with his machete in hand, and his egregious sexual harassment frightened MS.
25 PEREZ, caused her intense anxiety, and humiliated her. While she had often wanted to complain,
26 she also observed what happened to other employees who complained about Defendant
27 COOKMAN’s inappropriate conduct, and did not want to lose her job. However, MS. PEREZ
28 decided that MS. BECERRA’s Complaint gave her an opportunity to complain, and took her chance.

1 44. In response to Defendant COOKMAN's question as to whether he ever made
2 her uncomfortable, MS. PEREZ complained to him that he made her uncomfortable with his sexual
3 comments, and he made inappropriate, unprofessional, sexual comments to her and the other girls in
4 the office all the time, and she did not like it. In response, Defendant COOKMAN proceeded to pull
5 out a pocket knife, extend the blade, and started playing with it. Defendant COOKMAN then
6 informed MS. PEREZ that the terms "penis" and "vagina" were pronounced differently in various
7 Latin American countries. Defendant COOKMAN also informed MS. PEREZ that MS. BECERRA
8 was a "lying bitch."

9
10 45. In response, MS. PEREZ informed Defendant COOKMAN that she was
11 uncomfortable, having chest pains, was stressed out, and wanted to go home. Defendant
12 COOKMAN warned her that she should not make any "rash decisions" and then brought up the fact
13 that MS. PEREZ was a single mother, and reminded her that she needed the job for money. MS.
14 PEREZ was again humiliated and felt like a prostitute at Defendant COOKMAN's suggestion that
15 she should put up with his sexual comments and advances in order to care for her son.

16
17 46. While MS. PEREZ went to work for part of the day on June 4, 2013, she left
18 early because she continued to suffer from nausea and heart palpitations at the thought of Defendant
19 COOKMAN's retaliatory threats to her financial security and physical well-being. That afternoon,
20 she went to the Emergency Room because she felt so ill at the thought at returning to work the next
21 day. MS. PEREZ's doctor informed her that her symptoms were the result of stress, and she needed
22 to take time off and rest.

23
24 47. For much of the next week, MS. PEREZ attempted to not think about the
25 abusive and threatening working conditions that she would have to face upon her return to work, but
26 by June 13, 2013, MS. PEREZ realized she could not return to working in such an harassing and
27 intimidating environment. During the time she had been off work, she lost a significant amount of
28 weight, suffered severe and overwhelming anxiety, and continued to have heart palpitations at the

1 thought of returning to work for DEFENDANTS. Thus, later that day MS. PEREZ emailed
2 Defendant COOKMAN a letter of resignation. In her letter, MS. PEREZ informed Defendant
3 COOKMAN that he made “inappropriate, unprofessional, sexual comments to [her] and the other
4 girls in the office all the time” and that he also sent her inappropriate emails and made sexual
5 advances, and she didn’t like it. MS. PEREZ informed Defendant COOKMAN that he continued to
6 sexually harass her even after she complained, and stated, “[y]ou make me feel like a prostitute,
7 taking advantage of needing money to care for my son in exchange for putting up with your sexual
8 comments and advances.” MS. PEREZ concluded her email by informing Defendant COOKMAN
9 that she “gave [him] the chance to try to make this right and [he] didn't do it. My health is too
10 important to me to put up with your sexual harassment and retaliation, and I feel I have no choice but
11 to quit.”

12
13 48. Accordingly, on June 13, 2013, MS. PEREZ was constructively
14 discharged, as she was forced to resign her position with DEFENDANTS. Indeed, no individual
15 subjected to Defendant COOKMAN’s harassing and abusive conduct would have continued working
16 in MS. PEREZ’s position.

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18 49. MS. BECERRA and MS. PEREZ have been generally damaged in an amount
19 within the jurisdictional limits of this Court.

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1 **FIRST CAUSE OF ACTION**

2 **HARASSMENT ON THE BASIS OF SEX IN VIOLATION OF THE**
3 **FAIR EMPLOYMENT AND HOUSING ACT**
4 **(CALIFORNIA GOVERNMENT CODE § 12940(j))**

5 (Against All Defendants)

6
7 50. PLAINTIFFS reallege and incorporate by reference paragraphs 3 through 49
8 as though set forth in full.

