

1 LATHAM & WATKINS LLP  
MICHAEL ROMEY (Bar No. 137993)  
2 *michael.rome@lw.com*  
YI-CHIN HO (Bar No. 204834)  
3 *yichin.ho@lw.com*  
PHILIP WANG (Bar No. 262239)  
4 *philip.wang@lw.com*  
GRANT COHEN (Bar No. 294467)  
5 *grant.cohen@lw.com*  
SID NADKARNI (Bar No. 301125)  
6 *sid.nadkarni@lw.com*  
ALEXANDRA WELCH (Bar No. 302394)  
7 *alexandra.welch@lw.com*  
355 South Grand Avenue  
8 Los Angeles, California 90071-1560  
Telephone: (213) 485-1234  
9 Facsimile: (213) 891-8763

10 Attorneys for Plaintiffs

11 (Add'l Counsel on next page)

12  
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF LOS ANGELES  
15 CENTRAL DISTRICT JUDICIAL DISTRICT

16 ERMITA ALABADO, an individual,  
17 FERNANDO BELIDHON, an individual,  
ROMAR CUNANAN, an individual,  
18 ARMELINDA DELA CERNA, an individual,  
ELMER GENITO, an individual,  
19 WILFREDO LARIGA JR., an individual,  
LOUISE LUIS, an individual,  
20 GINA PABLO-GROSSMAN, an individual,  
RECKY PUZON, an individual,  
21 RONALDO SANTIA, an individual, and  
ROLANDO SURATOS, an individual,

22 Plaintiffs,

23 vs.

24 FRENCH CONCEPTS, INC., a California  
corporation, d/b/a L'AMANDE FRENCH  
25 BAKERY, FRENCH CONCEPTS BH, a  
California corporation, d/b/a L'AMANDE  
26 FRENCH BAKERY, BARATOW LLC,  
ANALIZA MOITINHO DE ALMEIDA, an  
27 individual, and GONCALO MOITINHO DE  
ALMEIDA, an individual,  
28

CASE NO.

Assigned To:

**COMPLAINT FOR:**

- (1) Human Trafficking (18 U.S.C. §§ 1589–1590);
- (2) Human Trafficking (Cal. Civil Code § 52.5);
- (3) Racketeer Influenced and Corrupt Organizations Act (“RICO”) (18 U.S.C. § 1964);
- (4) Discrimination under the Fair Employment and Housing Act (“FEHA”) (Cal. Govt. Code § 12940);
- (5) Unlawful Language Restrictions under FEHA (Cal. Govt. Code § 12951(a));
- (6) Harassment under FEHA (Cal. Govt. Code § 12940(j));
- (7) Retaliation for Activities protected under FEHA, (Cal. Govt. Code § 12940);
- (8) Racial, Ancestry, and Ethnicity Discrimination (42 U.S.C. § 1981);
- (9) Racial, Ancestry, and Ethnicity Harassment (42 U.S.C. § 1981);

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

Defendants.

- (10) Retaliation for Activities protected under § 1981 (42 U.S.C. § 1981);
- (11) State Minimum Wage (Cal. Labor Code §§ 1194, 1194.2 and 1197);
- (12) State Overtime (Cal. Labor Code §§ 510(a), 1194 and 1198 and IWC Wage Order No. 15);
- (13) Federal Minimum Wage (U.S.C. § 206(a), (f));
- (14) Federal Overtime (29 U.S.C. § 207(a);
- (15) Meal and Rest Periods (Cal. Lab Code § 226.7);
- (16) Wage Statement Violations (Cal. Labor Code § 226);
- (17) Labor Code Whistleblower Provision (Cal. Labor Code § 1102.5);
- (18) California Labor Code Retaliation (Cal. Labor Code § 98.6);
- (19) Wrongful Discharge in Violation of Public Policy
- (20) Unfair Immigration-Related Practices (Cal. Labor Code § 1019);
- (21) Solicitation through Misrepresentation (Cal. Labor Code §§ 970, 972)
- (22) Waiting Time Penalties Cal. Labor Code § 203)
- (23) Intentional Infliction of Emotional Distress;
- (24) Negligence;
- (25) Negligence Per Se;
- (26) Fraud and Negligent Misrepresentation; and
- (27) California Unfair Competition Law (Cal. Bus. & Prof. Code § 17203).

Action Filed:

(Add'l counsel)

**ASIAN AMERICANS ADVANCING JUSTICE—LOS ANGELES**

LABONI HOQ (Bar No. 224140)  
*lhoq@advancingjustice-la.org*  
NICOLE GON OCHI (Bar No. 268678)  
*nochi@advancingjustice-la.org*  
YANIN SENACHAI (Bar No. 288336)  
*ysenachai@advancingjustice-la.org*  
JOHN C. TRANG (Bar No. 277080)  
*jtrang@advancingjustice-la.org*  
1145 Wilshire Blvd., 2nd Floor  
Los Angeles, California 90017  
Telephone: (213) 977-7500  
Facsimile: (213) 977-7595

1 Plaintiffs Ermita Alabado, Fernando Belidhon, Romar Cunanan, Armelinda dela Cerna,  
2 Elmer Genito, Wilfredo Lariga Jr., Louise Luis, Gina Pablo-Grossman, Recky Puzon, Ronaldo  
3 Santia, and Rolando Suratos (“Workers” or “Plaintiffs”) allege against their current or former  
4 employer defendants French Concepts, Inc. a California corporation; French Concepts BH, a  
5 California corporation; Baratow, LLC, a California limited liability company; Analiza Moitinho  
6 de Almeida; and Goncalo Moitinho de Almeida (“Defendants”) as follows:

7 **I. INTRODUCTION**

8 1. The Workers bring this action against Defendants for labor trafficking,  
9 racketeering violations, labor law violations, unfair competition, employment discrimination and  
10 retaliation, unfair immigration-related practices, and related common law claims. The 11  
11 Workers are people of modest means who worked in the service industry in the Philippines. They  
12 are victims of Defendants’ scheme to abuse the immigration laws of the United States and to  
13 fraudulently induce the Workers to leave their homes and families in the Philippines and move to  
14 Los Angeles. The Workers were told they would work as skilled bakery chefs and managers, but  
15 when they arrived what they faced was starkly different. They were forced to work for  
16 Defendants in illegal, oppressive, and discriminatory conditions as domestic servants, physical  
17 laborers engaged in landscaping and building maintenance, and retail bakery workers doing a  
18 substantial amount of menial work at Defendant’s French bakeries. Defendants told the Workers  
19 that they must continue to work under the exploitative conditions or they would each owe  
20 Defendants over \$11,000—sums the Workers could never afford to pay. When the scheme began  
21 to unravel and the state labor enforcement agency began an investigation, Defendants resorted to  
22 obstruction, threats, intimidation, and destruction of evidence to try to hide their wrongdoing.  
23 Defendants threatened to harm the workers and their families back in the Philippines where  
24 Defendants bragged about their political clout. Defendants instructed the workers to lie to the  
25 investigators and other government officials and, when the Workers refused, they retaliated  
26 against them, including wrongfully firing five of them, leaving the Workers with no livelihood  
27 and too afraid to return home to the Philippines because of Defendants’ threats.

28 2. Analiza Moitinho de Almeida (“Ana”) is from a wealthy, powerful, and

1 politically connected family in the Philippines. Ana and her husband, Goncalo owned a  
2 successful chain of French bakeries in the Philippines, Le Coeur de France, where ten of the  
3 Workers worked before being recruited to work for the Almeidas and their business in the U.S.  
4 After selling the Le Coeur de France chain in 2008, the Almeidas began plans to relocate to  
5 Southern California to open a new chain of French bakeries. They formed a new company,  
6 French Concepts, Inc., dba L’Amande French Bakery, and began hiring the Workers in the  
7 Philippines. Defendants secured E-2 visas Workers and then flew them in batches of two or three  
8 from the Philippines to Southern California to begin work.

9         3.         The E-2 visa allows foreign nationals who invest substantial capital in a U.S.  
10 business to bring foreign workers to the U.S. for up to five years if they have specialized skills  
11 that are essential to the business or if they will be serving in an executive or supervisory position  
12 with the business. In securing E-2 visas for the Workers, Defendants misrepresented to the U.S.  
13 government the work the Workers would be expected to do—work that in reality included a  
14 significant amount of unskilled, menial labor—and overstated the salary they would be paid.

15         4.         Before the bakery opened, Defendants forced the Workers that had already  
16 arrived to perform months of day-long manual labor at their personal residence in Rolling Hills  
17 Estates and their 17-unit rental property in Long Beach, including painting, cleaning, and  
18 landscaping. For these tasks, Defendants paid the Workers barely more than two dollars per  
19 hour. During this time, the Workers slept for several months on the floor of a small laundry room  
20 in the Almeidas’ house.

21         5.         When the bakery opened its first location, Defendants initially required the  
22 Workers who had already arrived in the U.S. to work at least 13 hours a day every day of the  
23 week. Defendants did not allow them to miss time when they were sick, not even making an  
24 exception for a Worker who needed urgent and extensive medical treatment. Defendants paid  
25 these Workers as little as \$1,000 per month, or less than three dollars per hour. To conceal  
26 evidence of these wage and hour violations, Defendants altered or destroyed the Workers’  
27 timecards and told them not to accurately report their actual time worked. Defendants also  
28 demeaned and verbally abused the Workers, prevented them from speaking in their native

1 Tagalog language, and tried to isolate them from other Filipinos as well as local workers at the  
2 bakery.

3 6. Ana also told the Workers that they owed her for the money she spent on their  
4 visa and travel expenses even though she never previously told them they would have to repay  
5 her for these expenses. She claimed that each Worker owed her at least \$11,000, an exorbitant  
6 and unexpected amount that was many times more than the actual expenses incurred.

7 7. When the Workers complained about the long hours, illegally low pay, and  
8 intolerable conditions, Ana threatened to collect on the Workers' \$11,000 "debt," an amount that  
9 the Workers had no means to repay. Soon after, she gave the Workers who had already arrived a  
10 document stating that she would forgive these expenses if they worked at least three years for the  
11 company, leading the Workers to believe that their only way of avoiding financial ruin was to  
12 comply with the Almeidas' demands that they work three more years.

13 8. More than a year and a half after the bakery's opening, the California Labor  
14 Commissioner's Office, also known as the Division of Labor Standards Enforcement ("DLSE"),  
15 began an investigation into state labor law violations at the bakery. After finding out about the  
16 investigation, Defendants threatened and harassed the Workers to attempt to induce them to help  
17 Defendants conceal the wage and hour violations. For example, Ana demanded that the Workers  
18 falsify responses on a DLSE questionnaire they filled out under her supervision. She warned  
19 some Workers that if they did not comply, they would lose their jobs, forcing them to return to  
20 the Philippines. She also threatened to some of the Workers that she or her powerful, well-  
21 connected parents would ruin the lives of the Workers and their families back in the Philippines.

22 9. After the Workers told the truth about the abuses they suffered at the DLSE  
23 hearing, Defendants retaliated by issuing write-ups against several of the Workers and  
24 terminating five of them for pre-textual reasons. The terminated Workers face imminent  
25 financial harm and are afraid to return to the Philippines. The Workers who remain at L'Amade  
26 French Bakery fear that they will be the next ones terminated for exposing the abuses they  
27 suffered.

28

**II. JURISDICTION AND VENUE**

10. The Court has jurisdiction over this action under California Code of Civil Procedure § 410.10 because each Defendant is domiciled or incorporated in California.

11. Venue in this Court is proper under California Code of Civil Procedure § 395(a) because at least one Defendant resides in this county.

**III. PARTIES**

**A. Plaintiffs**

12. The Plaintiffs are 11 Filipino workers whom Defendants brought to the U.S. and who worked for L’Amande French Bakery. All of them worked at L’Amande French Bakery’s Torrance location. Five of the Workers also worked at L’Amande French Bakery’s Beverly Hills location, where they did similar work. One of the Workers also worked for the Almeidas in their household as a full-time domestic servant.

13. Defendants brought the Workers to the U.S. in six groups.

a. The Almeidas brought Gina Pablo-Grossman (“Gina”) to the U.S. on September 24, 2009, and she worked for the Almeidas until August 30, 2012. Gina had worked for the Almeidas in the Philippines as a nanny for their son, Lorenzo, starting in 2000. Gina’s salary in the Philippines was the equivalent of \$120 USD a month. The Almeidas told Gina in 2009 that if she moved with them to the U.S., she would continue working as Lorenzo’s nanny. But, upon her arrival, the Almeidas forced her to work as a domestic servant in their home and to clean, paint, and landscape their 17-unit apartment complex (“Apartment Complex”). While continuing these duties full-time, Gina also worked as a kitchen cook at L’Amande French Bakery in Torrance from April 1 until July 2012.

b. Defendants brought Ermita Alabado (“Ermita”), Fernando Belidhon (“Fernando”), and Louise Luis (“Louise”) to the U.S. on September 16, 2011.

(1) Ermita grew up in a poor family, as her father was a sugar cane farmer and her mother stayed home to take care of Ermita and her six

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

siblings. Ermita dropped out of high school at age 16 and began working as a domestic servant for Ana's parents when she was 20. Beginning in 1994, she worked for Ana as a kitchen supervisor at Le Coeur de France in Manila. Ermita never earned more than the equivalent of \$360 USD a month. She continued working with the bakery after the Almeidas sold the company in 2008. She accepted the job with Defendants to work at L'Amade French Bakery so that she could support her husband and three daughters, who remain in the Philippines. Ermita worked for L'Amade French Bakery beginning on September 16, 2011. She worked as a kitchen supervisor at L'Amade French Bakery Torrance from April 1, 2012, when the bakery opened for business, until July 9, 2014, when she transferred to the Beverly Hills location. She then worked at the Beverly Hills location until January 22, 2015, when L'Amade French Bakery terminated her.

(2) Fernando grew up equally poor, with a father who worked as a farmer and a mother who cared for Fernan and his four siblings. He could not afford to attend college and began working in construction after he graduated in high school. In 1997, Ermita referred him to Ana, who hired him at Le Coeur de France. He worked his way up to an assistant production supervisor, overseeing bread and pastry preparation. Fernando never earned more than the equivalent of \$471 USD a month. He continued working with the bakery after the Almeidas sold the company in 2008. He accepted the job with Defendants to work at L'Amade French Bakery so that he could support his wife and three daughters, who remain in the Philippines. Fernando worked for L'Amade French Bakery beginning on September 16, 2011. He worked as a baker at L'Amade French Bakery Torrance from April 1, 2012, when the bakery opened for business, until July 9, 2014, when he transferred to the Beverly Hills

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

location. He then worked at the Beverly Hills location until January 22, 2015, when L’Amande French Bakery terminated him.

