CALIFORNIA EMPLOYMENT LAW

THE EMPLOYEE LIFECYCLE QUICK STUDY GUIDES

54 practical guides from job search and hiring through wages, workplace disputes, termination, severance, claims, and litigation

Matthew J. Ruggles

Ruggles Law Firm, APC | 30+ Years of Employment Litigation Experience

FROM THE EMPLOYER'S SIDE - FOR THE EMPLOYEE'S BENEFIT

A field manual built around documents, chronology, arithmetic, negative space, published California authority, and prompt strategic action.

Designed for SEO-friendly web publishing, individual two-page PDF downloads, and one complete reference volume.

Revised August 2026 Edition

Foreword: Why I Changed Sides - and Why I Still Love Litigation

I never stopped loving employment law. I love depositions. I love the strategy that comes before them, the document that changes the case halfway through them, the motion practice that follows them, and the moment at trial when a complicated dispute finally becomes understandable. Litigation is not something I tolerate on the way to a settlement. I genuinely enjoy the work.

For most of my career, I did that work for employers. I practiced management-side labor and employment law for more than two decades, including roughly fifteen years at Littler Mendelson, where I became an equity partner. I defended single-plaintiff employment cases, complex wage-and-hour matters, arbitrations, administrative proceedings, and jury trials. I represented major corporate employers - including Fortune 100 companies - and I also advised employers about policies, investigations, discipline, compensation, risk management, and the decisions that later become exhibits in lawsuits.

That experience taught me something a casebook cannot: how employers and their lawyers actually evaluate risk. I have sat on the side of the table where people decide what an internal email means, whether a witness is dangerous, whether a missing document is a problem, whether a payroll formula can be defended, whether a case should settle, and what the company is willing to pay for finality. I learned to write with the defense brief already in mind because, for years, I was the person writing it.

Over time, however, I became increasingly dissatisfied with what a win often looked like on the defense side. I used to tell clients there is no parade at the end of a successful defense. A lawsuit can consume years, enormous legal fees, executive attention, depositions, discovery, and public distraction. If the defense succeeds, the ending may be an order, a dismissal, and a final bill. The company goes back to business. The human impact can be surprisingly small.

One experience crystallized the point for me. A large healthcare organization had suffered a very substantial trial loss in a matter my firm had not handled. We were asked to do better. I tried the next case and won completely. A few months later, I learned that the relationship was changing because the client was unhappy with the cost of the trial - even though the work and budget had been authorized. That episode was not the sole reason I changed my practice, but it made the larger point impossible to ignore: institutional incentives and excellent lawyering are not always the same thing.

I also learned that the part of practice I valued most was solving the problem. I was never very interested in internal law-firm politics, in looking busy, or in keeping a case alive because it generated work. I wanted to take the deposition, find the record, identify the defense, and get to the answer. In more than one setting, I discovered that resolving a matter quickly was not always rewarded the way I thought it should be. My instinct was simple: there is no shortage of lawsuits. If one can be resolved, resolve it and move to the next problem.

When I moved to representing employees in 2016, the professional equation changed completely. A successful result can replace lost income, save a home, restore options after a career disruption, fund a child's education, or give someone the financial room to start again. I can still do the part of law I have always loved - investigate, cross-examine, take depositions, write, negotiate, and try cases - but the result can directly change a person's life. There is no meaningful comparison in professional satisfaction.

Today I am betting on my own judgment. My success depends on whether I identify the right case, move it promptly, prepare it well, and get a result for the client. One of our core values at Ruggles Law Firm is prompt strategic action. That is not marketing language to me. Delay usually helps the party already holding the documents, the payroll system, the witnesses, and the institutional memory. We act because momentum matters.

These guides are written from that perspective. They are not designed to turn employees into lawyers. They are designed to help employees see the problem clearly: strip away the employer's label, identify the controlling record, arrange the dates, notice what should exist but does not, anticipate the defense, apply the governing California authority, and take the next practical step. In other words: an audit, a cross-examination, and an exit ramp.

About Matthew J. Ruggles

Matthew J. Ruggles has practiced labor and employment law exclusively for more than 30 years. His experience spans the entire employment-law system: workplace advice and internal investigations, compensation and wage issues, administrative proceedings, arbitration, state and federal trial courts, dispositive motions, jury trials, and appellate practice.

From 2001 through 2015, Matt practiced at Littler Mendelson, one of the largest labor and employment law firms in the world, serving as an equity partner from 2005 through 2015. His management-side practice included single-plaintiff employment lawsuits, wage-and-hour class actions, representative matters, discrimination, harassment, retaliation, wrongful termination, arbitration, and complex procedural issues in state and federal court. He served as lead counsel in more than 70 administrative trials, dozens of arbitrations, and multiple jury trials, and litigated hundreds of matters for large and small employers, including Fortune 100 companies such as Apple, American Airlines, Waste Management, and Dignity Health.

That defense-side work was broader than courtroom litigation. Matt advised employers about internal investigations, personnel policies, discipline, disability accommodation, leaves, commissions, wage practices, risk management, and employment decisions before they became lawsuits. That background now informs a plaintiff-side practice focused exclusively on California employees. Since founding Ruggles Law Firm in 2016, he has used the same defense-side understanding to evaluate what employers are likely to argue, which records matter, and where an employer's own documents may undermine the explanation it gives later.

Matt's writing and litigation style can be summarized as forensic compression: make a complicated case decidable. He looks for the controlling document, the chronology, the arithmetic, the missing witness or missing analysis, and the explanation the employer will have to defend to a neutral decisionmaker. The point is not to sound outraged. The point is to make the record do the work.

Matt earned his B.A. in American History, magna cum laude, from the University of California, Berkeley in 1991, and his J.D. from the University of California, Hastings College of the Law in 1994. He was admitted to the California Bar in December 1994.

THE RUGGLES METHOD: Replace the employer's label. Identify the controlling source. State the objective inputs. Look for negative space. Arrange the chronology. Prebut the defense. Deliver one memorable conclusion. Provide the exit.

How to Use This Publication

THE ONE-SENTENCE RULE Start with the employee's current stage - job search, pay problem, active-employment dispute, termination, severance, administrative claim, or litigation - then follow the related-reading links and clearly labeled QR code into the deeper Ruggles Law Firm article library.

BLACK-LETTER LAW	Each guide now includes a compact authority panel identifying key California statutes, regulations, and published California decisions where the topic calls for them.
PRACTICE INSIGHT	The green box explains what an employer, investigator, defense lawyer, mediator, judge, or juror is likely to focus on.
DOCUMENTS FIRST	The checklist identifies records that can turn memory into evidence. Preserve lawfully; do not take trade secrets or destroy information.
QR CODE	Every QR code states exactly which Ruggles Law Firm article or resource it opens, so a printed copy remains useful.
CURRENT LAW	This is an August 2026 educational edition. Statutes, regulations, agency guidance, and cases can change; deadlines and exceptions require current review.

SIX-PART EMPLOYEE LIFECYCLE

PART	COVERAGE
I	Before and at hiring
II	Pay, classification and wage claims
III	Discrimination, disability and leave
IV	Harassment, HR, retaliation and performance
V	Termination, layoffs and severance
VI	Claims and litigation

Publication Contents - 54 Quick Study Guides (1/3)

Publication Contents - 54 Quick Study Guides (2/3)

PART III - DISCRIMINATION, DISABILITY & LEAVE

PART IV - HARASSMENT, HR, RETALIATION & PERFORMANCE

PART V - TERMINATION, LAYOFFS & SEVERANCE

Publication Contents - 54 Quick Study Guides (3/3)

PART V - TERMINATION, LAYOFFS & SEVERANCE

PART VI - CLAIMS & LITIGATION

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This Quick Study Guide is for general informational and educational purposes only. It is not legal advice, does not create an attorney-client relationship, and is not a substitute for advice from a lawyer who has reviewed the facts, documents, deadlines, and law applicable to a particular matter. Laws change, exceptions matter, and outcomes depend on specific facts.

Legal authorities are abbreviated for quick study. Published California cases are included where they materially clarify the topic. Statutory references link to official California sources. This revised August 2026 edition must still be checked against current statutes, regulations, Wage Orders, judicial decisions, and agency guidance before anyone relies on a legal rule or deadline.

COMPLETE RUGGLES LAW FIRM ARTICLE LIBRARY

Read Matt's Law Blog - current articles

- Severance Agreements
- Disability & Medical Leave
- Workplace Harassment
- Wrongful Termination
- Workplace Discrimination
- Workplace Retaliation
- Unpaid Wages & Commissions
- Employee Misclassification

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JOB SEARCH, RESUMES & MITIGATION RECORDS

How to look for work without creating problems for the claim you may later need to prove.

THE ONE-SENTENCE RULE A job search has two jobs: help you get hired and create a clean, credible record that you reasonably tried to replace lost income. Accuracy beats bravado.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Resume accuracy	Can every date, title, credential, and achievement be defended with a document or witness?	**HIGH if embellished**	Do not give an employer an easy after-acquired-evidence argument.
Applications	Are answers consistent across applications, LinkedIn, resumes, and background forms?	**HIGH if inconsistent**	Keep a master employment-history sheet.
Mitigation record	Are you saving applications, rejections, recruiter contacts, interviews, and offers?	**HIGH after termination**	A spreadsheet and screenshots are cheap insurance.
References	Do you know what the former employer is saying and what your separation documents permit?	**VARIES**	Use agreed reference language when available.
Social media	Would a neutral reader see professionalism, candor, and a genuine search?	**MEDIUM**	Do not litigate the case on LinkedIn.

FIVE RULES THAT MATTER

1. Tell the truth. Resume fraud or material application misstatements can create credibility problems and, in some cases, after-acquired-evidence issues.
2. Mitigation matters. A wrongfully terminated employee generally must make reasonable efforts to obtain comparable work; the employer bears the burden on avoidable damages.
3. Keep the receipts. Save application confirmations, recruiter emails, interview calendars, rejection notices, compensation discussions, and offers.
4. Comparable does not mean “anything.” Mitigation law generally focuses on substantially similar work, not a forced career change or materially inferior position.
5. Separate the public story from the legal story. Job-search explanations should be accurate and concise; confidential claims belong with counsel, not in a public post.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Can every date, title, credential, and achievement be defended with a document or witness?	Master resume and version history; Job-search spreadsheet with date, employer, role, link, result	Do not give an employer an easy after-acquired-evidence argument.

BUILD A JOB SEARCH FILE THAT A JURY CAN UNDERSTAND

Search file	Resume / LinkedIn	Interview narrative
Date + employer + role / Application confirmation / Recruiter contact / Interview / Result	One accurate master chronology / Consistent titles / Quantified achievements you can prove / No invented credentials	Short neutral separation explanation / Focus on forward-looking value / Do not volunteer privileged strategy

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Master resume and version history
- ☐ Job-search spreadsheet with date, employer, role, link, result
- ☐ Screenshots/PDFs of applications and postings
- ☐ Recruiter and networking emails
- ☐ Interview schedules and follow-ups
- ☐ Offer letters and compensation terms
- ☐ Rejection notices

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
defense lawyers often test mitigation by asking whether the plaintiff really searched, what jobs were declined, and whether the records match the testimony. Build the file before anyone asks. The spreadsheet may be boring. So is losing damages for lack of one.	Do not give an employer an easy after-acquired-evidence argument. • Keep a master employment-history sheet. • A spreadsheet and screenshots are cheap insurance.

WHEN PROMPT LEGAL REVIEW MAY MATTER You are asked to sign arbitration, IP, confidentiality, or repayment terms. • A background report, application answer, or reference issue may cost the job. • You need a clean job-search and mitigation record after a separation.

RELATED RUGGLES LAW FIRM READING

• I Just Got Fired: What Should I Do Right Away?
• Free Initial Legal Consultation: California Employee Guide
• Wrongful Termination Resource Center
• Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Civil Code section 3359	• Parker v. Twentieth Century-Fox Film Corp., 3 Cal.3d 176 (1970) • Villacorta v. Cemex Cement, Inc., 221 Cal.App.4th 1425 (2013)

SCAN TO READ
I Just Got Fired: What Should
I Do Right Away?
RugglesLawFirm.com

OFFICIAL RESOURCES California Courts - Civil Lawsuits | California Civil Rights Department

> *"The employer must show that the other employment was comparable, or substantially similar, to that of which the employee has been deprived."*
> — Parker v. Twentieth Century-Fox Film Corp., 3 Cal.3d 176 (1970)

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JOB APPLICATIONS, BACKGROUND CHECKS & THE FAIR CHANCE ACT

California hiring rules before and after a conditional offer - and what to do if a background report threatens the job.

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
many employers cannot ask about conviction history before a conditional offer, and a post-offer denial requires an individualized process.	California Fair Chance rules generally prohibit early inquiries for covered... • Get a copy and dispute errors promptly. • Calendar the response period immediately.

WHEN PROMPT LEGAL REVIEW MAY MATTER You are asked to sign arbitration, IP, confidentiality, or repayment terms. • A background report, application answer, or reference issue may cost the job. • You need a clean job-search and mitigation record after a separation.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Conviction history	Did the employer ask before a conditional offer?	**RED FLAG**	California Fair Chance rules generally prohibit early inquiries for covered employers.
Background report	Is it accurate, complete, and legally reportable?	**HIGH**	Get a copy and dispute errors promptly.
Preliminary denial	Did the employer identify the conviction and provide a chance to respond?	**HIGH**	Calendar the response period immediately.
Individualized assessment	Did the employer connect the history to the actual job?	**HIGH**	Age, seriousness, rehabilitation, and job duties matter.
Other protected traits	Is the screen being applied unevenly or as a proxy for protected status?	**VARIES**	Save comparators and job criteria.

FIVE RULES THAT MATTER

1. Covered California employers generally may not seek conviction history before making a conditional job offer.
2. Certain information is off limits, including many arrests not resulting in conviction and sealed, dismissed, expunged, or statutorily eradicated matters.
3. Before revoking a conditional offer based on conviction history, the employer generally must perform an individualized assessment tied to the job.
4. A preliminary denial triggers written notice and an opportunity to challenge accuracy or provide mitigating and rehabilitation information.
5. Background-report laws can add separate notice and dispute rights. Do not assume the database is correct just because it looks official.

WHEN THE BACKGROUND CHECK COMES BACK: RESPOND TO THE RECORD, NOT THE STIGMA

Before offer	After report	If offer is threatened
Do not volunteer prohibited history / Answer lawful questions truthfully / Save the posting	Request report / Check identifiers and dates / Gather rehabilitation evidence	Respond in writing / Correct inaccuracies / Explain job relevance / Save every notice

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Job posting and application
- ☐ Conditional offer letter
- ☐ Background report and disclosures
- ☐ Preliminary adverse-action notice
- ☐ Court records showing disposition or expungement
- ☐ Certificates, references, rehabilitation evidence
- ☐ Your written response

FROM THE EMPLOYER'S SIDE: a compliant file should show a reasoned, job-specific assessment - not “record equals no.” Ask what analysis should exist if the decision was genuinely individualized. Negative space matters.

EMPLOYEE RESPONSE: Preserve the actual documents and versions. A clean chronology is stronger than a later recollection of what was promised.

RELATED RUGGLES LAW FIRM READING

- Workplace Discrimination Resource Center
- Read Matt's Law Blog
- Practice Areas

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12952 • Labor Code section 432.7	The principal authorities are statutory or federal for this topic; verify current law before relying on a deadline or rule.

SCAN TO READ
Workplace Discrimination Resource Center
RugglesLawFirm.com

OFFICIAL RESOURCES California CRD - Fair Chance Act | California CRD - Know Your Employment Rights

California law protects applicants as well as employees from prohibited discrimination in hiring.
— California Fair Employment and Housing Act; Gov. Code §§ 12940, 12952

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INTERVIEWS, SALARY HISTORY & PAY TRANSPARENCY

What California applicants can be asked, what pay information they can request, and what to document before accepting the job.

THE ONE-SENTENCE RULE An interview is not a legal vacuum: California restricts salary-history inquiries, requires pay-scale disclosures in defined circumstances, and bars discriminatory hiring decisions.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Salary history	Did the interviewer ask what you earned before?	**RED FLAG**	California generally prohibits salary-history inquiries.
Pay scale	Did you request the range for the position?	**USEFUL**	Applicants may request the pay scale; many larger employers must post it.
Protected topics	Did questions drift into disability, pregnancy, religion, age, family status, or other protected traits?	**POTENTIAL ISSUE**	Write down the exact question promptly.
Promises	Were bonus, commission, remote-work, equity, or title promises made orally?	**HIGH**	Get material terms in writing before accepting.
Consistency	Did the eventual offer differ from the posting or what comparable candidates received?	**VARIES**	Save the posting and negotiation emails.

FIVE RULES THAT MATTER

1. California generally prohibits employers from asking applicants for salary-history information and from relying on prior salary to decide whether or what to offer.
2. Employers may ask about salary expectations. That is different from asking what you made at your last job.
3. Upon reasonable request, an applicant is entitled to the pay scale for the position; employers with 15 or more employees generally must include a pay scale in job postings.
4. FEHA protections apply to hiring and interviews. Questions or decisions based on protected characteristics can create discrimination issues.
5. A job posting disappears fast. Save it before the first interview, especially the compensation range, duties, location, and stated qualifications.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Did the interviewer ask what you earned before?	Original job posting; Pay-scale screenshot	California generally prohibits salary-history inquiries.

BEFORE YOU SAY YES: TURN THE INTERVIEW INTO A CLEAN WRITTEN RECORD

Compensation	Role	Conditions
Base range / bonus target / commission mechanics / equity / sign-on / benefits	Title / reporting line / duties / travel / location / remote expectations	Start date / background contingencies / restrictive covenants / arbitration / relocation / repayment obligations

DOCUMENTS / ACTIONS TO SAVE NOW

☐ Original job posting
☐ Pay-scale screenshot
☐ Interview notes with dates and participants
☐ Recruiter emails and texts
☐ Compensation and equity summary
☐ Draft and final offer letter
☐ Benefits or severance-plan summaries

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
recruiters move fast, managers improvise, and later everyone remembers the interview differently. If a term matters, convert the conversation into a polite confirmation email. Memory is not a compensation plan.	California generally prohibits salary-history inquiries. • Applicants may request the pay scale; many larger employers must post it. • Write down the exact question promptly.

WHEN PROMPT LEGAL REVIEW MAY MATTER You are asked to sign arbitration, IP, confidentiality, or repayment terms. • A background report, application answer, or reference issue may cost the job. • You need a clean job-search and mitigation record after a separation.

RELATED RUGGLES LAW FIRM READING

• Workplace Discrimination Resource Center
• What Is a Compensation Plan in California?
• Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Labor Code section 432.3 • Labor Code section 1197.5	• Allen v. Staples, Inc., 84 Cal.App.5th 188 (2022)

SCAN TO READ
Workplace Discrimination Resource Center
RugglesLawFirm.com

OFFICIAL RESOURCES California Equal Pay Act / Salary History / Pay Scale | CRD Employment Discrimination

“The language of Title VII makes plain the purpose of Congress to assure equality of employment opportunities.”
— McDonnell Douglas Corp. v. Green, 411 U.S. 792 (1973)

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OFFER LETTERS, AT-WILL EMPLOYMENT & EMPLOYMENT AGREEMENTS

How to read the documents that define the job before the first day creates the first dispute.

THE ONE-SENTENCE RULE “At will” is a default rule, not permission to violate wage, discrimination, retaliation, leave, contract, or public-policy law.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
At-will clause	Does the offer preserve at-will status or promise a definite term / cause protection?	**FOUNDATIONAL**	Read the exact language; do not rely on shorthand.
Compensation	Are base, bonus, commissions, equity, and review cycles defined?	**HIGH**	Attach or obtain every referenced plan.
Termination benefits	Is there severance, change-in-control, good-reason, or notice language?	**HIGH for executives**	These terms can create leverage years later.
Restrictions	Arbitration, confidentiality, IP, nonsolicit, repayment, relocation?	**HIGH**	A short offer can incorporate long attachments.
Oral promises	Did a recruiter or executive promise something absent from the letter?	**RISK**	Confirm in writing before signing.

FIVE RULES THAT MATTER

1. Labor Code section 2922 creates a presumption of at-will employment when no specified term exists, but contracts and public policy can change the analysis.
2. At-will status does not authorize discrimination, retaliation, wage theft, protected-leave interference, or other unlawful conduct.
3. Incorporated plans matter. Bonus, commission, equity, severance, and change-in-control documents may control money the offer letter only summarizes.
4. Integration and modification clauses can make later oral promises difficult to enforce. Material terms belong in writing.
5. Read the exit provisions on the way in. “Good reason,” cause definitions, notice, cure, equity treatment, and repayment clauses matter most when the relationship is ending.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Does the offer preserve at-will status or promise a definite term / cause protection?	Signed offer letter and every version; Employment agreement and amendments	Read the exact language; do not rely on shorthand.

READ THE OFFER LIKE A FUTURE EXHIBIT

Money	Control	Exit
Salary / variable comp / equity / benefits / expenses	Duties / location / reporting line / remote status / policies	At-will or term / cause / good reason / severance / notice / post-employment obligations

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Signed offer letter and every version
- ☐ Employment agreement and amendments
- ☐ Bonus and commission plans
- ☐ Equity plan and grant documents
- ☐ Severance / CIC plan
- ☐ Arbitration and confidentiality agreements
- ☐ Employee handbook in effect at hire

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
years later, the defense brief usually starts with the document everyone signed on day one. Read it now as though someone will eventually put it on a screen in a deposition. They might.	Read the exact language; do not rely on shorthand. • Attach or obtain every referenced plan. • These terms can create leverage years later.

WHEN PROMPT LEGAL REVIEW MAY MATTER You are asked to sign arbitration, IP, confidentiality, or repayment terms. • A background report, application answer, or reference issue may cost the job. • You need a clean job-search and mitigation record after a separation.

RELATED RUGGLES LAW FIRM READING

- The At-Will Employment Hoax
- What Is a Compensation Plan in California?
- Severance Agreement Articles

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Labor Code section 2922	• Foley v. Interactive Data Corp., 47 Cal.3d 654 (1988) • Guz v. Bechtel National, Inc., 24 Cal.4th 317 (2000)

SCAN TO READ
The At-Will Employment Hoax
RugglesLawFirm.com

OFFICIAL RESOURCES California Legislature - Labor Code | CRD Employment

> *"An employment, having no specified term, may be terminated at the will of either party."*
> — Labor Code § 2922; see Foley v. Interactive Data Corp., 47 Cal.3d 654 (1988)

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ARBITRATION, CONFIDENTIALITY & IP AGREEMENTS AT HIRING

The forms employees sign quickly can decide where future disputes are heard and what information moves with them.

THE ONE-SENTENCE RULE The onboarding stack is not paperwork clutter: arbitration, confidentiality, invention-assignment, repayment, and mobility provisions can shape a dispute years later.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Arbitration	Does the agreement require private arbitration and who pays forum costs?	**HIGH**	Save the exact signed version and rules incorporated by reference.
Confidentiality	Does the clause protect trade secrets or sweep far beyond legitimate confidential information?	**VARIES**	Do not take company data; do keep your own lawful employment records.
IP / inventions	What work, inventions, and prior projects are excluded?	**HIGH for technical roles**	List pre-existing IP where appropriate.
Repayment / stay-or-pay	Does a bonus, training, relocation, or benefit become repayable if you leave?	**HIGH**	Read triggers, amounts, proration, and current California restrictions.
Noncompete / nonsolicit	Does the agreement restrict future work or customer contact?	**RED FLAG in CA**	California generally voids employment noncompetes absent narrow statutory exceptions.

FIVE RULES THAT MATTER

1. Arbitration agreements can be enforceable, but California law imposes fairness requirements in mandatory employment arbitration and federal preemption can control some questions.
2. The signed agreement matters more than recollection. Save it, the incorporated rules, opt-out language, and any electronic acceptance record.
3. Confidentiality is not a license to obstruct lawful reporting of discrimination, harassment, retaliation, wages, or other protected conduct.
4. California broadly disfavors employment noncompetes; related nonsolicit language deserves careful review rather than automatic obedience.
5. Do not solve a document-preservation problem by taking trade secrets. Preserve your own employment records lawfully and ask counsel before copying questionable material.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Does the agreement require private arbitration and who pays forum costs?	Signed arbitration agreement; Electronic acceptance / onboarding receipt	Save the exact signed version and rules incorporated by reference.

THE SIGNATURE PAGE IS ONLY THE BEGINNING

Forum	Information	Mobility
Court vs arbitration / venue / rules / fees / discovery	Trade secrets / personnel records / personal devices / reporting carve-outs	Noncompete / nonsolicit / invention assignment / repayment / garden leave

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Signed arbitration agreement
- ☐ Electronic acceptance / onboarding receipt
- ☐ Arbitration provider rules named in agreement
- ☐ Confidentiality / proprietary-information agreement
- ☐ Invention-assignment agreement and exhibits
- ☐ Repayment / relocation / training agreements
- ☐ Employee handbook acknowledgments

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
when a lawsuit arrives, one of the first defense tasks is often to locate the arbitration agreement and prove assent. If you cannot find your copy, assume someone else can.	Save the exact signed version and rules incorporated by reference. • Do not take company data; do keep your own lawful employment records. • List pre-existing IP where appropriate.

WHEN PROMPT LEGAL REVIEW MAY MATTER You are asked to sign arbitration, IP, confidentiality, or repayment terms. • A background report, application answer, or reference issue may cost the job. • You need a clean job-search and mitigation record after a separation.

RELATED RUGGLES LAW FIRM READING

- Practice Areas
- The At-Will Employment Hoax
- Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Code of Civil Procedure section 1281 • Government Code section 12964.5	• Armendariz v. Foundation Health Psychcare Services, Inc., 24 Cal.4th 83 (2000) • OTO, L.L.C. v. Kho, 8 Cal.5th 111 (2019)

SCAN TO READ
Practice Areas
RugglesLawFirm.com

OFFICIAL RESOURCES California Courts - Arbitration Basics | California Legislature - Business & Professions Code

> *"Arbitration agreements cannot generally be made to serve as a vehicle for the waiver of statutory rights."*
> — Armendariz v. Foundation Health Psychcare Services, Inc., 24 Cal.4th 83 (2000)

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EMPLOYEE OR INDEPENDENT CONTRACTOR? THE ABC TEST & MISCLASSIFICATION

California classification rules, common exceptions, and the wage claims that can follow when a worker is labeled a contractor but treated like an employee.

THE ONE-SENTENCE RULE The contract label is not the test. Start with Labor Code section 2775, identify whether the ABC test or a statutory exception applies, and then examine the actual working relationship.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Control	Who sets methods, schedule, location, pricing, and performance standards?	**HIGH**	The written agreement is evidence, not the final answer.
Usual business	Is the work outside the hiring entity's usual course of business?	**HIGH under ABC**	A core-business worker is harder to classify as independent.
Independent trade	Does the worker actually operate an independently established business?	**HIGH**	Look for multiple clients, marketing, tools, risk, and business infrastructure.
Exception	Does a statutory occupation or business-to-business exception apply?	**FACT-SPECIFIC**	Exceptions have detailed conditions; a job title is not enough.
Consequences	Were wages, overtime, breaks, expenses, payroll taxes, or benefits avoided?	**POTENTIALLY LARGE**	Classification often unlocks several derivative claims.

FIVE RULES THAT MATTER

1. Labor Code section 2775 generally presumes employee status unless the hiring entity proves each part of the ABC test, subject to statutory exceptions.
2. The ABC test asks whether the worker is free from control, performs work outside the usual course of the hiring entity's business, and is customarily engaged in an independently established trade or business.
3. If an exception applies, the Borello multi-factor test or another statutory test may govern; an exception does not automatically make the worker independent.
4. Labor Code section 226.8 separately prohibits willful misclassification and certain deductions or charges imposed on a misclassified worker.
5. A classification claim often carries related minimum-wage, overtime, meal-period, rest-period, expense-reimbursement, wage-statement, and waiting-time claims.

