

06/18/2025

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ANGELICA ARMENTA

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

ANGELICA ARMENTA, individually
Plaintiff,

v.

KUSTOM US, INC., a Florida Corporation, and
DOES 1 through 50, inclusive.
Defendants.

Case No. **25CV014349**

COMPLAINT FOR DAMAGES

1. Disability Discrimination in Violation of FEHA (Government Code §12940, et seq.);
2. Age Discrimination in Violation of FEHA (Government Code §12940, et seq.);
3. Failure to Engage in Good Faith Interactive Process in Violation of FEHA (Government Code §12940, et seq.);
4. Failure to Provide Reasonable Accommodations in Violation of FEHA (Government Code §12940, et seq.);
5. Failure to Prevent Discrimination and Harassment in Violation of FEHA (Government Code § 12940, et seq.);
6. Wrongful Termination in Violation of Public Policy

DEMAND FOR JURY TRIAL

1. Plaintiff ANGELICA ARMENTA (“Armenta”) individually, brings this action against Defendant KUSTOM US, INC. (“Kustom”), a Florida Corporation, and DOES 1 through 50, inclusive.

PARTIES

2. Plaintiff is, and at all times relevant to this action was, a resident of the City of Sacramento, California. The events giving rise to this action arose in Sacramento County and Fairfield County,

1 California.

2 3. Plaintiff is informed and believes, and based thereon alleges, that Defendant Kustom US,
3 Inc. (“Kustom”) is a Florida Corporation and is authorized to do business in California.

4 4. Plaintiff does not know the true names of Defendants Does 1 through 50, inclusive, and
5 therefore sues them by those fictitious names. The names, capacities, and relationships of Defendants Does
6 1 through 50, inclusive, will be alleged by amendment to this Complaint when the same are known to
7 Plaintiff.

8 5. The true names and capacities, whether individual, corporate, associate or otherwise, of
9 defendants Does 1 through 50 (“Does”), inclusive and each of them, are not known to Plaintiff at this time.
10 Such Does are legally responsible for the events and happenings described herein and for the damages
11 proximately caused thereby. Plaintiff will seek the leave of the Court to amend this complaint to set forth
12 the true names and capacities of any such Does when they have been ascertained.

13 6. On information and belief, at all times mentioned herein, defendants, inclusive and each of
14 them, including without limitation any Does, were acting in concert and participation with each other; were
15 joint participants and collaborators in the acts complained of; and were the agents and/or employees of one
16 another in doing the acts complained of herein, each acting within the course and scope of said agency
17 and/or employment.

18 7. Kustom and Does 1 through 50, inclusive, are collectively referred to hereafter as
19 “Defendants”.

20 ***JURISDICTION AND VENUE***

21 8. This Court has jurisdiction over Defendants because at all times relevant, they were
22 authorized to transact and are transacting business in California.

23 9. Venue is proper in this Court pursuant to Code of Civil Procedure § 395, because the acts,
24 events and omissions complained of herein occurred in Sacramento County, California.

25 ***EXHAUSTION OF ADMINISTRATIVE REMEDIES***

26 10. On or about June 17, 2025, Plaintiff obtained a Right to Sue Letter from the California Civil
27 Rights Department attached hereto as Exhibit A.

GENERAL ALLEGATIONS

11. Plaintiff Angelica Armenta (“Plaintiff”) is a 47-year-old Hispanic female who began working for Five Star Restoration & Construction, Inc. in June of 2018 as a Receptionist. Due to her stellar work, the Company promoted her to Office Supervisor then again to Office Manager and later to Human Resources Manager.

12. In January 2022, Five Star Restoration & Construction, Inc. was acquired by Kustom US, Inc. (“Kustom”) and became Five Star Restoration a Division of Kustom US, Inc.

13. In or around July 2022, Plaintiff began to experience extreme fatigue and shortness of breath. Plaintiff’s doctors were uncertain the cause.