9
10 51. In perpetrating the above-described actions, the defendants, and each of them,
11 including DOES 1 through 25 and/or their agents and employees, subjected MS. BECERRA and
12 MS. PEREZ to a continuing and ongoing pattern and practice of sexual harassment in violation of
13 California Government Code Section 12940, et. seq. Defendants, their agents, and supervisors,
14 actively engaged in, facilitated, fostered, approved of, knew or should have known of the unlawful
15 harassing conduct, failed to take immediate and appropriate corrective action and otherwise failed to
16 abide by their statutory duty to take all reasonable steps to prevent harassment from occurring. The
17 harassment was sufficiently pervasive or severe as to alter the conditions of MS. BECERRA's and
18 MS. PEREZ's employment and to create a hostile, intimidating and/or abusive work environment.

19
20 52. By the aforesaid acts and omissions of defendants, and each of them, MS.
21 BECERRA and MS. PEREZ have been directly and legally caused to suffer actual damages
22 including, but not limited to, loss of earnings and future earning capacity, attorneys' fees, costs of suit
23 and other pecuniary loss not presently ascertained.

24
25 53. As a further direct and legal result of the acts and conduct of defendants, and
26 each of them, as aforesaid, MS. BECERRA and MS. PEREZ have been caused to and did suffer and
27 continues to suffer severe emotional and mental distress, anguish, humiliation, embarrassment,
28 fright, shock, discomfort, and anxiety. The exact nature and extent of said injuries is presently

1 unknown to MS. BECERRA and MS. PEREZ. MS. BECERRA and MS. PEREZ do not know at
2 this time the exact duration or permanence of said injuries, but are informed and believe and thereon
3 allege that some if not all of the injuries are reasonably certain to be permanent in character.

4
5 54. MS. BECERRA and MS. PEREZ are informed and believe, and thereon
6 allege, that the defendants, and each of them, by engaging in the aforementioned acts and/or in
7 authorizing and/or ratifying such acts, engaged in wilful, malicious, intentional, oppressive and
8 despicable conduct, and acted with wilful and conscious disregard of the rights, welfare and safety of
9 MS. BECERRA and MS. PEREZ, thereby justifying the award of punitive and exemplary damages
10 in an amount to be determined at trial.

11
12 55. As a result of defendants' acts and conduct, as alleged herein, MS. BECERRA
13 and MS. PEREZ are entitled to reasonable attorneys' fees and costs of suit as provided in Section
14 12965(b) of the California Government Code.

15
16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PREVENT HARASSMENT**

18 **(Government Code § 12940(k))**

19 (Against Defendants NACIONAL RECORDS, COOKMAN INTERNATIONAL, and DOES 1-25)

20
21 56. MS. BECERRA and MS. PEREZ reallege and incorporate by reference
22 paragraphs 3 through 55, as though set forth in full.

23
24 57. Pursuant to California Government Code Section 12940(k), DEFENDANTS
25 owed to PLAINTIFFS the duty to take all reasonable steps necessary to prevent harassment against
26 PLAINTIFFS based on their gender.

27
28 58. As alleged herein and in violation of California Government Code § 12940(k),

1 DEFENDANTS violated the California Fair Employment and Housing Act by, among other things,
2 failing to take all reasonable steps to prevent such harassment from occurring.

3
4 59. By the aforesaid acts and omissions of DEFENDANTS, MS. BECERRA and
5 MS. PEREZ have been directly and legally caused to suffer actual damages including, but not limited
6 to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss
7 not presently ascertained.

8
9 60. As a further direct and legal result of the acts and conduct of DEFENDANTS
10 as aforesaid, MS. BECERRA and MS. PEREZ have been caused to and did suffer and continue to
11 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,
12 pain, discomfort and anxiety. The exact nature and extent of said injuries is presently unknown to
13 MS. BECERRA and MS. PEREZ. MS. BECERRA and MS. PEREZ do not know at this time the
14 exact duration or permanence of said injuries, but are informed and believe and thereon allege that
15 some if not all of the injuries are reasonably certain to be permanent in character.

16
17 61. MS. BECERRA and MS. PEREZ are informed and believe, and thereon
18 allege, that the DEFENDANTS, by engaging in the aforementioned acts and/or in authorizing and/or
19 ratifying such acts, engaged in wilful, malicious, intentional, oppressive and despicable conduct, and
20 acted with wilful and conscious disregard of the rights, welfare and safety of MS. BECERRA and
21 MS. PEREZ, thereby justifying the award of punitive and exemplary damages in an amount to be
22 determined at trial.

23
24 62. As a result of DEFENDANTS' acts and conduct, as alleged herein, MS.
25 BECERRA and MS. PEREZ are entitled to reasonable attorneys' fees and costs of suit as provided in
26 Section 12965(b) of the California Government Code.