(3) Louise was born to a single mother and grew up poor. She paid her way through school by working as a personal assistant for a chef, who eventually recommended her to Ana. Ana hired Louise at Le Coeur de France in 1997, and Louise eventually worked her way up to production assistant. She never earned more than the equivalent of \$400 USD a month. Louise continued working with the bakery after the Almeidas sold the company in 2008. She accepted the job with Defendants to work at L’Amande French Bakery so that she could support her partner and adopted son, who remain in the Philippines. Louise worked for L’Amande French Bakery beginning on September 16, 2011. She worked as a store manager at L’Amande French Bakery Torrance from April 1, 2012, when the bakery opened for business, until July 9, 2014, when she transferred to the Beverly Hills location. She then worked at the Beverly Hills location until January 20, 2015, when L’Amande French Bakery terminated her.

c. Defendants brought Romar Cunanan (“Romar”) and Elmer Genito (“Elmer”) to the U.S. on August 30, 2012.

(1) Romar was born in Manila to a poor family. His parents, two siblings, and he shared a one-bedroom apartment. He could not afford to attend college and began working as a car mechanic after graduating high school. In 2002, he began working at Le Coeur de France and eventually became a shift leader on the kitchen staff. Romar earned the equivalent of \$166 USD a month. He continued to work at the bakery after the Almeidas sold the company in 2008. He accepted the job with Defendants to work at L’Amande French Bakery so that he could support his wife and two sons, who remain in the Philippines. Romar worked for L’Amande French



1 Bakery Torrance as a kitchen cook from September 1, 2012 until January  
2 26, 2015, when L’Amande French Bakery terminated him.

3 (2) Elmer grew up in a poor family and began helping his mother  
4 harvest rice at age 5 to help provide for her and his nine siblings. He could  
5 not afford to attend college and began working full-time after graduating  
6 high school. In 2004, Ermita, helped him obtain a job at Le Coeur de  
7 France in Manila and he eventually became a baker with the company. He  
8 continued to work at the bakery after the Almeidas sold the company in  
9 2008. Elmer earned the Philippine minimum wage, which was less than  
10 the equivalent of \$110 USD a month as of 2012. He accepted the job with  
11 Defendants to work at L’Amande French Bakery so that he could support  
12 his son, who remains in the Philippines. Elmer worked for L’Amande  
13 French Bakery Torrance as a baker from September 1, 2012 until January  
14 28, 2015, when L’Amande French Bakery terminated him.

15 d. Defendants brought Armelinda dela Cerna (“Armelinda”) and Wilfredo  
16 Lariga Jr. (“Wilfredo”) to the U.S. on April 30, 2013.

17 (1) Armelinda grew up in a family of six children; her father was  
18 frequently absent because he was in hiding from the authoritarian Filipino  
19 government. Her family could not afford to pay for her college education,  
20 so she paid for college on her own by working at a furniture shop. She  
21 began working for Le Coeur de France in 1995 and eventually became a  
22 purchasing manager, reporting directly to Goncalo. Armelinda earned the  
23 equivalent of \$1000 USD a month. She continued to work at the bakery  
24 after the Almeidas sold the company in 2008. She accepted the job with  
25 Defendants to work at L’Amande French Bakery so that she could support  
26 her son, who remains in the Philippines. Armelinda has worked at  
27 L’Amande French Bakery Torrance as a store manager from May 1, 2013  
28 until the present.

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

(2) Wilfredo grew up in a rural village in a poor family with eleven siblings. His home had no running water or electricity. He dropped out of school temporarily at age 15 to support his family after his father’s death before returning to graduate high school at age 21. After graduation, he began working full-time. Wilfredo began working as a pastry chef at Le Coeur de France in 2007 and continued to work at the bakery after the Almeidas sold the company in 2008. He earned the equivalent of about \$245 USD a month. In 2011, the new ownership laid him off when his contract ended. At the time he agreed to work for L’Amande French Bakery, he was working as a kitchen chef at another restaurant in the Philippines. He accepted the job with Defendants to work at L’Amande French Bakery so that he could support his girlfriend and his ailing mother, who remain in the Philippines. Wilfredo worked at L’Amande French Bakery Torrance as a kitchen cook from May 1, 2013 until July 16, 2014, when he transferred to the Beverly Hills location, where he currently works.

e. Defendants brought Recky Puzon (“Recky”) and Ronaldo Santia (“Ronnie”) to the U.S. on August 27, 2013.

(1) Recky grew up in a poor family in Manila, as his mother did not work and his father was a part-time car mechanic. Recky, his parents, and his three siblings lived in the auto body shop where his father worked. He dropped out of school at age 16 so that he could work to help support his family. In 1998, he began working at Le Coeur de France and eventually became a pastry chef. Recky earned the equivalent of \$166 USD a month. He continued to work at the bakery after the Almeidas sold the company in 2008. He accepted the job with Defendants to work at L’Amande French Bakery so that he could support his wife, his two children, and his siblings, who all remain in the Philippines. Recky has worked at

1 L’Amande French Bakery Torrance as a kitchen cook from August 30,  
2 2013 until the present.

3 (2) Ronnie grew up sharing a small, one-bedroom house with his  
4 parents and four siblings. He and his siblings all worked part-time on a  
5 sugar cane plantation with their father to help support the family. Ronnie  
6 began working full-time after high school. In 1999, he began working at  
7 Le Coeur de France, and eventually became a baker. Ronnie earned the  
8 equivalent of \$166 USD a month. He continued to work at the bakery after  
9 the Almeidas sold the company in 2008. He accepted the job with  
10 Defendants to work at L’Amande French Bakery so that he could support  
11 his wife and two children, who remain in the Philippines. Ronnie has  
12 worked at L’Amande French Bakery Torrance as a baker from August 30,  
13 2013 until the present.

14 f. Defendants brought Rolando Suratos (“Rolando”) to the U.S. on March 4,  
15 2014. Rolando grew up in Manila in a poor family with seven siblings. He began  
16 working full-time after he graduated high school. In 1995, he began working at Le  
17 Coeur de France and eventually became a pastry chef. He continued to work at  
18 the bakery after the Almeidas sold the company in 2008. Rolando’s salary at Le  
19 Coeur de France was the equivalent of about \$222 USD a month. Rolando worked  
20 for L’Amande French Bakery Torrance from March 8, 2014 through July 9, 2014,  
21 first as a dishwasher and then as a baker. He transferred to the Beverly Hills  
22 location on July 16, 2014, where he has worked until the present.

23 14. Each of the Workers reside in Los Angeles County, California.

24 **B. Defendants**

25 15. French Concepts Inc., dba L’Amande French Bakery, is a California corporation  
26 with more than five employees, and is located at 2553 Pacific Coast Highway, Torrance,  
27 California. Its headquarters and principal place of business are in Los Angeles County,  
28 California. The business opened to the public on April 1, 2012. All 11 Workers worked at this

1 location.

2 16. French Concepts BH, dba L’Amande French Bakery, is a California corporation  
3 with more than five employees, and is located at 9530 South Santa Monica Boulevard, Beverly  
4 Hills, California. Its headquarters and principal place of business are in Los Angeles County,  
5 California. The business opened to the public on July 16, 2014. Five of the Workers worked at  
6 this location.

7 17. Baratow, LLC is a California limited liability company that owns the 17-unit  
8 Apartment Complex in Long Beach, California. On information and belief, Baratow LLC  
9 employs at least five people and its headquarters and principal place of business are in Los  
10 Angeles County, California. The company was incorporated in September 2008. On information  
11 and belief, the Almeidas derive rental income from Baratow, LLC.

12 18. On information and belief, Analiza Moitinho de Almeida (“Ana”) is the co-owner  
13 of French Concepts Inc. and French Concepts BH and holds the position of Executive Chef of  
14 L’Amande French Bakery. She selected, hired, and arranged for the Workers to come to the U.S.  
15 to work for L’Amande French Bakery, including preparing their E-2 visa applications sponsored  
16 by French Concepts, and supervises all operations at L’Amande French Bakery in both the  
17 Torrance and Beverly Hills locations. On information and belief, Ana is also a member and  
18 principal of Baratow, LLC.

19 19. On information and belief, Goncalo Moitinho de Almeida (“Goncalo”) (together  
20 with Ana, the “Almeidas”), Ana’s husband, is the co-owner and President of French Concepts  
21 Inc. and French Concepts BH as well as the CEO of French Concepts Inc. On information and  
22 belief, Goncalo also facilitated obtaining E-2 visas for the Workers in the Philippines. Goncalo  
23 also manages and supervises all operations and personnel at L’Amande French Bakery in both  
24 the Torrance and Beverly Hills locations. On information and belief, Goncalo is also a member  
25 and principal of Baratow, LLC.

26 20. On information and belief, each Defendant is the alter ego and joint employer of,  
27 and is working in joint enterprise with, each and every other Defendant. Plaintiffs are informed  
28 and believe, and on that basis allege, that at all times mentioned in this Complaint, each and

1 every Defendant was the agent or employee of each and every other Defendant, and in doing the  
2 acts alleged, was acting within the course and scope of such agency or employment, with the  
3 consent, provision, and authorization of each of the remaining Defendants. All actions of each  
4 Defendant were ratified and approved by every other Defendant.

5 21. Plaintiffs are informed and believe, and on that basis allege, that at all times  
6 mentioned in this Complaint, each and every Defendant entered into a conspiracy and agreement  
7 with every other Defendant, or later joined that conspiracy and ratified the acts and conduct of  
8 other defendants who had entered the conspiracy. Plaintiffs are further informed and believe, and  
9 on that basis allege, that at all times mentioned in this Complaint, all Defendants knowingly,  
10 maliciously, and willfully entered into that conspiracy. All Defendants' acts and failures to act as  
11 alleged in this Complaint were perpetrated in furtherance of the conspiracy.

12 **IV. FACTUAL ALLEGATIONS**

13 **A. The Scheme**

14 22. Defendants abused the E-2 visa process to bring the Workers to the United States  
15 to work at their bakeries for substandard wages and working conditions. The E-2 visa allows a  
16 wealthy foreign national who has invested a substantial amount of capital in a U.S. business to  
17 bring foreign workers to the U.S. because they will be engaged in duties of an executive or  
18 supervisory character or because they possess "specialized" skills that are "essential" to the  
19 company's operation.

20 23. Defendants hired the Workers for positions at the bakeries in the U.S. None of  
21 them had ever visited the U.S. They had limited English skills and little to no understanding of  
22 U.S. customs and laws. None of them knew about the U.S. cost of living. Ana told the Workers  
23 they would earn enough money to provide a better future for their families. She also told some of  
24 them that they would receive a good pension for retirement and that they could possibly obtain  
25 permanent residency in the United States, which would allow them to bring their immediate  
26 families to the U.S. Trusting Ana, the Workers agreed to leave their families and homes in the  
27 Philippines to work in the U.S.

28 24. Defendants made misrepresentations to the Workers regarding their hours, pay,

1 and working conditions. Ana filled out the Workers' visa applications with false information and  
2 submitted them to the U.S. Embassy. On information and belief, she also submitted documents  
3 on behalf of French Concepts containing false statements about how much the Workers would be  
4 paid and the full extent of the kind of work they would perform in the U.S. When the Workers  
5 received their visas, Ana told some of them that the visa was a contract requiring them to work  
6 for Defendants for the entire five-year length of the visa. Ana did not tell the workers that they  
7 were obligated to repay her for their visa processing and travel expenses if they left L'Amande  
8 French Bakery before their visa expired.

9 25. Defendants brought the Workers to the U.S. in several groups from 2009 to 2014.  
10 Once the Workers arrived in the U.S., Defendants subjected them to exploitative, substandard  
11 working conditions, including working long hours without breaks, receiving less than minimum  
12 wage, and enduring discriminatory and abusive treatment. When the Workers complained,  
13 Defendants responded that the Workers had no choice but to continue working, or else the  
14 Workers would have to pay the Almeidas an unaffordable monetary penalty.

15 **B. Fraud in Contracting the Workers**

16 **1. Defendants misrepresent the Workers' hours, pay, and working**  
17 **conditions to lure the Workers to the U.S.**

18 26. The Almeidas first hired Gina to move to the U.S. with the Almeidas and work as  
19 a live-in nanny for their youngest son, Lorenzo, for \$300 USD per month. In spring 2009, Ana  
20 represented that Gina would be responsible for caring for Lorenzo only; she would not be a  
21 domestic servant. Ana told Gina that she would pay for all expenses to bring her to the United  
22 States, including airfare and the visa application fee. Gina agreed to employment on these terms.  
23 In June 2009, Ana arranged and paid for Gina's travel expenses.

24 27. Defendants hired the remaining ten Workers to work for French Concepts Inc.  
25 French Concepts Inc. secured a location in Torrance, California to open the first L'Amande  
26 French Bakery.

27 28. Ermita, Fernando, and Louise were the first Workers hired by French Concepts  
28 Inc. All three had worked for the Almeidas' bakeries in the Philippines. On March 30, 2011, Ana

1 met them and told them she was opening a new bakery in the U.S. She promised to pay each of  
2 them \$2,000 USD per month to work at this bakery. She also told them she would raise their  
3 salaries if the bakery was successful. Ana wanted Ermita to supervise the kitchen, Fernando to  
4 serve as the master baker, and Louise to manage the store. Finally, Ana promised to pay for all  
5 airfare and visa expenses necessary for relocating to the U.S. Ana also mentioned that they may  
6 eventually be able to obtain permanent residency in the U.S. through this opportunity. Ermita,  
7 Fernando, and Louise agreed to employment on these terms.

8           29.     In July 2012, Ana met with the remaining Workers (Armelinda, Romar, Elmer,  
9 Recky, Ronnie, Wilfredo, and Rolando) in the Philippines. They had all worked for the  
10 Almeidas' bakeries in the Philippines. Ana told them she had a bakery in the U.S. that was doing  
11 very well and that the Almeidas were planning to open a second location and would need some  
12 of them for that location.