FAST CHECK: Reconstruct the issue from source records: status, work or transaction, rate or formula, payments, deductions, and dates.

RECORD TO BUILD: Compare actual control, the hiring entity’s usual business, independent-business evidence, clients, tools, hours, expenses, and economic risk.

RUN THE CLASSIFICATION AUDIT BEFORE CALCULATING DAMAGES

Status test	Operational facts	Potential claims
ABC test / statutory exception / Borello	Control / business model / customers / pricing / tools / opportunity for profit	Wages / overtime / breaks / expenses / statements / penalties

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ All contracts and amendments
- ☐ Invoices and payment records
- ☐ Schedules, policies, and performance standards
- ☐ Texts and emails showing supervision or required availability
- ☐ Evidence of other clients or restrictions on other work
- ☐ Who supplied tools, equipment, insurance, and workspace
- ☐ Job advertisements and public descriptions of the business

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
classification defenses are usually built around the agreement. The plaintiff-side audit begins where the agreement ends: what the company actually controlled, whether the work was central to its business, and whether the supposed independent business existed outside the label.	The written agreement is evidence, not the final answer. • A core-business worker is harder to classify as independent. • Look for multiple clients, marketing, tools, risk, and business...

RELATED RUGGLES LAW FIRM READING

• Employee Misclassification Articles
• Unpaid Wages Resource Center
• Large Unpaid Wage Claims in California
• Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS
• Labor Code section 2775
• Labor Code section 226.8

PUBLISHED CALIFORNIA CASES
• Dynamex Operations West, Inc. v. Superior Court, 4 Cal.5th 903 (2018)
• Vazquez v. Jan-Pro Franchising International, Inc., 10 Cal.5th 944 (2021)
• S.G. Borello & Sons, Inc. v. Department of Industrial Relations, 48 Cal.3d 341 (1989)

SCAN TO READ
Employee Misclassification Articles
RugglesLawFirm.com

OFFICIAL RESOURCES California Labor Code section 2775 | California Labor Commissioner - Independent Contractor versus Employee

> *California starts with the statutory test, not the label selected by the parties.*
> — Dynamex Operations West, Inc. v. Superior Court, 4 Cal.5th 903 (2018)

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EXEMPT OR NONEXEMPT? EXECUTIVE, ADMINISTRATIVE, PROFESSIONAL & SALES EXEMPTIONS

Why salary and title do not decide overtime rights, and how California evaluates duties, salary basis, time spent, and specialized exemption rules.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE Exempt status is an affirmative defense. The employer must fit the employee within an exemption by proving the required salary and actual duties - not merely pointing to a title or offer letter.

WHEN PROMPT LEGAL REVIEW MAY MATTER Pay, time, classification, deductions, or payroll records do not match reality. • The employer changes a formula, quota, rate, or credit after the work is performed. • A final-pay, wage-claim, release, or filing deadline may be running.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Salary threshold	Was the employee paid at least the applicable California threshold on a salary basis?	**FOUNDATIONAL**	A salary alone never completes the exemption.
Primary duties	Did exempt work occupy more than half of the employee's time under California's quantitative approach?	**HIGH**	Track what the employee actually did each week.
Discretion	Did the role involve independent judgment on matters of significance?	**HIGH for administrative**	Following detailed procedures may undercut the defense.
Management	Did the employee truly direct the enterprise or a recognized department and influence personnel decisions?	**HIGH for executive**	Lead-worker duties are not always management.
Sales rules	Was the employee outside sales, or a commissioned inside salesperson meeting the applicable Wage Order test?	**SPECIALIZED**	Location, time spent, earnings, and industry matter.

FIVE RULES THAT MATTER

1. Labor Code sections 510 and 515 and the applicable Wage Order govern most California white-collar exemption questions.
2. California generally examines whether more than half of working time was devoted to exempt duties; federal-style emphasis on a generalized primary duty may not answer the state-law question.
3. Executive status generally requires real management, regular direction of at least two employees, authority or meaningful input on personnel decisions, discretion, and the required salary.
4. Administrative status generally requires office or nonmanual work directly related to management policies or general business operations, discretion and independent judgment, and the required salary.
5. Misclassification can lead to overtime, meal and rest premiums, wage-statement claims, waiting-time penalties, interest, fees, and other derivative remedies.

TEST THE JOB WEEK BY WEEK, TASK BY TASK

Salary rule	Duties test	Time allocation
Threshold / salary basis / deductions	Management / discretion / learned profession / sales	Actual weekly tasks / percentage of time / recurring nonexempt work

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Offer letter and compensation records
- ☐ Job descriptions from each relevant period
- ☐ Calendars and recurring task lists
- ☐ Policies, scripts, approval limits, and escalation rules
- ☐ Org charts and direct-report lists
- ☐ Performance goals and productivity metrics
- ☐ Emails showing hands-on production work

FROM THE EMPLOYER'S SIDE: a defense brief often quotes the job description. A useful cross-examination asks who wrote it, when it was updated, and whether it describes Tuesday afternoon rather than an idealized role on paper.

EMPLOYEE RESPONSE: Reconstruct the calculation from source records and identify the exact amount, entry, policy, or practice that needs correction.

RELATED RUGGLES LAW FIRM READING

- Unpaid Wages Resource Center
- Employee Misclassification Articles
- Wage Theft in California
- Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS
- Labor Code section 510
- Labor Code section 515

PUBLISHED CALIFORNIA CASES
- Ramirez v. Yosemite Water Co., 20 Cal.4th 785 (1999)
- Heyen v. Safeway Inc., 216 Cal.App.4th 795 (2013)
- Eicher v. Advanced Business Integrators, Inc., 151 Cal.App.4th 1363 (2007)

SCAN TO READ
Unpaid Wages Resource Center
RugglesLawFirm.com

OFFICIAL RESOURCES Labor Code section 510 | Labor Code section 515 | California Wage Orders

Courts must examine the realistic requirements of the job rather than rely exclusively on an employer's idealized description.
— Ramirez v. Yosemite Water Co., 20 Cal.4th 785 (1999)

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MINIMUM WAGE, HOURS WORKED & OFF-THE-CLOCK TIME

Pre-shift and post-shift work, security checks, remote messages, travel, on-call time, rounding, and the records that reveal uncompensated work.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE California generally requires payment for time the employer controls, requires, permits, or knows is being worked. A task does not become free merely because it is brief, digital, or performed before clock-in.

WHEN PROMPT LEGAL REVIEW MAY MATTER Pay, time, classification, deductions, or payroll records do not match reality. • The employer changes a formula, quota, rate, or credit after the work is performed. • A final-pay, wage-claim, release, or filing deadline may be running.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Pre/post-shift	Setup, shutdown, inspections, handoffs, security checks, changing, or required computer startup?	**COMMON**	Compare scheduled time with system and access logs.
Remote work	After-hours email, texts, calls, tickets, approvals, or logins?	**COMMON**	Save messages and estimate recurring minutes carefully.
Travel	Employer-controlled transportation, jobsite travel, or required travel after reporting?	**FACT-SPECIFIC**	Ordinary commuting is different from controlled travel.
On-call / standby	How restricted was the employee's movement and personal use of time?	**FACT-SPECIFIC**	Control and practical freedom matter.
Rounding / edits	Were punches rounded, auto-deducted, or altered in a way that systematically lost time?	**HIGH IF RECURRING**	Obtain raw punches and edit histories.

FIVE RULES THAT MATTER

1. Labor Code sections 1182.12, 1194, and 1197 protect California minimum wages and permit employees to recover unpaid minimum compensation notwithstanding a contrary agreement.
2. California defines compensable time broadly through the applicable Wage Order: time during which the employee is subject to employer control, including time the employer suffers or permits the employee to work.
3. The California Supreme Court has rejected a broad federal de minimis defense for regularly recurring work; small amounts of time can still be compensable.
4. Required exit searches, controlled transportation, and standby restrictions can be compensable depending on the facts and governing Wage Order.
5. Labor Code section 1174 requires payroll and time records. When employer records are incomplete, contemporaneous employee records and system data become especially important.

RECONSTRUCT THE REAL WORKDAY FROM SYSTEMS, NOT MEMORY ALONE

Scheduled day	Hidden work	Objective data
Shift / clock punches / meal entries	Setup / shutdown / messages / travel / standby / inspections	Badge / VPN / email / CRM / phone / GPS / edits / schedules

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Raw time punches and edit history
- ☐ Schedules and staffing records
- ☐ Email, chat, ticket, CRM, and login timestamps
- ☐ Badge, security, gate, or parking records
- ☐ Phone logs and after-hours messages
- ☐ Travel requirements and transportation policies
- ☐ Personal contemporaneous time log

FROM THE EMPLOYER'S SIDE: the strongest off-the-clock case is rarely built from an estimate alone. It is built when the timeclock says 5:00, the VPN says 5:17, the email system says 5:24, and the same pattern repeats. The answer is math.

EMPLOYEE RESPONSE: Reconstruct the calculation from source records and identify the exact amount, entry, policy, or practice that needs correction.

RELATED RUGGLES LAW FIRM READING

- Wage Theft in California
- Large Unpaid Wage Claims in California
- Unpaid Wages Resource Center
- Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Labor Code section 1182.12 • Labor Code section 1194 • Labor Code section 1197 • Labor Code section 1174	• Troester v. Starbucks Corp., 5 Cal.5th 829 (2018) • Frlekin v. Apple Inc., 8 Cal.5th 1038 (2020) • Morillion v. Royal Packing Co., 22 Cal.4th 575 (2000) • Huerta v. CSI Electrical Contractors, Inc., 15 Cal.5th 908 (2024)

SCAN TO READ
Wage Theft in California
RugglesLawFirm.com

OFFICIAL RESOURCES Labor Code section 1194 | Labor Code section 1197 | California Wage Orders

> *California wage law does not permit an employer to require regularly recurring work without compensation merely because each task is short.*
> — Troester v. Starbucks Corp., 5 Cal.5th 829 (2018)

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OVERTIME, DOUBLE TIME & THE REGULAR RATE OF PAY

Daily and weekly overtime, seventh-day rules, alternative workweeks, flat-sum bonuses, commissions, and the pay-rate calculation that drives the claim.

THE ONE-SENTENCE RULE Overtime is not always hourly rate times 1.5. First determine the compensable hours; then identify every remuneration item that belongs in the regular rate; then apply California's daily, weekly, seventh-day, and double-time rules.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Daily overtime	More than 8 hours in a workday?	**COMMON**	Check the employer-defined workday, not merely calendar days.
Weekly overtime	More than 40 hours in a workweek?	**COMMON**	No pyramiding, but daily and weekly rules interact.
Seventh day	Seven consecutive days in the workweek?	**FACT-SPECIFIC**	The first 8 hours may be overtime; later hours may be double time.
Double time	More than 12 hours in a workday or more than 8 on the seventh day?	**HIGH VALUE**	Calculate separately.
Regular rate	Were nondiscretionary bonuses, commissions, shift differentials, or other pay included?	**COMMON ERROR**	The denominator and allocation period matter.

FIVE RULES THAT MATTER

1. Labor Code section 510 generally requires overtime after eight hours in a workday, after 40 hours in a workweek, and for specified seventh-day work, with double time in defined circumstances.
2. A valid alternative workweek under Labor Code section 511 can alter daily overtime rules, but only if statutory and Wage Order requirements were satisfied.
3. The regular rate can include nondiscretionary bonuses, commissions, shift differentials, and other compensation; labels do not decide inclusion.
4. Flat-sum bonuses are treated differently from production bonuses when allocated into the regular rate under California law.
5. Labor Code section 1194 permits recovery of unpaid overtime plus interest and fees, and overtime errors often create wage-statement and final-pay consequences.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
More than 8 hours in a workday?	Timecards and schedules; Paystubs and payroll registers	Check the employer-defined workday, not merely calendar days.

BUILD THE OVERTIME MODEL FROM HOURS + PAY COMPONENTS

Hours layer	Rate layer	Remedy layer
Daily / weekly / seventh day / double time	Base pay / bonus / commission / differential / allocation	Unpaid overtime / interest / statements / waiting time / fees

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Timecards and schedules
- ☐ Paystubs and payroll registers
- ☐ Bonus and commission plans
- ☐ Shift-differential policies
- ☐ Alternative-workweek election materials
- ☐ Workday and workweek definitions
- ☐ Regular-rate calculations or payroll codes

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
overtime litigation often becomes a spreadsheet dispute. The decisive question may be less dramatic than the complaint: which dollars belong in the numerator, which hours belong in the denominator, and what did payroll actually calculate?	Check the employer-defined workday, not merely calendar days. • No pyramiding, but daily and weekly rules interact. • The first 8 hours may be overtime; later hours may be double time.

WHEN PROMPT LEGAL REVIEW MAY MATTER Pay, time, classification, deductions, or payroll records do not match reality. • The employer changes a formula, quota, rate, or credit after the work is performed. • A final-pay, wage-claim, release, or filing deadline may be running.

RELATED RUGGLES LAW FIRM READING

- Large Unpaid Wage Claims in California
- Complete Guide to California Commission Disputes
- Unpaid Wages Resource Center
- Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Labor Code section 510 • Labor Code section 511 • Labor Code section 1194	• Alvarado v. Dart Container Corp. of California, 4 Cal.5th 542 (2018) • Ferra v. Loews Hollywood Hotel, LLC, 11 Cal.5th 858 (2021) • Peabody v. Time Warner Cable, Inc., 59 Cal.4th 662 (2014)

SCAN TO READ
Large Unpaid Wage Claims in California
RugglesLawFirm.com

OFFICIAL RESOURCES Labor Code section 510 | Labor Code section 511 | Labor Code section 1194

> *California requires a flat-sum bonus to be allocated in a manner that does not dilute the overtime premium.*
> — Alvarado v. Dart Container Corp. of California, 4 Cal.5th 542 (2018)

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MEAL PERIODS, REST BREAKS, REPORTING-TIME & SPLIT-SHIFT PAY

A practical guide to break timing and freedom from duty, premium pay, short shifts, call-ins, and long unpaid gaps within the workday.

THE ONE-SENTENCE RULE Break law is about what was actually provided: timing, duration, freedom from duty, and practical opportunity. A compliant policy does not prove a compliant workday.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
First meal	Was a duty-free 30-minute meal provided by the end of the fifth hour?	**HIGH**	Late, short, interrupted, or on-duty meals require analysis.
Second meal	Did work exceed 10 hours and, if so, was a timely second meal provided or lawfully waived?	**HIGH**	Waiver conditions are specific.
Rest periods	Was a paid net 10-minute rest period authorized and permitted for each four hours or major fraction?	**HIGH**	On-call rest periods may be noncompliant.
Reporting time	Did the employee report or call in as required but receive too little work?	**FACT-SPECIFIC**	The Wage Order can require minimum reporting pay.
Split shift	Was the workday divided by a long unpaid employer-controlled gap?	**FACT-SPECIFIC**	Minimum-wage and Wage Order rules control.

FIVE RULES THAT MATTER

1. Labor Code sections 226.7 and 512 and the applicable Wage Order govern meal and rest periods and premium pay.
2. An employer must provide a compliant meal opportunity but generally need not police employees to ensure no work occurs after a genuine duty-free period is provided.
3. Time records showing short, late, or missing meals can create rebuttable presumptions; automatic rounding of meal punches is especially problematic.
4. Rest periods must be duty free. Requiring employees to remain on call or responsive can violate California rest-period rules.
5. Reporting-time and split-shift pay arise from Wage Order provisions and depend on scheduled work, actual reporting, hours furnished, and minimum-wage calculations.

FAST CHECK: Reconstruct the issue from source records: status, work or transaction, rate or formula, payments, deductions, and dates.

RECORD TO BUILD: Create a day-by-day schedule showing start and end times, meal starts and ends, interruptions, rest periods, call-ins, and split shifts.

AUDIT EACH SHIFT: WHEN, HOW LONG, AND HOW FREE FROM DUTY?

Meal periods	Rest periods	Short or split shifts
Start time / duration / interruption / waiver / premium	Authorized / practically available / on call / premium	Report / call-in / work furnished / gap / applicable Wage Order

DOCUMENTS / ACTIONS TO SAVE NOW

☐ Raw meal punches and time edits
☐ Schedules and staffing levels
☐ Premium-pay entries on wage statements
☐ Meal waivers and on-duty agreements
☐ Policies requiring radios, phones, or immediate response
☐ Call-in or scheduling-app records
☐ Records of short shifts and cancelled work

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
a written break policy is exhibit one, not the verdict. The defense still has to explain staffing, workload, punch patterns, edits, premium payments, and whether employees could actually leave the work behind for the required period.	Late, short, interrupted, or on-duty meals require analysis. • Waiver conditions are specific. • On-call rest periods may be noncompliant.

RELATED RUGGLES LAW FIRM READING

• Wage Theft in California
• Unpaid Wages Resource Center
• Large Unpaid Wage Claims in California
• Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Labor Code section 226.7 • Labor Code section 512	• Brinker Restaurant Corp. v. Superior Court, 53 Cal.4th 1004 (2012) • Donohue v. AMN Services, LLC, 11 Cal.5th 58 (2021) • Augustus v. ABM Security Services, Inc., 2 Cal.5th 257 (2016) • Ward v. Tilly's, Inc., 31 Cal.App.5th 1167 (2019)

SCAN TO READ
Wage Theft in California
RugglesLawFirm.com

OFFICIAL RESOURCES Labor Code section 226.7 | Labor Code section 512 | DIR - Wages, Breaks and Retaliation

> *A compliant meal period must be provided after no more than five hours of work, and rest periods must be free from employer control.*
> — Brinker Restaurant Corp. v. Superior Court, 53 Cal.4th 1004 (2012); Augustus v. ABM Security Services, Inc., 2 Cal.5th 257 (2016)

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WAGE STATEMENTS, PAYDAYS, PAYROLL RECORDS & UNLAWFUL DEDUCTIONS

What a California paystub must show, when wages must be paid, what records must be kept, and when an employer cannot shift business losses to an employee.

THE ONE-SENTENCE RULE Payroll documents are not clerical trivia. They are statutory records that should reveal who employed the worker, what was earned, what was deducted, which rates applied, and whether wages were paid on time.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Payday timing	Were regular wages paid within the deadlines in Labor Code section 204 or a special industry rule?	**HIGH**	Map each pay period and payment date.
Itemized statement	Does the wage statement contain all required section 226 information and permit prompt calculation?	**HIGH**	Save the original electronic or paper statement.
Records	Did the employer retain accurate payroll, time, rate, and deduction records?	**HIGH**	Request raw data, not only summaries.
Deductions	Were shortages, losses, uniforms, tools, overpayments, or commission chargebacks deducted lawfully?	**HIGH**	Written authorization does not validate every deduction.
Pay-rate notice	Were rates and changes documented and applied prospectively?	**VARIES**	Compare notices, plans, payroll codes, and actual statements.

FIVE RULES THAT MATTER

1. Labor Code section 204 generally governs regular paydays; industry-specific and temporary-service rules may create different deadlines.
2. Labor Code section 226 requires accurate itemized wage statements showing specified information, including gross and net wages, hours where required, rates, dates, deductions, and the legal employer.
3. Labor Code section 1174 requires payroll and time records, generally for at least three years, while section 226 creates a separate right to inspect or copy wage statements.
4. Labor Code sections 221 through 224 restrict kickbacks and deductions. Employers generally cannot transfer ordinary business losses to employees through payroll.
5. Wage-statement remedies depend on the violation and statutory standards, and underlying wage violations can create derivative statement and final-pay issues.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Were regular wages paid within the deadlines in Labor Code section 204 or a special industry rule?	All wage statements and direct-deposit records; Payroll registers and earnings histories	Map each pay period and payment date.

RECONCILE EVERY PAY PERIOD FROM SOURCE DATA TO NET PAY

Time and earnings	Statement fields	Deductions and timing
Raw hours / rates / commissions / bonuses	Required section 226 fields / employer identity / dates	Authorization / business-loss rule / payment date / correction

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ All wage statements and direct-deposit records
- ☐ Payroll registers and earnings histories
- ☐ Raw time records and edits
- ☐ Rate-change notices and offer letters
- ☐ Deduction authorizations
- ☐ Commission chargeback records
- ☐ Uniform, tool, equipment, or loss policies

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
a payroll defense is strongest when the records reconcile. If the wage statement, time system, compensation plan, and bank deposit tell four different stories, the contradiction is the case.	Map each pay period and payment date. • Save the original electronic or paper statement. • Request raw data, not only summaries.

WHEN PROMPT LEGAL REVIEW MAY MATTER Pay, time, classification, deductions, or payroll records do not match reality. • The employer changes a formula, quota, rate, or credit after the work is performed. • A final-pay, wage-claim, release, or filing deadline may be running.

RELATED RUGGLES LAW FIRM READING

- Wage Theft in California
- Complete Guide to California Commission Disputes
- Unpaid Wages Resource Center
- Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS
- Labor Code section 204
- Labor Code section 226
- Labor Code section 221
- Labor Code section 1174

PUBLISHED CALIFORNIA CASES
- Ward v. United Airlines, Inc., 9 Cal.5th 732 (2020)
- Naranjo v. Spectrum Security Services, Inc., 15 Cal.5th 1056 (2024)
- Barnhill v. Robert Saunders & Co., 125 Cal.App.3d 1 (1981)
- Hudgins v. Neiman Marcus Group, Inc., 34 Cal.App.4th 1109 (1995)

SCAN TO READ
Wage Theft in California
RugglesLawFirm.com

OFFICIAL RESOURCES Labor Code section 204 | Labor Code section 226 | DIR - Paydays and Final Wages

> *California requires wage statements that permit employees to determine required information promptly and accurately from the document itself.*
> — Ward v. United Airlines, Inc., 9 Cal.5th 732 (2020)

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COMPENSATION PLANS, BONUSES, COMMISSIONS, DRAWS & CHARGEBACKS

How to identify when incentive compensation is earned, whether a cap or chargeback exists, and what happens when the employer changes the explanation after the work is done.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE Start with the governing written plan, identify the event that earns compensation, compare the company's transaction and payroll records, and require the employer to identify the exact written term authorizing any reduction.

WHEN PROMPT LEGAL REVIEW MAY MATTER Pay, time, classification, deductions, or payroll records do not match reality. • The employer changes a formula, quota, rate, or credit after the work is performed. • A final-pay, wage-claim, release, or filing deadline may be running.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Governing plan	Which version and amendment applied when the work occurred?	**FOUNDATIONAL**	Save the complete plan and acceptance record.
Earning event	Booking, shipment, customer payment, quota credit, continued employment, or another condition?	**HIGH**	Separate earning from later payment timing.
Caps / windfalls	Is a cap, windfall rule, allocation right, or management override actually written?	**HIGH**	Negative space matters.
Draw / guarantee	Recoverable or nonrecoverable? What event permits reconciliation or repayment?	**HIGH**	Audit the ledger.
Chargeback	Was the reversal authorized, tied to a legitimate event, and calculated under the plan?	**HIGH**	Compare transaction history and payroll.

FIVE RULES THAT MATTER

1. Labor Code section 2751 generally requires California commission agreements to be in writing and to explain the method by which commissions are computed and paid.
2. Whether a bonus or commission is earned depends on the governing terms and whether lawful conditions precedent were satisfied.
3. Once compensation is earned as wages, the employer generally cannot retroactively invent a new forfeiture, cap, or discretionary reduction.
4. Commission deductions and chargebacks must comply with the agreement and California rules against shifting ordinary business losses to employees.
5. A plan may often be changed prospectively with proper communication; changing the rules after performance is complete presents a different problem.

THE COMPENSATION AUDIT: PLAN + TRANSACTION + PAYROLL

Plan	Transaction record	Payment record
Formula / rates / tiers / conditions / amendments	CRM / booking / approvals / customer payment / quota credit	Commission statement / draw ledger / wage statement / deduction / bank deposit

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Every compensation-plan version
- ☐ Offer letter and compensation summaries
- ☐ Commission and bonus statements
- ☐ CRM and transaction records lawfully available
- ☐ Quota and performance dashboards
- ☐ Customer payment or cancellation records
- ☐ Draw and chargeback ledgers

FROM THE EMPLOYER'S SIDE: sophisticated explanations often collapse when the company is asked to identify the precise sentence authorizing the adjustment. If the plan pays above 250 percent but the defense discovers an unwritten 120 percent cap after the deal closes, the most important feature may be what the plan does not contain.

EMPLOYEE RESPONSE: Reconstruct the calculation from source records and identify the exact amount, entry, policy, or practice that needs correction.

RELATED RUGGLES LAW FIRM READING

- Complete Guide to California Commission Disputes
- What Is a Compensation Plan in California?
- How to Fight Illegal Commission Chargebacks
- Unpaid Wages Resource Center

CALIFORNIA STATUTES / REGULATIONS
- Labor Code section 2751
- Labor Code section 200
- Labor Code section 221

PUBLISHED CALIFORNIA CASES
- Schachter v. Citigroup, Inc., 47 Cal.4th 610 (2009)
- Koehl v. Verio, Inc., 142 Cal.App.4th 1313 (2006)
- Sciborski v. Pacific Bell Directory, 205 Cal.App.4th 1152 (2012)
- Neisendorf v. Levi Strauss & Co., 143 Cal.App.4th 509 (2006)

SCAN TO READ
Complete Guide to California Commission Disputes
RugglesLawFirm.com

OFFICIAL RESOURCES Labor Code section 2751 | Labor Code section 221 | California Labor Commissioner - Wage Claims

The written plan and satisfied conditions determine when incentive compensation becomes earned wages.
— Schachter v. Citigroup, Inc., 47 Cal.4th 610 (2009)

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EQUAL PAY, PAY TRANSPARENCY & PAY DISCRIMINATION

Substantially similar work, lawful factors explaining pay differences, salary-history limits, job-posting ranges, and retaliation for discussing compensation.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE A useful equal-pay analysis compares substantially similar work, skill, effort, responsibility, and working conditions - then tests whether the employer can prove the entire difference through lawful, job-related factors.

WHEN PROMPT LEGAL REVIEW MAY MATTER Pay, time, classification, deductions, or payroll records do not match reality. • The employer changes a formula, quota, rate, or credit after the work is performed. • A final-pay, wage-claim, release, or filing deadline may be running.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Comparator work	Is the work substantially similar despite different titles, departments, or locations?	**FOUNDATIONAL**	Compare duties and responsibility, not labels alone.
Pay difference	Base, bonus, commission, equity, benefits, or other compensation?	**HIGH**	Use total compensation and period-specific data.
Employer factor	Seniority, merit, production, or bona fide factor other than sex, race, or ethnicity?	**DEFENSE ISSUE**	The factor must account for the entire differential.
Salary history	Was prior pay sought or used to justify current pay?	**RED FLAG**	Salary history alone cannot justify a disparity.
Transparency / retaliation	Was a posting range missing or was the employee punished for asking about or discussing pay?	**SEPARATE CLAIMS**	Save postings and communications.

FIVE RULES THAT MATTER

1. Labor Code section 1197.5 prohibits paying employees of another sex, race, or ethnicity less for substantially similar work, subject to specified affirmative defenses.
2. The comparison focuses on skill, effort, responsibility, and similar working conditions rather than identical titles or establishments.
3. An employer relying on seniority, merit, production, education, training, experience, or another bona fide factor must satisfy statutory conditions and account for the entire wage differential.
4. Labor Code section 432.3 restricts salary-history inquiries and requires many employers to include pay scales in job postings and provide pay-scale information upon request.
5. California protects employees from retaliation for invoking equal-pay rights or discussing or inquiring about wages, subject to statutory limits.