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **UNLAWFUL RETALIATION IN VIOLATION OF THE**
3 **FAIR EMPLOYMENT AND HOUSING ACT**
4 **(CALIFORNIA GOVERNMENT CODE §12940(h))**

5 (Against Defendants NACIONAL RECORDS, COOKMAN INTERNATIONAL, and DOES 1-25)

6
7 63. PLAINTIFFS reallege and incorporate by reference paragraphs 3 through 62,
8 as though set forth in full.

9
10 64. At all times herein mentioned, Government Code § 12940 *et seq.* was in full
11 force and effect and was binding upon DEFENDANTS and DOES 1-25. Said statutes impose
12 certain duties upon DEFENDANTS concerning harassment and retaliation against persons, such as
13 MS. BECERRA and MS. PEREZ, on the basis of gender or complaints of harassment, or for
14 opposing gender based harassment or discrimination. Said statutes were intended to prevent the type
15 of injury and damage set forth herein. MS. BECERRA and MS. PEREZ were, at all times herein
16 mentioned, a member of the class of persons intended to be protected by said statutes. As alleged
17 above, MS. BECERRA and MS. PEREZ were retaliated against for making complaints of gender
18 harassment. Despite MS. BECERRA's and MS. PEREZ's complaints about the gender harassment
19 each of them were subjected to, DEFENDANTS failed to initiate any investigation into MS.
20 BECERRA's or MS. PEREZ's complaints or take any meaningful corrective action, thereby
21 condoning the harassing conduct. DEFENDANTS ultimately retaliated against MS. BECERRA for
22 making the complaints by unfairly and falsely criticizing her work performance, treating her
23 abusively, and wrongfully constructively terminating her. DEFENDANTS ultimately retaliated
24 against MS. PEREZ for making the complaints by treating her abusively, and wrongfully
25 constructively terminating her.

26
27 65. Prior to the filing of this action, MS. BECERRA and MS. PEREZ timely filed
28 complaints with the Department of Fair Employment and Housing ("DFEH") alleging that the acts of

1 DEFENDANTS established a violation of FEHA, Government Code § 12900 *et. seq.* MS.
2 BECERRA and MS. PEREZ have both received "right to sue" letters from the DFEH against each
3 named Defendant and have timely brought this action thereafter.

4
5 66. As a direct, foreseeable, and legal result of DEFENDANTS' harassing and
6 retaliatory acts, MS. BECERRA and MS. PEREZ have suffered losses in earnings, attorney's fees
7 and costs of suit and have suffered and continue to suffer humiliation, mental and emotional distress,
8 and anxiety, all to their damage in an amount in excess of the minimum jurisdiction of this Court, the
9 precise amount of which will be proven at trial.

10
11 67. MS. BECERRA and MS. PEREZ are informed and believe and thereon allege
12 that DEFENDANTS, by the acts of its managing agents, officers and/or directors in the
13 aforementioned acts and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive
14 and despicable conduct, and acted with willful and conscious disregard of the rights, welfare and
15 safety of MS. BECERRA and MS. PEREZ, thereby justifying the award of punitive and exemplary
16 damages, against DEFENDANTS and DOES 1 through 25, in an amount to be determined at trial.

17
18 68. As a result of DEFENDANTS' retaliatory and harassing acts as alleged herein,
19 MS. BECERRA and MS. PEREZ are entitled to reasonable attorneys' fees and costs of said suit as
20 provided by California Government Code § 12965(b).

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1 **FOURTH CAUSE OF ACTION**

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

3 (Against Defendants NACIONAL RECORDS, COOKMAN INTERNATIONAL and DOES 1
4 through 25)

5
6 69. MS. BECERRA and MS. PEREZ reallege and incorporate by reference
7 paragraphs 3 through 68, as though set forth in full.

8
9 70. As alleged herein, and in violation of public policy, DEFENDANTS'
10 constructively terminated MS. BECERRA and MS. PEREZ from their employment. Specifically, by
11 subjecting both MS. PEREZ and MS. BECERRA to harassment based on their gender, and
12 retaliating against each of them for their complaints of sexual harassment, DEFENDANTS created
13 such intolerable working conditions that no reasonable employee in MS. BECERRA's position or
14 MS. PEREZ's position could be expected to endure, and a reasonable person in either MS.
15 BECERRA's or MS. PEREZ's position would have had no reasonable alternative except to resign.
16 By doing so, DEFENDANTS' subjected MS. BECERRA and MS. PEREZ to working conditions
17 that violated the fundamental public policies of the State of California, as embodied in Sections
18 12926(q), and 12940(h), 12940(j), and 12940(k), of the California Government Code, Sections
19 7290.6 of Title 2 of the California Code of Regulations, Article I, Section 8 of the California
20 Constitution, and other California statutes, regulations and constitutional provisions. Such
21 fundamental public policies prohibit employers from, *inter alia*, harassing an employee on the basis
22 of sex, and retaliating against an employee for complaining of sexual harassment.