13           30.     Ana told Armelinda that Defendants would pay her \$2,000 USD per month to  
14 work in a managerial role, with a guaranteed performance review after six months that could lead  
15 to a raise. Ana told Elmer, Recky, Rolando, Romar, Ronnie, and Wilfredo that Defendants would  
16 hire them as bakers or kitchen cooks. Ana stated that Defendants would pay them each \$1,000  
17 USD per month for the first six months and then \$2,000 USD per month thereafter. Ana also told  
18 all seven of the Workers present that Defendants would pay them tips after six months of  
19 employment. Ana did not inform them they would have to repay the expenses she paid to bring  
20 them to the U.S. She also stated that the Workers could possibly receive a pension for retirement,  
21 even if they eventually returned to the Philippines, and that they might be able to obtain  
22 permanent residency in the U.S. through this opportunity. The Workers understood and agreed to  
23 these terms.

24           31.     After Rolando received his E-2 visa but before he left the Philippines, Ana  
25 threatened that she would not hire him unless he accepted a salary of \$500 per month. Not  
26 knowing that this amount of income was insufficient to support himself in the U.S., and  
27 intimidated by Ana, he agreed.  
28

**2. Defendants submit documents with false statements to the U.S. Embassy to obtain visas for the Workers.**

32. Ana knowingly provided documents with false statements to the U.S. Embassy in the Philippines for all 11 Workers in order to secure visas for them to come to work for her and her businesses in the U.S. For the ten Workers hired by French Concepts Inc., Ana submitted these documents in her capacity as an agent of French Concepts Inc.

33. Ana signed an employment contract falsely stating she would pay Gina \$9.80 per hour and instructed Gina to submit that contract to the U.S. Embassy for purposes of obtaining a visa. In reality, Ana only intended to pay Gina \$300 per month. Ana had previously given Gina a contract indicating she would pay Gina \$8.90 per hour, but the Embassy interviewer had refused to grant Gina a visa unless she stood to earn at least \$9.80 per hour. Based on Ana's false employment contract, the U.S. Embassy issued a visa for Gina to come to the U.S. to work.

34. The remaining ten Workers obtained E-2 visas as employees of French Concepts based on false representations that they would each be making over \$2,000 per month to work as specialists, managers, or supervisors for Defendants' U.S. bakery. To obtain an E-2 visa, the applicant must submit Form DS-160, to be completed by the applicant, and Form DS-156e, to be completed by the employer. The DS-156e requires a responsible officer of the employer to "solemnly swear or affirm that all statements which appear in this application are true and complete to the best of my knowledge and belief."

35. On information and belief, the Almeidas, acting as officers of French Concepts, signed the DS-156e for each E-2 visa application and submitted it to the U.S. Embassy. On information and belief, this form falsely stated the Workers' salaries would be more than \$2,000 per month. In addition, this form stated the Workers would be employed as managers, supervisors, or specialists. In reality, French Concepts assigned some of the Workers exclusively non-specialized tasks for months at a time, and all of the workers engaged in non-specialized tasks as a substantial part of their job duties.

36. On information and belief, Ana completed and submitted the Workers' online DS-160 forms and entered false statements regarding their salaries and job duties. In April 2011, Ana



1 completed and submitted the applications for Ermita, Fernando, and Louise. In July 2012, Ana  
2 completed and submitted the applications for the other Workers (Armelinda, Elmer, Recky,  
3 Romar, Ronnie, Rolando, and Wilfredo). These Workers did not see their DS-160 forms until  
4 Ana gave them a copy of the already-submitted forms.

5 37. Based upon Ana's false statements, the U.S. government issued E-2 visas to these  
6 ten Workers to come to the U.S. to work for French Concepts.

7 **C. Broken Promises: Workers Arrive in U.S.**

8 38. Defendants brought the Workers to the U.S. in several groups. First, Gina arrived  
9 in Los Angeles, California on September 24, 2009. Second, Ermita, Fernando, and Louise  
10 arrived in Los Angeles on September 16, 2011 and worked to prepare the first location of  
11 L'Amade French Bakery for its opening on April 1, 2012. Third, Elmer and Romar arrived on  
12 August 30, 2012. Fourth, Armelinda and Wilfredo arrived on April 30, 2013. Fifth, Recky and  
13 Ronnie arrived on August 27, 2013. Finally, Rolando arrived on March 4, 2014.

14 39. Upon the Workers' arrival in the U.S., Defendants immediately subjected them to  
15 abusive working conditions that were contrary to what Defendants had represented to the  
16 Workers and the U.S. government in the Philippines.

17 **1. Defendants force the Workers to perform manual, unskilled labor**  
18 **that was contrary to what Defendants represented.**

19 40. Defendants made some of the Workers perform manual, unskilled labor, including  
20 work as domestic servants for the Almeidas personally and for their Apartment Complex. In  
21 addition, Defendants made some Workers perform manual, unskilled tasks as a substantial part  
22 of their job duties for French Concepts, contradicting Defendants' earlier representations.

23 41. Gina agreed to work for the Almeidas as their live-in nanny for their son Lorenzo.  
24 But the Almeidas also required her to perform manual labor and other work contrary to their  
25 agreement. In fact, less than 20 percent of Gina's labor was spent on nanny duties. The vast  
26 majority of her time was spent as a domestic servant for the Almeidas, where her job duties  
27 included preparing meals, doing laundry, cleaning, performing other household chores, and  
28 shopping for their family.

1           42.     Defendants also forced Gina to work full-time as a kitchen cook at L’Amande  
2 French Bakery from April through July 2012, although she had not agreed to do such work.

3           43.     Upon their arrival to the U.S., Ermita, Fernando, and Louise lived at the  
4 Almeidas’ residence for four months, during which time they worked as domestic servants in  
5 addition to their work developing recipes and performing other tasks to prepare L’Amande  
6 French Bakery for opening. All three slept on the floor of the Almeidas’ laundry room and were  
7 regularly made to do laundry, clean the Almeidas’ house, car, and garage, perform yard-work,  
8 and cook for the Almeidas’ family. They could not leave the house without asking permission.  
9 They were also required to put up Christmas decorations and paint the living room. Even after  
10 Ermita, Fernando, and Louise moved to a separate apartment in January 2012, the Almeidas still  
11 often required them to perform chores for their personal benefit. For example, on February 5,  
12 2012, the Almeidas required that they walk two and a half miles from their apartment to the  
13 Almeidas’ house to prepare food for the Almeidas’ Super Bowl party.

14           44.     The Almeidas also forced Gina, Ermita, Fernando, and Louise to perform work  
15 for the Apartment Complex. The Almeidas made these workers clean, paint, perform yard-work  
16 and landscaping, perform flooring work, repair and construction work, and carry out other  
17 manual labor at the Apartment Complex.

18           45.     The Almeidas also required Louise to perform accounting tasks for the Almeidas  
19 in their personal capacity and for the Apartment Complex.

20           46.     Defendants forced Ermita, Fernando, and Louise to perform manual labor to  
21 prepare L’Amande French Bakery’s Torrance location for opening. For example, they were  
22 required to assemble furniture and clean the second-hand equipment Defendants bought for  
23 L’Amande French Bakery.

24           47.     The Almeidas also made Elmer, Romar, Recky, and Ronnie perform physical  
25 domestic chores for the Almeidas in their personal capacity. In October 2012, Ana picked up  
26 Elmer and Romar from L’Amande French Bakery and took them to the Almeidas’ home to clean  
27 the windows. In December 2013, the Almeidas required Recky and Ronnie to clean, perform  
28 yard-work, and put up the Almeidas’ Christmas lights at the Almeidas’ home. They also required

1 Recky and Ronnie to take down the Christmas lights after the holiday season.

2 48. Even after the Torrance location of L'Amade French Bakery opened in April  
3 2012, Defendants continued to require the Workers to perform a significant amount of menial,  
4 unskilled work at the bakery that was different than the work they agreed to do. For example,  
5 Recky agreed in the Philippines to work for French Concepts as a pastry chef, but Defendants  
6 instead required him to work as a prep cook in the kitchen, performing tasks such as chopping  
7 carrots and peeling potatoes. Rolando also agreed in the Philippines to work for French Concepts  
8 as a pastry chef, but Defendants required him to work as a full-time dishwasher when he first  
9 arrived.

10 **2. Defendants force the Workers to work longer and for less than what**  
11 **was promised and what is required by U.S. law.**

12 49. None of the Workers were paid minimum wage or overtime at any time before the  
13 California Division of Labor Standards Enforcement ("DLSE") began investigating French  
14 Concepts in December of 2013. All of the Workers were paid less, and worked longer hours,  
15 than they were promised in the Philippines. Defendants compensated the Workers at an amount  
16 below that required by state and federal law.

17 50. The minimum wage in California when the first groups of Workers began  
18 working for Defendants was \$8.00 per hour. On July 1, 2014, the minimum wage increased to  
19 \$9.00 per hour. California law also requires employees be paid overtime for any hours worked in  
20 excess of eight hours per day or forty hours per week. Employers must pay employees 1.5 times  
21 their hourly wage for all hours worked in excess of eight hours up to and including 12 hours in  
22 any workday, and two times their hourly wage for all hours worked in excess of 12 hours in any  
23 workday. California law prohibits employers from requiring employees to work for seven days in  
24 one workweek. If an employee does so, California law requires they be paid 1.5 times their  
25 hourly wage for the first eight hours worked on the seventh workday of the workweek, and two  
26 times their hourly wage for hours worked in excess of eight on the seventh workday of the  
27 workweek. Defendants repeatedly violated these laws in employing the Workers.

28 51. Ana told Gina in the Philippines that Gina would only be responsible for caring

1 for Ana's son Lorenzo. However, because of the extra domestic chores and manual labor the  
2 Almeidas required her to do, she worked much longer hours. Still, the Almeidas only paid her  
3 \$300 a month from September 2009 until May 2010. Starting in May 2010, she worked at the  
4 Apartment Complex in addition to their home. She often worked 15 hours per day, from 7 a.m.  
5 to 10 p.m., but the Almeidas only increased her salary by \$100 a month, to \$400 a month. In  
6 September 2010 the Almeidas moved to a larger house, so Gina worked more than 16 hours per  
7 day, starting each day at 5:30 a.m., but the Almeidas still paid her only \$400 a month.

8           52. Starting in April 1, 2012, Defendants also required that Gina work at L'Amande  
9 French Bakery in addition to her work for the Almeidas in their personal capacity. In all, she  
10 worked 17 to 18 hours a day, from roughly 3:30 a.m. until at least 9:00 p.m. each night. For the  
11 month of April, she still received only \$400 for the month, or less than one dollar an hour. From  
12 the end of May until August 2012, when she quit working for Defendants, Defendants paid her  
13 only \$1,200 per month.

14           53. Defendants also required Ermita, Fernando, and Louise to work long hours and  
15 paid them less than had been agreed and less than required by law. From the time they arrived in  
16 the U.S. in September 2011, these Workers worked full time preparing L'Amande French  
17 Bakery for opening as well as working personally for the Almeidas and the Apartment Complex.  
18 Defendants paid these Workers only \$420 a month for their first two months of work and then  
19 \$370 a month until March 2012, when Defendants paid these Workers \$500.

20           54. In the months following L'Amande French Bakery's opening, the Workers who  
21 had already arrived worked even longer hours. In April, Ermita, Fernando, and Louise worked 13  
22 to 17 hours per day. Ermita received only a single day off the entire month, and Fernando and  
23 Louise did not receive any days off the entire month. Defendants paid these Workers only \$1,000  
24 each for the month of April. In May, Ermita, Fernando, and Louise worked ten to twelve hours  
25 each day. Fernando and Louise did not receive a day off of work in May. Defendants paid them  
26 only \$1,000 every two weeks. Thereafter, the Workers continued working long hours. For  
27 example, in June, Fernando and Louise still did not receive any days off. These Workers were  
28 not paid the \$2,000 they were promised until May 2012, eight months after arriving in the US.

1 Even then, this number was well below minimum wage given the number of hours they worked.

2 55. Romar and Elmer also worked longer hours than Defendants represented to them  
3 and for substandard pay. They worked at least ten hours per day and neither received a day off  
4 during their first month of work in September 2012. They were paid only \$1,000 a month for  
5 their first six months. Defendants had promised to pay these Workers \$2,000 per month after six  
6 months, but they paid Elmer only \$1,800 per month for the next two months before his  
7 compensation increased to \$2,000 per month. Nonetheless, this number was still below minimum  
8 wage given the number of hours Elmer and Romar were working.

9 56. Armelinda and Wilfredo also worked longer hours than Defendants represented to  
10 them and for substandard pay. They worked for ten to twelve hours a day, seven days a week.  
11 Wilfredo did not get a single day off his first three weeks working for Defendants. Despite these  
12 long hours, Defendants paid Wilfredo only \$100 for his first month of work, May 2013.  
13 Beginning in June 2013, Defendants paid him \$1,000 a month for the next six months before  
14 raising his pay to \$2,000 a month. Defendants paid Armelinda \$2,000 per month from her first  
15 month onwards. Although Defendants promised to pay Wilfredo and Armelinda tips after six  
16 months, they did not receive tips until March 2014, ten months after they began work.

17 57. Recky and Ronnie also worked full-time for substandard pay. Defendants  
18 required them to work nine hours a day, six days a week. Recky and Ronnie did not get any days  
19 off for the first two weeks. They were paid only \$1,000 per month, without tips, for six months,  
20 and then were paid \$2,000 per month.

21 58. Finally, Rolando also received substandard pay. Although he worked at least 40  
22 hours per week, Defendants paid him only \$500 a month, or less than four dollars an hour at  
23 most.

24 59. When Defendants prepared to expand L'Amade French Bakery to a second  
25 location in Beverly Hills, Defendants told Ermita, Fernando, Louise, and Wilfredo that if these  
26 Workers transferred to the new location, they each would be paid an additional \$500 per month.  
27 However, Defendants never paid them the additional amount.

28 60. In addition to working long hours for low pay, Defendants routinely denied all 11

1 Workers their proper meal and rest periods. Under California law, an employer is required to  
2 provide an employee with a meal period of at least 30 minutes if the employee works for more  
3 than five hours per day and with a second meal period of at least 30 minutes if the employee  
4 works for more than ten hours per day. If the employee works no more than 12 hours, the second  
5 meal period may be waived by mutual consent of the employer and employee. An employer may  
6 require the employee to remain at the work site during the meal period only with the employee's  
7 written consent, and the meal period must be paid. Under California law, an employer is also  
8 required to provide an employee with a rest period at a minimum rate of ten minutes for each  
9 four hours worked, and insofar as practicable such rest period must be provided in the middle of  
10 each work period. Rest periods are counted as time worked and so must be paid. Defendants  
11 repeatedly failed to offer the Workers meal and rest periods of the required length and frequency.