COMPARE THE WORK, THE PAY, AND THE EMPLOYER'S EXPLANATION

Substantially similar work	Total compensation	Defense audit
Duties / skill / effort / responsibility / conditions	Salary / bonus / commission / equity / benefits	Factor used / job relation / consistency / entire differential

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Job descriptions and actual task comparisons
- ☐ Org charts and team assignments
- ☐ Pay records and compensation summaries
- ☐ Job postings and advertised ranges
- ☐ Performance reviews and promotion histories
- ☐ Seniority, credential, and production records
- ☐ Communications about salary history or pay requests

FROM THE EMPLOYER'S SIDE: the defense usually needs a clean, consistently applied explanation for the full differential. A vague claim that one employee was simply better paid is not analysis; it is the question wearing a tie.

EMPLOYEE RESPONSE: Reconstruct the calculation from source records and identify the exact amount, entry, policy, or practice that needs correction.

RELATED RUGGLES LAW FIRM READING

• Workplace Discrimination Resource Center
• Unpaid Wages Resource Center
• Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Labor Code section 1197.5 • Labor Code section 432.3	• Allen v. Staples, Inc., 84 Cal.App.5th 188 (2022) • Hall v. County of Los Angeles, 148 Cal.App.4th 318 (2007)

SCAN TO READ
Workplace Discrimination
Resource Center
RugglesLawFirm.com

OFFICIAL RESOURCES Labor Code section 1197.5 | Labor Code section 432.3 | DIR - California Equal Pay Act

California's equal-pay statute asks whether work is substantially similar and whether lawful factors explain the entire differential.
— Allen v. Staples, Inc., 84 Cal.App.5th 188 (2022)

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EXPENSE REIMBURSEMENT, REMOTE WORK, VEHICLES, PHONES & BUSINESS COSTS

When California employees may be entitled to reimbursement for necessary business expenses and why a policy cannot simply declare employer costs to be personal.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE Labor Code section 2802 generally requires reimbursement of necessary expenditures or losses incurred in direct consequence of job duties. The employee should identify the business requirement, the reasonable cost, and what the employer knew.

WHEN PROMPT LEGAL REVIEW MAY MATTER Pay, time, classification, deductions, or payroll records do not match reality. • The employer changes a formula, quota, rate, or credit after the work is performed. • A final-pay, wage-claim, release, or filing deadline may be running.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Phone / internet	Was personal service required or routinely used for company work?	**COMMON**	A reasonable percentage may be reimbursable even under an unlimited plan.
Vehicle / travel	Was a personal vehicle required beyond ordinary commuting?	**COMMON**	Mileage, actual expenses, parking, and tolls may matter.
Remote workspace	Did the employer require equipment, supplies, connectivity, or a dedicated setup?	**FACT-SPECIFIC**	Necessity and available company alternatives matter.
Uniforms / tools	Did the employee buy distinctive uniforms, tools, safety gear, or equipment required by the job?	**FACT-SPECIFIC**	Wage Orders may add rules.
Losses / indemnity	Did job duties cause a necessary loss or third-party claim?	**SPECIALIZED**	Section 2802 can extend beyond small receipts.

FIVE RULES THAT MATTER

1. Labor Code section 2802 requires employers to indemnify employees for necessary expenditures or losses incurred in direct consequence of job duties or obedience to employer directions.
2. Labor Code section 2804 generally prevents waiver of section 2802 rights through a private agreement or policy.
3. An employer that requires use of a personal cell phone must generally reimburse a reasonable percentage of the bill even if the employee has an unlimited plan or another person pays it.
4. Employers may use reasonable reimbursement methods, including mileage or allowances, if they actually cover necessary expenses; labels do not cure under-reimbursement.
5. Expense claims should be documented by category and time period and can generate interest and fee issues under section 2802.

LINK THE BUSINESS REQUIREMENT TO A REASONABLE COST

Requirement	Cost evidence	Employer knowledge
Policy / instruction / practical necessity	Receipts / bills / mileage / market cost / allocation	Approvals / repeated use / manager requests / expense denials

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Phone and internet bills
- ☐ Mileage log, parking, tolls, and vehicle records
- ☐ Receipts for equipment, supplies, tools, and uniforms
- ☐ Remote-work policies and equipment requests
- ☐ Emails or texts requiring personal-device use
- ☐ Expense reports and denials
- ☐ Stipend or allowance calculations

FROM THE EMPLOYER'S SIDE: reimbursement cases are easiest to defend when the company can show both a reasonable policy and actual payment. A handbook promising reimbursement is not very useful if the manager requires personal-phone work and denies every request.

EMPLOYEE RESPONSE: Reconstruct the calculation from source records and identify the exact amount, entry, policy, or practice that needs correction.

PRACTICAL POINT: The arithmetic is persuasive only when every input can be traced to a time record, payroll entry, written plan, or statutory rule.

RELATED RUGGLES LAW FIRM READING

• Unpaid Wages Resource Center
• Wage Theft in California
• Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Labor Code section 2802 • Labor Code section 2804	• Gattuso v. Harte-Hanks Shoppers, Inc., 42 Cal.4th 554 (2007) • Cochran v. Schwan's Home Service, Inc., 228 Cal.App.4th 1137 (2014)

SCAN TO READ
Unpaid Wages Resource Center
RugglesLawFirm.com

OFFICIAL RESOURCES Labor Code section 2802 | Labor Code section 2804 | California Labor Commissioner - Wage Claims

> *California requires reimbursement of necessary employee expenses and permits reasonable methods of calculating those costs.*
> — Gattuso v. Harte-Hanks Shoppers, Inc., 42 Cal.4th 554 (2007)

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WAGE CLAIMS, DLSE HEARINGS, PAGA & CLASS OR REPRESENTATIVE ACTIONS

The major enforcement paths for unpaid wages and penalties, the difference between an individual wage claim and representative litigation, and the records needed before selecting a forum.

THE ONE-SENTENCE RULE The forum follows the claim. Identify the unpaid wage or statutory violation, limitations period, workforce scope, arbitration agreement, available remedies, and administrative prerequisites before choosing DLSE, court, arbitration, PAGA, or a class theory.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
DLSE wage claim	Individual unpaid wages, overtime, breaks, deductions, or final pay?	**ACCESSIBLE FOR MANY CLAIMS**	A conference and Berman hearing may follow.
Civil lawsuit / arbitration	Substantial damages, complex evidence, fees, or multiple causes of action?	**STRATEGIC**	Forum clauses and claim size matter.
Class action	Common policy or practice affecting a defined group?	**COMPLEX**	Commonality, predominance, manageability, and arbitration issues matter.
PAGA	Labor Code violations on behalf of the state and other aggrieved employees?	**PROCEDURAL**	Notice, cure rules, standing, penalties, and current statutory reforms matter.
Retaliation	Was the employee punished for asking about wages, filing a claim, or reporting violations?	**SEPARATE CLAIM**	Labor Code section 98.6 may apply.

FIVE RULES THAT MATTER

1. Labor Code sections 98 through 98.8 authorize Labor Commissioner procedures for many individual wage claims, including administrative conferences and hearings.
2. Labor Code section 1194 permits civil recovery of unpaid minimum wage and overtime, interest, and attorney fees notwithstanding a contrary agreement.
3. Different remedies have different limitations periods and prerequisites. Waiting-time, wage-statement, break-premium, contract, restitution, and penalty theories should not be assumed to share one deadline.
4. PAGA claims arise under Labor Code sections 2698 through 2699.8 and require compliance with current notice, standing, cure, penalty, and procedural rules.
5. Class, representative, and individual claims are not interchangeable. The workforce, common policy, records, arbitration agreements, and available remedies should be audited before selecting the vehicle.

FAST CHECK: Reconstruct the issue from source records: status, work or transaction, rate or formula, payments, deductions, and dates.

MATCH THE CLAIM TO THE FORUM AND THE EVIDENCE

Claim inventory	Scope and procedure	Remedies and risk
Wages / overtime / breaks / expenses / statements / final pay / retaliation	Individual / group / DLSE / court / arbitration / PAGA notice	Back pay / premiums / penalties / interest / fees / injunctive relief

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Chronology and calculation spreadsheet
- ☐ All pay and time records
- ☐ Policies and plan documents
- ☐ List of similarly affected workers
- ☐ Arbitration agreements and opt-out records
- ☐ Prior complaints and retaliation evidence
- ☐ LWDA/PAGA notice materials if applicable

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
defense counsel will try to fragment the case - one employee, one pay period, one exception. The employee-side audit asks whether the same policy, system, formula, or missing payment repeats across the workforce. Scale is not rhetoric. It is a data question.	A conference and Berman hearing may follow. • Forum clauses and claim size matter. • Commonality, predominance, manageability, and arbitration issues matter.

RELATED RUGGLES LAW FIRM READING

- California PAGA Claims: Practical Guide
- Large Unpaid Wage Claims in California
- Unpaid Wages Resource Center
- Wage Theft in California

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Labor Code section 98 • Labor Code section 98.6 • Labor Code section 1194 • Labor Code section 2699	• Arias v. Superior Court, 46 Cal.4th 969 (2009) • Williams v. Superior Court, 3 Cal.5th 531 (2017) • Adolph v. Uber Technologies, Inc., 14 Cal.5th 1104 (2023) • Estrada v. Royalty Carpet Mills, Inc., 15 Cal.5th 582 (2024)

SCAN TO READ
California PAGA Claims: Practical Guide
RugglesLawFirm.com

OFFICIAL RESOURCES DLSE - How to File a Wage Claim | Labor Code section 98 | Labor Code section 2699

> *PAGA permits an aggrieved employee to pursue civil penalties as a representative of the state, subject to the statute's procedural requirements.*
> — Arias v. Superior Court, 46 Cal.4th 969 (2009)

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PERSONNEL FILES, HANDBOOKS & BUILDING A PAPER TRAIL

The records that tell the before-and-after story of performance, policy, discipline, complaints, and termination.

WHAT THE EMPLOYER WILL TEST
THE ONE-SENTENCE RULE The strongest employment cases often compare what the employer said before the dispute with what it says after. Preserve the contemporaneous record.
WHEN PROMPT LEGAL REVIEW MAY MATTER Pay, time, classification, deductions, or payroll records do not match reality. • The employer changes a formula, quota, rate, or credit after the work is performed. • A final-pay, wage-claim, release, or filing deadline may be running.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Personnel file	Have you requested records relating to performance or grievances?	**HIGH after dispute**	California law provides inspection/copy rights subject to exceptions and timing rules.
Payroll records	Do you have paystubs, wage statements, timecards, and compensation records?	**HIGH**	Get copies before portals close.
Handbook / policy	Which version applied when the event occurred?	**HIGH**	Policies change; save the relevant version.
Performance history	What did reviews say before protected activity or leave?	**HIGH**	The “before” record is a pretext baseline.
Personal notes	Are notes dated, factual, and separated from company confidential information?	**USEFUL**	Write chronology, not a manifesto.

FIVE RULES THAT MATTER

1. Current and former California employees generally have rights under Labor Code section 1198.5 to inspect and obtain personnel records relating to performance or grievances, subject to statutory rules and exceptions.
2. Payroll records, wage statements, policies, reviews, PIPs, complaints, and investigation notices should be preserved before access disappears.
3. Build chronology with contemporaneous documents. A later narrative is stronger when each key date has an exhibit behind it.
4. Do not take trade secrets or privileged materials. “Preserve evidence” is not permission to copy everything on the server.
5. Negative space counts only after you establish what should exist. If the employer claims 50 coaching sessions, ask where the contemporaneous notes are.

THE RUGGLES METHOD: RECORD, NEGATIVE SPACE, CHRONOLOGY

Record	Negative space	Chronology
What document proves the event?	What should exist if the employer story is true?	What did the employer know, and when did it act?

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Personnel file request and response
- ☐ Payroll / wage statement records
- ☐ Handbook and policy versions
- ☐ Performance reviews and awards
- ☐ PIPs / warnings / coaching records
- ☐ Complaints and HR communications
- ☐ Investigation notices / findings

FROM THE EMPLOYER'S SIDE: litigation is easier to defend when the file is boringly consistent. Sudden documentation after years of praise, missing witnesses, or new reasons appearing after termination are exactly the gaps a plaintiff lawyer will audit.

EMPLOYEE RESPONSE: Reconstruct the calculation from source records and identify the exact amount, entry, policy, or practice that needs correction.

RELATED RUGGLES LAW FIRM READING

• Workplace Investigations in California
• Performance Improvement Plan - Employee Guide
• Fired for a False Reason
• Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Labor Code section 1198.5 • Labor Code section 226 • Labor Code section 432	The principal authorities are statutory or federal for this topic; verify current law before relying on a deadline or rule.

SCAN TO READ
Workplace Investigations in California
RugglesLawFirm.com

OFFICIAL RESOURCES Labor Commissioner - Personnel Files | CRD Employment

> *"Proof that the defendant's explanation is unworthy of credence is ... circumstantial evidence that is probative of intentional discrimination."*
> — Reeves v. Sanderson Plumbing Products, Inc., 530 U.S. 133 (2000)

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WORKPLACE DISCRIMINATION: PROTECTED CHARACTERISTICS & DISPARATE TREATMENT

The framework for asking whether an adverse decision was motivated by a protected characteristic rather than a lawful reason.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE Unfair is not always unlawful. The useful question is whether protected status substantially motivated an adverse action and whether the employer's explanation survives the record.

WHEN PROMPT LEGAL REVIEW MAY MATTER Leave, return-to-work, or a requested accommodation is denied or delayed. • The employer demands unclear, excessive, or shifting medical documentation. • Discipline follows notice of disability, pregnancy, medical restrictions, or leave.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Protected status	Race, color, ancestry, national origin, religion, age 40+, disability, sex, pregnancy, sexual orientation, gender identity/expression, medical condition, genetic information, marital status, military/veteran status, reproductive health decisions?	**FOUNDATIONAL**	Identify the specific protected characteristic.
Adverse action	Termination, demotion, pay, promotion, schedule, discipline, denial of opportunity?	**HIGH**	Define the concrete employment consequence.
Comparators	Who was treated better under materially similar circumstances?	**HIGH**	Similarity matters more than labels.
Comments / bias	Are there statements, patterns, stereotypes, or decisionmaker conduct tied to the protected trait?	**HIGH**	Save exact words, dates, witnesses.
Pretext	Does the stated reason match prior records and actual practice?	**HIGH**	Attack the explanation with documents and timing.

FIVE RULES THAT MATTER

1. FEHA prohibits covered employers from discriminating in hiring, compensation, promotion, discipline, termination, and other employment practices because of protected characteristics.
2. A plaintiff generally must connect protected status to an adverse employment action; proving that the decision was simply unfair is not enough.
3. Comparator evidence can be powerful when employees are similarly situated in relevant respects and treated differently.
4. Pretext matters. A false, shifting, or unsupported explanation can be circumstantial evidence of discriminatory motive.
5. Mixed motives can be legally significant. California law distinguishes whether discrimination was a substantial motivating factor and what remedies follow.

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NOT "UNFAIR"; ASK WHETHER THE PROTECTED TRAIT EXPLAINS THE DIFFERENCE

Protected trait	Adverse action	Proof of connection
Identify class / decisionmaker knowledge	Specific lost opportunity or penalty	Comments / comparators / timing / statistics / pretext

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Performance history
- ☐ Decision documents
- ☐ Comparator information lawfully available
- ☐ Emails / texts / comments
- ☐ Policies and criteria
- ☐ Promotion / pay / discipline records
- ☐ Complaint and HR records

FROM THE EMPLOYER'S SIDE: the defense will usually supply a neutral noun - performance, restructuring, fit, attendance. Do not litigate inside the noun. Ask what the contemporaneous record shows and whether the same rule was applied to others.

EMPLOYEE RESPONSE: Connect the request or protected condition to employer knowledge, timing, essential duties, alternatives, and the later decision.

RELATED RUGGLES LAW FIRM READING

- Workplace Discrimination Resource Center
- Fair Employment and Housing Act Protections
- Workplace Discrimination in California: Equal Rights

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12940 • Government Code section 12926	• Guz v. Bechtel National, Inc., 24 Cal.4th 317 (2000) • Harris v. City of Santa Monica, 56 Cal.4th 203 (2013)

SCAN TO READ
Workplace Discrimination
Resource Center
RugglesLawFirm.com

OFFICIAL RESOURCES CRD Employment Discrimination | EEOC

> *"A plaintiff may demonstrate pretext either directly ... or indirectly, by showing that the employer's proffered explanation is unworthy of credence."*
> — Reeves v. Sanderson Plumbing Products, Inc., 530 U.S. 133 (2000)

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DISABILITY DISCRIMINATION & REASONABLE ACCOMMODATION

A practical California guide to employer knowledge, essential duties, accommodation, the interactive process, and adverse action.

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
the condition or restriction, employer knowledge, ability to perform essential duties, the accommodation dialogue, and what happened next.	Medical note, request, HR record. • Emails, forms, conversations. • Job description plus actual practice.

THE 60-SECOND FEHA ACCOMMODATION MAP

Element	Employee question	Employer duty / issue	Evidence
Disability / condition	What limitation or medical condition affected work?	**FEHA covers qualifying physical and mental disabilities and medical conditions.**	Medical note, request, HR record.
Knowledge	What did the employer know and when?	**Accommodation duties generally require knowledge of the need.**	Emails, forms, conversations.
Essential duties	What are the real essential functions of the job?	**Ability to perform essential duties with accommodation matters.**	Job description plus actual practice.
Accommodation	What effective options were requested or apparent?	**Reasonable accommodation is required absent undue hardship.**	Requests, alternatives, response.
Interactive process / action	Did the employer engage and what adverse action followed?	**FEHA separately requires a timely good-faith process.**	Meeting notes, denials, PIP/termination.

FIVE FEHA RULES TO KNOW

1. Disability discrimination is prohibited by FEHA. Government Code section 12940(a) prohibits specified employment discrimination because of physical disability, mental disability, and medical condition, subject to statutory defenses. Gov. Code §12940(a)
2. Reasonable accommodation is an affirmative obligation. Section 12940(m) requires reasonable accommodation for the known disability of an employee or applicant unless the employer demonstrates undue hardship. Gov. Code §12940(m)
3. The interactive process has its own statutory command. Section 12940(n) requires a timely, good-faith interactive process to determine effective reasonable accommodations. Gov. Code §12940(n)
4. Requesting accommodation is protected activity. FEHA states that requesting accommodation is protected regardless of whether the request is granted. Gov. Code §12940(m)(2)
5. Essential duties matter. The California Supreme Court held that a plaintiff alleging disability discrimination bears the burden of proving ability to perform the job with or without reasonable accommodation. Green v. State of California

WHAT A GOOD ACCOMMODATION RECORD SHOULD SHOW

Employee should document	Employer should explore	Danger signs
• Restrictions, not unnecessary diagnosis detail • Essential job duties • Accommodation requested • Alternatives suggested • Dates and decisionmakers	• Effective accommodations • Modified schedule / duties where feasible • Leave as applicable • Assistive tools / workspace changes • Other open positions where legally relevant	• Automatic denial by "policy" • No interactive dialogue • Sudden discipline after request • Ignoring doctor restrictions • Treating request itself as misconduct

DISABILITY / ACCOMMODATION EVIDENCE CHECKLIST

- ☐ Job description and actual core duties
- ☐ Accommodation request(s)
- ☐ Medical restrictions provided to employer
- ☐ HR / leave portal records
- ☐ Interactive-process meeting notes
- ☐ Employer alternatives or denial reasons
- ☐ Performance history before and after request

FROM THE EMPLOYER'S SIDE: The "interactive process" is supposed to be a dialogue. "No, because policy" is not much of a conversation. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.

EMPLOYEE RESPONSE: Connect the request or protected condition to employer knowledge, timing, essential duties, alternatives, and the later decision.

RELATED RUGGLES LAW FIRM READING

- California Disability Discrimination in Employment
- Disability Discrimination: How Employers Frequently Blow It
- The Interactive Process: California Employers Must Comply
- FEHA Interactive Process in California

CALIFORNIA STATUTES / REGULATIONS
• Government Code section 12940
• Government Code section 12926.1

PUBLISHED CALIFORNIA CASES
• Green v. State of California, 42 Cal.4th 254 (2007)
• Nadaf-Rahrov v. Neiman Marcus Group, Inc., 166 Cal.App.4th 952 (2008)
• Scotch v. Art Institute of California, 173 Cal.App.4th 986 (2009)

SCAN TO READ
California Disability Discrimination in Employment
RugglesLawFirm.com

OFFICIAL RESOURCES Gov. Code §12940 | CRD Leave / Disability Resources | CRD CFRA Guide

> *"the plaintiff employee bears the burden of proving he or she was able to do the job, with or without reasonable accommodation."*
> — Green v. State of California, 42 Cal.4th 254 (2007)

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THE INTERACTIVE PROCESS & MEDICAL DOCUMENTATION

How California employees and employers are supposed to exchange information and search for workable accommodations.

THE ONE-SENTENCE RULE The interactive process is a problem-solving process, not a form. The useful record shows what limitation existed, what accommodation was requested, what alternatives were considered, and why a solution did or did not work.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Trigger	Did the employee request help or did the employer otherwise become aware of a possible need?	**FOUNDATIONAL**	Magic words are not required.
Essential functions	What tasks are actually essential rather than merely preferred?	**HIGH**	Use job description plus real practice.
Medical support	Does documentation explain functional limitations and need without unnecessary diagnosis detail?	**HIGH**	Keep medical information targeted and confidential.
Alternatives	Leave, schedule, remote work, equipment, reassignment, modified duties?	**HIGH**	The process should consider options, not just yes/no.
Breakdown	Who stopped communicating or rejected options without analysis?	**HIGH**	Document dates and responses.

FIVE RULES THAT MATTER

1. California employers with five or more employees must engage in a timely, good-faith interactive process when the duty is triggered.
2. The process is individualized. It should connect actual job functions to actual limitations and possible accommodations.
3. Employers may request reasonable medical documentation when the disability or need is not obvious, but the request should focus on functional restrictions and accommodation need.
4. Leave can be a reasonable accommodation, and exhaustion of statutory leave does not automatically end the FEHA accommodation analysis.
5. Reassignment to a vacant position may be part of the analysis when an employee cannot perform the current job with reasonable accommodation.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Did the employee request help or did the employer otherwise become aware of a possible need?	Current job description; Doctor note / certification	Magic words are not required.

MAKE THE PROCESS AUDITABLE

Limitation	Options	Decision record
What function is affected? / for how long?	Requested accommodation / alternatives / vacant roles	Who considered what / when / why accepted or rejected

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Current job description
- ☐ Doctor note / certification
- ☐ Accommodation request
- ☐ HR acknowledgment
- ☐ Interactive-process meeting notes
- ☐ Alternative proposals
- ☐ Vacancy information

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
if the company later says “undue hardship,” ask what hardship analysis was actually done. Cost? staffing? operations? alternatives? If no analysis exists, the defense may be trying to manufacture one after the fact.	Magic words are not required. • Use job description plus real practice. • Keep medical information targeted and confidential.

WHEN PROMPT LEGAL REVIEW MAY MATTER Leave, return-to-work, or a requested accommodation is denied or delayed. • The employer demands unclear, excessive, or shifting medical documentation. • Discipline follows notice of disability, pregnancy, medical restrictions, or leave.

RELATED RUGGLES LAW FIRM READING

- Complete Guide to Disability Discrimination
- Disability Discrimination Resource Center
- Workplace Investigations in California

CALIFORNIA STATUTES / REGULATIONS • Government Code section 12940	PUBLISHED CALIFORNIA CASES • Gelfo v. Lockheed Martin Corp., 140 Cal.App.4th 34 (2006) • Wysinger v. Automobile Club of Southern California, 157 Cal.App.4th 413 (2007) • Nadaf-Rahrov v. Neiman Marcus Group, Inc., 166 Cal.App.4th 952 (2008) • Richards v. CH2M Hill, Inc., 26 Cal.4th 798 (2001)
SCAN TO READ Complete Guide to Disability Discrimination RugglesLawFirm.com	OFFICIAL RESOURCES CRD Reasonable Accommodation | CRD Employment Rights for People with Disabilities

The California Supreme Court described an “ongoing process of accommodation of disability.”
— Richards v. CH2M Hill, Inc., 26 Cal.4th 798 (2001)

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MENTAL HEALTH DISABILITIES, ATTENDANCE & REMOTE WORK

A California FEHA guide to anxiety, depression, PTSD and other mental-health limitations affecting schedule, attendance, location, or workplace interaction.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE When an employer knows a physical or mental disability creates work limitations, FEHA can require a timely, good-faith interactive process and reasonable accommodation unless the employer proves undue hardship; the analysis should focus on essential duties and effective options, not stereotypes.

THE MENTAL-HEALTH ACCOMMODATION MAP

Issue	Employee question	Possible accommodation	Employer analysis
Attendance	Is disability causing episodic lateness or absence?	**Adjusted schedule, intermittent leave, start-time change.**	Essential attendance needs, predictability, operational impact.
Work location	Does the worksite worsen a documented limitation?	**Remote or hybrid work where duties permit.**	Which functions truly require physical presence and why.
Concentration / triggers	Do noise, interruptions, or particular environments aggravate symptoms?	**Quiet workspace, modified workflow, breaks, equipment.**	Effectiveness and impact on essential functions.
Treatment schedule	Are appointments or treatment periods medically necessary?	**Schedule flexibility, finite leave, intermittent time off.**	Duration, frequency, notice, operational feasibility.
Role compatibility	Can current essential duties be performed with accommodation?	**Modification or possible reassignment to a vacant role.**	Essential functions, vacant positions, undue hardship.

FIVE RULES FOR THE INTERACTIVE PROCESS

1. FEHA protects known mental disabilities and requires reasonable accommodation. Government Code section 12940(m) requires reasonable accommodation for known physical or mental disability unless the employer shows undue hardship. Gov. Code section 12940(m)
2. The interactive process is a separate legal duty. Employers must engage in a timely, good-faith interactive process to determine effective accommodations, if any. Gov. Code section 12940(n)
3. Accommodation is individualized. The focus is the employee's actual functional limitations, essential duties, and workable options - not assumptions about a diagnosis.
4. Remote work can be considered when it is effective for the actual job. Telework is not automatically required, but location changes can be reasonable accommodations when essential functions can be performed and no undue hardship is shown.
5. The process may continue as limitations and accommodations change. California Supreme Court authority recognizes that reasonable accommodation is often an ongoing process rather than a single action. Richards v. CH2M Hill, Inc.

TRANSLATE THE DIAGNOSIS INTO FUNCTIONAL LIMITATIONS AND OPTIONS

Medical / functional information	Job information	Accommodation history
• Work restrictions, not unnecessary detail • Expected duration • Triggering environments • Attendance / schedule limits • Treatment schedule	• Written job description • Actual essential duties • Where duties are performed • Past remote-work practice • Team / customer requirements	• Requests and responses • Options proposed by each side • Trial accommodations • Follow-up meetings • Reasons given for denial

THE ACCOMMODATION RECORD

- ☐ Doctor notes describing functional limitations and expected duration
- ☐ Your written accommodation requests
- ☐ Job description plus a list of what you actually do
- ☐ Evidence of prior remote or hybrid performance if relevant
- ☐ Attendance records tied to disability-related episodes
- ☐ Emails from HR and managers about restrictions or accommodations
- ☐ Notes of interactive-process meetings and alternatives discussed

FROM THE EMPLOYER'S SIDE: "Everyone must be in the office" is a policy. FEHA still asks what this employee actually needs and what this job actually requires. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.

EMPLOYEE RESPONSE: Connect the request or protected condition to employer knowledge, timing, essential duties, alternatives, and the later decision.