23
24 71. DEFENDANTS intentionally created or knowingly permitted these working
25 conditions that were so intolerable at the time of both MS. BECERRA's resignation and MS.
26 PEREZ's resignation, that a reasonable employer would realize that a reasonable person in MS.
27 BECERRA's position and MS. PEREZ's position would be compelled to resign, and MS.
28 BECERRA and MS. PEREZ both resigned because of these working conditions.

1 72. By the aforesaid acts and omissions of DEFENDANTS, MS. BECERRA and
2 MS. PEREZ have been directly and legally caused to suffer actual damages including, but not limited
3 to, loss of earnings and future earning capacity, attorneys' fees, costs of suit and other pecuniary loss
4 not presently ascertained.

5
6 73. As a further direct and legal result of the acts and conduct of DEFENDANTS,
7 as aforesaid, MS. BECERRA and MS. PEREZ have been caused to and did suffer and continue to
8 suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock,
9 discomfort, and anxiety. The exact nature and extent of said injuries is presently unknown to MS.
10 BECERRA and MS. PEREZ. MS. BECERRA and MS. PEREZ do not know at this time the exact
11 duration or permanence of said injuries, but are informed and believe and thereon allege that some if
12 not all of the injuries are reasonably certain to be permanent in character, and that the working
13 conditions they endured in their employment with DEFENDANTS, were a substantial factor in
14 causing MS. BECERRA's harm and MS. PEREZ's harm.

15
16 74. MS. BECERRA and MS. PEREZ are informed and believe, and thereon
17 allege, that DEFENDANTS, by engaging in the aforementioned acts and/or in authorizing and/or
18 ratifying such acts, engaged in wilful, malicious, intentional, oppressive and despicable conduct, and
19 acted with wilful and conscious disregard of the rights, welfare and safety of MS. BECERRA and
20 MS. PEREZ, thereby justifying the award of punitive and exemplary damages in an amount to be
21 determined at trial.

22
23 75. As a result of DEFENDANTS' conduct as alleged herein, MS. BECERRA
24 and MS. PEREZ are entitled to reasonable attorneys fees and costs of suit as provided in Section
25 1021.5 of the California Civil Procedure Code.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES INCLUDING OVERTIME PREMIUM PAY**

3 **(CALIFORNIA LABOR CODE § 1194 *et. seq.*)**

4 (Against Defendants NACIONAL RECORDS, COOKMAN INTERNATIONAL, and DOES 1-25)

5
6 76. MS. BECERRA and MS. PEREZ reallege and incorporate by reference
7 paragraphs 3 through 75 as though set forth in full.

8
9 77. MS. BECERRA routinely worked six hours per day, four days per week for
10 DEFENDANTS, without any compensation whatsoever while she held the position of “intern,” and
11 even though she was not enrolled in any type of educational, training or vocational program.
12 DEFENDANTS further routinely required MS. BECERRA to work more than eight (8) hours per
13 day, and/or forty (40) hours per week when she held the position of “assistant,” and routinely
14 required MS. PEREZ to work more than eight (8) hours per day, and/or forty (40) hours per week
15 during her employment with DEFENDANTS.

16
17 78. DEFENDANTS failed to fully compensate MS. BECERRA and MS. PEREZ
18 for all wages they earned, including overtime premium pay. As a result of DEFENDANTS’
19 knowing and intentional policies and procedures, MS. BECERRA and MS. PEREZ were not
20 properly compensated for all hours they worked.

21
22 79. MS. BECERRA and MS. PEREZ are informed and believe, and thereon allege
23 that the failure of DEFENDANTS to fully compensate them for all hours worked was willful,
24 purposeful, unlawful per California Labor Code section 1194 *et. seq.*, and done in accordance with
25 the policies and practices of DEFENDANTS’ operations.