14. On or around July 11, 2022, Plaintiff was hospitalized for approximately four days. Once the hospital released her, she returned to work. She did not have official accommodations, but would occasionally take days off work due to shortness of breath or leave work early. She used a wheelchair on occasions she was too fatigued or tired to walk. Despite her health conditions, Plaintiff continued to perform her work at a high level.

15. On or around October 6, 2022, Plaintiff received a promotion to Human Resources Manager. Matt Cummings (“Cummings”), Director of Human Resources, stated that Defendant continued to be impressed with Plaintiff’s performance.

16. During early 2023, Plaintiff’s symptoms began to deteriorate. On or about early spring 2023, she needed to call out for portions of the work day approximately twice per week.

17. In or around this time, Cummings told Plaintiff he would like her to begin to train the current Office Manager on some of Plaintiff’s job duties. Cummings said that he would like to give Plaintiff more corporate level work.

18. On or around April 3, 2023, Plaintiff was hospitalized for a heart failure episode for approximately 3 weeks and took a medical leave of absence until on or about April 18, 2023.

19. During her leave, Defendants asked Plaintiff when and how quickly she could return to the office. She felt pressure to return to work and returned to work sooner than she medically would have liked.

20. Upon her return to work, Defendants allowed Plaintiff to work a hybrid schedule in order

1 to rest and heal, which included working two days a week at the office and three days a week from home.

2 21. After her discharge, Defendants pressured Plaintiff to immediately train the Office Manager
3 on many of Plaintiff's job responsibilities such as onboarding, workers compensation, and accident reports.

4 22. Defendants instructed Plaintiff that her job duties, including final review of payroll, fleet
5 management, including gas cards, business license renewals, onboarding, workers compensation, accident
6 reports, and HR issues would no longer be part of her duties.

7 23. During this time, Defendants continued to push Plaintiff to expedite her training of the
8 Office Manager. They regularly asked questions such as, "Are you training the manager? Have you been
9 training her? How's that going?"

10 24. Despite Plaintiff's accommodations to work a hybrid schedule during this time period,
11 Plaintiff felt pressured to go to the office more frequently to train the Office Manager. She went to the
12 office approximately 4 days per week, despite her accommodations.

13 25. During this time, Plaintiff regularly asked Cummings what she, herself, would do once she
14 gave the Office Manager all her work. Cummings responded that Defendant would give Plaintiff corporate
15 level work. However, Defendants did not do so.

16 26. On August 17, 2023, Plaintiff again reported her concerns that her job duties were being
17 taken away. She noticed that Cummings was having meetings with the current office manager that did not
18 include Plaintiff. Plaintiff asked Cummings if Defendant intended to fire her.

19 27. Cummings replied that the company had over 100 employees and needed HR on the
20 ground, meaning that the Company had plenty of HR-related work and needed Plaintiff.

21 28. However, on August 21, 2023, Defendants terminated Plaintiff's employment. Cummings
22 contradicted his prior representations that there was plenty of work and also that Plaintiff was needed to
23 do corporate work. He stated that the main reason for the termination was because Defendants had
24 eliminated Plaintiff's position.

25 29. On information and belief, numerous Human Resources duties, including those Plaintiff
26 conducted, were still being done on location.

27 30. On August 24, 2023, Plaintiff received final termination paperwork.

28 31. On August 25, 2023, Plaintiff received her final paycheck.

1 ***FIRST CAUSE OF ACTION***

2 *Disability Discrimination in Violation of FEHA*

3 *(Government Code § 12940, et seq.)*

4 *(Against All Defendants)*

5 32. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
6 forth in this Complaint.

7 33. Government Code § 12940(a) states that it is unlawful for an employer to discriminate
8 against an employee based on disability in compensation or in terms, conditions, or privileges of
9 employment.

10 34. Defendant was Plaintiff's employer, and Plaintiff was Defendants' employee.

11 35. Defendant knew that Plaintiff had a disabling heart condition that limited her ability to
12 breath and move.