RELATED RUGGLES LAW FIRM READING

• California Disability Discrimination in Employment
• Did My Employer Follow the FEHA Interactive Process?
• Disability Discrimination and Retaliation in California
• Disability Discrimination: How Employers Frequently Blow It

CALIFORNIA STATUTES / REGULATIONS
• Government Code section 12940

PUBLISHED CALIFORNIA CASES
• Nealy v. City of Santa Monica, 234 Cal.App.4th 359 (2015)
• Nadaf-Rahrov v. Neiman Marcus Group, Inc., 166 Cal.App.4th 952 (2008)
• Scotch v. Art Institute of California, 173 Cal.App.4th 986 (2009)
• Richards v. CH2M Hill, Inc., 26 Cal.4th 798 (2001)

SCAN TO READ
California Disability Discrimination in Employment
RugglesLawFirm.com

OFFICIAL RESOURCES Gov. Code 12940(m)-(n) | California CRD | CRD Employer Resources

"Reasonable accommodation is often an ongoing process rather than a single action."
— Richards v. CH2M Hill, Inc., 26 Cal.4th 798 (2001)

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CFRA, FMLA & MEDICAL LEAVE

A California employee guide to eligibility, job protection, overlapping leave laws, and the disability-accommodation questions that may remain after leave.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE CFRA, FMLA, employer leave policies, disability accommodation, and wage-replacement benefits are related but different. Keep the statutes and the paperwork in separate lanes.

THE 60-SECOND LEAVE-LAW SCREEN

Issue	CFRA	FMLA	Employee action
Employer size	California coverage generally begins at 5+ employees.	**Federal coverage generally depends on 50 employees within 75 miles.**	Confirm which law actually applies.
Service eligibility	Generally 12+ months and 1,250 hours in prior 12 months.	**Generally 12+ months and 1,250 hours in prior 12 months.**	Check service dates and hours.
Leave amount	Up to 12 workweeks for covered CFRA purposes.	**Up to 12 workweeks for covered FMLA purposes.**	Track the employer's leave accounting.
Family definitions	California includes broader family categories, including a designated person in defined circumstances.	**Federal family definitions are narrower.**	Identify the reason and family relationship.
After protected leave	Separate FEHA accommodation duties may still matter for disability.	**FMLA entitlement itself is limited.**	Do not assume "leave exhausted" ends every inquiry.

FIVE LEAVE RULES TO CHECK

1. CFRA provides job-protected family and medical leave to eligible employees. Government Code section 12945.2 provides up to 12 workweeks in a 12-month period for eligible employees and requires a guarantee of the same or comparable position on return, subject to the statute. Gov. Code §12945.2
2. California and federal eligibility rules are not identical. CRD's current comparison shows CFRA coverage generally at 5+ employees, while FMLA generally uses a 50-employees-within-75-miles test in addition to service requirements. CRD CFRA/FMLA guide
3. FMLA guarantees qualifying employees up to 12 weeks of unpaid leave. The federal statute also protects health coverage and restoration rights during qualifying leave. U.S. Department of Labor FMLA; Ragsdale v. Wolverine
4. Leave and disability accommodation are separate analyses. Even when CFRA/FMLA leave is exhausted or unavailable, FEHA's reasonable-accommodation and interactive-process provisions may require a separate review. Gov. Code §12940(m)-(n)
5. More leave is not automatically required forever. The analysis turns on the expected duration, essential duties, effective accommodation, and undue hardship. Open-ended or uncertain leave raises different questions than a finite extension.

LEAVE EXHAUSTED? THAT MAY NOT END THE ANALYSIS

Protect your leave record	Watch employer accounting	After-leave questions
• Request date and stated reason • Certification supplied • Approval / designation notice • Intermittent leave records • Return-to-work information	• Which law was designated? • How many weeks/hours counted? • Paid leave running concurrently? • Benefit deductions • Any retroactive changes?	• Can you perform essential duties? • Is a finite extension possible? • Other accommodation options? • Interactive process held? • What reason is given for termination?

MEDICAL-LEAVE DOCUMENT CHECKLIST

☐ Leave request and approval/denial notices
☐ Medical certification and restrictions
☐ Employer CFRA/FMLA designation notices
☐ Payroll/PTO records showing leave use
☐ Benefits continuation notices
☐ Return-to-work communications
☐ Accommodation requests after/before leave

FROM THE EMPLOYER'S SIDE: "Leave exhausted" answers one question. It does not automatically answer every disability-accommodation question. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.

RELATED RUGGLES LAW FIRM READING

• California Leave of Absence Advice to Employees
• Fired While on Medical Leave in California
• Denied Medical Leave: Lessons from Head v. Costco
• Indefinite Medical Leave: Can My Employer Terminate Me?

CALIFORNIA STATUTES / REGULATIONS • Government Code section 12945.2 • Government Code section 12945.6	PUBLISHED CALIFORNIA CASES • Moore v. Regents of University of California, 248 Cal.App.4th 216 (2016) • Bareno v. San Diego Community College District, 7 Cal.App.5th 546 (2017) • Avila v. Continental Airlines, Inc., 165 Cal.App.4th 1237 (2008)

SCAN TO READ
California Leave of Absence
Advice to Employees
RugglesLawFirm.com

OFFICIAL RESOURCES CRD CFRA/FMLA Guide | Gov. Code §12945.2 | DOL FMLA

"Qualifying employees are guaranteed 12 weeks of unpaid leave each year by the Family and Medical Leave Act of 1993."
— Ragsdale v. Wolverine World Wide, Inc., 535 U.S. 81 (2002)

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PREGNANCY, PDL, LACTATION & CHILD-BONDING LEAVE

California pregnancy protections can involve accommodation, Pregnancy Disability Leave, CFRA bonding leave, FMLA, and lactation rights - sometimes in sequence.

WHAT THE EMPLOYER WILL TEST
THE ONE-SENTENCE RULE Pregnancy leave is not one bucket. Identify the reason for leave, the employer size, eligibility rules, medical disability period, and whether bonding leave follows.
WHEN PROMPT LEGAL REVIEW MAY MATTER Leave, return-to-work, or a requested accommodation is denied or delayed. • The employer demands unclear, excessive, or shifting medical documentation. • Discipline follows notice of disability, pregnancy, medical restrictions, or leave.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Pregnancy disability	Is the employee disabled by pregnancy, childbirth, loss of pregnancy, or related condition?	**HIGH**	PDL can provide up to four months per pregnancy for covered employers.
Accommodation	Can duties, schedule, transfer, breaks, remote work, or leave enable work?	**HIGH**	Accommodation may apply even if full leave is not needed.
CFRA bonding	Has the employee met service/hour requirements for bonding leave?	**HIGH**	Bonding leave is distinct from PDL.
FMLA overlap	Does federal FMLA also apply?	**VARIES**	PDL and FMLA may run concurrently for pregnancy disability; CFRA differs.
Lactation	Is reasonable break time and private space provided?	**HIGH**	Separate Labor Code protections apply.

FIVE RULES THAT MATTER

1. California employers with five or more employees must provide Pregnancy Disability Leave to eligible employees disabled by pregnancy, childbirth, or related conditions, up to four months per pregnancy based on actual disability.
2. Pregnancy-related reasonable accommodation can include modified duties, schedule changes, transfer to less strenuous work, breaks, remote work, or leave.
3. CFRA child-bonding leave is separate from PDL and has its own service and hours requirements.
4. FMLA may overlap with PDL for pregnancy disability; employees should not assume the three systems run the same way.
5. Lactation accommodation includes reasonable break time and a compliant private space; retaliation for using protected rights can create separate claims.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Is the employee disabled by pregnancy, childbirth, loss of pregnancy, or related condition?	Pregnancy / leave request; Medical certification	PDL can provide up to four months per pregnancy for covered employers.

BUILD THE LEAVE TIMELINE BEFORE THE EMPLOYER BUILDS ONE FOR YOU

PDL	CFRA / bonding	Lactation / return
Disability dates / certification / accommodations	Eligibility / bonding dates / notices	Break / space request / restrictions / return-to-work plan

DOCUMENTS / ACTIONS TO SAVE NOW

☐ Pregnancy / leave request
☐ Medical certification
☐ PDL designation notices
☐ CFRA/FMLA notices
☐ Accommodation communications
☐ Benefits notices
☐ Return-to-work release

FROM THE EMPLOYER'S SIDE: leave administration becomes dangerous when HR treats different statutes as one generic “leave bank.” Put each right on its own line. The calendar often reveals the mistake.

EMPLOYEE RESPONSE: Connect the request or protected condition to employer knowledge, timing, essential duties, alternatives, and the later decision.

RELATED RUGGLES LAW FIRM READING

• Complete Guide to Employee Leaves of Absence
• Disability Discrimination Resource Center
• Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS
• Government Code section 12945
• Government Code section 12945.2
• Labor Code section 1030

PUBLISHED CALIFORNIA CASES
• Sanchez v. Swissport, Inc., 213 Cal.App.4th 1331 (2013)

SCAN TO READ
Complete Guide to Employee Leaves of Absence
RugglesLawFirm.com

OFFICIAL RESOURCES CRD Pregnancy / Bonding Quick Reference | CRD Job-Protected Leave | U.S. DOL FMLA

California law provides pregnancy-disability protections in addition to other leave and accommodation rights.
— Gov. Code § 12945; California FEHA regulations

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OTHER PROTECTED CALIFORNIA LEAVES & TIME OFF

Paid sick leave, bereavement, reproductive loss, jury and witness service, military obligations, and leave/accommodations for survivors of violence.

THE ONE-SENTENCE RULE "Leave" is not a single statute. Before deciding an absence is unprotected, identify the reason, the applicable law, eligibility rules, notice, and retaliation protection.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Paid sick leave	Is time being used for a covered health or family purpose?	**COMMON**	California permanent paid sick leave generally provides at least five days or 40 hours annually, subject to accrual/frontload rules.
Bereavement / reproductive loss	Does a state-protected leave apply?	**POTENTIAL**	Separate newer statutes may protect defined periods.
Jury / witness / civic duty	Is the absence required or protected by law?	**HIGH**	Save summonses and notices.
Violence / safety	Is leave or accommodation needed because employee or family member experienced qualifying violence?	**HIGH**	Special confidentiality and accommodation rules may apply.
Retaliation	Did discipline follow use or request of protected time?	**HIGH**	Build the before/after timeline.

FIVE RULES THAT MATTER

1. California's permanent paid sick leave law generally provides covered workers at least five days or 40 hours of paid sick leave each year, subject to statutory methods and local ordinances.
2. California also protects defined bereavement and reproductive-loss leave for covered employees and employers.
3. Jury duty, witness service, military obligations, voting, school-related activities, and other civic/family needs may be protected by separate statutes.
4. Survivors of qualifying acts of violence and certain family members may have rights to leave and reasonable safety accommodations.
5. Retaliation analysis starts with protected activity. Name the statute or protected purpose before assuming every attendance dispute is ordinary absenteeism.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Is time being used for a covered health or family purpose?	Leave request; Employer policy	California permanent paid sick leave generally provides at least five days or 40 hours annually, subject to...

ONE ATTENDANCE POLICY; MANY LEGAL EXCEPTIONS

Reason for time off	Proof	Risk point
Health / family / civic / safety / reproductive / bereavement	Notice / certification / summons / request	Attendance points / write-up / schedule cut / termination after protected use

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Leave request
- ☐ Employer policy
- ☐ Pay and accrual records
- ☐ Medical or qualifying documentation where lawful
- ☐ Jury / witness notice
- ☐ Bereavement / reproductive loss notice
- ☐ Violence-related accommodation request

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
attendance systems are built for consistency, which is exactly why protected exceptions are easy to mishandle. A point-system printout can become a roadmap to retaliation if nobody removed the legally protected absences.	California permanent paid sick leave generally provides at least five days or... • Separate newer statutes may protect defined periods. • Save summonses and notices.

WHEN PROMPT LEGAL REVIEW MAY MATTER Leave, return-to-work, or a requested accommodation is denied or delayed. • The employer demands unclear, excessive, or shifting medical documentation. • Discipline follows notice of disability, pregnancy, medical restrictions, or leave.

RELATED RUGGLES LAW FIRM READING

- Complete Guide to Employee Leaves of Absence
- Workplace Retaliation Resource Center
- Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Labor Code section 230 • Labor Code section 230.8 • Labor Code section 246	The principal authorities are statutory or federal for this topic; verify current law before relying on a deadline or rule.

SCAN TO READ
Complete Guide to Employee Leaves of Absence
RugglesLawFirm.com

OFFICIAL RESOURCES CRD Job-Protected Leave | California DIR - Paid Sick Leave | CRD Posters / Leave Resources

Retaliation law protects employees who reasonably oppose or invoke rights secured by employment statutes.
— See Yanowitz v. L'Oreal USA, Inc., 36 Cal.4th 1028 (2005)

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DISABILITY, MEDICAL LEAVE & SEVERANCE LEVERAGE

How accommodation, leave, timing, and documentation can change the value of a California separation negotiation.

THE ONE-SENTENCE RULE When termination follows a disability disclosure, accommodation request, medical leave, or return-to-work discussion, the timeline can be as important as the severance formula.

THE 60-SECOND DISABILITY-LEVERAGE TIMELINE

Event	Ask	Legal significance	Preserve
Medical disclosure	When did the employer learn of the condition or restriction?	**Knowledge affects accommodation and motive analysis.**	Email, note, HR ticket, doctor form.
Accommodation request	What change was requested and how did the employer respond?	**FEHA requires reasonable accommodation absent undue hardship.**	Requests, alternatives, approvals/denials.
Interactive process	Was there a timely, good-faith dialogue?	**FEHA separately requires an interactive process.**	Meeting invites, notes, proposed options.
Leave / return date	Was leave approved? Was a return date or extension discussed?	**Leave law and accommodation law may overlap but are not identical.**	Leave notices, certifications, return restrictions.
Adverse action	When did PIP, demotion, layoff selection, or termination occur?	**Timing and shifting explanations can create leverage.**	PIP, reviews, termination reason, comparators.

FIVE FEHA POINTS THAT OFTEN MATTER IN SEVERANCE

1. FEHA prohibits disability discrimination. Government Code section 12940(a) protects qualified employees from adverse action because of physical or mental disability, subject to statutory defenses. Gov. Code §12940
2. Reasonable accommodation is a separate duty. Section 12940(m) requires reasonable accommodation for known disability unless the employer proves undue hardship. Gov. Code §12940(m)
3. The interactive process is also a separate duty. Section 12940(n) requires a timely, good-faith interactive process to identify effective reasonable accommodations. Gov. Code §12940(n)
4. Requesting accommodation is protected. California law prohibits retaliation against an employee for requesting accommodation, whether or not the request is ultimately granted. Gov. Code §12940(m)(2)
5. Ability to perform essential duties remains central. The California Supreme Court has held that a disability-discrimination plaintiff must show the ability to perform essential duties with or without reasonable accommodation. Green v. State of California

TURN THE MEDICAL-LEAVE STORY INTO A FACT TIMELINE

Leverage facts	Likely employer defenses	Negotiation targets
• Good performance before disclosure • Close timing after request/leave • No real interactive process • Available accommodation ignored • Shifting termination explanation	• Essential functions could not be performed • Undue hardship • Decision made before protected event • Legitimate documented performance • No employer knowledge	• Additional severance • Benefit / COBRA bridge • Neutral reference • Corrected separation reason • Narrow release / non-disparagement

DOCUMENTS TO COLLECT BEFORE SEVERANCE NEGOTIATION

- ☐ Accommodation requests and employer responses
- ☐ Medical restrictions shared with employer
- ☐ Interactive-process emails and meeting notes
- ☐ CFRA/FMLA/other leave notices
- ☐ Return-to-work notes and proposed dates
- ☐ Performance reviews before and after disclosure
- ☐ PIP, discipline, or layoff-selection documents

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
Calling a medical restriction an "attendance problem" does not make the medical paperwork disappear. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company’s position is genuine.	Email, note, HR ticket, doctor form. • Requests, alternatives, approvals/denials. • Meeting invites, notes, proposed options.

RELATED RUGGLES LAW FIRM READING

- Disability Discrimination & Retaliation in California
- My Leave of Absence Ended in Termination - Was This Discrimination?
- Fired While on Medical Leave in California
- The Interactive Process: California Employers Must Comply

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12940 • Government Code section 12964.5 • Labor Code section 206.5	• Green v. State of California, 42 Cal.4th 254 (2007) • Nadaf-Rahrov v. Neiman Marcus Group, Inc., 166 Cal.App.4th 952 (2008)

SCAN TO READ Disability Discrimination & Retaliation in California RugglesLawFirm.com	OFFICIAL RESOURCES Gov. Code §12940 | CRD Leave Resources | CRD CFRA Guide

> *"the plaintiff employee bears the burden of proving he or she was able to do the job, with or without reasonable accommodation."*
> — Green v. State of California, 42 Cal.4th 254 (2007)

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WORKPLACE HARASSMENT & HOSTILE WORK ENVIRONMENT

How unlawful harassment differs from ordinary incivility, bad management, and isolated conflict.

THE ONE-SENTENCE RULE Harassment law does not create a civility code. The key questions are whether the conduct is tied to a protected characteristic and whether the total environment is sufficiently severe or pervasive.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Protected basis	Is conduct tied to sex, race, religion, disability, age, sexual orientation, gender identity, or another protected category?	**FOUNDATIONAL**	Hostility without protected nexus may be awful but not FEHA harassment.
Severity / pervasiveness	How frequent, severe, humiliating, threatening, or work-altering is the conduct?	**HIGH**	Total circumstances matter.
Speaker / actor	Supervisor, coworker, client, vendor, third party?	**HIGH**	Liability rules differ.
Notice	Who knew, when, and what response followed?	**HIGH**	Employer response matters especially for coworker harassment.
Retaliation	Did treatment change after complaint or participation in investigation?	**HIGH**	Harassment and retaliation may overlap but are distinct.

FIVE RULES THAT MATTER

1. FEHA prohibits harassment based on protected characteristics and applies to harassment even in workplaces too small for FEHA discrimination coverage.
2. Courts examine the totality of circumstances, including frequency, severity, whether conduct is physically threatening or humiliating, and whether it interferes with work.
3. Ordinary rude behavior, personality conflict, or unfair management is not automatically unlawful harassment unless connected to a protected basis or another legal theory.
4. Supervisor harassment can trigger broader employer liability; coworker or third-party harassment commonly turns on notice and reasonable corrective action.
5. Report facts precisely. “Hostile work environment” is a legal conclusion; dates, words, conduct, witnesses, and impact are evidence.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Is conduct tied to sex, race, religion, disability, age, sexual orientation, gender identity, or another protected...	Contemporaneous notes; Emails / texts / messages	Hostility without protected nexus may be awful but not FEHA harassment.

DESCRIBE THE CONDUCT BEFORE YOU LABEL THE ENVIRONMENT

What happened	Why protected	What changed
Exact words / acts / frequency / witnesses	Protected characteristic / sexual or gender-based content	Work assignments / health / leave / discipline / retaliation

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Contemporaneous notes
- ☐ Emails / texts / messages
- ☐ Witness names
- ☐ HR complaint and response
- ☐ Investigation documents
- ☐ Medical records if relevant to impact
- ☐ Performance history

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
the defense often wins by relabeling a case as "personality conflict." Do not answer with a louder label. Put the specific protected comments and events in chronological order and let the record name the case.	Hostility without protected nexus may be awful but not FEHA harassment. • Total circumstances matter. • Liability rules differ.

WHEN PROMPT LEGAL REVIEW MAY MATTER HR schedules an interview or asks for a written statement about disputed events. • Discipline follows a complaint, investigation, opposition, or protected report. • Messages, witnesses, video, or other evidence may disappear or be overwritten.

RELATED RUGGLES LAW FIRM READING

- Workplace Harassment Resource Center
- Workplace Events and Sexual Harassment
- Workplace Investigations in California

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12940	• Roby v. McKesson Corp., 47 Cal.4th 686 (2009) • Lyle v. Warner Bros. Television Productions, 38 Cal.4th 264 (2006) • Hughes v. Pair, 46 Cal.4th 1035 (2009)

SCAN TO READ
Workplace Harassment Resource Center
RugglesLawFirm.com

OFFICIAL RESOURCES CRD Employment / Sexual Harassment FAQ | CRD Sexual Harassment Fact Sheets

> *"Whether an environment is 'hostile' or 'abusive' can be determined only by looking at all the circumstances."*
> — Harris v. Forklift Systems, Inc., 510 U.S. 17 (1993)

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SEXUAL HARASSMENT IN CALIFORNIA: WHAT COUNTS?

A quick way to separate illegal sex-based harassment from ordinary workplace conflict, bad management, and conduct that is merely offensive.

THE ONE-SENTENCE RULE California sexual harassment law focuses on unwelcome conduct because of sex or gender that, viewed in context, is sufficiently severe or pervasive to alter working conditions; one sufficiently serious incident can create a triable hostile-environment issue.

THE 60-SECOND SEXUAL HARASSMENT SCREEN

Issue	Ask yourself	What strengthens it	Why it matters
Because of sex or gender	Was the conduct sexual, gender-based, pregnancy-related, or tied to another sex-based trait?	**Sexual comments, pressure, touching, gendered insults, comparative treatment.**	FEHA harassment must be connected to a protected characteristic.
Unwelcome conduct	Did you invite or welcome the conduct, or did you object, avoid, freeze, or make discomfort clear?	**Written objections, contemporaneous disclosures, changes in behavior.**	The law targets unwelcome harassment, not ordinary consensual interaction.
Severity	Was a single incident physically threatening, coercive, humiliating, or unusually serious?	**Assault, explicit job pressure, threats, severe touching, intimidation.**	California law recognizes that one severe incident can be enough.
Pervasiveness	Did conduct repeat or become part of the normal work environment?	**Dates, frequency, repeated messages, multiple witnesses or victims.**	Repeated conduct can become actionable even when individual acts seem smaller.
Workplace context	Did it occur at work, in work communications, travel, or an employer-sponsored event?	**Invitations, calendars, travel records, company messages, manager involvement.**	Workplace liability can extend beyond the physical office.

FIVE RULES THAT DEFINE THE LEGAL LINE

1. FEHA expressly prohibits harassment because of sex. Government Code section 12940(j) covers sexual and gender harassment and states that sexually harassing conduct need not be motivated by sexual desire. Gov. Code section 12940(j)
2. California does not require both severity and pervasiveness. A single incident can create a triable hostile-environment issue when it unreasonably interferes with work or creates an intimidating, hostile, or offensive environment. Gov. Code section 12923(b)
3. The totality of circumstances matters. Frequency, severity, physical threat or humiliation, context, and workplace impact are evaluated together; stray remarks can still be relevant evidence. Gov. Code section 12923(c)
4. The legal standard does not change because a workplace has a crude culture. California rejects a lower harassment standard merely because an occupation historically tolerated more sexual commentary or conduct. Gov. Code section 12923(d)
5. Employer responsibility depends in part on who harassed you. Supervisor harassment, coworker harassment, and third-party harassment can trigger different liability rules. Gov. Code section 12940(j)

BUILD THE FACT PATTERN: CONTEXT, FREQUENCY, SEVERITY, AND IMPACT

Conduct facts	Context facts	Impact facts
• Exact words or conduct • Dates, frequency, duration • Touching or physical proximity • Sexual requests or pressure • Messages, images, or gestures	• Who had authority over you • Who was present • Where and when it happened • Prior similar incidents • Company event or travel link	• Work avoidance or schedule changes • Stress or medical effects • Reporting and employer response • Lost opportunities or discipline • Changes in performance or attendance

PRESERVE THIS EVIDENCE NOW

- ☐ Texts, emails, chats, photos, or social messages
- ☐ A dated incident chronology written in factual language
- ☐ Names of witnesses and people you told contemporaneously
- ☐ Performance reviews before and after the conduct
- ☐ HR complaints, acknowledgments, interview notes, and responses
- ☐ Work-event invitations, travel records, calendars, or schedules
- ☐ Any retaliation or sudden changes after reporting

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
An employer may call repeated sexual comments "banter." FEHA does not contain a banter exception. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.	FEHA harassment must be connected to a protected characteristic. • The law targets unwelcome harassment, not ordinary consensual interaction. • California law recognizes that one severe incident can be enough.

RELATED RUGGLES LAW FIRM READING

- Severe vs. Pervasive Sexual Harassment in California
- What Is and Is Not Workplace Harassment Under California Law
- How to Document and Prove Sexual Harassment
- Sexual Harassment Without Witnesses in California

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12940	• Miller v. Department of Corrections, 36 Cal.4th 446 (2005) • Lyle v. Warner Bros. Television Productions, 38 Cal.4th 264 (2006) • Hughes v. Pair, 46 Cal.4th 1035 (2009)

SCAN TO READ
Severe vs. Pervasive Sexual Harassment in California
RugglesLawFirm.com

OFFICIAL RESOURCES Gov. Code 12940(j) | Gov. Code 12923 | California CRD

> *"Whether an environment is hostile or abusive can be determined only by looking at all the circumstances."*
> — Miller v. Department of Corrections, 36 Cal.4th 446 (2005)

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QUID PRO QUO SEXUAL HARASSMENT & SUPERVISOR PRESSURE

When sexual conduct, dating pressure, or rejection is connected to promotions, pay, schedules, assignments, evaluations, or job security.

THE ONE-SENTENCE RULE Quid pro quo harassment is about misuse of workplace authority: when submission to or rejection of unwelcome sexual conduct is tied to a job benefit, threat, or tangible employment decision, the link itself can become powerful evidence.

THE "THIS FOR THAT" EVIDENCE MAP

Fact	What to identify	Evidence	Why it matters
The advance or demand	What exactly was requested, suggested, or implied?	**Texts, messages, calendar invites, witnesses, contemporaneous notes.**	Vagueness favors the defense; precise words and context help.
Authority	Could the person affect pay, schedule, promotion, discipline, or job security?	**Org charts, titles, emails, approval authority, past decisions.**	Power distinguishes awkward conduct from coercive workplace leverage.
The trade	Was a benefit promised or a consequence threatened?	**Statements linking cooperation to career outcomes.**	The employment connection is central to quid pro quo theory.
Your response	Did you reject, avoid, comply under pressure, or complain?	**Messages, disclosures, complaint record, behavioral changes.**	The response helps establish that the conduct was unwelcome.
The consequence	What happened to your job afterward?	**Promotion denial, schedule change, firing, demotion, evaluation, pay records.**	Timing can connect rejection or reporting to tangible action.

FIVE RULES WHEN POWER AND SEXUAL PRESSURE COLLIDE

1. California recognizes harassment that conditions employment benefits on sexual conduct. FEHA protects employees from sex-based harassment, and the California Supreme Court recognizes conduct ranging from conditional employment benefits to hostile environments. Gov. Code section 12940(j)
2. Tangible job loss is not required for every harassment claim. Government Code section 12940(j) expressly states that loss of tangible job benefits is not necessary to establish harassment. Gov. Code section 12940(j)
3. A carried-out job consequence makes the authority issue especially important. Federal Supreme Court authority treats firing, demotion, failure to promote, and significant benefit changes as tangible employment actions. Burlington Industries v. Ellerth
4. A supervisor harasser creates major employer-liability consequences. California Supreme Court authority holds the employer strictly liable under FEHA for sexual harassment by a supervisor. State Department of Health Services v. Superior Court
5. Retaliation after rejection or complaint can create a separate claim. FEHA protects opposition to forbidden practices and participation in proceedings. Gov. Code section 12940(h)

TRACE THE CONNECTION BETWEEN THE PRESSURE AND THE JOB CONSEQUENCE

Power evidence	Sexual-pressure evidence	Job-consequence evidence
• Hiring/firing authority • Pay or promotion influence • Scheduling control • Evaluation authority • Access to executives or HR	• Direct requests • Repeated invitations • Sexualized messages • Private meeting pressure • Statements implying a trade	• Promotion or raise decision • Demotion or discipline • Schedule/territory change • Termination or layoff selection • Sudden negative review

PRESERVE THE POWER-AND-TIMING RECORD

- ☐ All messages with the supervisor or decision-maker
- ☐ Calendars and invitations for one-on-one meetings or events
- ☐ Org charts and documents showing decision authority
- ☐ Pay, promotion, bonus, schedule, and assignment records
- ☐ Performance history before and after the sexual pressure
- ☐ Names of coworkers who heard statements or observed changes
- ☐ Any complaint to HR or management and the response

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
"It was only flirting" becomes a much harder corporate sentence when the next line is "and then your promotion disappeared." Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.	Vagueness favors the defense; precise words and context help. • Power distinguishes awkward conduct from coercive workplace leverage. • The employment connection is central to quid pro quo theory.