26
27 80. As a direct and proximate cause of the aforementioned violations, MS.
28 BECERRA and MS. PEREZ have been damaged in an amount according to proof at time of trial, but

1 in an amount in excess of the jurisdiction of this Court. MS. BECERRA and MS. PEREZ are
2 entitled to recover the unpaid balance of all wages owed, penalties, reasonable attorney fees and
3 costs of suit according to the mandate of California Labor Code Section 1194, *et. seq.*

4
5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE REST PERIODS**

7 (Against Defendants NACIONAL RECORDS, COOKMAN INTERNATIONAL, and DOES 1-25)

8
9 81. MS. BECERRA and MS. PEREZ reallege and incorporate by reference
10 paragraphs 3 through 80, as though set forth in full.

11
12 82. At all times herein set forth, California Labor Code § 218 authorizes
13 employees to sue directly for any wages or penalty due to them under the Labor Code.

14
15 83. At all times herein set forth, the Industrial Welfare Commission (“IWC”)
16 Wage Orders and California Labor Code §§ 226.7(a) and 512(a) were applicable to DEFENDANTS
17 and their employees including MS. BECERRA, MS. PEREZ and other similarly situated employees.

18
19 84. At all times herein set forth, California Labor Code § 226.7(a) provides that
20 no employer shall require an employee to work during any rest period mandated by an applicable
21 order of the California Industrial Welfare Commission. At all times herein set forth, California Labor
22 Code §226.7(b) provides that if an employer fails to provide an employee a rest period, the employer
23 shall pay the employee one additional hour of pay at the employee's regular rate of compensation for
24 each work day that the rest period is not provided.

25
26 85. At all times herein set forth, the relevant IWC Wage Order provides that
27 every employer shall authorize and permit all employees to take rest periods, which shall be based on
28 the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major

1 fraction thereof. Authorized rest period time shall be counted as hours worked for which there shall
2 be no deduction from wages. If an employer fails to provide an employee a rest period in accordance
3 with the applicable provisions of the wage order, the employer shall pay the employee one (1) hour
4 of pay at the employee's regular rate of compensation for each workday that the rest period is not
5 provided.

6
7 86. During the relevant time, DEFENDANTS required MS. BECERRA and MS.
8 PEREZ to work more than four hours in a row without taking an uninterrupted ten (10) minute rest
9 period.

10
11 87. During the relevant time, DEFENDANTS knew or should have known that
12 they were requiring MS. BECERRA and MS. PEREZ to work more than four hours in a row without
13 taking an uninterrupted ten (10) minute rest period.

14
15 88. During the relevant time, DEFENDANTS failed to pay MS. BECERRA and
16 MS. PEREZ one (1) hour of pay at the employees' regular rate of compensation for each workday
17 that a meal and/or rest period was not provided.

18
19 89. Pursuant to the relevant IWC Wage Order and California Labor Code §
20 226.7(b), MS. BECERRA and MS. PEREZ are entitled to recover from DEFENDANTS one (1)
21 hour of pay at the employees' regular rate of compensation for each workday that a meal period was
22 not provided and an additional one (1) hour of pay at the employees' regular rate of compensation for
23 each work day that a rest period was not provided.

24
25 90. MS. BECERRA and MS. PEREZ are entitled to recover from DEFENDANTS
26 an award of interest, costs and reasonable attorneys' fees pursuant to California Labor Code §§ 218.5
27 and 218.6 and California Code of Civil Procedure §1021.5.

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 (Against Defendants NACIONAL RECORDS, COOKMAN INTERNATIONAL, and DOES 1-25)

4
5 91. MS. BECERRA realleges and incorporates by reference paragraphs 3 through
6 90, as though set forth in full.

7
8 92. At all times herein set forth, California Labor Code § 218 authorizes
9 employees to sue directly for any wages or penalty due to them under the Labor Code.

10
11 93. At all times herein set forth, the Industrial Welfare Commission (“IWC”)
12 Wage Orders and California Labor Code §§ 226.7(a) and 512(a) were applicable to DEFENDANTS
13 and their employees including MS. BECERRA.

14
15 94. At all times herein set forth, California Labor Code § 226.7(a) provides
16 that no employer shall require an employee to work during any meal period mandated by an
17 applicable order of the California Industrial Welfare Commission. At all times herein set forth,
18 California Labor Code §226.7(b) provides that if an employer fails to provide an employee a meal
19 period, the employer shall pay the employee one additional hour of pay at the employee's regular rate
20 of compensation for each work day that the meal period is not provided.