13 36. Plaintiff was able to perform the essential job duties of Plaintiff's position either with or
14 without reasonable accommodations for her condition.

15 37. Defendants terminated Plaintiff's position. Plaintiff was forced to train her much younger
16 and healthier replacement to conduct Plaintiff's job duties.

17 38. Plaintiff's disability was a substantial and determining factor in Defendants' decision to
18 terminate Plaintiff's employment.

19 39. Plaintiff suffered harm.

20 40. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

21 41. As a direct, foreseeable, and proximate result of Defendants' discriminatory acts, Plaintiff
22 has suffered substantial losses in earnings and job benefits, and has suffered and continues to suffer
23 humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's damage in an
24 amount to be proven at trial.

25 42. The conduct of Defendants and each of them as described above was malicious, fraudulent,
26 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
27 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
28 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said

1 Defendants.

2 43. Plaintiff is entitled to reasonable attorney's fees and costs pursuant to Government Code §
3 12965.

4 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

5 ***SECOND CAUSE OF ACTION***

6 *Age Discrimination in Violation of FEHA*

7 *(Government Code § 12940, et seq.)*

8 *(Against All Defendants)*

9 44. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
10 forth in this Complaint.

11 45. Government Code § 12940(a) states that it is unlawful for an employer to discriminate
12 against an employee based on age in compensation or in terms, conditions, or privileges of employment.

13 46. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

14 47. Defendants terminated Plaintiff's position.

15 48. Plaintiff was over 40 years old at the time of discharge.

16 49. Age was substantial motivating reason for Defendants' decision to terminate Plaintiff, as
17 she was forced to train her much younger replacement to conduct Plaintiff's job duties.

18 50. Plaintiff suffered harm.

19 51. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

20 52. As a direct, foreseeable, and proximate result of Defendants' discriminatory acts, Plaintiff
21 has suffered substantial losses in earnings and job benefits, and has suffered and continues to suffer
22 humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's damage in an
23 amount to be proven at trial.

24 53. The conduct of Defendants and each of them as described above was malicious, fraudulent,
25 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
26 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
27 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
28 Defendants.

54. Plaintiff is entitled to reasonable attorney's fees and costs pursuant to Government Code § 12965.

WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

THIRD CAUSE OF ACTION

Failure to Engage in Good Faith Interactive Process in Violation of FEHA

(Government Code § 12940, et seq.)

(Against All Defendants)

55. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

56. Government Code § 12940(n) provides that an employer must engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee with a disability.

57. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

58. Defendants was aware that Plaintiff had a disability that limited a major life activity.

59. Plaintiff was able to perform the essential job duties of Plaintiff's position with reasonable accommodation for Plaintiff's disability.

60. Plaintiff at all times was willing to participate in an interactive process to determine reasonable accommodation.

61. Upon Plaintiff's return to work from her medical leave of absence, Defendants refused to participate in a timely good-faith interactive process and instead terminated Plaintiff's employment.

62. Plaintiff suffered harm.

63. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

64. As a direct, foreseeable, and proximate result of Defendants' discriminatory acts, Plaintiff has suffered substantial losses in earnings and job benefits, and has suffered and continues to suffer humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's damage in an amount to be proven at trial.

65. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each

1 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
2 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
3 Defendants.

4 66. Plaintiff is entitled to reasonable attorney's fees and costs pursuant to Government Code §
5 12965.

6 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

7 ***FOURTH CAUSE OF ACTION***

8 *Failure to Provide Reasonable Accommodations in Violation of FEHA*

9 *(Government Code § 12940, et seq.)*

10 *(Against All Defendants)*

11 67. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
12 forth in this Complaint.

13 68. Government Code § 12940(m)(1) requires an employer to make reasonable
14 accommodations for an employee's disability as long as they can perform the essential functions of their
15 position.

16 69. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

17 70. Defendants became aware that Plaintiff had a disability.

18 71. Plaintiff was able to perform the essential job duties of her position with reasonable
19 accommodation.