RELATED RUGGLES LAW FIRM READING

- Mistakes Employees Make When Reporting Sexual Harassment
- What To Do If Your Boss Sexually Harasses You
- Examples of Workplace Harassment in California
- Twelve Elements That Make a Strong Employment Lawsuit

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12940	• State Department of Health Services v. Superior Court, 31 Cal.4th 1026 (2003)

SCAN TO READ
Mistakes Employees Make When Reporting Sexual Harassment
RugglesLawFirm.com

OFFICIAL RESOURCES Gov. Code 12940 | Gov. Code 12923 | California CRD

> *"A tangible employment action constitutes a significant change in employment status, such as hiring, firing, failing to promote..."*
> — Burlington Industries, Inc. v. Ellerth, 524 U.S. 742 (1998)

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WHEN IS THE EMPLOYER RESPONSIBLE FOR SEXUAL HARASSMENT?

Supervisor, coworker, customer, contractor, and third-party harassment do not all use the same liability analysis.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE Under California law, supervisor harassment can impose strict employer liability, while coworker and third-party harassment often turns on what the employer knew or should have known and whether it took immediate and appropriate corrective action.

WHO HARASSED YOU? START THERE

Harasser	Key question	Evidence	Liability focus
Supervisor / agent	Did the person qualify as a supervisor or agent with authority?	**Job descriptions, org chart, authority over work, discipline, assignments.**	California supervisor harassment can trigger strict employer liability.
Coworker	Did management know or should it have known?	**Prior complaints, witness reports, open conduct, manager observations.**	Notice plus failure to take immediate appropriate corrective action.
Customer / client	Did the employer control the setting or relationship and know of the conduct?	**Customer complaints, manager communications, scheduling and account records.**	Knowledge, control, and corrective options matter.
Vendor / contractor	Who controlled access, assignment, and workplace conditions?	**Contracts, site rules, complaints, access records.**	FEHA can reach nonemployee harassment in the workplace.
Owner / executive	Was the harasser effectively the employer or a high-level agent?	**Corporate records, title, decision authority, reporting structure.**	Direct corporate responsibility may become especially important.

FIVE RULES FOR CONNECTING HARASSMENT TO THE EMPLOYER

1. Supervisor harassment creates strict employer liability under California Supreme Court precedent. An employer is strictly liable under FEHA for sexual harassment committed by a supervisor. State Department of Health Services v. Superior Court
2. Coworker harassment uses a notice-and-response standard. Harassment by a nonsupervisory employee is unlawful when the entity knew or should have known and failed to take immediate and appropriate corrective action. Gov. Code section 12940(j)(1)
3. Third-party harassment can create employer responsibility. FEHA can hold an employer responsible for nonemployee harassment when knowledge, control, and failure to act are shown. Gov. Code section 12940(j)(1)
4. Individual harassers can be personally liable. Government Code section 12940(j)(3) provides personal liability for an employee who perpetrates prohibited harassment. Gov. Code section 12940(j)(3)
5. Prevention is itself an employer duty. Employers must take reasonable steps to prevent discrimination and harassment, and California separately requires sexual-harassment prevention measures. Gov. Code section 12940(k); Gov. Code section 12950

MATCH THE HARASSER TO NOTICE, CONTROL, AND CORRECTIVE ACTION

Notice	Control	Response
• Written complaints • Prior complaints by others • Manager observations • Open or notorious conduct • Reports to HR / executives	• Scheduling authority • Site access • Customer/vendor leverage • Assignment authority • Ability to separate parties	• Investigation timing • Interim protection • Discipline or correction • Follow-up with complainant • Retaliation monitoring

BUILD THE EMPLOYER-KNOWLEDGE FILE

- ☐ Names and titles of every harasser
- ☐ Org chart and documents showing supervisory authority
- ☐ All complaints and proof of when management received them
- ☐ Evidence of prior similar complaints or warnings
- ☐ Employer harassment policy and reporting channels
- ☐ Investigation communications and stated findings
- ☐ Any corrective action, transfer, separation, or failure to act

FROM THE EMPLOYER'S SIDE: A policy in the handbook is useful. A policy nobody follows is mostly decorative typography. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.

EMPLOYEE RESPONSE: Use dates, exact words, witnesses, source messages, and a clear requested remedy. Separate firsthand facts from assumptions.

PRACTICAL POINT: Contemporaneous evidence usually matters more than adjectives. Preserve the record before messages, video, or memories disappear.

RELATED RUGGLES LAW FIRM READING

- When Is an Employer Responsible for Sexual Harassment?
- Severe vs. Pervasive Sexual Harassment
- What To Do If Your Boss Sexually Harasses You
- HR Ignores Your Sexual Harassment Complaint

CALIFORNIA STATUTES / REGULATIONS
• Government Code section 12940

PUBLISHED CALIFORNIA CASES
• State Department of Health Services v. Superior Court, 31 Cal.4th 1026 (2003)

SCAN TO READ
When Is an Employer
Responsible for Sexual
RugglesLawFirm.com

OFFICIAL RESOURCES Gov. Code 12940(j) | Gov. Code 12950 | CRD Employer Resources

> *"An employer is strictly liable under the FEHA for sexual harassment by a supervisor."*
> — State Department of Health Services v. Superior Court, 31 Cal.4th 1026 (2003)

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REPORTING SEXUAL HARASSMENT, HR INVESTIGATIONS & RETALIATION

How to create a useful record, what a workplace investigation means, and what to watch for after you report.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE A clear harassment report can put an employer on notice and can also become protected activity; after that, the investigation, corrective action, and any retaliatory change in treatment can become separate evidence.

THE REPORT-INVESTIGATION-RETALIATION TIMELINE

Stage	Employee focus	Employer focus	Watch for
Written report	State facts, dates, witnesses, and the conduct you believe is harassment.	**Receive and route the complaint.**	Vague wording, missing copies, no receipt confirmation.
Initial response	Ask who is investigating and what interim protections apply.	**Preserve evidence and prevent continuing harm.**	Pressure not to document or demands for secrecy beyond lawful needs.
Investigation	Answer truthfully and identify documents/witnesses.	**Interview relevant witnesses and assess evidence.**	Leading questions, selective witness choices, ignored documents.
Corrective action	Ask what can be shared and whether protection is in place.	**Take immediate appropriate action where required.**	No meaningful response or moving the burden onto the complainant.
Aftermath	Track assignments, reviews, exclusions, discipline, and comments.	**Prevent retaliation and monitor recurrence.**	Sudden scrutiny, isolation, threats, schedule changes, or a new PIP.

FIVE RULES AFTER YOU SPEAK UP

1. Opposing sexual harassment is protected activity. FEHA prohibits retaliation because a person opposed a practice forbidden by FEHA or participated in a proceeding. Gov. Code section 12940(h)
2. Employers have prevention and response duties. FEHA requires reasonable preventive steps and, for coworker or nonemployee harassment, immediate and appropriate corrective action after actual or constructive notice. Gov. Code section 12940(j)-(k)
3. California requires sexual-harassment prevention measures and complaint information. Government Code section 12950 requires employers to provide specified sexual-harassment information and complaint-process information. Gov. Code section 12950
4. Retaliation is judged from the whole pattern, not one isolated event. California Supreme Court authority allows courts to consider the totality of circumstances when evaluating materially adverse treatment. Yanowitz v. L'Oreal USA, Inc.
5. Do not lose track of external filing deadlines while an internal process continues. FEHA administrative complaints generally must be filed within three years, subject to statutory extensions and tolling rules. Gov. Code section 12960

MAKE THE RECORD USEFUL BEFORE THE STORY GETS REWRITTEN

Before the interview	During the investigation	After the investigation
• Build a dated chronology • Preserve original messages • List witnesses • Identify prior complaints • Review the policy	• Answer what you know • Separate fact from inference • Correct material inaccuracies • Identify missing evidence • Keep your own lawful notes	• Track treatment changes • Save reviews and assignments • Record retaliation comments • Preserve follow-up emails • Calendar legal deadlines

THE POST-COMPLAINT TRACKING FILE

☐ Your original written complaint and attachments
☐ Proof of when and to whom it was delivered
☐ Investigation notices, interview invitations, and follow-up emails
☐ Names of witnesses identified and whether they were contacted
☐ Any written statement you were asked to sign
☐ Performance reviews and assignments before and after reporting
☐ Messages showing hostility, isolation, threats, or changed treatment

FROM THE EMPLOYER'S SIDE: HR can investigate the complaint. It cannot investigate the calendar out of existence; deadlines keep running. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.

EMPLOYEE RESPONSE: Use dates, exact words, witnesses, source messages, and a clear requested remedy. Separate firsthand facts from assumptions.

RELATED RUGGLES LAW FIRM READING

• Mistakes Employees Make When Reporting Sexual Harassment
• What If HR Ignores Your Sexual Harassment Complaint?
• Workplace Investigations: Employee Rights
• Sexual Harassment Retaliation: 5 California Cases

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12940	• Yanowitz v. L'Oreal USA, Inc., 36 Cal.4th 1028 (2005) • Nazir v. United Airlines, Inc., 178 Cal.App.4th 243 (2009)

SCAN TO READ
Mistakes Employees Make When
Reporting Sexual Harassment
RugglesLawFirm.com

OFFICIAL RESOURCES Gov. Code 12940 | Gov. Code 12950 | Gov. Code 12960 | California CRD

"It is appropriate to consider the totality of the circumstances."
— Yanowitz v. L'Oreal USA, Inc., 36 Cal.4th 1028 (2005)

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PROVING SEXUAL HARASSMENT: EVIDENCE, WITNESSES & CREDIBILITY

How harassment cases can be built from documents, chronology, corroboration, and circumstantial evidence - even when nobody saw the central incident.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE Sexual harassment does not require an eyewitness to every incident; a credible, consistent account can be strengthened by contemporaneous records, surrounding communications, people told at the time, employer reactions, pattern evidence, and later retaliation.

THE EVIDENCE PYRAMID

Evidence type	Example	What it proves	Risk to avoid
Direct communications	Texts, email, chat, photos, calendar invitations.	**Words, timing, relationship, persistence, context.**	Screenshots without dates or missing full threads.
Contemporaneous record	Dated notes, journal, report to friend or coworker.	**Consistency and timing close to the event.**	Reconstructing dates long afterward without identifying uncertainty.
Corroboration	Witnesses to aftermath, disclosures, similar conduct, schedule changes.	**Context even if no one saw the central event.**	Assuming only eyewitnesses count.
Company records	HR complaint, investigation, performance history, access logs.	**Notice, response, pretext, timing, pattern.**	Leaving the only copy on a company system you may lose access to.
Circumstantial evidence	Sudden discipline, shifting explanations, hostility after rejection/report.	**Motive and credibility through inference.**	Treating every bad event as retaliation without a factual link.

FIVE RULES ABOUT PROOF

1. FEHA does not impose an eyewitness requirement. Harassment is evaluated from the evidence as a whole; California law focuses on the totality of circumstances. Gov. Code section 12923(c)
2. Second-hand conduct may matter, but context affects weight. The California Supreme Court recognizes that harassment aimed at others can contribute to the environment, although its impact may differ from conduct directed at the plaintiff. Lyle v. Warner Bros. Television Productions

3. A single incident can be enough to reach a jury. Government Code section 12923(b) rejects a categorical rule that one incident cannot create a hostile environment. Gov. Code section 12923(b)
4. Credibility is built through consistency and corroboration. A clean chronology, original messages, prompt disclosures, and accurate distinctions between what you know and infer help the evidence survive attack.
5. Preserve evidence lawfully. Keep materials you are entitled to possess and obtain legal advice before taking confidential, proprietary, or third-party records from employer systems.

TURN A PRIVATE EVENT INTO A VERIFIABLE FACT PATTERN

Best contemporaneous proof	Useful corroboration	Credibility protectors
• Original text/email thread • Prompt written complaint • Dated personal notes • Calendar / location record • Photos or attachments	• Person you told immediately • Witness to aftermath • Similar complaints by others • HR response documents • Timing of later retaliation	• Accurate chronology • No exaggeration • Preserve complete threads • Admit what you do not remember • Separate fact from conclusion

PRESERVE, ORGANIZE, AND CORROBORATE

- ☐ Original electronic communications with metadata if available
- ☐ A chronological incident log with dates, locations, and participants
- ☐ Names and contact information for corroborating witnesses
- ☐ Copies of reports to HR, managers, or coworkers
- ☐ Performance reviews and work history before the report
- ☐ Documents showing changed treatment afterward
- ☐ Work-event, travel, calendar, building-access, or scheduling records

FROM THE EMPLOYER'S SIDE: "No witnesses" often means "no eyewitnesses." Those are not the same sentence. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.

RELATED RUGGLES LAW FIRM READING

- How to Document and Prove Sexual Harassment
- Sexual Harassment Without Witnesses in California
- Severe vs. Pervasive Sexual Harassment
- What If HR Ignores Your Complaint?

CALIFORNIA STATUTES / REGULATIONS
• Government Code section 12940

PUBLISHED CALIFORNIA CASES
• Lyle v. Warner Bros. Television Productions, 38 Cal.4th 264 (2006)
• Miller v. Department of Corrections, 36 Cal.4th 446 (2005)
• Nazir v. United Airlines, Inc., 178 Cal.App.4th 243 (2009)

SCAN TO READ
How to Document and Prove
Sexual Harassment
RugglesLawFirm.com

OFFICIAL RESOURCES Gov. Code 12923 | Gov. Code 12940(j) | California CRD

"A plaintiff employee must show she was subjected to sexual advances, conduct, or comments that were severe enough or sufficiently pervasive..."
— Lyle v. Warner Bros. Television Productions, 38 Cal.4th 264 (2006)

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MEETING WITH HR: BEFORE, DURING & AFTER

A consolidated playbook for the meeting employees often attend with the least information and the most at stake.

THE ONE-SENTENCE RULE Treat an HR meeting as a fact-gathering and record-building event. Prepare, listen, answer accurately, ask focused questions, and document what happened afterward.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Before	Do you know the topic, participants, policies, documents, and timeline?	**HIGH**	Prepare a short chronology and relevant records.
During	Can you listen before reacting and answer only what you know?	**HIGH**	Do not guess, exaggerate, or sign an inaccurate statement.
Questions	What exactly is the concern, rule, expectation, deadline, or next step?	**HIGH**	Get the employer's position in concrete terms.
Documents	Are you being asked to sign a PIP, warning, release, or statement?	**HIGH**	Receipt is not always agreement; read before signing.
After	Did you memorialize the meeting and calendar deadlines?	**HIGH**	A concise follow-up can prevent later revisionism.

FIVE RULES THAT MATTER

1. Most private-sector California employees do not have an automatic right to bring a lawyer into an internal HR meeting, though union, public-sector, disability, safety, and other rules can change the analysis.
2. Be truthful and precise. "I do not remember" is different from guessing. Do not adopt HR's characterization if you disagree with it.
3. Ask for the specific concern, policy, evidence, expectation, deadline, and next step. Vague accusations are hard to answer and easy to expand later.
4. Do not sign an inaccurate statement merely to end an uncomfortable meeting. Ask whether you may acknowledge receipt without agreeing to substance.
5. Afterward, write a factual summary for yourself and consider a concise confirmation email if an important fact, request, or deadline needs a record.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Do you know the topic, participants, policies, documents, and timeline?	Meeting invitation; Relevant policy	Prepare a short chronology and relevant records.

RECORD TO BUILD: Before—chronology and documents. During—facts, questions, and requested action. After—written confirmation, preservation, and changed treatment.

THE THREE-MEETING RULE: PREPARE, PERFORM, PRESERVE

Before	During	After
Chronology / documents / objective / questions	Listen / answer facts / ask specifics / do not guess	Memorialize / calendar / preserve / follow up strategically

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Meeting invitation
- ☐ Relevant policy
- ☐ Short chronology
- ☐ Documents that directly answer the issue
- ☐ Notes of questions to ask
- ☐ Copy of anything presented or signed
- ☐ Post-meeting notes

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
HR usually enters the room knowing why the meeting is happening. The employee often does not. Your first advantage is not a speech; it is slowing the meeting down enough to understand the employer's actual position.	Prepare a short chronology and relevant records. • Do not guess, exaggerate, or sign an inaccurate statement. • Get the employer's position in concrete terms.

WHEN PROMPT LEGAL REVIEW MAY MATTER HR schedules an interview or asks for a written statement about disputed events. • Discipline follows a complaint, investigation, opposition, or protected report. • Messages, witnesses, video, or other evidence may disappear or be overwritten.

RELATED RUGGLES LAW FIRM READING

- Preparing to Meet with Human Resources
- Meeting with Human Resources: Tips for Employee Success
- After a Difficult Meeting With HR
- Workplace Investigations in California

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12940 • Labor Code section 1102.5 • Labor Code section 98.6	• Yanowitz v. L'Oreal USA, Inc., 36 Cal.4th 1028 (2005) • Lawson v. PPG Architectural Finishes, Inc., 12 Cal.5th 703 (2022) • Yanowitz v. L'Oreal USA, Inc., 36 Cal.4th 1028 (2005)

SCAN TO READ
Preparing to Meet with Human Resources
RugglesLawFirm.com

OFFICIAL RESOURCES CRD Employment | Labor Commissioner - Retaliation Laws

> *"It is appropriate to consider the totality of the circumstances."*
> — Yanowitz v. L'Oreal USA, Inc., 36 Cal.4th 1028 (2005)

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WORKPLACE INVESTIGATIONS & FALSE ACCUSATIONS

How to respond when the company is investigating you, someone else, or a complaint you made.

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
scope, witnesses, documents, chronology, contrary evidence, and whether the conclusion matches the record.	Duties and risks differ by role. • Ask for enough specificity to respond meaningfully. • Missing direct witnesses can matter.

WHEN PROMPT LEGAL REVIEW MAY MATTER HR schedules an interview or asks for a written statement about disputed events. • Discipline follows a complaint, investigation, opposition, or protected report. • Messages, witnesses, video, or other evidence may disappear or be overwritten.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Your role	Complainant, accused employee, witness, manager?	**FOUNDATIONAL**	Duties and risks differ by role.
Allegation	Do you understand the specific conduct, dates, policy, and accusation?	**HIGH**	Ask for enough specificity to respond meaningfully.
Witnesses	Who directly saw or heard the events and were they interviewed?	**HIGH**	Missing direct witnesses can matter.
Documents	What records should exist and were they reviewed?	**HIGH**	Audit the data sources, not just the conclusion.
Retaliation / privacy	Is participation protected or are demands overbroad?	**VARIES**	Protected complaint and privacy issues can coexist with cooperation duties.

FIVE RULES THAT MATTER

1. A private employer usually may investigate workplace complaints and require reasonable cooperation, but the process is not a criminal trial and courtroom discovery rights generally do not apply internally.
2. An employee should answer truthfully, distinguish firsthand knowledge from assumption, and correct material inaccuracies promptly.
3. If accused, identify direct witnesses, records, normal business practices, and objective data that investigators should review.
4. If the company claims a thorough investigation, ask what it did not do: omitted witnesses, unreviewed sites, missing data, contradictory documents, or unexplained departures from policy.
5. Retaliation for protected complaints or truthful participation can create a separate legal issue even when the employer was entitled to investigate.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Complainant, accused employee, witness, manager?	Investigation notice; Policies cited	Duties and risks differ by role.

AUDIT THE INVESTIGATION, NOT JUST THE RESULT

Scope	Evidence	Process
What allegations / time period / locations?	Witnesses / documents / systems / contrary facts	Who interviewed whom / what was ignored / what standard applied

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Investigation notice
- ☐ Policies cited
- ☐ Your written response
- ☐ Witness list
- ☐ Documents / screenshots lawfully retained
- ☐ Meeting notes
- ☐ Investigator communications

FROM THE EMPLOYER'S SIDE: “we investigated” is not self-proving. A good defense investigation should make sense when a neutral asks who was interviewed, what records were reviewed, and why contrary information was rejected. Oddly, sometimes the direct witnesses never get called.

EMPLOYEE RESPONSE: Use dates, exact words, witnesses, source messages, and a clear requested remedy. Separate firsthand facts from assumptions.

PRACTICAL POINT: Contemporaneous evidence usually matters more than adjectives. Preserve the record before messages, video, or memories disappear.

RELATED RUGGLES LAW FIRM READING

- Workplace Investigations in California
- My Coworker Lied About Me
- Executives Falsely Accused of Sexual Harassment
- Defamation and Wrongful Termination

CALIFORNIA STATUTES / REGULATIONS
See the governing statute and applicable regulations for the specific claim.

PUBLISHED CALIFORNIA CASES
- Cotran v. Rollins Hudig Hall International, Inc., 17 Cal.4th 93 (1998)
- Nazir v. United Airlines, Inc., 178 Cal.App.4th 243 (2009)

SCAN TO READ
Workplace Investigations in California
RugglesLawFirm.com

OFFICIAL RESOURCES CRD Employment | Labor Commissioner Retaliation Laws

An employer’s good-faith investigation can matter, but the factfinder may still examine whether the process and conclusion were reasonable.
— See Cotran v. Rollins Hudig Hall Int’l, Inc., 17 Cal.4th 93 (1998)

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WORKPLACE RETALIATION & PROTECTED ACTIVITY

The first question in a retaliation case is not “what happened next?” It is whether the employee engaged in legally protected activity.

THE ONE-SENTENCE RULE Retaliation requires a protected activity, an adverse action, and a causal connection. Start by naming the protected act before building the timeline.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Protected activity	Complaint of discrimination/harassment, wage rights, safety, leave, accommodation, whistleblowing, agency participation?	**FOUNDATIONAL**	Not every complaint is legally protected.
Knowledge	Who knew about the protected activity before the adverse action?	**HIGH**	Decisionmaker knowledge is critical.
Adverse action	Termination, discipline, demotion, schedule, exclusion, harassment, lost opportunity?	**HIGH**	Consider total pattern, not one event only.
Timing	How close was the action to the complaint or request?	**USEFUL but not enough alone**	Combine timing with inconsistencies and comparator evidence.
Pretext	Did reasons change or appear after protected activity?	**HIGH**	Compare before/after records.

FIVE RULES THAT MATTER

1. Retaliation law protects specific conduct: opposing or reporting unlawful discrimination/harassment, requesting protected accommodations or leave, asserting wage rights, whistleblowing, and other statutorily protected activity.
2. A complaint does not always need legal terminology, but the employer generally must understand that the employee is opposing or reporting conduct protected by law.
3. Adverse action is broader than termination and can be evaluated in the aggregate when a series of actions materially affects employment.
4. Timing can support causation, but timing alone is stronger when paired with knowledge, shifting explanations, new documentation, or departures from usual practice.
5. Protect the record. Save the complaint, acknowledgment, decisionmaker communications, later discipline, and prior performance evidence.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Complaint of discrimination/harassment, wage rights, safety, leave, accommodation, whistleblowing, agency participation?	Original complaint or request; Proof employer received it	Not every complaint is legally protected.

BUILD THE RETALIATION TIMELINE LIKE A CROSS-EXAMINATION

Protected act	Knowledge	Adverse action
What exactly did you report/request? / when?	Who received it / who decided?	What changed / when / stated reason / prior record

DOCUMENTS / ACTIONS TO SAVE NOW

☐ Original complaint or request
☐ Proof employer received it
☐ Performance history before complaint
☐ Discipline or PIP after complaint
☐ Decisionmaker emails
☐ Comparator evidence
☐ Timeline of events

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
the defense will try to separate the complaint from the decision. Your chronology should make the neutral ask the obvious questions without you having to shout them.	Not every complaint is legally protected. • Decisionmaker knowledge is critical. • Consider total pattern, not one event only.

WHEN PROMPT LEGAL REVIEW MAY MATTER HR schedules an interview or asks for a written statement about disputed events. • Discipline follows a complaint, investigation, opposition, or protected report. • Messages, witnesses, video, or other evidence may disappear or be overwritten.

RELATED RUGGLES LAW FIRM READING

• Protected Activity in California Retaliation Cases
• How to Make a Workplace Complaint
• Workplace Retaliation Resource Center
• Fired After Filing a Complaint

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12940 • Labor Code section 98.6	• Yanowitz v. L'Oreal USA, Inc., 36 Cal.4th 1028 (2005) • Harris v. City of Santa Monica, 56 Cal.4th 203 (2013) • Yanowitz v. L'Oreal USA, Inc., 36 Cal.4th 1028 (2005)

SCAN TO READ
Protected Activity in
California Retaliation Cases
RugglesLawFirm.com

OFFICIAL RESOURCES CRD Employment | Labor Commissioner Retaliation Laws

> *"It is appropriate to consider the totality of the circumstances."*
> — Yanowitz v. L'Oreal USA, Inc., 36 Cal.4th 1028 (2005)

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WHISTLEBLOWER RETALIATION: LABOR CODE § 1102.5

A practical guide to protected disclosures, refusals to participate in unlawful conduct, and California's statutory proof framework.

THE ONE-SENTENCE RULE California whistleblower protection is broader than "calling the government." Internal disclosures and certain job-duty reports can qualify when the employee reasonably believes the information concerns a legal violation.

THE 60-SECOND §1102.5 ANALYSIS

Question	What to identify	Why it matters	Evidence
What was disclosed?	Facts the employee reasonably believed showed a violation of law or regulation.	**The protection focuses on qualifying information and reasonable belief.**	Complaint, report, email, meeting notes.
To whom?	Government/law enforcement, person with authority, or employee with authority to investigate/correct.	**Internal reporting can qualify.**	Recipients and their roles.
Was there a refusal?	Did the employee refuse to participate in an activity that would violate law?	**Section 1102.5(c) separately protects qualifying refusals.**	Instructions, objection, response.
What adverse action followed?	Termination, demotion, discipline, threats, or other retaliation.	**The statute prohibits retaliation because of protected activity.**	PIP, write-up, termination, schedule/pay change.
Causation / same decision	Was protected activity a contributing factor, and what legitimate reason does employer claim?	**Section 1102.6 sets the burden framework.**	Timing, knowledge, comparators, records.

FIVE CALIFORNIA WHISTLEBLOWER RULES

1. Protected disclosure can be internal. Section 1102.5(b) covers disclosures to a person with authority over the employee or another employee with authority to investigate, discover, or correct the violation, as well as specified government recipients. Lab. Code §1102.5
2. The employee needs reasonable cause to believe there is a legal violation. The statute does not require the employee to win a legal debate at the time of the report; the protection is tied to reasonable cause and the nature of the information disclosed. Lab. Code §1102.5
3. Job-duty disclosures can qualify. The statute expressly states that protection can apply even when disclosing the information is part of the employee's job duties. Lab. Code §1102.5(b)
4. The recipient need not be hearing the violation for the first time. The California Supreme Court held that a report to an employer or agency that already knew about the violation can still be a protected disclosure. Garcia-Brower v. Kolla's, Inc.
5. Section 1102.6 controls the proof framework. The employee first must show by a preponderance that protected activity was a contributing factor. The employer then bears a clear-and-convincing same-decision burden. Lab. Code §1102.6; Lawson v. PPG

BUILD THE CLAIM AROUND WHO KNEW WHAT - AND WHEN

Protected activity examples	Causation evidence	Employer defense evidence
• Report of suspected legal violation • Internal compliance report • Report to government/law enforcement • Refusal to participate in unlawful act • Job-duty disclosure	• Decisionmaker knowledge • Close timing • Escalating hostility • Changed metrics / standards • Comparator treatment	• Preexisting documented issue • Independent decisionmaker • Consistent policy enforcement • Contemporaneous legitimate reason • Same action before disclosure

WHISTLEBLOWER EVIDENCE CHECKLIST

- ☐ Original disclosure / complaint
- ☐ Documents showing reasonable basis
- ☐ Recipients and their job roles
- ☐ Any instruction you refused and why
- ☐ Performance history before disclosure
- ☐ Adverse actions after disclosure
- ☐ Employer's stated reasons and changes in explanation

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
You do not need to attach a law-review article to a whistleblower complaint. You do need facts that reasonably point to a legal violation. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.	Complaint, report, email, meeting notes. • Recipients and their roles. • Instructions, objection, response.