21
22 95. At all times herein set forth, the relevant IWC Wage Order provides that
23 every employer shall authorize and permit all employees to take meal periods, which insofar as
24 practicable shall be in the middle of each work period. If an employer fails to provide an employee a
25 meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay
26 the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
27 that the meal period is not provided.

28 ///

1 Music Conference, yet failed and refused to reimburse and indemnify MS. BECERRA for such
2 necessary business expenditures.

3
4 108. As a direct and proximate result of DEFENDANTS' failure to indemnify
5 MS. BECERRA, MS. BECERRA has been damaged in an amount subject to proof at the time of
6 trial, and are entitled to interest, and all reasonable costs, including attorneys' fees.

7
8 **TENTH CAUSE OF ACTION**
9 **FOR CIVIL PENALTIES PURSUANT TO CALIFORNIA LABOR CODE SECTION 2698,**
10 **ET SEQ.**

11 (Against Defendants NACIONAL RECORDS, COOKMAN INTERNATIONAL, and DOES 1-25)

12
13 109. MS. BECERRA and MS. PEREZ reallege and incorporate by reference
14 paragraphs 3 through 108, as though set forth in full.

15
16 110. Pursuant to Sections 2698, et seq. of the California Labor Code (the Labor
17 Code Private Attorneys General Act), MS. BECERRA and MS. PEREZ, as former employees of
18 DEFENDANTS, hereby seeks to recover all applicable statutory and/or civil penalties for
19 DEFENDANTS' violation of Sections 201-204, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197,
20 1197.1, 1199, and 2802 of the California Labor Code, as alleged herein.

21
22 111. MS. BECERRA and MS. PEREZ have exhausted the prerequisites set forth in
23 California Labor Code Section 2699.3 for requesting relief under California Labor Code Section
24 2699. Among other things, MS. BECERRA and MS. PEREZ, by certified mail, notified both
25 NACIONAL RECORDS, COOKMAN INTERNATIONAL and the California Labor and Workforce
26 Development Agency (hereafter "AGENCY") of the specific provisions of the California Labor
27 Code herein alleged to have been violated, including the facts and theories to support the alleged
28 violations. More than 33 calendar days have passed since the postmark date of the aforementioned

1 notice by MS. BECERRA and MS. PEREZ to the AGENCY, NACIONAL RECORDS and
2 COOKMAN INTERNATIONAL. The AGENCY has not notified MS. BECERRA and MS. PEREZ
3 that it has decided to or intends to investigate the alleged violations.

4
5 112. As a result of DEFENDANTS' conduct as alleged herein, MS. BECERRA
6 and MS. PEREZ are entitled to twenty-five percent (25%) of all penalties due under California
7 law, reasonable attorneys' fees and costs of suit as provided in Section 2699(g)(1) of the California
8 Labor Code.

9
10 **ELEVENTH CAUSE OF ACTION**

11 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

12 (Against All Defendants)

13
14 113. MS. BECERRA and MS. PEREZ reallege and incorporate by reference
15 paragraphs 3 through 112, as though set forth in full.

16
17 114. Defendants' conduct as described above was extreme and outrageous, and was
18 done with the intent of causing MS. BECERRA and MS. PEREZ to suffer emotional distress and/or
19 with reckless disregard as to whether MS. BECERRA and MS. PEREZ would suffer emotional
20 distress.

21
22 115. By the aforesaid acts and omissions of Defendants, and each of them,
23 MS. BECERRA and MS. PEREZ have been caused to and did suffer and continue to suffer severe
24 emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, discomfort and
25 anxiety. MS. BECERRA and MS. PEREZ do not know at this time the exact duration or
26 permanence of said injuries, but are informed and believes and thereon alleges that some if not all of
27 the injuries are reasonably certain to be permanent in character.

28 ///

1 by failing to take any and all reasonable steps to halt such conduct and/or to prevent such conduct
2 from occurring, and by failing to take appropriate corrective action following such conduct.

3
4 121. By the aforesaid acts and omissions of Defendants, and each of them, MS.
5 BECERRA and MS. PEREZ have been directly and legally caused to suffer actual damages
6 including, but not limited to, loss of earnings and future earning capacity, costs of suit, and other
7 pecuniary loss not presently ascertained.

8
9 122. By the aforesaid acts and omissions of Defendants, and each of them,
10 MS. BECERRA and MS. PEREZ have been caused to and did suffer and continue to suffer severe
11 emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, discomfort and
12 anxiety. MS. BECERRA and MS. PEREZ do not know at this time the exact duration or
13 permanence of said injuries, but are informed and believe and thereon allege that some if not all of
14 the injuries are reasonably certain to be permanent in character.