12         61. Defendants only allowed the Workers take at most one thirty-minute meal period  
13 per day regardless of how many hours they worked, and the Workers were required to stay on  
14 site. Defendants also regularly denied the Workers any rest period for each four hours worked.  
15 Louise, for example, worked the entire month of April without a day off or meal or rest periods,  
16 and got her first meal period one day in May 2012 at 2:00 or 3:00 p.m. after having started work  
17 at 6:00 a.m. that day.

18         62. Defendants also failed to provide accurate wage statements to the Workers. Gina  
19 never received wage statements during her employment with Defendants. Ermita, Fernando, and  
20 Louise never received wage statements until L'Amade French Bakery opened in April 2012 and  
21 then only sometimes received wage statements. Rolando only started receiving wage statements  
22 in June 2014, three months after he started working. In addition, until May 2014, after  
23 Defendants were cited for California labor law violations, all the Workers who were receiving  
24 wage statements at the time received statements that underreported the number of hours they  
25 worked. On information and belief, Defendants falsified this information to avoid paying the  
26 Workers overtime and to conceal evidence that Defendants were compensating the Workers at  
27 below minimum wage.

28

**D. Harassment, Discrimination, and Threats**

63. From the time the Workers arrived in the U.S., Defendants engaged in a pattern of discrimination and harassment against them based on the Workers' race, ethnicity, ancestry, and national origin. Defendants then retaliated against the Workers for their complaints about this discrimination and their working conditions.

**1. Defendants harass and abuse the Workers.**

64. Defendants emotionally and verbally abused Gina during her employment for the Almeidas in their personal capacity and when she worked at L'Amade French Bakery. For years, Ana regularly yelled and screamed at Gina, belittled her, and humiliated her in front of other family members including Lorenzo, for whom Gina had cared for nine years and loved like a son. When Gina asked for better working conditions, Ana's verbal abuse escalated; Ana told Gina that she had no right to complain, as Gina was "nothing, a nobody." When the other Workers arrived, Ana warned them not to trust Gina in order to further isolate and emotionally injure her.

65. Defendants also subjected all the Workers to harassment and an abusive working environment at L'Amade French Bakery. Ana regularly yelled and screamed at them even though they had not done anything meriting discipline. She also regularly threatened and belittled the Workers, especially when they complained about their working conditions. For example, in one instance in in June 2012, Ana repeatedly slammed her hands on a table in the bakery and screamed that they needed her far more than she needed them. She then warned that if any of them complained any further, she would send them straight back to the Philippines and ruin their lives and those of their families. Another time, she screamed at Gina and Ermita for eating together even though she had given them permission to do so the previous day. Goncalo also was frequently rude and disrespectful when talking to the Workers. Several of them heard him say multiple times that Filipinos were "pigs" who ruined L'Amade's bathrooms whenever they used them.

66. Defendants also tried to isolate and control the Workers. Ana discouraged them from socializing and making friends with anyone else at work or in their personal lives.

1 Eventually, she attempted to forbid the Workers from even including non-Filipinos in pictures  
2 they took outside of work. Ana and Goncalo repeatedly told several of the Workers not to invite  
3 their Filipino friends to the bakery and to avoid congregating together.

4 67. Defendants also ordered the Workers not to speak Tagalog even if they were  
5 working in the kitchen, away from customers, and did not inform them of the consequences of  
6 violating the policy. Defendants once told the Workers to never speak Tagalog on bakery  
7 premises because this “was not a Filipino restaurant, it’s for white people.”

8 68. In contrast, Defendants treated the other employees politely and never yelled at or  
9 belittled them. Additionally, the Almeidas did not attempt to isolate or limit the personal lives of  
10 the other employees.

11 69. Furthermore, Defendants allowed other employees to speak with each other in  
12 other non-English languages, such as Spanish. Moreover, Goncalo spoke in Spanish to the  
13 Spanish-speaking employees.

14 **2. Defendants discriminate against the Workers.**

15 70. Defendants treated the Workers differently from non-Filipino employees in  
16 several ways: Defendants required the Workers to work longer hours for less than the minimum  
17 wage and without overtime, failed to provide the Workers with adequate meal periods; subjected  
18 them to harassment and abusive working conditions; punished them for speaking Tagalog while  
19 allowing other employees to speak in non-English languages; required the Workers to do menial  
20 tasks that non-Filipino employees in similar jobs were not required to do; and forbade the  
21 Workers from using timecards to accurately reflect all of their time worked.

22 71. As described above, at no point before DLSE began investigating Defendants for  
23 California Labor Code violations did Defendants ever pay the Workers minimum wage. They  
24 also did not pay the Workers overtime rates even though they regularly worked more than eight  
25 hours per day and forty hours per week. The non-Filipino employees received at least the  
26 minimum wage as well as overtime rates for any overtime hours. In addition, if the non-Filipino  
27 employees were asked to work on a day off, they were compensated for this time, while the  
28 Workers were not. For example, both the Workers and other non-Filipino employees of



1 Defendants were assigned to do a general cleaning of the premises on a day L’Amande French  
2 Bakery was closed every three months. The Workers were not compensated for doing this work  
3 even if it was their day off, while the non-Filipino employees were. Even after the DLSE  
4 investigation commenced, Defendants paid the Workers less than they paid non-Filipino  
5 employees doing the same work. Armelinda, for example, was not given a raise even though the  
6 other store managers were.

7       72. Defendants also forbade the Workers from using timecards to accurately reflect  
8 their time but allowed other non-Filipino employees to do so. Gina was never allowed to use a  
9 timecard from the time the bakery opened in April 2012. In October 2012 Ana removed the  
10 timecards for Ermita, Fernando, and Louise, as well as for Elmer and Romar who had since  
11 arrived. Ana also ordered Louise to destroy the Workers’ timecard records. None of the non-  
12 Filipino employees were subject to this treatment.

13       73. Defendants also marked down the Workers’ hours for purposes of calculating tips.  
14 Because Defendants’ maintained a practice of tipping employees in proportion to the number of  
15 hours’ worked, the markdown caused the Workers to earn less tip money per actual hour worked  
16 than non-Filipino employees.

17       74. As described above, Defendants denied the Workers their proper meal periods.  
18 Defendants permitted non-Filipino employees to take two thirty-minute meal periods if they  
19 worked more than eight hours per day, while the Workers were only allowed one, and usually  
20 not during peak hours.

21       75. In addition, Defendants required the Workers to do menial tasks non-Filipino  
22 employees were not required to do. When a dishwasher position opened, Defendants required  
23 Elmer, Recky, Romar, Ronnie, and Wilfredo to work in rotations washing dishes to cover the  
24 position. Defendants did not require any other employees to do this. Some Workers were  
25 required to open and close the store for fumigation every first Wednesday of the month and they  
26 were not compensated for this extra time. Defendants did not require any non-Filipino employees  
27 to perform these tasks.

28

**3. Defendants coerce the Workers by unilaterally imposing an exorbitant debt and also threatening other harm.**

76. Defendants used threats, intimidation, and misrepresentations to force the Workers to continue working for Defendants in spite of the low wages, grueling hours and abusive working conditions.

77. Ana misrepresented to some of the Workers that they were contractually obligated to work for Defendants for five years. For example, when Ermita and Fernando received their five-year visas, Ana told them that the visa meant that they were contractually obligated to work for Defendants for five years.

78. After the Workers arrived in the U.S., when they complained about the long hours and abusive working conditions, Defendants responded with threats. For example, in December 2011, when Ana heard Louise expressing a desire to return to the Philippines because of the difficult living conditions and unexpected hard labor, she flew into a rage, screaming at Ermita, Fernando, and Louise. She told them for the first time that they would have to pay back all the expenses she spent on bringing them over. This was contrary to her earlier promise that she would pay for all costs for bringing them to the US and it was not a loan. Ana later told Gina, "If [Louise] wants to go back to the Philippines, she needs to pay me the money I spent to bring her here."

79. After the Workers had either already reached the U.S. or were at the airport in the Philippines preparing to board their flight to the U.S., Defendants unilaterally imposed a fictitious debt on the Workers, claiming the Workers owed Defendants \$11,000 or more for the cost of bringing them to the US. These costs were in fact far less than \$11,000. At the time the Workers had agreed in the Philippines to work for Defendants and Defendants paid for the Workers' visa and travel expenses, Defendants had never told any of the Workers that the Workers would be obligated to repay Defendants for these expenses. To the contrary, when Defendants hired the Workers, Ana specifically told some of them that these expenses were not a loan and they would not be obligated to pay her back.

80. In July 2013, the Workers (Ermita, Fernando, Louise, Elmer, Romar, Armelinda,

1 and Wilfredo) began questioning why they were required to work more than 40 hours per week  
2 and did not get two days off per week like the other employees. The group asked Louise to  
3 discuss this with the Almeidas on behalf of the Filipino workers. When Louise did, Ana was  
4 furious and called a meeting of all the Workers. At this meeting the Almeidas yelled at the  
5 Workers and told them they should listen to her and endure the working conditions. The  
6 Almeidas threatened to punish Louise for asserting the Workers' rights by taking her to the  
7 airport and sending her back to the Philippines. Ana said that if anyone wanted to go home they  
8 could, but they would have to pay the more than \$11,000 debt Ana claimed she owed them.

9       81. At this meeting, after the Almeidas threatened to send Louise back to the  
10 Philippines, Romar questioned how they could pay back the debt Ana claimed they owed. Two  
11 days later, on July 7, Ana gave the Workers whom she previously forced to sign documents  
12 falsely indicating they owed her \$11,000 or more (Ermita, Fernando, Louise, Elmer, and Romar)  
13 a paper stating that if they worked for Defendants for three years, they would no longer owe Ana  
14 the debt she claimed they owed.

15       82. In August 2013, Ana required Wilfredo to sign a similar paper indicating he  
16 would owe her more than \$11,000 if he did not work for Defendants for three years.

17       83. Defendants also threatened Recky and Ronnie with a substantial debt if they did  
18 not comply with Defendants' exploitative working conditions. In August 2013 when they were at  
19 their departure gate at the airport ready to board their flight to the U.S., Ana told them for the  
20 first time that they owed her money and she made them sign documents written in English  
21 reflecting this debt. Ana told them the documents stated that if they did not work for Defendants  
22 for three years then they would have to pay her \$11,000 or more for the expenses she had paid to  
23 obtain their visas and airfare.

24       84. In May 2014, Ana gave Rolando a document stating that he would owe her  
25 \$11,000 unless he completed three years of employment for Defendants.

26       **E. Defendants Threaten and Intimidate the Workers to Impede the DLSE**  
27       **Investigation and to Cover Up Their Wrongdoing**

28       85. On December 3, 2013, investigators from California's Division of Labor

1 Standards Enforcement (“DLSE”) Bureau of Field Enforcement (“BOFE”) audited French  
2 Concepts and interviewed Armelinda, Ermita, Romar, and Wilfredo. Ana instructed Louise that  
3 if the investigators returned then any Workers earning less than \$1,000 per month were to leave  
4 the premises.

5 86. In January 2014 Ana ordered Louise to alter L’Amande French Bakery’s work  
6 schedules so the Workers’ scheduled hours would appear to match the payroll, which Ana had  
7 already manipulated make it appear the Workers worked fewer hours than they in fact worked.  
8 On information and belief, Defendants submitted these altered records to the DLSE.

9 87. In February 2014 Ana told several of the Workers that they were not eligible for  
10 overtime because they were exempt under FLSA.

11 88. As the DLSE continued its investigation—first by mailing the Workers a  
12 questionnaire, then by issuing citations to Defendants for violations of California labor law, and  
13 then by holding a hearing—Defendants threatened the Workers with termination, deportation,  
14 and financial ruin in the Philippines where Defendants wielded power and influence, unless the  
15 Workers cooperated with Defendants’ scheme to conceal the Workers’ illegal and abusive  
16 working conditions. When the Workers truthfully disclosed these violations, Defendants’ threats  
17 escalated.

18 **1. Defendants threaten the Workers to intimidate them against**  
19 **answering the DLSE questionnaire truthfully**

20 89. In March 2014 the DLSE mailed questionnaires to Defendants’ employees,  
21 including the Workers. The questionnaire asked about their salaries, work hours, and other facts  
22 relevant to their employment. Ana told the Workers that she would oversee them in filling out  
23 their forms.

24 90. On March 22, 2014 when Elmer and Ronnie asked whether Ana the law allowed  
25 to dictate their answers, she responded that while it might be against the law for the DLSE, it was  
26 not against the law for them as Filipinos. She screamed at them and threatened that if they did  
27 not comply with her, she would immediately cancel their visas and send them back to the  
28 Philippines. She also threatened to sue them in the Philippines.

1           91.     These threats continued and escalated at a meeting the Almeidas called for all the  
2 Workers (except Rolando who had just arrived that month) a few days after the Workers  
3 received the questionnaire. At the meeting, the Almeidas spoke with the Workers in small  
4 groups. To some of the Workers Ana again threatened to cancel their visas and send them back  
5 to the Philippines if they did not cooperate and show her their responses to the questionnaire. She  
6 reiterated to some Workers that they were exempt employees not entitled to overtime pay and  
7 stated that if Defendants did pay them hourly then their visas would be voided. Ana also told  
8 some Workers to write that from their first month working for Defendants they had been paid  
9 \$2,000 USD per month plus tips,. The Almeidas warned that if they did not comply, they would  
10 lose their jobs because the bakery would close. Defendants watched over some of the Workers as  
11 they filled out the questionnaire.

12                           **2.     Defendants threaten the Workers to intimidate them against telling**  
13                           **the truth at the DLSE hearing.**

14           92.     In May 2014 the DLSE cited French Concepts with several violations of the  
15 California Labor Code. Defendants appealed the citations so the DLSE scheduled a hearing for  
16 July 8, 2014. Defendants resumed threats and intimidation against the Workers to discourage  
17 them from telling the truth about their hours and pay to the DLSE. For example, on May 9, 2014  
18 the Almeidas told Romar and Ronnie that they would have to lie about their work hours to the  
19 Almeidas' lawyer when he questioned them, or else the bakery would close due to the DLSE  
20 penalty and all the Workers would be sent back to the Philippines. Also on May 9 Ana met with  
21 Armelinda and Louise and told them that if they did not lie then everyone would lose their jobs.  
22 On May 16, the Almeidas picked up Ermita, Romar, Wilfredo and Louise from L'Amade  
23 French Bakery one by one and brought them to the Almeidas' house to intimidate them into  
24 lying about their work conditions.