RELATED RUGGLES LAW FIRM READING

• Protected Activity in California Retaliation Cases
• Workplace Investigations: California Employee Rights
• How to Make a Workplace Complaint in California
• Fired After Filing a Complaint - Wrongful Termination?

CALIFORNIA STATUTES / REGULATIONS
• Labor Code section 1102.5
• Labor Code section 1102.6

PUBLISHED CALIFORNIA CASES
• Lawson v. PPG Architectural Finishes, Inc., 12 Cal.5th 703 (2022)
• People ex rel. Garcia-Brower v. Kolla's, Inc., 14 Cal.5th 719 (2023)
• Hager v. County of Los Angeles, 228 Cal.App.4th 1538 (2014)

SCAN TO READ
Protected Activity in
California Retaliation Cases
RugglesLawFirm.com

OFFICIAL RESOURCES Lab. Code §1102.5 | Lab. Code §1102.6 | Kolla's Opinion

> *"The plaintiff need not satisfy McDonnell Douglas in order to discharge this burden."*
> — Lawson v. PPG Architectural Finishes, Inc., 12 Cal.5th 703 (2022)

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PIPS, PERFORMANCE REVIEWS & EVIDENCE OF PRETEXT

How California employees can read a performance record critically, respond strategically, and preserve evidence when a termination narrative starts changing.

THE ONE-SENTENCE RULE A PIP is not automatically unlawful and it is not automatically accurate. The useful question is whether the stated performance story matches the earlier record, objective facts, comparators, and timing of protected activity.

THE 60-SECOND PIP REALITY CHECK

Check	Normal question	Concern signal	What to preserve
History	Were the same issues documented before?	**Sudden severe criticism after years of positive reviews.**	Prior reviews, awards, feedback.
Metrics	Are goals objective, attainable, and consistently measured?	**Moving targets or standards not applied to peers.**	Dashboards, quotas, scorecards.
Timing	Did the PIP follow complaint, leave, accommodation, or whistleblowing?	**Close timing plus changed treatment.**	Timeline and decisionmaker knowledge.
Process	Can the employee respond and is success realistically possible?	**Predetermined outcome, impossible deadlines, ignored corrections.**	Written response, requests for data.
Termination reason	Does final reason match the PIP and prior communications?	**Shifting or contradictory explanations.**	Termination letter, HR notes, emails.

FIVE LEGAL / EVIDENCE POINTS TO KNOW

1. A PIP is generally a management document, not a statutory prerequisite to termination. California at-will employment generally does not require an employer to use progressive discipline, subject to contract, policy, discrimination, retaliation, and other legal limits. Lab. Code §2922
2. An employee has statutory personnel-record rights. Labor Code section 1198.5 gives current and former employees rights to inspect and receive copies of personnel records relating to performance or grievances, subject to the statute's procedures and exceptions. Lab. Code §1198.5
3. Protected activity remains protected during performance management. A PIP does not erase FEHA retaliation, whistleblower, leave, accommodation, wage, or other anti-retaliation rules. Gov. Code §12940; Lab. Code §1102.5
4. Consistency is evidence. Compare the employer's current criticism to prior reviews, objective metrics, written praise, comparator treatment, and the actual criteria used for others.
5. A discredited explanation can be persuasive circumstantial evidence. The U.S. Supreme Court has stated that proof the employer's explanation is unworthy of credence can be probative of intentional discrimination. Reeves v. Sanderson Plumbing

A PIP CAN BE A MANAGEMENT TOOL - OR A LITIGATION EXHIBIT

Respond constructively	Preserve evidence	Avoid self-inflicted problems
• Ask for measurable expectations • Correct factual inaccuracies • Request needed resources • Confirm meetings in writing • Meet legitimate deadlines	• Prior positive reviews • Objective performance data • Praise / awards / promotions • Protected-activity timeline • Comparable employee treatment	• Angry all-company emails • Secretly taking trade secrets • Altering documents • Guessing about motives as facts • Resigning impulsively without advice

PIP RESPONSE & EVIDENCE CHECKLIST

☐ PIP and every revision
☐ Prior reviews, promotions, awards, praise
☐ Objective data used to measure performance
☐ Job description and written goals
☐ Your written response to inaccuracies
☐ Requests for support, clarification, or data
☐ Protected complaints / leave / accommodation timeline

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
A PIP can be a performance tool. It can also be a termination file folder with a motivational cover page. The documents tell you which one you may be looking at. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.	Prior reviews, awards, feedback. • Dashboards, quotas, scorecards. • Timeline and decisionmaker knowledge.

RELATED RUGGLES LAW FIRM READING

• Performance Improvement Plan (PIP): An Employee Guide
• Performance Improvement Plan: Insights & Tips From a Lawyer
• Fired for a False Reason in California
• After a Difficult Meeting With HR

CALIFORNIA STATUTES / REGULATIONS • Government Code section 12940	PUBLISHED CALIFORNIA CASES • Guz v. Bechtel National, Inc., 24 Cal.4th 317 (2000) • Mamou v. Trendwest Resorts, Inc., 165 Cal.App.4th 686 (2008) • Sada v. Robert F. Kennedy Medical Center, 56 Cal.App.4th 138 (1997)
SCAN TO READ Performance Improvement Plan (PIP): An Employee Guide RugglesLawFirm.com	OFFICIAL RESOURCES Lab. Code §1198.5 | Gov. Code §12940 | Lab. Code §1102.5

"Proof that the defendant's explanation is unworthy of credence is ... circumstantial evidence that is probative of intentional discrimination"
— Reeves v. Sanderson Plumbing Products, Inc., 530 U.S. 133 (2000)

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WRONGFUL TERMINATION, FEHA RETALIATION & PUBLIC POLICY

A California guide to the at-will rule, unlawful reasons for termination, FEHA retaliation, and evidence that an employer's stated reason may not be the real one.

THE ONE-SENTENCE RULE California employment is often at will, but at will does not mean for an unlawful reason. The key is connecting the adverse action to a statute, protected activity, contract, or fundamental public policy.

THE 60-SECOND WRONGFUL-TERMINATION SCREEN

Theory	Ask	Potential evidence	Legal focus
Discrimination	Was the decision because of a protected characteristic?	**Comments, comparators, patterns, timing, statistics.**	FEHA and other discrimination laws.
FEHA retaliation	Did the employee oppose FEHA-prohibited conduct or participate in protected activity?	**Complaint, HR report, knowledge, timing.**	Gov. Code §12940(h).
Whistleblower	Did the employee report or refuse suspected unlawful conduct?	**Disclosure, refusal, decisionmaker knowledge.**	Lab. Code §1102.5.
Public policy	Did discharge violate a fundamental policy expressed in statute/constitution?	**Reason for discharge and policy source.**	Tameny wrongful-discharge tort.
Pretext	Is the stated reason false, inconsistent, or newly invented?	**Reviews, metrics, shifting reasons, comparators.**	Circumstantial proof of unlawful motive.

FIVE RULES THAT SEPARATE "UNFAIR" FROM "UNLAWFUL"

1. California starts with an at-will presumption for indefinite employment. Labor Code section 2922 generally permits either party to end an indefinite employment relationship, but statutory, contractual, and public-policy limits remain. Lab. Code §2922
2. FEHA prohibits discrimination for protected reasons. Government Code section 12940(a) prohibits specified adverse employment actions because of protected characteristics. Gov. Code §12940(a)
3. FEHA also prohibits retaliation for protected activity. Section 12940(h) protects employees from retaliation because they opposed practices forbidden by FEHA or participated in covered proceedings. Gov. Code §12940(h)
4. California recognizes a tort for discharge that violates fundamental public policy. Tameny held that an employer may face tort liability when discharge violates fundamental public policy, including discharge for refusing to commit an illegal act. Tameny v. Atlantic Richfield Co.
5. A false reason can matter as circumstantial evidence. The U.S. Supreme Court has explained that proof an employer's explanation is unworthy of credence is circumstantial evidence that can be probative of intentional discrimination. Reeves v. Sanderson Plumbing

THE QUESTION IS NOT ONLY WHY YOU WERE FIRED - IT IS WHAT THE EVIDENCE SHOWS

Facts that may support a claim	Facts employer will emphasize	Evidence to preserve
• Protected status / activity • Good prior performance • Close timing • Comparator evidence • Shifting reasons	• Documented legitimate reason • Consistent policy application • Decision predating protected event • Independent investigation • Same treatment of peers	• Termination letter / reason • Reviews and awards • Complaints / leave / accommodation • Emails and meeting notes • Witness names / timeline

TERMINATION EVIDENCE CHECKLIST

☐ Termination letter and separation reason
☐ Last several performance reviews
☐ PIP, discipline, warnings, metrics
☐ Protected complaints or requests
☐ Comparator information lawfully available
☐ Relevant policies and handbook provisions
☐ Emails/texts/notes tied to decisionmakers

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
"At will" is not Latin for "the employment laws have left the building." Ask what document, witness, analysis, or contemporaneous explanation should exist if the company’s position is genuine.	FEHA and other discrimination laws. • Gov. Code §12940(h). • Lab. Code §1102.5.

RELATED RUGGLES LAW FIRM READING

• California Wrongful Termination: How to Recognize It
• Fired for a False Reason in California
• Fired After Filing a Complaint - Wrongful Termination?
• I Just Got Fired: What Should I Do Right Away?

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12940 • Labor Code section 1102.5	• Tameny v. Atlantic Richfield Co., 27 Cal.3d 167 (1980) • Stevenson v. Superior Court, 16 Cal.4th 880 (1997) • Green v. Ralee Engineering Co., 19 Cal.4th 66 (1998)

SCAN TO READ California Wrongful Termination: How to Recognize RugglesLawFirm.com	OFFICIAL RESOURCES Lab. Code §2922 | Gov. Code §12940 | Lab. Code §1102.5

> *"when an employer's discharge of an employee violates fundamental principles of public policy, the discharged employee may maintain a tort action"*
> — Tameny v. Atlantic Richfield Co., 27 Cal.3d 167 (1980)

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CONSTRUCTIVE DISCHARGE & FORCED RESIGNATION

When a resignation may be treated as a termination because working conditions became objectively intolerable.

THE ONE-SENTENCE RULE A bad workplace is not automatically constructive discharge. The legal question is whether conditions were so intolerable or aggravated that a reasonable employee would feel compelled to resign.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Conditions	How severe, continuous, or aggravated were the working conditions?	**HIGH threshold**	Ordinary stress, criticism, or unfairness may not suffice.
Employer knowledge	Did management know about the conditions and fail to correct them?	**HIGH**	Notice often matters.
Protected nexus	Are conditions tied to discrimination, retaliation, harassment, wage pressure, or another unlawful practice?	**HIGH**	Identify underlying legal violation.
Resignation record	What did the employee say in writing when resigning?	**HIGH**	Avoid accidental “everything was fine” language.
Alternatives	Was there a realistic internal remedy, leave, accommodation, transfer, or complaint process?	**VARIES**	Failure to use options can affect credibility depending on facts.

FIVE RULES THAT MATTER

1. Constructive discharge requires more than an unpleasant or difficult workplace; California applies an objective intolerability standard.
2. The conditions must be sufficiently extraordinary and egregious to overcome the normal motivation of a competent, diligent employee to remain employed.
3. A constructive discharge theory usually rides with an underlying legal claim such as discrimination, harassment, retaliation, or public-policy violation.
4. Before resigning, consider documenting the problem and giving the employer a fair opportunity to respond when doing so is safe and strategically sensible.
5. The resignation letter becomes evidence. State material facts accurately, preserve rights, and avoid unnecessary emotional conclusions.

FAST CHECK: Build a separation ledger covering reason, earned pay, due dates, equity, benefits, release terms, restrictions, and requested changes.

RECORD TO BUILD: Preserve complaints, employer responses, worsening conditions, health or safety impact, available alternatives, and the exact resignation language.

BEFORE YOU QUIT: ASK WHETHER THE RECORD SHOWS "COMPELLED," NOT JUST "FED UP"

Severity	Notice	Exit record
Objective conditions / duration / impact	Complaints / HR knowledge / failed corrections	Resignation reason / final communications / medical or safety evidence

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Chronology of conditions
- ☐ Complaints and responses
- ☐ Witnesses
- ☐ Medical or leave records if relevant
- ☐ Performance history
- ☐ Transfer / accommodation requests
- ☐ Resignation letter

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
a defense to constructive discharge often begins with "the employee chose to quit." The employee's job is to make that noun - "choice" - impossible to accept without confronting the conditions that produced it.	Ordinary stress, criticism, or unfairness may not suffice. • Notice often matters. • Identify underlying legal violation.

RELATED RUGGLES LAW FIRM READING

- Wrongful Termination Resource Center
- Workplace Harassment Resource Center
- Workplace Retaliation Resource Center
- Fired for a False Reason

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
See the governing statute and applicable regulations for the specific claim.	• Turner v. Anheuser-Busch, Inc., 7 Cal.4th 1238 (1994) • Colores v. Board of Trustees, 105 Cal.App.4th 1293 (2003)

SCAN TO READ
Wrongful Termination Resource Center
RugglesLawFirm.com

OFFICIAL RESOURCES CRD Employment

> *Constructive discharge occurs when working conditions are "so intolerable or aggravated" that a reasonable person would be compelled to resign.*
> — Turner v. Anheuser-Busch, Inc., 7 Cal.4th 1238 (1994)

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LAYOFFS, WARN & MASS TERMINATIONS IN CALIFORNIA

A quick guide to notice rights, severance overlap, and the evidence to collect when a reduction in force hits.

THE ONE-SENTENCE RULE California WARN is a notice statute with defined coverage rules. Do not assume every layoff triggers it - and do not assume a severance payment automatically answers a WARN question.

THE 60-SECOND CAL/WARN SCREEN

Screen	Question	Why it matters	Next step
Covered establishment	Did the facility or covered part employ the statutory minimum number of people?	**Coverage turns on statutory definitions, not the company's label for the office.**	Identify the establishment, headcount, and locations.
Event size	How many employees were laid off in the relevant 30-day period?	**A mass layoff has a statutory threshold.**	Collect notices and compare employee reports.
Notice timing	Was written notice given at least 60 days before the covered event?	**Covered events generally require advance notice.**	Save the notice, email headers, and effective date.
Notice contents	Did the 2026 notice include required workforce-support information?	**California updated notice content effective in 2026.**	Compare the notice to current EDD guidance.
Severance overlap	Is the agreement calling money "WARN pay," severance, wages, or consideration for a release?	**Different labels can have different legal consequences.**	Separate statutory rights from negotiated extras.

FIVE CAL/WARN POINTS TO CHECK

1. California has its own WARN statute. The Cal/WARN Act governs covered relocations, terminations, and mass layoffs and generally requires 60 days' written notice before a covered event. Labor Code §§1400-1413
2. Coverage depends on statutory definitions. A "covered establishment" and "mass layoff" are defined by statute. The current law should be checked against the specific facility, employee counts, and timing. Cal/WARN definitions
3. Remedies can include back pay and benefits. An employer that violates the notice requirement may face statutory liability, subject to defenses, offsets, and limits in the Act. DIR Cal/WARN
4. California changed required notice content for 2026. EDD's current WARN guidance reflects new worker-support-services information requirements. EDD WARN guidance
5. WARN is only one layoff issue. A reduction in force can also raise discrimination, retaliation, leave, wage, equity, contract, and age-waiver questions even when WARN does not apply.

FAST CHECK: Build a separation ledger covering reason, earned pay, due dates, equity, benefits, release terms, restrictions, and requested changes.

WHEN A LAYOFF IS BIG ENOUGH TO REQUIRE A SECOND LOOK

Coverage facts	Employee evidence	Severance questions
• Facility / establishment location • Approximate headcount • Number affected • Dates of notice and termination • Relocation / closure facts	• WARN letter and attachments • RIF announcement • Org chart / team list • Selection criteria if provided • Coworker layoff dates	• Is WARN pay separately identified? • What claims are released? • Is extra severance truly extra? • OWBPA group disclosure? • Bonus/equity treatment?

LAYOFF DAY: DOCUMENTS TO SAVE

- ☐ WARN notice and all attachments
- ☐ Severance agreement and release
- ☐ RIF announcement and FAQ
- ☐ List of affected coworkers / teams if lawfully available
- ☐ Your last performance reviews and ratings
- ☐ Age-disclosure / OWBPA exhibit if 40+
- ☐ Bonus, commission, and equity plans

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
A company-wide message saying "we appreciate everyone" may be heartfelt. It is not, by itself, a statutory WARN analysis. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.	Identify the establishment, headcount, and locations. • Collect notices and compare employee reports. • Save the notice, email headers, and effective date.

RELATED RUGGLES LAW FIRM READING

- California Severance Negotiation After Layoffs
- Executives: Negotiate Severance After a Merger or Layoff
- California Tech Layoff Severance, RSUs & Executive Compensation
- Legal Leverage to Negotiate Bigger Severance

CALIFORNIA STATUTES / REGULATIONS • Labor Code section 1400	PUBLISHED CALIFORNIA CASES • MacIsaac v. Waste Management Collection & Recycling, Inc., 134 Cal.App.4th 1076 (2005) • International Brotherhood of Boilermakers v. NASSCO Holdings Inc., 17 Cal.App.5th 1105 (2017)
SCAN TO READ California Severance Negotiation After Layoffs RugglesLawFirm.com	OFFICIAL RESOURCES EDD WARN | DIR Cal/WARN | Labor Code

> *"We have found no California case construing the terms of the California WARN Act."*
> — MacIsaac v. Waste Management Collection & Recycling, Inc., 134 Cal.App.4th 1076 (2005)

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FINAL PAY, UNUSED VACATION, WAITING-TIME PENALTIES & TERMINATION WAGES

What must be paid at discharge or resignation, how earned vacation and commissions fit, and when delayed final wages can trigger penalties.

THE ONE-SENTENCE RULE Final pay is a deadline problem and an earning problem: identify the separation date, determine every wage earned by that date, value vested vacation and incentive compensation, then compare the lawful deadline with the actual payment.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Discharge	Were all earned and determinable wages paid immediately at termination?	**HIGH**	Labor Code section 201 generally applies.
Resignation	Was at least 72 hours notice given, or were wages paid within 72 hours?	**HIGH**	Labor Code section 202 generally applies.
Vacation / PTO	Was vested vacation paid at the final rate?	**HIGH**	Use accrual records and policy history.
Bonus / commission	Was compensation already earned, even if payment calculation occurred later?	**FACT-SPECIFIC**	Apply the written earning terms.
Willful delay	Did the employer know wages were due and fail to pay without a good-faith dispute?	**PENALTY ISSUE**	Section 203 can continue daily up to 30 days.

FIVE RULES THAT MATTER

1. Labor Code section 201 generally requires immediate payment of earned wages upon discharge; section 202 generally governs resignations and the 72-hour rule.
2. Labor Code section 203 can impose waiting-time penalties for a willful failure to pay wages due at separation, up to 30 days.
3. Labor Code section 227.3 treats vested vacation as wages and generally requires payment at termination; earned vacation cannot be forfeited.
4. Labor Code section 206.5 restricts releases of wages due unless those wages have been paid. A severance release does not purchase wages already owed.
5. Final-pay analysis should include salary, hourly wages, overtime, break premiums, earned incentive compensation, vested vacation, reimbursements, and corrections to wage statements where applicable.

FAST CHECK: Build a separation ledger covering reason, earned pay, due dates, equity, benefits, release terms, restrictions, and requested changes.

THE FINAL-PAY LEDGER: EARNED ITEM + DUE DATE + PAYMENT DATE

Wage item	Earning evidence	Deadline and remedy
Salary / hours / overtime / premium / commission / bonus / vacation	Time / plan / transaction / accrual / payroll	Section 201 or 202 date / actual payment / section 203 / interest / statements

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Termination or resignation notice
- ☐ Final paystub and bank deposit
- ☐ Vacation/PTO accrual history
- ☐ Compensation plans and transaction records
- ☐ Timecards and unresolved wage complaints
- ☐ Expense reports and reimbursements
- ☐ Communications explaining delayed or partial payment

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
final-pay mistakes become expensive because the calendar keeps running. The useful demand does not simply say wages are missing; it identifies each wage, the earning source, the statutory due date, the payment date, and the daily penalty calculation.	Labor Code section 201 generally applies. • Labor Code section 202 generally applies. • Use accrual records and policy history.

RELATED RUGGLES LAW FIRM READING

- I Just Got Fired: What Should I Do Right Away?
- Complete Guide to California Commission Disputes
- Unpaid Wages Resource Center
- DIR - Final Pay FAQs

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Labor Code section 201 • Labor Code section 202 • Labor Code section 203 • Labor Code section 227.3	• Pineda v. Bank of America, 50 Cal.4th 1389 (2010) • Suastez v. Plastic Dress-Up Co., 31 Cal.3d 774 (1982) • Nishiki v. Danko Meredith, APC, 25 Cal.App.5th 883 (2018) • Naranjo v. Spectrum Security Services, Inc., 13 Cal.5th 93 (2022)

SCAN TO READ
I Just Got Fired: What Should I Do Right Away?
RugglesLawFirm.com

OFFICIAL RESOURCES Labor Code section 201 | Labor Code section 202 | Labor Code section 203 | DIR - Vacation FAQs

> *California treats vested vacation as wages and permits waiting-time penalties for willful nonpayment of final wages.*
> — Suastez v. Plastic Dress-Up Co., 31 Cal.3d 774 (1982); Pineda v. Bank of America, 50 Cal.4th 1389 (2010)

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EXECUTIVE SEVERANCE AGREEMENTS IN CALIFORNIA

A two-page quick study guide for employees before they sign away claims, leverage, or both.

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
the employer pays for peace; the employee sells claims and other rights. The value of the deal depends on what the employer is actually buying. "Standard" is a description, not a force of nature.	Claims create risk; risk creates negotiating value. • Separate money already earned from money offered for the release. • Change-in-control and "good reason" language can materially change the...

THE 60-SECOND SEVERANCE LEVERAGE MAP

Issue	What to ask	Leverage signal	Executive focus
Potential legal claims	Is there evidence of discrimination, retaliation, whistleblowing, leave/disability issues, unpaid compensation, or contract breach?	**HIGH when documented**	Claims create risk; risk creates negotiating value.
Compensation at stake	Bonus, commissions, RSUs/options, deferred comp, vacation, expense reimbursement, benefits?	**MED-HIGH**	Separate money already earned from money offered for the release.
Contract rights	Offer letter, employment agreement, CIC plan, severance plan, equity plan, bonus plan?	**HIGH if written**	Change-in-control and "good reason" language can materially change the analysis.
Termination story	Layoff, restructuring, performance, "cause," resignation, negotiated exit?	**VARIES**	The wording can affect references, equity, benefits, reputation, and later claims.
Restrictions	Confidentiality, nondisparagement, cooperation, non-solicit/noncompete, invention/IP clauses?	**NEGOTIABLE**	A paycheck should not come with unnecessary handcuffs.

FIVE CALIFORNIA RULES THAT DESERVE A HIGHLIGHTER

1. Broad releases can be broad. A clearly drafted general release can reach unknown claims; Civil Code §1542 is the familiar waiver used for that purpose. Civil Code §1542; Jefferson v. Dept. of Youth Authority (2002) 28 Cal.4th 299.
2. Separation agreements cannot muzzle reports of unlawful acts. Government Code §12964.5 restricts clauses that muzzle disclosure of unlawful workplace conduct, requires statutory carve-outs for covered nondisparagement terms, and generally gives five business days to consult counsel. Gov. Code §12964.5.
3. Age-40+ releases have federal timing rules. An ADEA waiver generally must satisfy the OWBPA, including clear writing, additional consideration, attorney-consult notice, 21 days to consider (45 in qualifying group programs), and 7 days to revoke. 29 U.S.C. §626(f); Oubre v. Entergy Operations, Inc. (1998) 522 U.S. 422.
4. California noncompetes are generally void. Section 16600 broadly voids employment noncompetes absent a statutory exception. Severance is not a magic wand that makes an otherwise void restraint valid. Bus. & Prof. Code §16600; Edwards v. Arthur Andersen LLP (2008) 44 Cal.4th 937.
5. Do not confuse severance with earned wages. Labor Code §206.5 limits releases of wages due; bona fide wage disputes may be settled after concededly due wages are unconditionally paid. Lab. Code §206.5; Chindarah v. Pick Up Stix, Inc. (2009) 171 Cal.App.4th 796.

WHAT AN EXECUTIVE SHOULD NEGOTIATE - NOT JUST THE CHECK

Money	Exit mechanics	Protection / future career
• Cash severance • Bonus / commission • Equity vesting or extension • Deferred compensation • COBRA / benefits • Unused PTO / expenses	• Termination date and characterization • Resignation from officer/director roles • Transition duties • Payment timing • Return of property • Tax / §409A review where applicable	• Reference language • Internal/external announcement • Nondisparagement carve-outs • Confidentiality scope • Cooperation limits • Indemnification / D&O rights • No improper noncompete

BEFORE YOU SIGN: THE DOCUMENT CHECKLIST

☐ The severance agreement and every exhibit/addendum
☐ Offer letter and employment agreement
☐ Bonus, commission, and incentive-compensation plans
☐ Equity plan, grant notices, RSU/option agreements, cap-table or vesting records
☐ Change-in-control or severance plan documents
☐ Recent performance reviews, PIP, complaints, leave/accommodation communications
☐ Termination/layoff communications and organizational charts

FROM THE EMPLOYER'S SIDE: The first offer is useful information, not necessarily the final answer. Before countering, identify the employer's legal risk, the compensation already owed, the rights being released, and the non-cash terms that matter to your next job. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.

RELATED RUGGLES LAW FIRM READING

• Negotiated Exits for Executives in California
• When Do You Have Legal Leverage to Negotiate a Bigger Severance Package?
• Laid Off With RSUs in California
• "Non-Negotiable" Severance in California: 5 Myths

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12964.5 • Labor Code section 206.5	• Jefferson v. Department of Youth Authority, 28 Cal.4th 299 (2002) • Skrbina v. Fleming Companies, Inc., 45 Cal.App.4th 1353 (1996)

SCAN TO READ
Negotiated Exits for Executives in California
RugglesLawFirm.com

OFFICIAL RESOURCES California Civil Rights Department | EEOC Severance Waiver Guidance | California Labor Commissioner

"An employee 'may not waive' an ADEA claim unless the employer complies with the statute."
— Oubre v. Entergy Operations, Inc., 522 U.S. 422 (1998)

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HOW TO NEGOTIATE EXECUTIVE SEVERANCE IN CALIFORNIA

A two-page playbook for turning legal risk, compensation loss, and transition needs into concrete negotiating terms.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE Do not negotiate by asking what feels fair. Identify what the employer wants from the release, measure the risk and value on both sides, then ask for specific terms that solve those issues.