15
16 **THIRTEENTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**
18 (Against Defendants NACIONAL RECORDS, COOKMAN INTERNATIONAL, and DOES 1-25)

19
20 123. MS. BECERRA and MS. PEREZ reallege and incorporate by reference
21 paragraphs 3 through 122, as though set forth in full.

22
23 124. DEFENDANTS' unlawful and unfair practices as alleged herein violate
24 California law and constitute ongoing and continuous unfair business practices within the meaning
25 of Business and Professions Code § 17200. Such practices include, but are not limited to,
26 DEFENDANTS' unlawful and/or unfair policy and practice of:

27 A. Forcing employees, including MS. BECERRA, to work for less than the legal
28 minimum wage (i.e., for no wages at all);

- 1 B. Forcing its non-exempt hourly employees, including MS. BECERRA and MS.
2 PEREZ, to work without overtime compensation;
- 3 C. Forcing its non-exempt hourly employees, including MS. BECERRA and MS.
4 PEREZ, to miss and/or cut short their rest breaks;
- 5 D. Forcing its non-exempt hourly employees, including MS. BECERRA, to miss
6 and/or cut short their meal breaks;
- 7 E. Failing to provide accurate itemized wage statements to its non-exempt
8 hourly employees, including MS. BECERRA and MS. PEREZ; and
- 9 F. Failing to pay waiting time wage continuation to its employees,
10 including MS. BECERRA and MS. PEREZ, who were fired or who resigned.
11

12 125. By engaging in the aforementioned unfair business acts and practices,
13 DEFENDANTS enriched themselves at the expense of MS. BECERRA and MS. PEREZ and gained
14 an unfair advantage over their competitors.
15

16 126. California Business and Professions Code § 17200 prohibits unfair
17 competition and unfair business practices, including, “any unlawful, unfair or fraudulent business act
18 or practice” DEFENDANTS’ conduct as specified herein, constitutes a violation of California
19 Business and Professions Code § 17200, et seq.
20

21 127. As a result of DEFENDANTS’ unfair business practices, DEFENDANTS
22 have reaped unfair benefits and illegal profits at the expense of MS. BECERRA, MS. PEREZ, other
23 similarly situated employees, and members of the public. DEFENDANTS should be made to
24 disgorge their ill-gotten gains and restore such monies to MS. BECERRA and MS. PEREZ.
25

26 128. DEFENDANTS’ unfair business practices entitle MS. BECERRA and MS.
27 PEREZ to seek preliminary and permanent injunctive relief, including but not limited to, orders that
28 DEFENDANTS account for, disgorge and restore to MS. BECERRA and MS. PEREZ the

1 compensation unlawfully withheld from them. Accordingly, MS. BECERRA and MS. PEREZ seek
2 disgorgement of all profits resulting from these unlawful, unfair, and fraudulent business practices,
3 restitution, and other appropriate relief as provided for by Business & Professions Code § 17203.

4
5 **FOURTEENTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

7 (Against Defendants NACIONAL RECORDS, COOKMAN INTERNATIONAL, and DOES 1-25)

8
9 129. MS. BECERRA and MS. PEREZ reallege and incorporate by reference
10 paragraphs 3 through 128, as though set forth in full.

11
12 130. At all times herein set forth, California Labor Code § 218 authorizes
13 employees to sue directly for any wages or penalty due to them under the California Labor Code.

14
15 131. DEFENDANTS have either reckless or intentionally failed to either make,
16 keep and preserve true, accurate, and complete records and/or furnish such records to its employees
17 pursuant to the requirements of California Labor Code § 226(a).

18
19 132. MS. BECERRA and MS. PEREZ are each entitled to recover from
20 DEFENDANTS the greater of their actual damages caused by DEFENDANTS' failure to comply
21 with California Labor Code § 226(a) or an aggregate penalty not exceeding four thousand dollars
22 (\$4,000.00), and an award of costs and reasonable attorneys' fees pursuant to California Labor Code
23 § 226(e) and California Code of Civil Procedure § 1021.5.

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1 **FIFTEENTH CAUSE OF ACTION**

2 **DEFAMATION PER SE**

3 (Against Defendant COOKMAN, and DOES 1-25)

4
5 133. MS. BECERRA realleges and incorporates by reference paragraphs 3 through
6 132, as though set forth in full.