20 72. Defendants refused to accommodate her disabilities. Instead, Defendants forced Plaintiff
21 to train her replacements and terminated her employment.

22 73. Plaintiff suffered harm.

23 74. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

24 75. As a direct, foreseeable, and proximate result of Defendants' discriminatory acts, Plaintiff
25 has suffered substantial losses in earnings and job benefits, and has suffered and continues to suffer
26 humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's damage in an
27 amount to be proven at trial.

28 76. The conduct of Defendants and each of them as described above was malicious, fraudulent,

1 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
2 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
3 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
4 Defendants.

5 77. Plaintiff is entitled to reasonable attorney's fees and costs pursuant to Government Code §
6 12965.

7 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

8 ***FIFTH CAUSE OF ACTION***

9 *Failure to Prevent Discrimination and Retaliation in Violation of FEHA*

10 *(Government Code §12940, et seq.)*

11 *(Against All Defendants)*

12 78. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in this
13 Complaint.

14 79. At all relevant times, Plaintiff was an employee of Defendants.

15 80. Plaintiff was subjected to discrimination and retaliation, as described above.

16 81. Plaintiff was harmed.

17 82. Defendants' failure to take all reasonable steps to prevent discrimination and retaliation was
18 a substantial factor in causing Plaintiff's harm.

19 83. Plaintiff has suffered damages in the form of past and future wage losses, lost benefits, other
20 pecuniary losses, and emotional distress in an amount to be proven at trial.

21 84. As a further direct and proximate result of the Defendants' wrongful termination of Plaintiff,
22 Plaintiff suffered and continues to suffer, deep anxiety, depression, panic attacks, humiliation,
23 embarrassment, mental anguish, and emotional and physical distress.

24 85. The conduct of Defendants was malicious, fraudulent, or oppressive and done with a willful
25 and conscious disregard for Plaintiff's rights. Defendants and its agents/employees or supervisors,
26 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled
27 to punitive damages against Defendants.

28 86. Plaintiff is entitled to reasonable attorney's fees and costs pursuant to Government Code §

1 12965(b).

2 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

3 ***SIXTH CAUSE OF ACTION***

4 *Wrongful Termination in Violation of Public Policy*

5 *(Against All Defendants)*

6 87. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
7 forth in this Complaint.

8 88. It is a violation of public policy in California to terminate an employee for an unlawful
9 reason, including, but not limited to any violation of Gov. Code Section 12940, et seq, California Labor
10 Code Sections 98.6 and 1102.5.

11 89. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

12 90. Defendants terminated Plaintiff in violation of Plaintiff's rights and public policy.

13 91. Plaintiff was harmed.

14 92. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

15 93. As a direct, foreseeable, and proximate result of Defendants' discriminatory acts, Plaintiff
16 has suffered substantial losses in earnings and job benefits, and has suffered and continues to suffer
17 humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's damage in an
18 amount to be proven at trial.

19 94. The conduct of Defendants as described above was malicious, fraudulent, or oppressive and
20 done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their
21 agents/employees or supervisors, authorized, condoned and ratified the unlawful conduct of each other.
22 Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

23 WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.
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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment against the Defendants, and each of them, as
3 follows:

- 4 1. Compensatory damages including emotional distress damages and lost wages, benefits
5 and interest in a sum according to proof;
6 2. Interest on judgment, including prejudgment interest, at the legal rate;
7 3. Punitive damages against Defendants in a sum according to proof;
8 4. Attorney's fees and costs; and
9 5. For any further legal and equitable relief, the Court deems proper.

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11 Dated: June 18, 2025.

RATNER MOLINEAUX, LLP

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13 _____
14 David S. Ratner
15 Shelley A. Molineaux
16 Attorneys for Plaintiff Angelica Armenta

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

19 Respectfully submitted,

20 Dated: June 18, 2025.

RATNER MOLINEAUX, LLP

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22 _____
23 David S. Ratner
24 Shelley A. Molineaux
25 Attorneys for Plaintiff Angelica Armenta
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