25           93.     Ana and Goncalo told Ermita that she was not allowed to testify against them.  
26 They also demanded that Ermita tell the DLSE that she had made a mistake in her previous  
27 disclosures and threatened that the DLSE was not on her side and might send her to jail. They  
28 also tried to intimidate Romar, but when Romar refused to comply, they told him they would

1 send him back to the Philippines. When he refused to lie, Ana said she would sue him in the  
2 Philippines, take everything he had, and ruin his and his family's life. A few days later she  
3 threatened to Romar that if the DLSE won their case then they would lose their visa status. Ana  
4 demanded that Wilfredo falsely report that his \$1,000 per month salary was due to him working  
5 just three days per week for six hours per day. Ana told him that that if any of the Workers  
6 fought back against the Almeidas' demands then they would lose their jobs. Finally, the  
7 Almeidas threatened Louise that if she did not lie to the DLSE, the Almeidas would send one of  
8 the Workers back to the Philippines and said that the DLSE might shut down the store and  
9 Ermita would be unable to find another job in the Philippines.

10         94. Ana again threatened Ermita on May 22 to pressure her to withhold information  
11 against L'Amade's interests. She told Ermita that if she did not lie then Goncalo would  
12 immediately close the bakery and everyone would be sent back to the Philippines. Ana  
13 threatened that in the Philippines where Ana's parents would come after Ermita and all of her  
14 savings.

15         95. On another occasion in May, Ana threatened Ermita and Louise that she would  
16 sue them in the Philippines and take everything they had "down to the last centavo."

17         96. On May 27 Ana demanded that Rolando reveal the identity of any Filipino  
18 workers who were planning to cooperate with the DLSE. Ana threatened that if anything went  
19 wrong in the legal investigation, she would send them back to the Philippines beginning with  
20 whomever arrived in the U.S. last. This made Rolando nervous because, as Ana knew, he was  
21 the most recent worker to come to the U.S. She warned Rolando that he was exempt from FLSA  
22 and thus not entitled to the benefits to which the DLSE said the Workers were entitled.

23         97. Around May 12 the Almeidas called a meeting with several of the Workers,  
24 including Armelinda, Elmer, and Recky to inform them that Defendants would reintroduce  
25 timecards for the Workers, but wanted them to falsify the records so it appeared they only  
26 worked 40-42 hours per week even when they worked longer. They gave the Workers two  
27 options: either (a) work on the clock for 8 hours per day, 5 days a week, and then also work off  
28 the clock for a 6th day; or (b) work on the clock for 6.5 hours per day, 6 days a week, and then

1 clock out and finish up any remaining work off the clock. The Workers started using timecards  
2 again on May 14, 2014. Ana again altered previous work schedules so they did show the  
3 Workers worked for more than 40-42 hours per week. Defendants Retaliate Against the Workers

4 98. On July 8, 2014, all the Workers (except Rolando who had not been contacted by  
5 DLSE) appeared at the DLSE hearing as witnesses against Defendants. The DLSE scheduled  
6 another hearing for more testimony, which was scheduled for February 10, 2015 and then  
7 rescheduled again for May 2015.

8 99. Shortly after the DLSE hearing, Defendants began issuing adverse employment  
9 write-ups against many of the Workers. None of the workers had received any write-ups before,  
10 and the Almeidas never complained of their conduct that allegedly served as the basis of the  
11 write-ups, which were pretextual and done to set the workers up for termination. All the Workers  
12 except Armelinda received at least one write-up.

13 100. In November 2014, the Workers filed individual wage claims with the DLSE.  
14 After issuing write-ups, Defendants terminated five of the Workers only a few weeks before the  
15 DLSE citation hearing scheduled for February 10, 2015 and several of the Workers' DLSE wage  
16 claim settlement conferences scheduled for February 24, 1015. Defendants terminated Louise on  
17 January 20, 2016. The alleged reason given for the termination was a picture of Louise, Ermita,  
18 Fernando, Romar, and Elmer drinking at the bakery more than two years earlier in September  
19 2012. But the alcohol was provided by Goncalo for an after-hours celebration of the bakery's  
20 opening, and other employees were also drinking in the Almeidas' presence. Defendants also  
21 threatened to call the police and report that Louise possessed company property, a USB drive  
22 which Louise used to perform her job duties, even though she had returned the USB in in  
23 February or March 2014.

24 101. Defendants then terminated Ermita, Fernando, Romar, and Elmer. The reason  
25 given for the terminations was the same picture showing drinking at the bakery two years earlier  
26 in September 2012. Defendants terminated Ermita and Fernando on January 22, 2015, Romar on  
27 January 26, and Elmer on January 28.

28

**FIRST CAUSE OF ACTION**

**The Trafficking Victims Protection Act of 2003**

**For Forced Labor under 18 U.S.C. § 1589 and Trafficking with Respect to**

**Forced Labor Under 18 U.S.C. § 1590**

**(By All Workers Except Gina Against All Defendants)**

102. The Workers<sup>1</sup> incorporate the foregoing paragraphs as if fully set forth here.

103. 18 U.S.C. § 1595 allows victims of forced labor under 18 U.S.C. § 1589 and § 1590 to recover damages and reasonable attorney’s fees, both from the perpetrators and others who knowingly benefited from the violations.

104. A victim may bring a § 1589 claim under 18 U.S.C. § 1595 against any person, including any business entity, who knowingly provides or obtains the labor or services of another person, by means of actual or threatened serious harm, including financial harm, to the victim or a third party, or by means of actual or threatened abuse of the legal process. Serious harm encompasses not only physical violence, but also more subtle psychological methods of coercion.

105. Defendants subjected the Workers to verbal threats of serious harm and engaged in a pattern of conduct amounting to such threats, including psychological coercion.

106. Defendants threatened the Workers with serious harm by, for example, insisting that they would owe Defendants at least \$11,000 unless they continued working for the Almeidas and their businesses for a certain number of years. The Workers did not believe that they would be able to repay this sum other than by working for Defendants. Defendants thus placed the Workers in a position where they could not afford to return to the Philippines, but otherwise could not legally work in the United States. The Workers were thus entirely dependent upon Defendants and would face serious harm if they attempted to resist their demands.

107. Defendants also engaged in a pattern of threats and misrepresentations calculated to make the Workers believe they would suffer this serious harm, including financial harm if

---

<sup>1</sup> For each cause of action in which it appears, “Workers” refers to the workers bringing the cause of action.



1 they attempted to resist their demands. Defendants also falsely represented to the Workers that  
2 their five year visas in fact constituted five year work contracts, falsely told the Workers that  
3 they were not entitled to the protection of wage and hour laws, threatened to ruin the Workers'  
4 and their families' lives, and discouraged the Workers from interacting with the non-Filipino  
5 employees, to isolate them and to prevent them from learning about their rights. Through these  
6 actions, the Almeidas engaged in psychological coercion, causing the Workers to feel that they  
7 had no choice but to continue to work for the Almeidas.

8         108. Defendants also subjected the Workers to verbal threats of abuse of legal process,  
9 as well as patterns of conduct amounting to such threats. Defendants caused the Workers to  
10 believe that they would suffer adverse immigration consequences, made possible by the  
11 Almeidas' manipulation of the E-2 visa process, if they failed to comply with their demands.  
12 Their legal status in the United States was dependent upon remaining employed by the Almeidas,  
13 and the Workers had no way to return to the Philippines, and had good reason to fear persecution  
14 if they did. Defendants used the Workers' lack of options as a tool to force the Workers to work  
15 illegally long hours for illegally low wages. In addition, Defendants caused the Workers to  
16 believe that if they did not comply with Defendants' demands, they would be sued in the  
17 Philippines by the Almeidas or their family, who the Workers perceived as having the ability to  
18 corrupt the Philippine justice system.

19         109. A victim may bring a § 1590 claim under 18 U.S.C. § 1595, against any person,  
20 including any business entity, who knowingly recruits, harbors, transports or obtains by any  
21 means any person for labor or services in violation of 18 U.S.C. §1589 and §1594.

22         110. Ana met with each of the Workers in the Philippines and recruited them to come  
23 work for her in the United States, arranged for their transportation to the United States and thus  
24 obtained their labor. Defendants violated 18 U.S.C. § 1590 by knowingly recruiting,  
25 transporting, and obtaining the Workers for labor and services in violation of 18 U.S.C. § 1589,  
26 as discussed above and by attempting to do so in violation of § 1594(a). On information and  
27 belief, Defendants conspired with each other to violate 18 U.S.C. §§ 1589 and 1590, in violation  
28 of 18 U.S.C. § 1594(b).



1 coercion, or equivalent conduct that would reasonably overbear the will of the person.

2 117. The Almeidas, acting in their personal capacities and as agents of the Defendants  
3 fraudulently contracted with the Workers in entering into the employment relationship and in  
4 bringing the Workers to the United States. They then used threats, intimidation, fraud, deceit and  
5 coercion to overbear the Workers' will, and to deprive them of liberty by forcing them to work  
6 long hours in poor conditions for minimal wages.

7 118. Through such actions, Defendants, acted with malice, oppression, fraud and  
8 duress, and subjected the Workers to a situation of human trafficking.

9 119. On information and belief, Defendants conspired with each other to violate  
10 California Civil Code § 52.5.

11 120. As a result, the Workers have sustained damages, including mental suffering,  
12 humiliation, emotional distress, and economic losses, entitling them to damages in an amount to  
13 be proven at trial and reasonable attorney's fees.

14 121. Defendants are liable to the Workers for treble damages and punitive damages in  
15 amounts to be proven at trial.

16 **THIRD CAUSE OF ACTION**

17 **For Violations of the Federal Racketeer Influenced and**

18 **Corrupt Organizations Act under 18 U.S.C. § 1964**

19 **(By All Workers Except Gina Against all Defendants)**

20 122. The Workers incorporate the foregoing paragraphs as if fully set forth here.

21 123. 18 U.S.C. § 1964 allows persons injured in their business or property by reason of  
22 violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), specifically 18  
23 U.S.C. § 1962, to bring suit against the persons violating the provision, and to recover three  
24 times the damages sustained, as well as the costs of the suit, including reasonable attorney's fees.

25 124. 18 U.S.C. § 1962(c) prohibits persons associated with an enterprise from  
26 conducting the affairs of the enterprise through a pattern of racketeering activity.

27 125. An "enterprise" includes any individual, partnership, corporation, association, or  
28 other legal entity, and any union or group of individuals associated in fact although not a legal

1 entity.

2           126. Each of French Concepts and French Concepts BH, both California corporations,  
3 and Baratow, LLC, a California limited liability company, constitutes an enterprise for RICO  
4 purposes. Their affairs— particularly their hiring and employment practices—were conducted  
5 through a pattern of racketeering activity.

6           127. In addition, Ana, Goncalo, French Concepts, French Concepts BH and Baratow,  
7 LLC, collectively constituted an association-in-fact enterprise that was conducted through a  
8 pattern of racketeering activity. One purpose of this ongoing business relationship was to take  
9 advantage of the cheap labor that the Almeidas, French Concepts, French Concepts BH, and  
10 Baratow have procured for themselves by abusing the E-2 visa process. The Almeidas, husband  
11 and wife and, on information and belief, managers of the several business entities, were closely  
12 associated with each other and with the entities and pursued their illegal purpose over the course  
13 of several years.

14           128. 18 U.S.C. § 1961(1) defines “racketeering activity” to include violations of 18  
15 U.S.C. § 1589 (prohibiting forced labor), 18 U.S.C. § 1590 (prohibiting trafficking with respect  
16 to forced labor) 18 U.S.C. § 1546 (prohibiting making or presenting material false statements in  
17 documents required by the immigration laws or regulations) and 18 U.S.C. § 1351 (prohibiting  
18 fraud in foreign labor contracting).

19           129. The Workers incorporate the allegations of paragraphs 102 through 113 here.  
20 Defendants’ violations of 18 U.S.C. § 1589 and § 1590 constitute racketeering activities.

21           130. 18 U.S.C. § 1546 imposes criminal penalties on anyone who knowingly makes or  
22 subscribes as true, any false statement with respect to a material fact in any application, affidavit,  
23 or other document required by the immigration laws, or knowingly presents any such  
24 application, affidavit, or other document which contains any such false statement or which fails  
25 to contain any reasonable basis in law or fact.

26           131. On information and belief, Ana or Goncalo Almeida, acting as an officer of  
27 French Concepts, signed a DS-156e form and submitted such form to the U.S. Embassy. On  
28 information and belief, this form falsely stated the Workers’ salaries would be more than Ana

1 orally promised the Workers, and significantly more than Defendants intended to pay the  
2 Workers, and significantly more than the Workers were ultimately paid. In addition, this form  
3 stated the Workers would be employed as managers, supervisors, or specialists. In reality,  
4 Defendants assigned some of the Workers to non-specialist positions, and all of the workers  
5 engaged in non-specialized tasks as a substantial part of their job duties.

6 132. Ana filled out the Workers' DS-160s and entered false statements regarding their  
7 salaries. In 2011, Ana completed Ermita, Fernando, and Louise's applications. In 2012, Ana  
8 completed the applications for the other Workers (Armelinda, Elmer, Recky, Romar, Ronnie,  
9 Rolando, and Wilfredo).

10 133. Ana thus knowingly made false statements of material fact in documents required  
11 by the immigration laws, and presented such documents to the Embassy, violating 18 U.S.C. §  
12 1546, and thus engaging in racketeering activity.

13 134. 18 U.S.C. § 1351 prohibits fraud in foreign labor contracting, defined as  
14 knowingly, and with intent to defraud, recruiting, soliciting or hiring a person outside the United  
15 States for purposes of employment in the United States or causing another person to recruit,  
16 solicit, or hire a person outside the United States, or attempts to do so, by means of materially  
17 false or fraudulent pretenses, representations or promises regarding that employment.

18 135. The Almeidas solicited and recruited the Workers in the Philippines by means of  
19 one or more materially false or fraudulent pretenses, representations, or promises regarding  
20 working conditions and wages, including false representations as to the type of work the  
21 Workers would engage in and the amounts of money they could expect to earn. The Almeidas  
22 acted knowingly and with intent to defraud, violating 18 U.S.C. § 1351, and thus engaging in  
23 racketeering activity.

24 136. A "pattern" of racketeering activity exists when at least two related acts of  
25 racketeering activity take place within a ten year period.