7
8 134. In or around early June 2013, after receiving a draft of MS. BECERRA's
9 Complaint for Damages, Defendant COOKMAN orally communicated to MS. PEREZ, one of
10 Defendant NACIONAL RECORDS' then-current employees, that MS. BECERRA was a "lying
11 bitch." On information and belief, MS. BECERRA alleges that Defendant COOKMAN also orally
12 communicated this statement to the community and other individuals employed by Defendant
13 NACIONAL RECORDS.

14
15 135. When Defendant COOKMAN communicated this statement to MS. PEREZ,
16 Defendant COOKMAN knew this statement was false, had no honest belief in the truth of his
17 statement, had no reasonable grounds for believing this statement to be true, and failed to use
18 reasonable care to determine the truth or falsity of his statement.

19
20 136. Defendant COOKMAN's statement was of and concerning MS. BECERRA,
21 MS. PEREZ reasonably understood that Defendant COOKMAN's statement was of and concerning
22 MS. BECERRA, and MS. PEREZ reasonably understood Defendant COOKMAN's statement to
23 mean that MS. BECERRA was not truthful and could not be trusted, both personally and
24 professionally. Defendant COOKMAN's publication regarding MS. BECERRA was published with
25 the intent to communicate facts, not opinions, and was understood by MS. PEREZ to be a
26 publication of fact.

27
28 137. Defendant COOKMAN's publication to MS. PEREZ was unprivileged. No

1 conditional privilege existed and does not exist because Defendant COOKMAN's statement was
2 made with express and implied malice and with design and intent to injure, annoy, vex and disgrace
3 MS. BECERRA in her good name, reputation and employment. Defendant COOKMAN's statement
4 was motivated by his ill will and hatred for MS. BECERRA as MS. BECERRA had recently
5 opposed, protested and complained to Defendant COOKMAN about his repeated sexual harassment
6 of her. Defendant COOKMAN also harbored ill will and hatred for MS. BECERRA as MS.
7 BECERRA recently informed Defendant COOKMAN that she intended to file a Department of Fair
8 Employment and Housing Complaint and Complaint for Damages as a result of his sexual
9 harassment towards her.

10
11 138. As a direct and proximate result of Defendant COOKMAN's
12 publication of this defamatory statement, MS. BECERRA has suffered injury to her personal,
13 business and professional reputation, and severe emotional and mental distress, shame, anguish,
14 humiliation, embarrassment, fright, shock, discomfort and anxiety, all to MS. BECERRA's
15 economic, emotional, and general damage in an amount according to proof at trial.

16
17 139. By engaging in the aforementioned acts, Defendant COOKMAN
18 engaged in wilful, malicious, intentional, oppressive and despicable conduct, and acted with wilful
19 and conscious disregard of the rights, welfare and safety of MS. BECERRA, thereby justifying the
20 award of punitive and exemplary damages in an amount to be determined at trial.

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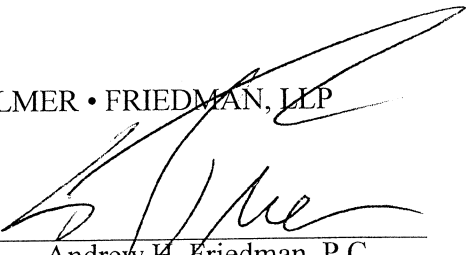
PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for judgment against Defendants, and each of them, as follows:

1. General damages in an amount to be proved at trial;
2. Special damages in an amount to be proved at trial;
3. Reliance damages in an amount to be proved at trial;
4. Punitive damages in an amount appropriate to punish defendants and to make an example of them to the community;
5. Reasonable attorneys' fees;
6. Costs of suit;
7. Interest;
8. All applicable civil penalties pursuant to Sections 203, 226 and 2698, et seq., of the California Labor Code;
9. Injunctive relief to end the harassment and require prompt and effective remedial action; and
10. For such other relief as the Court deems proper.

DATED: July 22, 2013

HELMER • FRIEDMAN, LLP

By: 
 Andrew H. Friedman, P.C.
 Attorneys for Plaintiffs
 CLAUDIA BECERRA and
 MONTSERRAT PEREZ

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PLAINTIFFS' DEMAND FOR JURY TRIAL

Plaintiffs CLAUDIA BECERRA and MONTSERRAT PEREZ hereby demand a trial
by jury.

DATED: July 22, 2013

HELMER • FRIEDMAN, LLP

By: 

Andrew H. Friedman, P.C.
Attorneys for Plaintiffs
CLAUDIA BECERRA and
MONTSERRAT PEREZ