THE 60-SECOND SEVERANCE LEVERAGE MAP

Leverage source	Questions to ask	Why it matters	Potential ask
Potential legal claims	Is there discrimination, retaliation, leave, whistleblowing, wage, contract, or WARN exposure?	**A release has value only if there is something meaningful to release.**	More cash, benefits, equity, or narrower release.
Lost compensation	What bonus, commission, RSU, option, or deferred comp is lost because of timing?	**The economic loss may dwarf the salary component.**	Acceleration, cash equivalent, vest-date extension, pro rata bonus.
Process problems	Was there a sudden PIP, inconsistent rationale, weak investigation, or unusual timing?	**Inconsistency creates litigation and credibility risk.**	Improved economics plus neutral reference/announcement.
Transition value	Does the employer need cooperation, knowledge transfer, availability, or a smooth announcement?	**Operational value can be traded for concrete consideration.**	Consulting fee, cooperation limits, payment for extra time.
Agreement terms	How broad are release, confidentiality, non-disparagement, cooperation, and restrictions?	**Non-cash terms can affect future work and reputation.**	Narrow language, mutuality, carve-outs, fee protection.

FIVE RULES FOR BUILDING A SERIOUS COUNTER

1. Severance is usually consideration for a release. California generally does not require severance just because employment ends. The negotiation is an exchange: the employer pays for certainty, promises, and risk reduction.
2. California limits gag provisions in separation agreements. Government Code section 12964.5 protects disclosure of information about unlawful acts and requires specified carve-out language. Separation agreements generally must provide at least five business days to consider the agreement. Gov. Code §12964.5

3. Employees 40 and older may have federal waiver rights. An ADEA waiver must satisfy the OWBPA, including special review and revocation periods. Group programs have additional disclosure rules. EEOC waiver guidance
4. Money already owed should not be repackaged as severance. Earned wages and other amounts already due should be identified separately from new consideration offered for a release. DLSE Final Pay FAQ
5. Broad releases deserve broad attention. California courts enforce broad release language when it actually covers the claim. Read the defined parties, covered claims, unknown-claim waiver, and exceptions before pricing the deal. Jefferson v. Department of Youth Authority

BUILD THE COUNTER AROUND VALUE - NOT JUST A BIGGER NUMBER

Money	Terms	Process
• Base severance and payment timing • Bonus / commission treatment • RSU or option treatment • COBRA / benefits contribution • Consulting or transition pay	• Neutral or positive reference • Announcement / separation description • Mutual non-disparagement • Narrow confidentiality language • Cooperation limits and payment	• Review and revocation periods • Tax / deferred-comp timing • Written calculation of all amounts • Clear effective date • No surprise post-signing conditions

BEFORE YOU COUNTER: THE EXECUTIVE SEVERANCE FILE

- ☐ Severance agreement and exhibits
- ☐ Offer letter, employment agreement, amendments
- ☐ Equity, bonus, commission, deferred-comp plans
- ☐ Performance reviews, awards, goals, and prior feedback
- ☐ Complaints, leave, accommodation, or investigation materials
- ☐ RIF/layoff communications and selection information
- ☐ Termination/PIP documents and stated reason

FROM THE EMPLOYER'S SIDE: A company may call its offer "standard." That is a description of its opening position, not a statute. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company’s position is genuine.

EMPLOYEE RESPONSE: Test the employer’s label against the contemporaneous record and price every term—not only the cash payment.

RELATED RUGGLES LAW FIRM READING

- Legal Leverage: How California Employees Negotiate Bigger Severance
- How to Negotiate Severance Like an Employment Lawyer
- How to Negotiate Executive Severance Agreement Terms
- Negotiated Exits for Executives

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12964.5 • Labor Code section 206.5	• Jefferson v. Department of Youth Authority, 28 Cal.4th 299 (2002) • Skrbina v. Fleming Companies, Inc., 45 Cal.App.4th 1353 (1996)

SCAN TO READ
Legal Leverage: How California Employees
RugglesLawFirm.com

OFFICIAL RESOURCES Gov. Code §12964.5 | EEOC Waiver Guidance | DLSE Final Pay

> *"Absent this exception, and absent contrary extrinsic evidence, a court will enforce general language ... releasing all claims including civil claims."*
> — Jefferson v. Department of Youth Authority, 28 Cal.4th 299 (2002)

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RELEASES, CONFIDENTIALITY & NON-DISPARAGEMENT

What California employees should understand before trading claims and speech rights for severance.

THE ONE-SENTENCE RULE A severance agreement is not just a check. It is a bundle of promises. The expensive promises are often the ones that do not have a dollar sign next to them.

THE 60-SECOND CLAUSE REVIEW

Clause	Ask	Watch for	Negotiation goal
General release	Exactly which claims, parties, and time period are covered?	**Affiliates, agents, unknown claims, contract/wage carve-outs.**	Know what is released and preserve anything that should survive.
Civil Code §1542	Does the agreement expressly waive unknown claims?	**A waiver expands the release beyond claims presently known.**	Price the breadth; add express exceptions when appropriate.
Confidentiality	What must remain confidential: amount, facts, agreement, or everything?	**Language that conflicts with California limits on silencing unlawful acts.**	Limit confidentiality to lawful subjects and practical needs.
Non-disparagement	Is it one-way, vague, or tied to broad "harm" language?	**A clause that can punish truthful discussion of unlawful acts.**	Mutual, objective, lawful carve-outs, defined representatives.
Cooperation / restrictions	How much future time or career restraint is required?	**Unlimited cooperation, uncompensated work, disguised noncompete.**	Time limits, payment, notice, and California-compliant restrictions.

FIVE RULES THAT CHANGE WHAT A RELEASE CAN DO

1. Civil Code section 1542 protects unknown claims unless it is waived. The statute says a general release does not ordinarily extend to unknown claims that would have materially affected settlement. Many separation agreements expressly ask the employee to waive that protection. Civ. Code §1542
2. California protects discussion of unlawful acts. A separation agreement may not prohibit disclosure of information about unlawful acts in the workplace, and the statute requires protective language in covered agreements. Gov. Code §12964.5
3. Some confidentiality still can be lawful. California permits confidentiality of the severance amount and allows protection of trade secrets, proprietary information, and confidential information that does not involve unlawful acts. Gov. Code §12964.5
4. Post-employment restraints are not saved by creative labels. California broadly voids employment noncompetes outside statutory exceptions. A release clause should not quietly create a restraint that California law forbids. Bus. & Prof. Code §16600; Edwards v. Arthur Andersen LLP
5. A broad release can have broad consequences. The California Supreme Court has enforced general release language where the agreement showed the parties intended to cover the civil claim. Read scope and exceptions, not just the payment paragraph. Jefferson

WHAT IS ROUTINE, WHAT IS NEGOTIABLE, AND WHAT DESERVES A RED PEN

Usually understandable	Negotiate / narrow	Red-flag questions
• Release through signing/effective date • Confidentiality of severance amount • Trade-secret protection • Reasonable return-of-property duties • Defined tax responsibility	• One-way non-disparagement • Unlimited cooperation • Broad affiliate/individual releases • Overbroad confidentiality • No-rehire language	• Waiving unpaid wage rights for no new value? • Restricting lawful future employment? • Penalizing reports to government? • Covering future claims? • Requiring false statements or concealment?

BEFORE YOU SIGN: CLAUSE-BY-CLAUSE CHECKLIST

☐ Release definition and released parties
☐ Civil Code §1542 waiver
☐ Confidentiality and statutory carve-outs
☐ Non-disparagement and who is bound
☐ Government/agency participation language
☐ Cooperation duties, duration, notice, payment
☐ No-rehire / noncompete / nonsolicit provisions

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
If the agreement needs three paragraphs to explain that you may still talk to your spouse, lawyer, accountant, and the government, somebody may have overachieved. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.	Know what is released and preserve anything that should survive. • Price the breadth; add express exceptions when appropriate. • Limit confidentiality to lawful subjects and practical needs.

RELATED RUGGLES LAW FIRM READING

• All Common Severance Agreement Clauses Explained
• Top 10 Things to Watch Out for in Severance Agreements
• How Do I Avoid Mistakes When Negotiating Severance?
• How to Negotiate Executive Severance Agreement Terms

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Civil Code section 1542 • Code of Civil Procedure section 1001 • Government Code section 12964.5	• Jefferson v. Department of Youth Authority, 28 Cal.4th 299 (2002) • Winet v. Price, 4 Cal.App.4th 1159 (1992) • Edwards v. Arthur Andersen LLP, 44 Cal.4th 937 (2008)

SCAN TO READ
All Common Severance Agreement Clauses Explained
RugglesLawFirm.com

OFFICIAL RESOURCES Civ. Code §1542 | Gov. Code §12964.5 | B&P §16600

> *"section 16600 evinces a settled legislative policy in favor of open competition and employee mobility."*
> — Edwards v. Arthur Andersen LLP, 44 Cal.4th 937 (2008)

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EXECUTIVES 40+: OWBPA & GROUP LAYOFF RELEASES

The federal age-discrimination waiver rules that can change review periods, revocation rights, and layoff disclosures.

THE ONE-SENTENCE RULE For employees age 40 or older, an ADEA release is not effective merely because the severance agreement says it is. Federal law imposes specific knowing-and-voluntary requirements.

THE 60-SECOND OWBPA CHECK

Question	Individual exit	Group / exit program	Why it matters
Consideration period	At least 21 days for an ADEA waiver.	**At least 45 days in a covered exit incentive or termination program.**	Rushing the federal clock can defeat the age-claim waiver.
Revocation	Seven days after signing.	**Seven days after signing.**	The ADEA waiver is not effective until the revocation period expires.
Written advice	Must advise consultation with an attorney.	**Same requirement.**	The statute specifies how the waiver must be presented.
Age disclosures	Not ordinarily the group-disclosure rule.	**Employer must provide defined decisional-unit/job-title/age information.**	The disclosure helps employees assess the selection process.
California overlay	California separation-agreement protections can also apply.	**Same California rules plus federal group rules.**	Use both bodies of law; one does not replace the other.

FIVE RULES FOR AGE-40-PLUS RELEASES

1. The OWBPA applies to waivers of ADEA claims. For an employee age 40 or older, federal law requires the age-discrimination waiver to be knowing and voluntary and to satisfy specific minimum conditions. 29 U.S.C. §626(f)
2. Individual ADEA waivers generally carry a 21-day consideration period. The agreement must also advise the employee in writing to consult an attorney and provide additional consideration beyond what is already owed. EEOC waiver guidance
3. Covered group programs generally carry a 45-day period plus disclosures. The employer must provide information about the decisional unit, eligibility factors, time limits, and job titles and ages of selected and non-selected employees in the covered group. EEOC waiver guidance
4. There is a seven-day revocation period. The ADEA waiver cannot become effective until the seven-day revocation period has expired. 29 U.S.C. §626(f)
5. Technical compliance matters. The U.S. Supreme Court held that a release that failed OWBPA requirements could not bar the employee's ADEA claim. Oubre v. Entergy Operations, Inc.

INDIVIDUAL EXIT OR GROUP PROGRAM? THE PAPERWORK SHOULD TELL YOU

Individual termination	Group / RIF program	Red flags
• 21-day consideration period • 7-day revocation • Written attorney advice • Specific ADEA reference • Extra consideration	• 45-day consideration period • 7-day revocation • Decisional-unit description • Eligibility / time limits • Job title and age disclosures	• "Sign today" pressure • Missing age disclosure attachment • Vague decisional unit • No written attorney advice • Waiver of future claims

BEFORE YOU SIGN: OWBPA DOCUMENT CHECKLIST

- ☐ Complete severance agreement and every attachment
- ☐ OWBPA / age-disclosure exhibit
- ☐ The decisional-unit definition
- ☐ Job titles and ages of selected/non-selected employees
- ☐ Eligibility criteria and selection factors
- ☐ Any RIF matrix or ranking provided to you
- ☐ Your performance history and comparator information

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
A 45-day review period is a protection. It is not a hint that the agreement improves if left on a desk long enough. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.	Rushing the federal clock can defeat the age-claim waiver. • The ADEA waiver is not effective until the revocation period expires. • The statute specifies how the waiver must be presented.

WHEN PROMPT LEGAL REVIEW MAY MATTER A severance agreement, release, resignation, or response deadline is running. • Bonus, equity, commissions, benefits, vacation, or final pay are at stake. • The stated reason changes, arrives late, or does not match the documents.

RELATED RUGGLES LAW FIRM READING

• California Severance Negotiation After Layoffs
• Executives: Negotiating Severance After a Merger or Layoff
• How to Negotiate Executive Severance Agreement Terms
• Top 10 Things to Watch Out for in Severance Agreements

SCAN TO READ
California Severance
Negotiation After Layoffs
RugglesLawFirm.com

OFFICIAL RESOURCES EEOC Waiver Q&A | 29 U.S.C. §626(f) | Gov. Code §12964.5

> *"An employee may not waive an ADEA claim unless the waiver or release satisfies the OWBPA's requirements."*
> — Oubre v. Entergy Operations, Inc., 522 U.S. 422 (1998)

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BONUSES, COMMISSIONS & RSUS AT TERMINATION

A two-page guide to sorting earned compensation, contingent compensation, and severance leverage.

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
money already owed, money that depends on plan conditions, and money you can negotiate because the employer wants a release. HR may prefer one large gray bucket. Your bank account should not.	Separate an earned bonus from a future or contingent bonus. • Calculate it separately from severance; a release should not hide the math. • Unvested equity may be forfeitable, but lost vesting can still be negotiation...

THE 60-SECOND COMPENSATION TRIAGE MAP

Issue	What to ask	Legal status	Negotiation focus
Bonus	Were all written performance and employment conditions satisfied before separation?	**PLAN-DEPENDENT**	Separate an earned bonus from a future or contingent bonus.
Commission	Was the sale, revenue event, or other condition for earning the commission completed?	**WAGE IF EARNED**	Calculate it separately from severance; a release should not hide the math.
RSUs / options	Which tranches are vested? What does the grant or equity plan say happens at termination?	**PLAN-DRIVEN**	Unvested equity may be forfeitable, but lost vesting can still be negotiation leverage.
Retention / sign-on	Is the company demanding repayment, a fee, or a penalty because employment ended? When was the contract signed?	**2026 RULES MAY APPLY**	New California “stay-or-pay” limits can matter; the exceptions are technical.
Final wages / PTO	Are earned wages, commissions, bonus amounts already due, and accrued vacation included in final pay?	**DUE IF EARNED**	Do not exchange money already owed for the employer’s release.

FIVE CALIFORNIA RULES THAT CONTROL THE MONEY

1. Earned wages are not severance. California defines wages broadly, and earned unpaid wages are due immediately on discharge. A willful failure can trigger up to 30 days of waiting-time penalties. Lab. Code §§200, 201, 203
2. Earned commissions must be paid. The Labor Commissioner states that commissions earned by termination are final wages; if a legal condition precedent occurs later, payment is due when that condition occurs. DLSE Final Pay FAQ

3. Bonus rights turn on the agreed conditions. A promised bonus becomes wages when the employee satisfies the agreed conditions. A clearly written active-employment condition may matter. Neisendorf v. Levi Strauss & Co. (2006) 143 Cal.App.4th 509. The court expressly did not decide a wrongful-discharge/bad-faith scenario.
4. Equity can be compensation without being fully earned. The California Supreme Court held that restricted stock could be compensation while continued employment remained a condition to full vesting. Schachter v. Citigroup, Inc. (2009) 47 Cal.4th 610. Plan language matters.
5. California added new 2026 “stay-or-pay” limits. For contracts entered on or after January 1, 2026, certain repayment, debt, fee, and penalty terms triggered by separation are unlawful, subject to detailed exceptions. Bus. & Prof. Code §16608; Lab. Code §926. This is not a blanket rule vesting unvested equity.

EARNED, CONTINGENT, OR NEGOTIABLE? SORT IT BEFORE YOU SIGN

Usually owed if earned	Depends on plan terms	Negotiable in severance
• Salary through the last day worked • Earned commissions • Earned bonus after all conditions are met • Accrued unused vacation • Other earned wage components	• Unvested RSUs / stock options • Future bonus requiring continued employment • Deferred compensation / §409A terms • Retention or sign-on repayment terms • Change-in-control triggers	• RSU acceleration or cash equivalent • Extend employment through a vesting date • Pro rata or guaranteed bonus treatment • Commission claim carve-outs • Extended option exercise window • Consulting / transition arrangement

BEFORE YOU SIGN: THE COMPENSATION DOCUMENT CHECKLIST

☐ Severance agreement and every exhibit/addendum
☐ Offer letter, employment agreement, and any compensation summary
☐ Bonus/incentive plan, target metrics, scorecards, and payout history
☐ Commission plan, quota documents, CRM/deal records, and approval emails
☐ Equity plan, grant notices, RSU/option agreements, and vesting schedule
☐ Screenshots or statements showing share counts, vesting dates, and plan balances
☐ Retention/sign-on bonus, clawback, change-in-control, or deferred-comp documents

FROM THE EMPLOYER'S SIDE: Do the math before HR does it for you. Put every dollar in one of three buckets: owed, contingent, or negotiable. Employers sometimes prefer one big gray bucket, possibly because gray is inexpensive. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company’s position is genuine.

EMPLOYEE RESPONSE: Test the employer’s label against the contemporaneous record and price every term—not only the cash payment.

RELATED RUGGLES LAW FIRM READING

• Complete Guide to California Tech Layoff Severance, RSUs, and Executive Compensation
• How to Negotiate RSU Acceleration in California Severance Agreements
• Laid Off With RSUs in California: When Lost Equity Creates Severance Leverage
• Negotiating Severance for California Finance and Fintech Employees

CALIFORNIA STATUTES / REGULATIONS
• Labor Code section 200
• Labor Code section 201
• Labor Code section 2751

PUBLISHED CALIFORNIA CASES
• Schachter v. Citigroup, Inc., 47 Cal.4th 610 (2009)
• Neisendorf v. Levi Strauss & Co., 143 Cal.App.4th 509 (2006)
• Sciborski v. Pacific Bell Directory, 205 Cal.App.4th 1152 (2012)

SCAN TO READ
Complete Guide to California
Tech Layoff Severance, RSUs,
RugglesLawFirm.com

OFFICIAL RESOURCES DLSE Final Pay FAQ | File a Wage Claim | 2026 Stay-or-Pay Statute

“Only when an employee satisfies the condition(s) precedent ... can that employee be said to have earned the incentive compensation.”
— Schachter v. Citigroup, Inc., 47 Cal.4th 610 (2009)

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NONCOMPETES, NONSOLICITS & EXIT RESTRICTIONS

A California guide to post-employment restraints, lawful confidentiality, and the clauses that deserve close review before signing.

THE ONE-SENTENCE RULE California strongly protects employee mobility. The label on a clause does not control; the real question is whether it unlawfully restrains a person from engaging in a lawful profession, trade, or business.

THE 60-SECOND EXIT-RESTRICTION SCREEN

Clause	Core question	California concern	Review goal
Noncompete	Does it restrict work for a competitor or in an industry?	**Employment noncompetes are broadly void outside statutory exceptions.**	Remove or confirm a true statutory exception.
Customer nonsolicit	Does it bar doing business with former customers?	**A restraint on lawful work may be vulnerable under section 16600.**	Analyze effect, not the heading.
Employee nonsolicit	Does it restrict recruiting or hiring former coworkers?	**Broad restraints can implicate mobility principles.**	Narrow to lawful interests if any.
Confidentiality	Does it protect trade secrets/confidential information or all knowledge and experience?	**Lawful confidentiality is different from a noncompete.**	Define protected information and lawful carve-outs.
Sale-of-business clause	Did the employee actually sell goodwill/ownership interests in a qualifying transaction?	**Section 16601 creates a specific exception.**	Confirm the transaction fits the statute.

FIVE CALIFORNIA RULES ON POST-EMPLOYMENT RESTRAINTS

1. California broadly voids employment noncompetes. Business and Professions Code section 16600 states that contracts restraining a lawful profession, trade, or business are void to that extent and directs broad application in employment. B&P §16600
2. Employers may not insert unlawful noncompetes into employment contracts. Section 16600.1 makes it unlawful to include or require a noncompete that does not satisfy a statutory exception. B&P §16600.1
3. Void restraints stay void across state lines. Section 16600.5 states that a contract void under the chapter is unenforceable regardless of where and when it was signed and creates a private enforcement action. B&P §16600.5
4. There are narrow statutory exceptions. For example, section 16601 permits certain restraints tied to a qualifying sale of business goodwill or ownership interests. B&P §16601
5. California Supreme Court precedent rejects a narrow-restraint exception. Edwards held an employment noncompetition agreement invalid under section 16600 unless it falls within a statutory exception. Edwards v. Arthur Andersen LLP

WHAT CAN FOLLOW YOU OUT THE DOOR - AND WHAT OFTEN CANNOT

Usually suspect restraints	Often legitimate interests	Needs fact-specific review
• Post-employment noncompete • Industry-wide work ban • Competitor employment ban • Geographic work ban • Financial penalty for lawful competition	• Trade-secret protection • Return of company property • Narrow confidential-information duties • Invention / IP provisions within law • Reasonable transition obligations	• Customer nonsolicit • Employee nonsolicit • Sale-of-business restriction • Equity-related forfeiture language • Choice-of-law / forum clause

EXIT-RESTRICTION DOCUMENT CHECKLIST

- ☐ Offer letter and employment agreement
- ☐ Confidentiality / invention-assignment agreement
- ☐ Severance and release
- ☐ Equity or partnership documents
- ☐ Customer / employee nonsolicit language
- ☐ Choice-of-law and forum provisions
- ☐ Any sale-of-business or ownership transaction documents

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
Changing the heading from "Noncompete" to "Please Don't Compete" does not create a statutory exception. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company’s position is genuine.	Remove or confirm a true statutory exception. • Analyze effect, not the heading. • Narrow to lawful interests if any.

RELATED RUGGLES LAW FIRM READING

- Top 10 Things to Watch Out for in Severance Agreements
- All Common Severance Agreement Clauses Explained
- How to Negotiate Executive Severance Agreement Terms
- Negotiated Exits for Executives

CALIFORNIA STATUTES / REGULATIONS • Business and Professions Code section 16600	PUBLISHED CALIFORNIA CASES • Edwards v. Arthur Andersen LLP, 44 Cal.4th 937 (2008) • Ixchel Pharma, LLC v. Biogen, Inc., 9 Cal.5th 1130 (2020) • AMN Healthcare, Inc. v. Aya Healthcare Services, Inc., 28 Cal.App.5th 923 (2018)
SCAN TO READ Top 10 Things to Watch Out for in Severance Agreements RugglesLawFirm.com	OFFICIAL RESOURCES B&P §16600 | B&P §16600.5 | B&P §16601

> *"section 16600 evinces a settled legislative policy in favor of open competition and employee mobility."*
> — Edwards v. Arthur Andersen LLP, 44 Cal.4th 937 (2008)

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WHISTLEBLOWER RETALIATION & SEVERANCE LEVERAGE

How protected complaints, timing, decisionmaker knowledge, and shifting explanations can affect a California exit negotiation.

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
protected activity, employer knowledge, adverse action, and evidence connecting the events. Severance leverage grows when that timeline is documented.	Different statutes protect different kinds of activity. • A decisionmaker cannot retaliate for something truly unknown. • Retaliation is not limited to one form of discipline.

THE 60-SECOND RETALIATION TIMELINE

Step	Question	Evidence	Why it matters
Protected activity	What did you report, refuse, oppose, or request?	**Written complaint, meeting notes, witnesses.**	Different statutes protect different kinds of activity.
Knowledge	Who knew, and when?	**Email routing, HR notes, meeting attendees.**	A decisionmaker cannot retaliate for something truly unknown.
Adverse action	What changed after the activity?	**PIP, demotion, exclusion, termination, layoff.**	Retaliation is not limited to one form of discipline.
Timing / treatment	How soon did treatment change? Were peers treated differently?	**Calendar, comparator facts, review history.**	Timing can support an inference but should be paired with facts.
Explanation	Has the employer changed or exaggerated its reason?	**Different written reasons, inconsistent metrics.**	Shifting explanations can increase litigation risk.

FIVE RULES THAT MAKE THE TIMELINE MATTER

1. Labor Code section 1102.5 protects qualifying disclosures. The statute protects disclosures to government, law enforcement, a person with authority, or another employee with authority to investigate or correct a violation when the employee reasonably believes the information concerns a legal violation. Lab. Code §1102.5
2. Internal reports can be protected. The statute expressly covers certain internal disclosures and disclosures made as part of the employee's job duties. Lab. Code §1102.5
3. California uses a statutory burden framework. Once the employee proves protected activity was a contributing factor in the adverse action, the employer must prove by clear and convincing evidence it would have taken the same action for legitimate independent reasons. Lab. Code §1102.6; Lawson v. PPG
4. A report can still be a disclosure when the recipient already knows. The California Supreme Court rejected a rule requiring the employee to provide previously unknown information. Garcia-Brower v. Kolla's, Inc.
5. A severance agreement cannot lawfully silence disclosure of unlawful acts. California separation agreements must preserve disclosure rights described in Government Code section 12964.5. Gov. Code §12964.5

FROM COMPLAINT TO TERMINATION: BUILD THE EVIDENCE CHAIN

Evidence that raises leverage	Employer response to test	Possible severance terms
• Written protected complaint • Close timing • Good prior reviews • Decisionmaker knowledge • Shifting or false reason	• Preexisting documented concern • Independent decision timing • Consistent comparator treatment • Legitimate RIF criteria • Same-decision evidence	• Additional severance • Reference / announcement • Narrow release • Mutual non-disparagement • No-rehire / eligibility language

RETALIATION / SEVERANCE EVIDENCE CHECKLIST

☐ Complaint, report, objection, or refusal communications
☐ Names of recipients and meeting attendees
☐ Performance history before the complaint
☐ PIP/discipline after the complaint
☐ Termination or layoff-selection explanation
☐ Policies or rules connected to the report
☐ Witness names and contemporaneous notes

FROM THE EMPLOYER'S SIDE: A performance problem that appears immediately after a compliance complaint deserves a timeline, not an eye roll. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.

EMPLOYEE RESPONSE: Test the employer's label against the contemporaneous record and price every term—not only the cash payment.

RELATED RUGGLES LAW FIRM READING

• Protected Activity in California Retaliation Cases
• How to Make a Workplace Complaint in California
• Workplace Investigations: California Employee Rights
• Fired After Filing a Complaint - Wrongful Termination?

CALIFORNIA STATUTES / REGULATIONS
• Labor Code section 1102.5
• Labor Code section 1102.6
• Government Code section 12964.5

PUBLISHED CALIFORNIA CASES
• Lawson v. PPG Architectural Finishes, Inc., 12 Cal.5th 703 (2022)
• People ex rel. Garcia-Brower v. Kolla's, Inc., 14 Cal.5th 719 (2023)

SCAN TO READ
Protected Activity in
California Retaliation Cases
RugglesLawFirm.com

OFFICIAL RESOURCES Lab. Code §1102.5 | Lab. Code §1102.6 | Gov. Code §12964.5

"The plaintiff need not satisfy McDonnell Douglas in order to discharge this burden."
— Lawson v. PPG Architectural Finishes, Inc., 12 Cal.5th 703 (2022)

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ADMINISTRATIVE CLAIMS & DEADLINES: CRD, EEOC & DLSE

Where employment claims may need to be filed before court, what each agency does, and why calendars matter.