26 137. The Almeidas committed multiple related acts of racketeering activity starting in  
27 March 2011, including fraudulently contracting with the Workers for employment in the U.S.  
28 and bringing them from the Philippines in multiple groups, committing visa fraud with regards to

1 each Worker, and engaging in forced labor by means of threats of serious harm to obtain the  
2 Workers' service.

3 138. As a result, the Workers have suffered injury and damages, including lost wages.

4 139. Defendants are liable to the Workers for treble damages in amounts to be proven  
5 at trial, and reasonable attorney's fees.

6 **FOURTH CAUSE OF ACTION**

7 **For Discrimination under the Fair Employment and**

8 **Housing Act, Cal. Govt. Code § 12940**

9 **(By All Workers Except Gina Against All Defendants)**

10 140. The Workers incorporate the foregoing paragraphs as if fully set forth here.

11 141. The Fair Employment and Housing Act, Cal. Govt. Code §§ 12900-12996  
12 ("FEHA"), prohibits discrimination in employment on the basis of national origin. Specifically,  
13 Cal. Govt. Code § 12940 prohibits an employer from discriminating against any employee in  
14 compensation, or in terms, conditions, or privileges of employment on the basis of national  
15 origin.

16 142. French Concepts and French Concepts BH were, at all relevant times, subject to  
17 FEHA, including the anti-discrimination provisions thereof.

18 143. The Workers were all of Filipino national origin, a protected class and were all  
19 qualified for the jobs for which they were hired. However, the Workers were frequently paid less  
20 than minimum wage, denied, partially and in some cases entirely, the opportunity to share in tips  
21 paid by customers, compelled to work well in excess of forty hours per week without overtime  
22 pay, forced to complete job duties outside of those stated in their employment contracts, denied  
23 meal periods required by law, and were forced to destroy or not keep timecards to hide evidence  
24 of their employer's violations. Other employees who were not of the Filipino national origin did  
25 not suffer equivalent adverse actions.

26 144. Through such actions, French Concepts and French Concepts BH have violated  
27 Cal. Govt. Code § 12940.

28 145. As a direct and proximate result of these actions, the Workers have sustained

1 damages, including lost wages, mental suffering, humiliation, emotional distress, and economic  
2 losses, entitling them to damages in an amount to be proven at trial and reasonable attorney's  
3 fees. Moreover, Defendants' conduct was willful, exploitative and malicious, and punitive  
4 damages are warranted.

5 146. Within the time provided under FEHA, the Workers filed complaints against  
6 French Concepts and French Concepts BH with the Department of Fair Employment and  
7 Housing alleging disparate treatment as compared to non-Filipino workers, harassment, illegal  
8 language restrictions and retaliation. Also within the time provided, the Workers received right-  
9 to-sue letters. Attached to this complaint, and incorporated into the complaint by reference as  
10 Exhibit "A," are true and correct copies of the charges filed and true and correct copies of the  
11 right-to-sue notices received by the Workers.

12 **FIFTH CAUSE OF ACTION**

13 **For Unlawful Restrictions on the Use of a Language under**

14 **FEHA, Cal. Govt. Code § 12951(a)**

15 **(By All Workers Except Gina Against All Defendants)**

16 147. The Workers incorporate the foregoing paragraphs as if fully set forth here.

17 148. Cal Govt. Code § 12951(a) prohibits an employer from adopting a restriction on  
18 the use of any language in the workplace, unless the restriction is justified by a business  
19 necessity and the employer has notified its employees of the circumstances and the time when  
20 the restriction is to be observed, and of the consequences for violating the restriction.

21 149. Defendants prevented the Workers from speaking Tagalog while on duty, while  
22 allowing other employees to converse with each other in other non-English languages. There was  
23 no business necessity for the Tagalog restriction, which applied even when no customers were  
24 present and even to conversations involving only Tagalog-speaking employees in the kitchen.  
25 The Workers were not notified of the circumstances and the time when the Tagalog restriction  
26 was to be observed, or of the consequences for violating the restriction.

27 150. Through such actions, Defendants have violated Cal. Govt. Code § 12951.

28 151. As a direct and proximate result of these actions, the Workers have sustained

1 damages, including mental suffering, humiliation and emotional distress, entitling them to  
2 damages in an amount to be proven at trial and reasonable attorney's fees. Moreover,  
3 Defendants' conduct was willful, exploitative and malicious, and punitive damages are  
4 warranted.

5 **SIXTH CAUSE OF ACTION**

6 **For Unlawful Harassment under FEHA, Cal. Govt. Code § 12940(j)**

7 **(By All Workers Except Gina Against All Defendants)**

8 152. The Workers incorporate the foregoing paragraphs as if fully set forth here.

9 153. Cal Govt. Code § 12940(j) prohibits an employer from unlawfully harassing  
10 employees. Individual supervisors who engage in harassment against employees can also be held  
11 personally liable.

12 154. Defendants violated Cal. Govt. Code § 12940(j) by harassing the Workers based  
13 on their Filipino national origin. They consistently belittled, humiliated, and socially isolated the  
14 Workers, but did not subject non-Filipino employees to the same treatment. The Almeidas made  
15 derogatory statements about Filipinos to the Workers and in their presence, claiming that  
16 L'Amade French Bakery was "not a restaurant for Filipinos but for white people," and referring  
17 to the Filipinos workers as "pigs." Defendants also subjected the Workers to a restrictive  
18 language policy whereby they were not allowed to speak their native Tagalog despite the fact  
19 that most of the workers spoke little English. The Workers were offended by this conduct. The  
20 treatment was sufficiently pervasive to alter the conditions of the Workers' employment and to  
21 interfere with their psychological well-being.

22 155. Through their agents' actions, French Concepts Inc. and French Concepts BH  
23 have also violated Cal. Govt. Code § 12940(j).

24 156. As a direct and proximate result of these actions, the Workers have sustained  
25 damages, including mental suffering, humiliation and emotional distress, entitling them to  
26 damages in an amount to be proven at trial and reasonable attorney's fees. Moreover,  
27 Defendants' conduct was willful, exploitative and malicious, and punitive damages are  
28 warranted.



**SEVENTH CAUSE OF ACTION**

**For Retaliation for Activities protected under FEHA, , Cal. Govt. Code § 12940 et. seq.  
(By All Workers Except Gina, Recky, Ronnie and Rolando Against All Defendants)**

157. The Workers incorporate the foregoing paragraphs as if fully set forth here.

158. Cal Govt. Code § 12940 et seq. prohibits an employer from retaliating against an employee because the employee has opposed any practices forbidden under FEHA or has filed a complaint, testified, or assisted in any proceeding related to FEHA.

159. The Workers complained to the Almeidas about being treated differently from non-Filipino employees with regards to overtime and holidays.

160. Defendants took retaliatory adverse employment actions against Louise, Ermita, Fernando, Romar, and Elmer by issuing them write-ups and by terminating their employment in January 2015 for stated reasons that were pretextual, against Armie by denying her a raise granted to the other managers, against Wilfredo by issuing him a write-up, and against Louise by threatening to send her back to the Philippines.

161. As a direct and proximate result of these actions, the Workers have sustained damages, including lost wages, mental suffering, humiliation and emotional distress, entitling them to damages in an amount to be proven at trial and reasonable attorney's fees. Moreover, Defendants' conduct was willful, exploitative and malicious, and punitive damages are warranted.

**EIGHTH CAUSE OF ACTION**

**For Racial, Ethnic and Ancestry Discrimination under 42 U.S.C. § 1981**

**(By All Workers Against All Defendants)**

162. The Workers incorporate the foregoing paragraphs as if fully set forth here.

163. 42 U.S.C. § 1981 prohibits intentional racial, ethnic and ancestry-based discrimination in the making and enforcement of contracts, including employment contracts.

164. The Workers were all of Filipino race, ethnicity and ancestry, and thus members of a protected class, and were all qualified for the jobs for which they were hired. However, the Workers were frequently paid less than minimum wage, compelled to work well in excess of

1 forty hours per week without overtime pay, forced to complete job duties outside of those stated  
2 in their employment contracts, not provided meal periods as required by law, and were forced to  
3 destroy or not keep timecards to hide evidence of their employer's violations. Other employees  
4 who were not of the Filipino race, ethnicity or ancestry did not suffer equivalent adverse actions.  
5 Defendants enacted the discriminatory scheme with purposeful intent to discriminate against the  
6 Filipino employees.

7 165. Through such actions, Defendants, acting individually and in concert, have  
8 violated § 1981. Defendants acted with malice and reckless indifference to the Workers'  
9 federally protected rights.

10 166. As a direct and proximate result of these actions, the Workers have sustained  
11 damages, including lost wages, mental suffering, humiliation and emotional distress, entitling  
12 them to damages in an amount to be proven at trial and reasonable attorney's fees. Moreover,  
13 Defendants' conduct was willful, exploitative and malicious, and punitive damages are  
14 warranted.

15 **NINTH CAUSE OF ACTION**

16 **For Harassment on the Basis of Race, Ethnicity, and Ancestry under 42 U.S.C. § 1981**

17 **(By All Workers Except Gina Against All Defendants)**

18 167. The Workers incorporate the foregoing paragraphs as if fully set forth here.

19 168. 42 U.S.C. 1981 prohibits workplace harassment on the basis of race, ethnicity or  
20 ancestry, prohibiting unwelcome verbal and physical conduct of a racial nature.

21 169. Defendants violated § 1981 by harassing the Workers based on their Filipino race,  
22 ethnicity and ancestry. They consistently belittled, humiliated, and socially isolated the Workers,  
23 but did not subject non-Filipino employees to the same treatment. The Almeidas made  
24 derogatory statements about Filipinos to the Workers and in their presence, claiming that  
25 L'Amade French Bakery was "not a restaurant for Filipinos but for white people," and referring  
26 to the Filipinos workers as "pigs." Defendants also subjected the Workers to a restrictive  
27 language policy whereby they were not allowed to speak their native Tagalog despite the fact  
28 that most of the workers spoke little English. The Workers were offended by this conduct. The

1 treatment was sufficiently pervasive to alter the conditions of the Workers' employment and to  
2 interfere with their psychological well-being.

3 170. As a direct and proximate result of these actions, the Workers have sustained  
4 damages, including mental suffering, humiliation and emotional distress, entitling them to  
5 damages in an amount to be proven at trial and reasonable attorney's fees. Moreover, Defendants  
6 acted with malice and reckless indifference to the Workers' federally protected rights, and  
7 punitive damages are warranted.

8 **TENTH CAUSE OF ACTION**

9 **For Retaliation for Activities Protected under 42 U.S.C. § 1981**

10 **(By All Workers Except Gina, Recky, Ronnie, and Rolando**

11 **Against All Defendants)**

12 171. The Workers incorporate the foregoing paragraphs as if fully set forth here.

13 172. 42 U.S.C. § 1981 prohibits retaliation by an employer against an employee for  
14 complaining to the employer about workplace discrimination prohibited by § 1981.

15 173. The Workers complained to the Almeidas about being treated differently from  
16 non-Filipino employees with regards to overtime and holidays.

17 174. Defendants took retaliatory adverse employment actions against Louise, Ermita,  
18 Fernando, Romar, and Elmer by issuing them write-ups and terminating their employment in  
19 January 2015 for stated reasons that were pretextual, against Armie by denying her a raise  
20 granted to the other managers, against Wilfredo by issuing him a write-up and against Louise by  
21 threatening to send her back to the Philippines

22 175. As a direct and proximate result of these actions, the Workers have sustained  
23 damages, including lost wages, mental suffering, humiliation and emotional distress, entitling  
24 them to damages in an amount to be proven at trial and reasonable attorney's fees. Moreover,  
25 Defendants acted with malice and reckless indifference to the Workers' federally protected  
26 rights, and punitive damages are warranted.

**ELEVENTH CAUSE OF ACTION**

**For Failure to Pay Minimum Wage Under California**

**Labor Code Sections 1194, 1194.2 and 1197 and IWC Wage Order No. 5**

**(By All Workers Against All Defendants)**

176. The Workers incorporate the foregoing paragraphs as if fully set forth here.

177. California Labor Code § 1197 establishes the right of employees to be paid minimum wages for their work, in amounts set by state law. Prior to 2013, § 1182.12 provided that the minimum wage in California was eight dollars per hour. In 2013, § 1182.12 was amended to provide that, effective July 1, 2014, the minimum wage be raised to nine dollars per hour.

178. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage may recover the unpaid balance together with attorneys' fees and costs of suit as well as liquidated damages in an amount equal to the minimum wages unpaid and interest on those amounts.

179. From September 2009 until August 2012, the Almeidas employed Gina, paying her significantly less than the minimum wage for the hours that she worked.

180. From September 2011 until at least May 2014, Defendants paid each of the Workers significantly less than the minimum wage for the hours they worked.

181. Under California's wage and hour laws, both the entity that officially employs a worker and any party that controls the employment relationship ( including the owner of a business that directly or indirectly employs or exercises control over the wages, hours, or working conditions of a worker) is considered an "employer."

182. The Almeidas were the owner-operators of the restaurants and exercised personal control over the wages and hours of the Workers.

183. Defendants were aware of, or should have been aware of, the requirement to pay the Workers the statutorily defined minimum wage for their labor and their failure to pay the minimum wage was willful.

184. As a direct and proximate result of these actions, the Workers have sustained

1 damages, including lost wages, entitling them to damages in an amount to be proven at trial and  
2 reasonable attorney's fees, and all appropriate penalties provided by the Labor Code, including  
3 liquidated damages.

4 **TWELFTH CAUSE OF ACTION**

5 **For Failure to Pay Overtime Wages Under California Labor**  
6 **Code Sections 510(a), 1194 and 1198 and IWC Wage Order Nos. 5 and 15**

7 **(By All Workers Against All Defendants)**

8 185. California Labor Code § 510(a) entitles employees generally, and IWC Wage  
9 Order No. 5 entitle restaurant, cafeteria and other "public-housekeeping" employees, to one-and-  
10 a-half times their regular wage rate for hours worked in excess of eight hours per day (or forty  
11 hours per week) and twice their regular rate for hours worked in excess of twelve hours per day  
12 or in excess of eight hours per day on the seventh day of a workweek.

13 186. Labor Code § 1198 and IWC Wage Order No. 15 provide for overtime payments  
14 to domestic service "live-in" employees in California who are not "personal attendants."  
15 Employees, like Gina, who spend more than 20% of their time engaged in activities other than  
16 taking care of a child or person requiring supervision, are not personal attendants. IWC Wage  
17 Order No. 15 provides that such workers shall not be employed more than nine hours in any  
18 workday for the first five workdays in a work week unless they receive additional compensation  
19 beyond their regular wages in amounts specified by law. Such an employee is entitled to  
20 overtime pay at a rate of one and one-half times her regular rate for all hours worked in excess of  
21 nine during the first five workdays. For the first nine hours worked on the sixth and seventh days  
22 of the work week, the employee is entitled to be paid one and one-half times her regular rate. For  
23 the remaining hours worked on the sixth and seventh days, the employee is entitled to be paid at  
24 double her regular rate.

25 187. Labor Code §§ 1194(a) provides that an employee who has not been paid the legal  
26 overtime pay may recover from his employer the unpaid balance together with attorneys' fees,  
27 costs of suit and interest on those amounts.

28 188. From September 2011 until at least May 2014, Defendants failed to pay the

1 Workers the significant overtime wages they were entitled to under Labor Code § 510(a) and  
2 IWC Wage Order No. 5.

3 189. From September 2009 until August 2012, the entire term of Gina’s employment  
4 with the Almeidas, the Almeidas failed to pay Gina overtime wages she was entitled to under  
5 Labor Code § 1198 and IWC Wage Order Nos. 5 and 15

6 190. Under California’s wage and hour laws, both the entity that officially employs a  
7 worker and any party that controls the employment relationship ( including the owner of a  
8 business that directly or indirectly employs or exercises control over the wages, hours, or  
9 working conditions of a worker) is considered an “employer.”

10 191. The Almeidas were the owner-operators of the restaurants and exercised personal  
11 control over the wages and hours of the Workers.

12 192. Defendants were aware of, or should have been aware of, the requirement to pay  
13 the Workers the statutorily defined minimum wage for their labor and their failure to pay the  
14 minimum wage was willful.

15 193. As a direct and proximate result of these actions, the Workers have sustained  
16 damages, including lost wages, entitling them to damages in an amount to be proven at trial and  
17 reasonable attorney’s fees, and all appropriate penalties provided by the Labor Code.

18 **THIRTEENTH CAUSE OF ACTION**

19 **For Failure to Pay Minimum Wage Under the Fair**

20 **Labor Standards Act, 29 U.S.C. § 206(a)(1) and § 206(f)**

21 **(By All Workers Against All Defendants)**

22 194. The Workers incorporate the foregoing paragraphs as if fully set forth here.

23 195. 29 U.S.C. § 206(a) and § 206(f), sections of the Fair Labor Standard Act  
24 (“FLSA”), establish a Federal minimum wage of \$7.25 per hour for all relevant periods,  
25 including for workers in domestic service, such as Gina. 29 U.S.C. § 218 provides that an  
26 employer is required to pay the greater of the applicable state or federal minimum wage. Prior to  
27 2013, California Labor Code § 1182.12 provided that the minimum wage in California was eight  
28 dollars per hour. In 2013, § 1182.12 was amended to provide that, effective July 1, 2014, the

1 minimum wage be raised to nine dollars per hour. Thus Defendants were at all times required to  
2 pay the Workers the applicable California minimum wage.

3 196. 29 U.S.C. § 216(b) provides that an employer who fails to pay employees the  
4 minimum wages or overtime required under the FLSA, is liable to such employees for their  
5 unpaid minimum wages or overtime, plus an additional equal amount in liquidated damages.

6 197. Defendants employed the Workers and the Almeidas employed Gina within the  
7 meaning of FLSA. For FLSA purposes, a corporate officer with operational control of a  
8 corporation's enterprise, as well as any individual with ultimate day-to-day control operations of  
9 a business or directing such business's employment practices, is an employer along with the  
10 corporation, and is jointly and severally liable under the FLSA for unpaid wages.

11 198. On information and belief, Goncalo was, at all relevant times, president of French  
12 Concepts and French Concepts BH, and Ana was also in day-to-day control of the business and  
13 directed its employment practices.

14 199. From September 2011 until at least May 2014, Defendants paid each of the  
15 Workers significantly less than the greater of the state or federal minimum wage for the hours  
16 they worked.

17 200. From September 2009 until August 2012, the Almeidas paid Gina significantly  
18 less than the greater of the state or federal minimum wage minimum wage for the hours that she  
19 worked.

20 201. Defendants were aware of, or should have been aware of, the requirement to pay  
21 the Workers the statutorily defined minimum wage for their labor and their failure to pay the  
22 minimum wage was willful.

23 202. As a direct and proximate result of these actions, the Workers have sustained  
24 damages, including lost wages, entitling them to recover their unpaid wages, an additional equal  
25 amount in liquidated damages, and costs and reasonable attorney's fees in amounts to be proven  
26 at trial, and such further relief as the court deems proper.

27

28

**FOURTEENTH CAUSE OF ACTION**

**For Failure to Pay Overtime Under the Fair Labor Standards Act, 29 U.S.C. § 207(a)**

**(By All Workers Against All Defendants)**

203. 29 U.S.C. § 207(a) requires an employer to pay workers at a rate not less than one and one-half times the higher of their regular rate and the statutory minimum wage for all hours worked in excess of forty hours per week.

204. 29 U.S.C. § 216(b) provides that an employer who fails to pay employees the minimum wages or overtime required under the FLSA, is liable to such employees for their unpaid minimum wages or overtime, plus an additional equal amount in liquidated damages.

205. From September 2011 until at least May 2014, Defendants failed to pay the Workers the significant overtime wages they were entitled to under Labor Code 29 U.S.C. § 207(a).

206. Defendants were aware of, or should have been aware of, the requirement to pay the Workers the statutorily required overtime pay for their labor and their failure to make such payments was willful.

207. As a direct and proximate result of these actions, the Workers have sustained damages, including lost wages, entitling them to recover their unpaid overtime, an additional equal amount in liquidated damages, and costs and reasonable attorney's fees in amounts to be proven at trial, and such further relief as the court deems proper.

**FIFTEENTH CAUSE OF ACTION**

**For Failure to Provide Meal and Rest Periods Under California Labor Code § 226.7**

**(By All Workers Against All Defendants)**

208. The Workers incorporate the foregoing paragraphs as if fully set forth here.

209. California Labor Code § 226.7 and applicable IWC Wage Orders require employers to permit their employees to take specified, paid rest breaks and unpaid meal periods. § 226.7 imposes statutory damages on employers who violate these provisions. Courts have recognized the right of employees to sue their employer in state court for violations of § 226.7, characterizing § 226.7 claims as a kind of wage claims.





1 discloses (or an employer believes that the employee disclosed or may disclose) information that  
2 the employee has reasonable cause to believe reveals a violation of any state or federal statute,  
3 rule, or regulation. It is also protected activity when an employee refuses to participate in an  
4 activity that would result in a violation of state or federal statute, or a violation of, or  
5 noncompliance with, a local, state, or federal rule or regulation.

6 218. The Workers disclosed, and Defendants believed that the Workers had, or would,  
7 disclose information regarding Defendants' willful violations of the law, including, for example,  
8 their failure to pay minimum wages and overtime or to provide required rest breaks to the DLSE.  
9 The Workers also refused to participate in Defendants' attempt to violate state law by obstructing  
10 the DLSE investigation. In direct response to such protected activity, Defendants threatened to  
11 cancel the Workers' visas and send them back to the Philippines, constituting a threat of  
12 discharge. Defendants took retaliatory adverse employment actions against Louise, Ermita,  
13 Fernando, Romar, and Elmer by issuing them write-ups, and by terminating their employment in  
14 January 2015 for stated reasons that were pretextual. Defendants took retaliatory adverse  
15 employment actions against Wilfredo, Recky, and Ronnie by issuing them write-ups in the  
16 months following their testimony at the DLSE hearing.

17 219. As a direct and proximate result of these actions, the Workers have sustained  
18 damages, including mental suffering, humiliation and emotional distress, entitling them to  
19 damages in an amount to be proven at trial, reasonable attorney's fees and a civil penalty of  
20 \$10,000 per violation.

21 **EIGHTEENTH CAUSE OF ACTION**

22 **For Retaliation for Protected Activity under the California**

23 **Labor Code § 98.6 Retaliation Provision**

24 **(By All Workers Except Gina Against All Defendants)**

25 220. The Workers incorporate the foregoing paragraphs as if fully set forth here.

26 221. California Labor Code § 98.6 prohibits retaliation, discrimination and adverse  
27 actions in response to certain protected conduct. It is protected conduct under § 98.6 if any  
28 employee institutes, or causes to be instituted, any proceeding under, or relating to, his or her

1 rights under the jurisdiction of the labor commissioner, complains that he or she is owed unpaid  
2 wages, or exercises any rights afforded him or her by the Labor Code. Prohibited responses  
3 under § 98.6 include discharge, threat of discharge, retaliation, adverse actions, or any other  
4 manner of discrimination in the terms and conditions of employment.

5 222. Under Labor Code § 98.6(b)(1), plaintiffs are entitled to recovery in the form of  
6 reimbursement for lost wages and work benefits caused by those acts of the employer. In  
7 addition, an employer that violates this provision is liable for a civil penalty not to exceed  
8 \$10,000 per employee for each violation.

9 223. The Workers engaged in rights protected by the Labor Code, including §  
10 1102.5(a), for disclosing information to the DLSE regarding Defendants' Labor Code violations  
11 and assisting in the DLSE's investigation. The Workers also filed individual complaints with the  
12 DLSE. In direct response to such protected activity, Defendants threatened to cancel the  
13 Workers' visas and send them back to the Philippines, constituting a threat of discharge.

14 224. Defendants took retaliatory adverse employment actions against Louise, Ermita,  
15 Fernando, Romar, and Elmer by issuing them write-ups and by, in January 2015, terminating  
16 their employment for stated reasons that were pretextual, against Armie by denying her a raise  
17 granted to the other managers, and against Wilfredo, Recky, and Ronnie by issuing them write-  
18 ups.

19 225. As a direct and proximate result of these actions, the Workers have sustained  
20 damages, including mental suffering, humiliation and emotional distress, entitling them to  
21 damages in an amount to be proven at trial, reasonable attorney's fees and a civil penalty of  
22 \$10,000 per violation.

23 **NINETEENTH CAUSE OF ACTION**

24 **For Wrongful Discharge in Violation of Public Policy**

25 **(By Louise, Ermita, Fernando, Elmer, and Romar Against**

26 **All Defendants)**

27 226. The Workers incorporate the foregoing paragraphs as if fully set forth here.

28 227. Louise, Fernando, Ermita, Elmer, and Romar engaged in conduct protected by a



1 Code violations and assisting in the DLSE' s investigation. The Workers also filed individual  
2 complaints with the DLSE. Within 90 days of filing these complaints, in direct response to such  
3 protected activity, Defendants threatened to cancel the Workers' visas and send them back to the  
4 Philippines. On information and belief, Defendants threatened to contact immigration authorities  
5 by threatening to cancel the visas. In so doing, with the express purpose of retaliating against the  
6 Workers, Defendants engaged in unfair immigration-related practices.

7 234. After terminating Louise, Ermita, Fernando, Elmer, and Romar, Defendants,  
8 threatened to call immigration authorities and report them. These acts were in direct response to  
9 the Workers' cooperation with the DLSE.

10 235. As a direct and proximate result of these actions, the Workers have sustained  
11 damages, including lost wages, mental suffering, humiliation and emotional distress, entitling  
12 them to damages in an amount to be proven at trial and reasonable attorney's fees.

13  
14 **TWENTY-FIRST CAUSE OF ACTION**

15 **For Solicitation of Employee Through Misrepresentation Under**

16 **California Labor Code Sections 970 and 972**

17 **(By Ermita, Louise, Wilfredo and Fernando Against All Defendants)**

18 236. The Workers incorporate the foregoing paragraphs as if fully set forth here.

19 237. California Labor Code § 970 prohibits any person from influencing, persuading,  
20 or engaging any person to change from one place to another in the state for the purpose of  
21 working in any branch of labor, by means of knowingly false representations, concerning the  
22 compensation to be paid for such work.

23 238. California Labor Code § 972 provides a private right of action for victims of  
24 violations of § 970 and allows for double damages—including emotional damages—resulting  
25 from such misrepresentations.

26 239. Defendants influenced and persuaded Ermita, Louise, and Fernand to relocate  
27 from Torrance, California to Beverly Hills California, by promising \$500 in additional monthly  
28 compensation to each of these Workers if they completed such move. None of these Workers

1 ever received this promised increased compensation. On information and belief, Defendants  
2 acted fraudulently and with malice in falsely promising the Workers such compensation and then  
3 failing to ever pay it.

4 240. As a direct and proximate result of these actions, the Workers have sustained  
5 damages, including lost wages, mental suffering, humiliation and emotional distress, entitling  
6 them to damages in an amount to be proven at trial equal to twice the amount of the actual  
7 damages due to such misrepresentations plus punitive damages.

8 **TWENTY-SECOND CAUSE OF ACTION**

9 **For Waiting Time Penalties Under California Labor Code Section 203**

10 **(By Gina, Louise, Ermita, Fernando, Romar, and Elmer Against All Defendants)**

11 241. The Workers incorporate the foregoing paragraphs as if fully set forth here.

12 242. California Labor Code § 203 provides that if an employer willfully fails to pay  
13 any wages of an employee who is discharged or who quits, the wages of the employee shall  
14 continue as a penalty from the date of the termination of employment until the wages are paid,  
15 for up to thirty days.

16 243. From the time of Gina's arrival in September 2009, until at least August 2012,  
17 Defendants refused and failed to pay Plaintiffs the minimum wages and overtime compensation  
18 required by law as set forth in the Labor Code and in the applicable IWC Wage Orders. From the  
19 time of the first Workers arrival until at least May 2014, Defendants refused and failed to  
20 provide Plaintiffs with statutory compensation for missed meal and rest periods as required by  
21 the Labor Code and the applicable IWC Wage Orders.

22 244. Defendants did not pay Plaintiffs all wages owed to them at the time their  
23 employment was terminated, thereby entitling Plaintiffs to recover waiting time penalties equal  
24 to thirty days' pay pursuant to Labor Code section 203.

25 245. By virtue of Defendants' unlawful failure and refusal to pay to Plaintiffs wages  
26 when due as required by law, Defendants are liable to Plaintiffs in amounts to be proven at trial,  
27 and Plaintiffs are entitled to all appropriate penalties provided by the Labor Code and the  
28 relevant IWC Wage Orders.

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

**TWENTY-THIRD CAUSE OF ACTION**

**For Intentional Infliction of Emotional Distress**

**(By All Workers Except Gina and Rolando Against All Defendants)**

246. The Workers incorporate the foregoing paragraphs as if fully set forth here.

247. Defendants engaged in outrageous conduct towards the Workers, with the intention of causing, or with reckless disregard for the probability of causing, the Workers to suffer severe emotional distress. To the extent that such outrageous conduct was perpetrated by certain Defendants, the remaining Defendants adopted and ratified the conduct with a wanton and reckless disregard of the deleterious consequences to the Workers. This outrageous conduct far exceeded the risks inherent in a normal employment relationship, and included the use of threats, intimidation, fraud, deceit or coercion to overbear Workers' will, to make them travel from their homes overseas, to deprive them of personal liberty, and to force them to work for below minimum wage. For example, certain of the Workers lived in substandard conditions, sleeping three in a laundry room between three people for over three months. Defendants conduct constitutes a violation of the fundamental public policy of this state, including as set forth in California Civil Code section 52.5.

248. As a direct and proximate result of these actions, the Workers have sustained damages, including lost wages, mental suffering, humiliation and emotional distress, entitling them to damages in an amount to be proven at trial. Defendants committed these acts maliciously, fraudulently, and oppressively, with the wrongful intention of injuring the Workers, from an improper and evil motive amounting to malice, and in conscious disregard of the Workers' rights. The Workers are thus entitled to recover punitive damages from Defendants in an amount to be proven at trial.

**TWENTY-FOURTH CAUSE OF ACTION**

**For Negligence**

**(By All Workers Except Gina Against All Defendants)**

249. The Workers incorporate the foregoing paragraphs as if fully set forth here.

250. Defendants stood in a special relationship to the Workers, based on the facts

1 alleged in this Complaint, including but not limited to the following: Defendants contracted with  
2 each of the Workers for their employment in their bakeries; Defendants or their agents arranged  
3 and paid for the Workers travel to the United States; Defendants procured the Workers' presence  
4 in the United States on fraudulent pretenses; Ermita, Louise, and Fernando lived in the  
5 Almeida's home at their invitation and insistence; the Almeida's knew the Workers spoke little  
6 English (and that most some spoke no English at all) and had no familiarity with the customs,  
7 culture, society or laws of the United States at the time they brought them from the Philippines,  
8 and Defendants, on information and belief, knew at the time they brought Workers to the United  
9 States that they had no money for return airfare and no other means of earning money in the  
10 United States.

11       251. The California Labor Code imposes duties on employers, including the duty to  
12 allow an employee one day's rest in seven under Labor Code §§ 551 and 552, and "[t]o do every  
13 other thing reasonably necessary to protect the life, safety, and health of employees."

14       252. By virtue of the relationship described above and Defendants' position as the  
15 Workers employers, Defendants' duty of reasonable care toward the Workers under the  
16 circumstances included but was not limited to: (1) a duty to provide reasonable accommodations  
17 and a safe working and living environment; (2) a duty of reasonable care under the  
18 circumstances to protect the Workers' emotional state; (3) a duty to allow the Workers one day  
19 in seven to rest from their work; and ( 4) a duty to ensure the Workers were informed of their  
20 rights as employees under the laws of the United States and the State of California. On the basis  
21 of the facts alleged in this Complaint, Defendants assumed a duty of care to the Workers beyond  
22 that owed to the public in general, including but not limited to the duties listed above.

23       253. Defendants breached these duties owed the Workers by the acts and omissions  
24 alleged in this Complaint, including but not limited to subjecting Plaintiffs to threats and abuse  
25 and the failure to allow the Workers one day's rest in seven.

26       254. As a direct and proximate result of these actions, the Workers have sustained  
27 damages, including serious and severe mental suffering, humiliation and emotional distress,  
28 entitling them to damages in an amount to be proven at trial.



**TWENTY-FIFTH CAUSE OF ACTION**

**For Negligence Per Se**

**(By All Workers Except Gina Against All Defendants)**

1  
2  
3  
4 255. The Workers incorporate the foregoing paragraphs as if fully set forth here.

5 256. The services provided by the Workers to Defendants were performed under  
6 conditions that violated the FLSA, 48 U.S.C. § 1981, 18 U.S.C. § 1589 et. seq., California Civil  
7 Code § 52.5 and provisions of the California Labor Code and the IWC Wage Orders as alleged in  
8 this Complaint. Defendants knew, or reasonably should have known, of these and ongoing  
9 violations, yet did and have done nothing to alleviate, investigate, remedy, or report the  
10 violations to appropriate authorities. The anti-trafficking provisions of 18 U.S.C. 1589 and  
11 California Civil Code § 52.5; the minimum wage and overtime guarantees of the FLSA, the  
12 California Labor Code, and applicable IWC Wage Orders; and other provisions of state and  
13 federal law violated by Defendants, were enacted to protect workers from economic and personal  
14 injuries caused by forced labor, poverty-level wages, unduly long working hours, discrimination  
15 and other substandard working conditions. The acts and omissions of Defendants as alleged in  
16 this Complaint were and are a substantial factor contributing to the illegal working conditions  
17 under which the Workers labored.

18 257. The Workers are among the class of persons that the statutes and regulations  
19 referenced above were designed to protect, and for whose protection they were adopted. The  
20 Workers' injuries are of the type that the foregoing statutes and regulations are intended to  
21 prevent. Defendants' violations of the foregoing statutes and regulations constituted negligence  
22 per se, and created a presumption of negligence.

23 258. As a direct and proximate result of these actions, the Workers have sustained  
24 damages, including mental suffering, humiliation and emotional distress, entitling them to  
25 damages in an amount to be proven at trial. This conduct was malicious, fraudulent, and  
26 oppressive, and was done with a conscious disregard for Workers rights, and for the deleterious  
27 consequences of Defendants' actions. Each defendant authorized, condoned, and/or ratified the  
28 unlawful conduct of all the other defendants named in this action and of their agents and

1 employees. Consequently, the Workers are entitled to an award of punitive damages.

2 **TWENTY-SIXTH CAUSE OF ACTION**

3 **For Fraud and Negligent Misrepresentation**

4 **(By All Workers Against All Defendants)**

5 259. The Workers incorporate the foregoing paragraphs as if fully set forth here.

6 260. Defendants, directly or through their agents, knowingly and negligently, made  
7 misrepresentations of, and failed to disclose, material facts regarding the Workers employment.  
8 These included, but were not limited to misrepresentations of, and omissions regarding, the  
9 nature of the work required, and of the amount of money they would be paid.

10 261. In the spring of 2009, Ana met with Gina in Manila. Ana told Gina that if she  
11 joined the Almeidas in the United States, she would work only as a nanny caring for Ana's child,  
12 Lorenzo.

13 262. During February and on March 30, 2011, Ana met with Ermita, Fernando and  
14 Louise at Ana's mother's house in Valle Verde, Manila. Ana told them she was opening a new  
15 bakery in the U.S. and if they worked for her she would pay each of them \$2,000 USD per  
16 month. She also told them she would raise their salaries once the bakery had become successful.  
17 Ana represented that Ermita, Fernando and Louise's skills in the kitchen and management  
18 experience would be needed at the bakery. Finally, Ana promised to pay for all airfare and visa  
19 expenses necessary for relocating to the U.S.

20 263. On July 15, 2012, Ana met with Armelinda, Romar, Recky, Ronnie, Wilfredo,  
21 and Rolando in the Philippines. Ana told Armelinda that Defendants would pay her \$2,000 USD  
22 per month to work in a managerial role, with a guaranteed performance review after six months  
23 that could lead to a raise. Ana told the other Workers that Defendants would pay them each  
24 \$1,000 USD per month for the first six months and then \$2,000 USD per month after that to  
25 work as bakers or as kitchen staff handling other food preparation. Defendants would pay all the  
26 Workers tips after six months.

27 264. When Defendants made these representations, they knew they were false, or made  
28 the representations recklessly with no regard for their truth, or had no reasonable grounds for

1 thinking that the representations were true. Defendants made the representations with the intent  
2 to defraud and induce Plaintiffs to come to the United States. At the time Plaintiffs acted,  
3 Plaintiffs did not know that the representations were false and believed them to be true. Plaintiffs  
4 considered the representations material and reasonably and substantially relied upon the  
5 representations to leave their homes in the Philippines to work for Defendants.

6       265. Defendants had, and continue to have, both access to and actual possession of  
7 superior knowledge and special information with regard to facts relevant to a determination of  
8 Plaintiffs' rights as employees in California. This superior knowledge and information includes  
9 but is not limited to knowledge of legal requirements for employers and amounts established by  
10 California law as the minimum wage. As a result of Defendants' access to superior knowledge  
11 and their actual possession of such knowledge, Defendants gained an unconscionable advantage  
12 and exerted undue influence over Plaintiffs, who were ignorant of facts relevant to their  
13 employment status and rights and who were not in a position to become informed of such facts.

14       266. Despite their superior knowledge and information, Defendants intentionally  
15 concealed from Plaintiffs that they were entitled to minimum wage, overtime compensation, and  
16 other legal protections and benefits available to employees under California law, and in misled  
17 them to believe the opposite. Defendants actively and intentionally concealed these known,  
18 material facts with the intent to induce Plaintiffs to accept their underpaid status, and for the  
19 purpose of preventing Plaintiffs from asserting their rights in any legal forum available to them.  
20 Between February and July 2014, Defendants affirmatively and falsely represented to the  
21 Workers that they were exempt employees, not entitled to the protection of the minimum wage  
22 laws. Because of Defendants' superior access to relevant knowledge and information about  
23 Plaintiffs' employment status and rights, Plaintiffs justifiably relied upon Defendants' omissions,  
24 obfuscations and false representations to their detriment.

25       267. As a direct and proximate result of these actions, the Workers have sustained  
26 damages, including wages and other benefits in amounts to be proven at trial, mental suffering,  
27 humiliation and emotional distress, entitling them to damages in an amount to be proven at trial.  
28 Further, Defendants' conduct was malicious, fraudulent, despicable, and oppressive in that

1 Defendants acted with full knowledge of the consequences to Plaintiffs, with the intent to violate  
2 the statutory and other rights of Plaintiffs, or with a willful, conscious, wanton and reckless  
3 disregard for Workers' rights and for the deleterious consequences and cruel and unjust hardship  
4 resulting to Workers. Consequently, Workers are entitled to exemplary and punitive damages  
5 from Defendants in an amount to be proven at trial.

6 **TWENTY-SEVENTH CAUSE OF ACTION**

7 **For Unfair Competition under California Business & Professions Code § 17203**

8 **(By All Workers Against All Defendants)**

9 268. The Workers incorporate the foregoing paragraphs as if fully set forth here.

10 269. The California Unfair Competition Law, in Cal. Bus. & Prof. Code § 17203,  
11 permits a court to provide injunctive relief to restore to a plaintiff any interest in money or  
12 property which may have been acquired by means of unfair competition. Cal. Bus. & Prof. Code  
13 § 17200 defines "unfair competition" to include any unlawful, unfair, or fraudulent, business act  
14 or practice. An individual has standing to bring a claim under the UCL if he or she has suffered  
15 injury in fact, and has lost money or property as a result of the unfair competition.

16 270. Defendants engaged in unlawful business acts or practices, including those set  
17 forth in the preceding paragraphs of the Complaint. Defendants, in operating their business,  
18 engaged in systematic violations of state and federal minimum wage and overtime laws;  
19 California Labor Code and Fair Labor Standards Act anti-retaliation provisions; violations of  
20 anti-discrimination and retaliation laws; state and federal forced labor and human trafficking  
21 laws and the federal "Racketeer Influenced and Corrupt Organizations Act," each of which  
22 caused injury and the loss of money or property to the Workers.

23 271. Defendants' unlawful business practices also included violations of California  
24 Labor Code § 970. § 970 prohibits any person from influencing, persuading, or engaging any  
25 person to change from any place outside California to any place inside California for the purpose  
26 of working in any branch of labor, by means of knowingly false representations, concerning the  
27 character of, compensation for, or housing conditions related to such work.

28 272. Defendants, made representations to Gina in the spring of 2009, to Ermita,

1 Fernando and Louise in February and March 2011, and to Armelinda, Romar, Recky, Ronnie,  
2 Wilfredo, Elmer and Rolando on July 15, 2012, regarding their employment in America, which  
3 such Defendants knew to be false. They told Gina that she would work only as a nanny, and told  
4 the other Workers that they would work in skilled positions, promised a certain level of pay and  
5 omitted key details about the relative value of the promised wages in the United States. By  
6 means of such representations, Defendants influenced, persuaded, and ultimately engaged the  
7 plaintiffs to leave their homes and families in the Philippines and to relocate to California.

8 273. Defendants' unlawful business practices also included violations of California  
9 Labor Code § 223. § 223 prohibits an employer from secretly paying one wage, while purporting  
10 to pay a higher wage. Defendants falsified pay stubs and accounting records to indicate that the  
11 Workers worked dramatically fewer hours than they in fact worked.

12 274. Defendants fraudulent and unfair business practices are detailed above.

13 275. The Workers seek full restitution and other appropriate injunctive relief from  
14 Defendants, as necessary and according to proof, to restore any and all monies withheld,  
15 acquired and/or converted by Defendants by means of the unfair practices complained of herein.

16 **JURY TRIAL DEMAND**

17 The Workers request a jury trial on all issues so triable.

18 **PRAYER FOR RELIEF**

19 The Workers respectfully request that this Court enter judgment on their claims  
20 for relief as follows:

- 21 1. Unpaid minimum and overtime wages, penalties and interest; liquidated damages;  
22 double damages; waiting time penalties; and wages in compensation for missed  
23 rest periods, under the applicable sections of the California Labor Code and of 29  
24 U.S.C. Chapter 8, the Fair Labor Standards Act, in an amount in excess of one  
25 million dollars, according to proof at trial;
- 26 2. For general, compensatory, and special damages according to proof at trial;
- 27 3. Exemplary and punitive damages according to proof at trial;

28

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

4. Statutory damages, liquidated damages, treble damages, penalties, and all other forms of monetary relief recoverable under applicable law;
5. Pre-judgment and post-judgment interest;
6. Preliminary and permanent injunctive relief;
7. Appropriate restitution;
8. Reasonable costs and attorney’s fees, and expenses incurred and expended to date, according to proof at trial, to the extent allowable by applicable law; and
9. Such other and further relief as the Court deems just and proper.

Dated: March 18, 2015

By: \_\_\_\_\_  
Michael G. Romey  
Attorney for Plaintiffs  
LATHAM & WATKINS LLP