THE ONE-SENTENCE RULE Deadlines are claim-specific. The first litigation task is often not drafting a complaint; it is identifying every administrative prerequisite and calendaring the earliest deadline.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
CRD / FEHA	Is the claim discrimination, harassment, retaliation, accommodation, or CFRA-related?	**HIGH**	California generally requires a CRD complaint before a FEHA civil action; current general filing period is three years for many claims.
EEOC	Is there a federal discrimination claim or strategic reason to dual-file?	**VARIES**	Federal deadlines and remedies differ.
DLSE	Is the claim unpaid wages, retaliation, final pay, sick leave, or another Labor Code matter?	**HIGH**	Wage and retaliation procedures vary by statute.
Court deadline	What statute of limitations applies to each cause of action?	**CRITICAL**	Administrative filing may or may not toll other claims.
Contract / arbitration	Is there an arbitration demand period, internal appeal, severance deadline, or plan claim procedure?	**CRITICAL**	Private deadlines can run alongside statutes.

FIVE RULES THAT MATTER

1. FEHA claims generally require an administrative complaint with CRD before a civil lawsuit; employees seeking immediate court access can request a right-to-sue notice.
2. CRD states that, in general, employment-discrimination complaints must be filed within three years of the alleged discriminatory act, subject to exceptions and claim-specific rules.
3. EEOC deadlines differ and can depend on state law and charge type. Do not assume a California filing automatically solves every federal timing issue.
4. DLSE handles many wage and retaliation claims, but the limitations period depends on the underlying statute and remedy.
5. Calendar the earliest plausible deadline first. A beautiful case filed late is still a late case.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Is the claim discrimination, harassment, retaliation, accommodation, or CFRA-related?	Termination date; Last discriminatory / retaliatory act date	California generally requires a CRD complaint before a FEHA civil action; current general filing period is three years...

THE DEADLINE MATRIX: CLAIM + FORUM + EXHAUSTION + LIMITATIONS

Claim	Agency / forum	Calendar items
FEHA / federal civil rights / Labor Code / contract / wage	CRD / EEOC / DLSE / court / arbitration	Administrative deadline / right-to-sue / statute / contractual deadline

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Termination date
- ☐ Last discriminatory / retaliatory act date
- ☐ CRD or EEOC charge
- ☐ Right-to-sue notice
- ☐ DLSE claim or complaint
- ☐ Arbitration agreement
- ☐ Internal appeal or grievance deadlines

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
limitations defenses are attractive because they can end a case without reaching the merits. Do not give the defense a free dispositive motion. Calendar first; argue later.	California generally requires a CRD complaint before a FEHA civil action;... • Federal deadlines and remedies differ. • Wage and retaliation procedures vary by statute.

WHEN PROMPT LEGAL REVIEW MAY MATTER An administrative, arbitration, or court deadline is approaching. • You receive discovery, deposition, mediation, motion, or trial papers. • Evidence must be preserved or a witness, document, account, or device may disappear.

RELATED RUGGLES LAW FIRM READING

- Free Initial Legal Consultation
- Practice Areas
- Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS
- Government Code section 12960
- Labor Code section 98
- Labor Code section 1194

PUBLISHED CALIFORNIA CASES
The principal authorities are statutory or federal for this topic; verify current law before relying on a deadline or rule.

SCAN TO READ
Free Initial Legal Consultation
RugglesLawFirm.com

OFFICIAL RESOURCES CRD Complaint Process | EEOC | DLSE Wage Claim

Administrative exhaustion rules are statutory gatekeeping rules; the exact claim and deadline must be checked before suit.
— California FEHA and applicable federal / Labor Code statutes

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CHOOSING AN EMPLOYMENT LAWYER, FEES & CASE EVALUATION

What an employee should expect from an initial case review, common fee structures, and the questions that separate a sales pitch from a litigation plan.

THE ONE-SENTENCE RULE The right lawyer is not the person who sounds angriest on the first call. Look for relevant employment-litigation experience, a realistic case theory, a fee arrangement you understand, and a plan for prompt action.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Experience	Has the lawyer actually litigated this kind of employment claim through discovery, motions, deposition, mediation, or trial?	**HIGH**	Ask what work the lawyer personally does.
Case theory	Can counsel explain the protected right, adverse action, causation, evidence, defenses, and damages in plain English?	**HIGH**	Clarity is a competence signal.
Fees	Hourly, contingency, hybrid, flat fee, costs?	**CRITICAL**	Understand what is owed, when, and from what recovery.
Communication	Who is your lawyer and who answers questions?	**HIGH**	Know the team and response expectations.
Action plan	What happens in the next 7, 30, and 90 days?	**HIGH**	Prompt strategic action beats indefinite “monitoring.”

FIVE RULES THAT MATTER

1. Employment lawyers may charge hourly, contingency, flat, or hybrid fees depending on the service and claim. Read the written fee agreement carefully.
2. Case evaluation is not only “do I have a claim?” It includes proof, defenses, damages, collectability, forum, deadlines, client goals, and litigation burden.
3. Ask who will actually handle depositions, motions, mediation, and trial preparation. The name on the website and the person doing the work are not always the same.
4. A realistic lawyer should be able to identify weaknesses as well as strengths. Certainty on incomplete facts is not confidence; it is usually marketing.
5. The employee-lawyer relationship works best when documents are organized, facts are candid, and expectations about timing and communication are explicit.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Has the lawyer actually litigated this kind of employment claim through discovery, motions, deposition, mediation, or...	Short chronology; Key employment documents	Ask what work the lawyer personally does.

THE FIRST CONSULTATION SHOULD PRODUCE A MAP, NOT A GUARANTEE

Law	Proof	Economics
Claims / defenses / deadlines	Documents / witnesses / missing evidence	Damages / fees / costs / time / settlement posture

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Short chronology
- ☐ Key employment documents
- ☐ Termination / severance papers
- ☐ Performance reviews
- ☐ Complaints / leave / accommodation records
- ☐ Pay and damages information
- ☐ Job-search record

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
corporate clients expect defense counsel to identify risk, budget, discovery, and exit options early. Employees deserve the same operational clarity from their counsel.	Ask what work the lawyer personally does. • Clarity is a competence signal. • Understand what is owed, when, and from what recovery.

WHEN PROMPT LEGAL REVIEW MAY MATTER An administrative, arbitration, or court deadline is approaching. • You receive discovery, deposition, mediation, motion, or trial papers. • Evidence must be preserved or a witness, document, account, or device may disappear.

RELATED RUGGLES LAW FIRM READING

- Free Initial Legal Consultation: California Employee Guide
- FAQs
- About Matt Ruggles
- Our Values

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Business and Professions Code section 6147 • Business and Professions Code section 6148	The principal authorities are statutory or federal for this topic; verify current law before relying on a deadline or rule.

SCAN TO READ
Free Initial Legal
Consultation: California
RugglesLawFirm.com

OFFICIAL RESOURCES State Bar of California - Attorney Search | California Courts - Civil Lawsuit Basics

> *"Victory is rarely total; it's pragmatic."*
> — Matthew J. Ruggles, "Litigation Is Tetris, Not Chess" (practice insight; not a judicial quotation)

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UNDERSTANDING THE LITIGATION PROCESS

A practical California employment-lawsuit roadmap: what happens, how long major stages often take, and what each stage means for the employee-plaintiff.

THE ONE-SENTENCE RULE Employment litigation is a sequence of pleadings, discovery, depositions, motions, settlement efforts, and potentially trial; most employee-plaintiffs spend far more time gathering evidence and preparing for testimony than appearing in a courtroom.

THE EMPLOYMENT LAWSUIT ROADMAP

Stage	Typical practical timing*	What happens	What it means for plaintiff
Pre-suit / filing	Days to weeks; FEHA claims require CRD process first.	**Investigation, evidence review, CRD filing/right-to-sue as needed, complaint drafted and served.**	You help build chronology, damages, documents, and defendant list.
Pleadings / case setup	Often first 1-3 months.	**Employer responds; court sets case-management schedule; early motions may occur.**	Usually little or no court appearance by plaintiff.
Discovery	Often 12-36 months in employment cases; schedules vary.	**Written questions, document exchange, subpoenas, depositions, expert work.**	This is where plaintiff is most directly involved and evidence gets tested.
Motions / mediation	Often during or after key discovery.	**Summary judgment may test whether claims reach trial; mediation may test settlement value.**	Preparation matters; mediation can end the case, but settlement is voluntary.
Trial / appeal	Trial often 12-36 months after filing; appeal can add substantial time.	**Witnesses testify, evidence is admitted, judge/jury decides disputed issues.**	Plaintiff attends, testifies, and may face cross-examination; patience becomes part of strategy.

FIVE THINGS PLAINTIFFS SHOULD UNDERSTAND ABOUT THE PROCESS

1. FEHA claims generally require administrative exhaustion before suit. California FEHA employment claims use the Civil Rights Department process before a civil action; filing and right-to-sue rules matter. Gov. Code sections 12960 and 12965
2. Discovery is where the factual case is built and tested. California discovery includes written discovery, document production, subpoenas, and depositions. It is designed to expose facts before trial rather than preserve surprise.
3. Summary judgment can end all or part of a case before trial. Under Code of Civil Procedure section 437c, a court may grant summary judgment when there is no triable issue of material fact and the moving party is entitled to judgment as a matter of law. CCP section 437c
4. Most cases can resolve before trial, but timing is unpredictable. Ruggles Law Firm's published FAQ notes that prompt cases may resolve in roughly 6-18 months, while 2-3 years is a practical average and trial may be set 12-36 months after filing. Ruggles Law Firm FAQs
5. The plaintiff usually participates heavily without living at the courthouse. Expect document collection, written discovery, deposition preparation and testimony, mediation preparation, and trial preparation. Routine case-management appearances are usually handled by counsel.

WHAT THE LAWYERS ARE DOING - AND WHAT THE PLAINTIFF IS DOING

Lawyer activity	Plaintiff activity	What it means strategically
• Draft pleadings and discovery • Take and defend depositions • Review employer records • Brief major motions • Prepare mediation / trial	• Preserve documents • Answer discovery accurately • Prepare for deposition • Update damages and job search • Make settlement decisions	• Credibility is cumulative • Timing affects leverage • Discovery changes case value • Motions can narrow claims • Patience and preparation matter

THE PLAINTIFF LITIGATION FILE

- ☐ Complaint and operative pleadings
- ☐ CRD complaint and right-to-sue notice where applicable
- ☐ Master chronology of employment events
- ☐ Discovery requests and your verified responses
- ☐ Document-production index and key exhibits
- ☐ Deposition notices, prep materials, and transcript
- ☐ Damages / mitigation records and job-search log

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
Most lawsuits contain fewer surprise witnesses than television suggests and substantially more PDFs. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.	You help build chronology, damages, documents, and defendant list. • Usually little or no court appearance by plaintiff. • This is where plaintiff is most directly involved and evidence gets tested.

EMPLOYEE RESPONSE: Organize the case by elements, proof, chronology, deadlines, damages, and what the next neutral decisionmaker will need.

RELATED RUGGLES LAW FIRM READING

• FAQs: Employment Lawsuits and Timing
• 42 Common Employment Lawsuit Terms
• Employment Lawsuit Deposition: A Guide for Employees
• Twelve Elements That Make a Strong Employment Lawsuit

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Code of Civil Procedure section 425.10 • Code of Civil Procedure section 437c	• Aguilar v. Atlantic Richfield Co., 25 Cal.4th 826 (2001) • Greyhound Corp. v. Superior Court, 56 Cal.2d 355 (1961)

SCAN TO READ
FAQs: Employment Lawsuits and Timing
RugglesLawFirm.com

OFFICIAL RESOURCES Gov. Code 12960 | Gov. Code 12965 | CCP 437c | California CRD

"The purpose of the law of summary judgment is to provide courts with a mechanism to cut through the parties' pleadings..."
— Aguilar v. Atlantic Richfield Co., 25 Cal.4th 826 (2001)

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EVIDENCE PRESERVATION, DISCOVERY & WRITTEN DISCOVERY

What happens after a lawsuit starts collecting documents, answering interrogatories, responding to requests for admission, and producing evidence.

THE ONE-SENTENCE RULE Discovery is where both sides test whether the story can survive documents, sworn answers, and third-party evidence. The goal is not to hide the ball; it is to build the record.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Preservation	What texts, emails, files, photos, devices, calendars, and social media may be relevant?	**CRITICAL**	Do not delete, alter, or “clean up” after a dispute becomes foreseeable.
Document requests	What records does each side demand?	**HIGH**	Relevance and proportionality still matter; objections must be strategic, not reflexive.
Interrogatories	What facts, witnesses, damages, and contentions must be answered under oath?	**HIGH**	Accuracy and consistency matter.
Admissions	Which propositions can be admitted, denied, or qualified?	**HIGH**	Careless responses can narrow or damage the case.
Third parties	Former coworkers, medical providers, new employers, agencies, vendors?	**VARIES**	Subpoenas can expand the evidence beyond company files.

FIVE RULES THAT MATTER

1. Once litigation is reasonably anticipated, potentially relevant evidence should be preserved. Deleting or altering evidence can create sanctions and credibility problems.
2. Written discovery typically includes document requests, interrogatories, and requests for admission, with different rules in state and federal court.
3. Discovery responses are not casual emails. They can be verified under oath, used in depositions, attached to motions, and shown at trial.
4. Employment cases commonly involve personnel records, internal communications, comparator evidence, policies, investigation files, payroll data, and electronic systems.
5. Discovery is iterative. One email may identify a witness; one witness may identify a spreadsheet; one spreadsheet may turn an “opinion” dispute into arithmetic.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
What texts, emails, files, photos, devices, calendars, and social media may be relevant?	Personal devices containing relevant communications; Emails / texts / messaging exports	Do not delete, alter, or “clean up” after a dispute becomes foreseeable.

DISCOVERY IS DOCUMENTARY CROSS-EXAMINATION

Preserve	Request	Test
Keep relevant evidence intact	Ask for the documents the employer story predicts should exist	Compare sworn answers to emails, policies, dates, and data

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Personal devices containing relevant communications
- ☐ Emails / texts / messaging exports
- ☐ Calendars and notes
- ☐ Job-search records
- ☐ Medical records relevant to claimed injury
- ☐ Damages documents
- ☐ Witness list

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
large employers defend through systems. HRIS, email, payroll, CRM, access logs, performance databases, ticketing systems. Good discovery asks which system should contain the answer - then checks whether it does.	Do not delete, alter, or “clean up” after a dispute becomes foreseeable. • Relevance and proportionality still matter; objections must be strategic, not... • Accuracy and consistency matter.

WHEN PROMPT LEGAL REVIEW MAY MATTER An administrative, arbitration, or court deadline is approaching. • You receive discovery, deposition, mediation, motion, or trial papers. • Evidence must be preserved or a witness, document, account, or device may disappear.

RELATED RUGGLES LAW FIRM READING

- Understanding the Litigation Process
- Depositions Explained
- Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Code of Civil Procedure section 2016.010	• Greyhound Corp. v. Superior Court, 56 Cal.2d 355 (1961) • Williams v. Superior Court, 3 Cal.5th 531 (2017)

SCAN TO READ
Understanding the Litigation Process
RugglesLawFirm.com

OFFICIAL RESOURCES California Courts - Civil Lawsuits | Federal Rules of Civil Procedure

> *The discovery statutes were intended to take the “game” element out of trial preparation while retaining the adversary nature of trial.*
> — Greyhound Corp. v. Superior Court, 56 Cal.2d 355 (1961)

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DEPOSITIONS IN EMPLOYMENT LAWSUITS

What happens at a plaintiff deposition, why it matters so much, how long it can last, and how the transcript follows the case.

THE ONE-SENTENCE RULE A deposition is sworn out-of-court testimony recorded for the lawsuit; the employee-plaintiff is usually the most important witness, and the resulting transcript can be used to test credibility, support motions, evaluate settlement, and prepare cross-examination at trial.

THE DEPOSITION DAY ROADMAP

Stage	What happens	Your job	Why it matters
Preparation	Review claims, chronology, key documents, likely topics.	**Refresh memory; do not memorize a script.**	Preparation improves accuracy without making testimony artificial.
Oath / ground rules	Court reporter administers oath; objections are stated on record.	**Listen, pause, answer the question asked truthfully.**	Deposition testimony is sworn testimony.
Questioning	Defense counsel asks about employment, claims, damages, history, documents.	**Be precise, avoid guessing, ask for clarification when needed.**	Admissions and inconsistencies can affect motions and trial.
Exhibits / breaks	Documents are marked; breaks occur during the day.	**Read exhibits before answering; use breaks appropriately.**	Documents often anchor later testimony.
Transcript / follow-up	Transcript is prepared; corrections may be permitted; more discovery may follow.	**Review any transcript process carefully with counsel.**	The written record can be quoted later in the case.

FIVE RULES ABOUT CALIFORNIA EMPLOYMENT DEPOSITIONS

1. Deposition testimony is under oath. California Code of Civil Procedure section 2025.330 requires the deposition officer to place the witness under oath or affirmation and provides for stenographic testimony unless otherwise agreed or ordered. CCP section 2025.330
2. Video recording is common when properly noticed. The noticing party may also record testimony by audio or video when the notice states that intention or the parties agree. CCP section 2025.330(c)
3. California employment depositions are excluded from the ordinary seven-hour statutory cap. The general seven-hour limit in section 2025.290 expressly does not apply to an employee or applicant action against an employer arising from the employment relationship. CCP section 2025.290(b)(4)
4. Transcript review can matter. When stenographically recorded, California procedure generally provides a period to review and make changes unless that process is waived or otherwise agreed. CCP section 2025.520
5. A deposition is discovery, not a closing argument. The goal is truthful testimony. Your lawyer prepares you for process and facts, but the witness supplies the answers.

YOUR TESTIMONY BECOMES A CASE DOCUMENT - PREPARE ACCORDINGLY

Do	Do not	Expect
• Listen fully • Pause before answering • Say when you do not know • Read exhibits carefully • Correct genuine misunderstandings	• Guess • Volunteer speeches • Argue with counsel • Memorize a script • Hide bad facts from your lawyer	• Personal-history questions • Detailed chronology questions • Questions about damages • Long stretches of concentration • Breaks and repeated topics

THE DEPOSITION PREPARATION FILE

- ☐ Complaint and major factual allegations
- ☐ Chronology of key employment events
- ☐ Key emails, complaints, reviews, and termination documents
- ☐ Prior written discovery responses
- ☐ Damages and job-search records
- ☐ Medical or emotional-distress issues placed at issue in the case
- ☐ List of dates or details you genuinely do not remember

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
The transcript remembers the answer long after everyone else has gone home. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.	Preparation improves accuracy without making testimony artificial. • Deposition testimony is sworn testimony. • Admissions and inconsistencies can affect motions and trial.

RELATED RUGGLES LAW FIRM READING

- Employment Lawsuit Deposition: A Guide for Employees
- Employment Lawsuit Deposition: How to Succeed
- 42 Common Employment Lawsuit Terms
- Twelve Elements That Make a Strong Employment Lawsuit

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Code of Civil Procedure section 2025.010	• Greyhound Corp. v. Superior Court, 56 Cal.2d 355 (1961)

SCAN TO READ
Employment Lawsuit
Deposition: A Guide for
RugglesLawFirm.com

OFFICIAL RESOURCES CCP 2025.290 | CCP 2025.330 | CCP 2025.520

> *"The Legislature intended to take the "game" element out of trial preparation while yet retaining the adversary nature of the trial itself."*
> — Greyhound Corp. v. Superior Court, 56 Cal.2d 355 (1961)

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MEDIATION & SETTLEMENT IN EMPLOYMENT CASES

What mediation is, what the employee-plaintiff actually does, why negotiations can move slowly, and what signing a settlement means.

THE ONE-SENTENCE RULE Mediation is a confidential settlement process in which a neutral mediator helps the parties evaluate risk and negotiate; attending mediation does not require an employee to settle, but a signed agreement can permanently resolve claims.

THE MEDIATION DAY ROADMAP

Stage	What usually happens	Plaintiff role	Meaning
Preparation	Counsel prepares facts, damages, legal issues, settlement strategy.	**Review goals, risk tolerance, must-have terms, and open questions.**	Know the case before the pressure of negotiation starts.
Opening / orientation	Mediator explains process; parties may meet jointly or separately.	**Listen, ask questions, stay focused on objectives.**	The mediator does not decide who wins.
Caucuses	Mediator moves between sides, testing facts and offers.	**Provide factual context and evaluate advice with counsel.**	Long gaps are normal; the mediator is working the other room.
Negotiation	Offers and counters may move in uneven steps.	**Decide whether each proposal meets your objectives and risk assessment.**	Settlement value is negotiated, not announced by the mediator.
Agreement / no deal	If resolved, material terms are documented; otherwise litigation continues.	**Read terms carefully before authorizing signature.**	Settlement is final business; no agreement means the case proceeds.

FIVE RULES ABOUT MEDIATION AND SETTLEMENT

1. California mediation communications are broadly confidential. Evidence Code section 1119 protects statements, writings, negotiations, and settlement discussions made for or in the course of mediation, subject to statutory exceptions. Evidence Code section 1119
2. Your lawyer must give a mediation-confidentiality disclosure in covered cases. Evidence Code section 1129 requires specified disclosure and acknowledgment about mediation confidentiality. Evidence Code section 1129
3. The mediator is not the judge. The mediator can evaluate risk, carry offers, identify obstacles, and push both sides, but does not issue a verdict.
4. Settlement decisions include non-cash terms. Release scope, tax characterization, payment timing, reference language, confidentiality, non-disparagement, benefits, and other terms can matter alongside dollars.
5. Mediation may occur more than once. Cases sometimes mediate before depositions, after key discovery, after summary-judgment rulings, or close to trial as information and leverage change.

NEGOTIATE WITH A PLAN - NOT JUST A NUMBER

Know before mediation	Decide during mediation	Confirm before signing
• Best and worst facts • Damages model • Litigation risks • Personal priorities • Alternative to settlement	• Cash amount • Payment timing • Non-cash terms • Tax questions • Whether to keep litigating	• Exact claims released • Reference / announcement • Confidentiality terms • Deadlines and conditions • Entire written agreement

THE MEDIATION PREPARATION FILE

- ☐ Current damages calculation
- ☐ Recent pay and mitigation / job-search information
- ☐ Key documents and deposition testimony
- ☐ Your settlement priorities ranked in advance
- ☐ Tax and benefits questions to raise before final agreement
- ☐ Reference, announcement, confidentiality, and non-disparagement goals
- ☐ Authority to make decisions without outside distractions

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
A mediator is not a judge with a secret gavel. No one can order a settlement because lunch is getting cold. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.	Know the case before the pressure of negotiation starts. • The mediator does not decide who wins. • Long gaps are normal; the mediator is working the other room.

WHEN PROMPT LEGAL REVIEW MAY MATTER An administrative, arbitration, or court deadline is approaching. • You receive discovery, deposition, mediation, motion, or trial papers. • Evidence must be preserved or a witness, document, account, or device may disappear.

RELATED RUGGLES LAW FIRM READING

- Can My Lawyer Tell Me What My Lawsuit Is Worth?
- Twelve Elements That Make a Strong Employment Lawsuit
- 42 Common Employment Lawsuit Terms
- Employment Law FAQs

CALIFORNIA STATUTES / REGULATIONS
- Evidence Code section 1115
- Evidence Code section 1129

PUBLISHED CALIFORNIA CASES
- Cassel v. Superior Court, 51 Cal.4th 113 (2011)
- Rojas v. Superior Court, 33 Cal.4th 407 (2004)
- Simmons v. Ghaderi, 44 Cal.4th 570 (2008)

SCAN TO READ
Can My Lawyer Tell Me What My Lawsuit Is Worth?
RugglesLawFirm.com

OFFICIAL RESOURCES Evidence Code 1119 | Evidence Code 1129 | Gov. Code 12965

"In order to encourage the candor necessary to a successful mediation, the Legislature has broadly provided for the confidentiality..."
— Cassel v. Superior Court, 51 Cal.4th 113 (2011)

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SUMMARY JUDGMENT, TRIAL & APPEALS

The major litigation events that decide whether a case reaches a jury, what trial actually requires, and what an appeal can - and cannot - do.

WHAT THE EMPLOYER WILL TEST

THE ONE-SENTENCE RULE A lawsuit is not one continuous trial. Most of the work happens before trial, and summary judgment is often the employer's biggest attempt to end the case without one.

WHEN PROMPT LEGAL REVIEW MAY MATTER An administrative, arbitration, or court deadline is approaching. • You receive discovery, deposition, mediation, motion, or trial papers. • Evidence must be preserved or a witness, document, account, or device may disappear.

THE 60-SECOND ISSUE MAP

Issue	What to ask	Risk / signal	Employee focus
Summary judgment	Can the employer show no triable issue on a required element or establish a complete defense?	**CRITICAL**	Evidence must be admissible and tied to legal elements.
Motions in limine	What evidence will the judge allow the jury to hear?	**HIGH**	Pretrial rulings can reshape the story.
Trial	Can witnesses and exhibits prove the elements under jury instructions?	**CRITICAL**	Credibility, chronology, documents, and damages become concrete.
Verdict / judgment	What did the factfinder decide and what post-trial motions follow?	**HIGH**	The case may continue after verdict.
Appeal	Is there a legal or preserved procedural error worth appellate review?	**VARIES**	Appeals usually review the record; they do not retry facts.

FIVE RULES THAT MATTER

1. Summary judgment asks whether the evidence presents a genuine dispute requiring trial; it is not merely a preview of which side has the better story.
2. Employment defendants frequently challenge causation, pretext, damages, exhaustion, limitations, and legal sufficiency through dispositive motions.
3. Trial preparation includes witness sequencing, exhibit foundations, jury instructions, motions in limine, damages proof, and cross-examination - not just opening and closing statements.
4. A jury decides disputed facts and credibility subject to the court's legal instructions; the judge decides legal and evidentiary questions.
5. Appeals focus on legal error and the existing record. Preserving objections and building a clean record at the trial level matters long before any notice of appeal.

THE PRACTICAL ACTION PLAN

1 VERIFY	2 PRESERVE	3 RESPOND
Can the employer show no triable issue on a required element or establish a complete defense?	Key deposition transcripts; Core exhibits and authenticated records	Evidence must be admissible and tied to legal elements.

THE CASE HAS TO SURVIVE ON PAPER BEFORE IT CAN WIN IN A COURTROOM

Summary judgment	Trial	Appeal
Declarations / deposition / exhibits / law	Witnesses / exhibits / instructions / verdict	Record / standard of review / preserved error

DOCUMENTS / ACTIONS TO SAVE NOW

- ☐ Key deposition transcripts
- ☐ Core exhibits and authenticated records
- ☐ Expert reports if any
- ☐ Damages summary
- ☐ Trial witness list
- ☐ Jury instructions / verdict form drafts
- ☐ Important rulings and objections

FROM THE EMPLOYER'S SIDE: corporate defendants often treat summary judgment as the first real trial. If the plaintiff cannot connect each legal element to admissible evidence, the jury may never see the case. Build the record with that motion in mind from day one.

EMPLOYEE RESPONSE: Organize the case by elements, proof, chronology, deadlines, damages, and what the next neutral decisionmaker will need.

PRACTICAL POINT: Litigation rewards sequence and preparation. Preserve evidence early, meet every deadline, and prepare for the next procedural event.

RELATED RUGGLES LAW FIRM READING

- How an Employment Lawsuit Works
- Depositions Explained
- Read Matt's Law Blog

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Code of Civil Procedure section 437c	• Aguilar v. Atlantic Richfield Co., 25 Cal.4th 826 (2001) • Nazir v. United Airlines, Inc., 178 Cal.App.4th 243 (2009)

SCAN TO READ
How an Employment Lawsuit Works
RugglesLawFirm.com

OFFICIAL RESOURCES California Courts - Civil Lawsuits | California Courts - Appellate Courts

Summary judgment exists to "cut through the parties' pleadings" and determine whether trial is necessary.
— Aguilar v. Atlantic Richfield Co., 25 Cal.4th 826 (2001)

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DAMAGES IN CALIFORNIA EMPLOYMENT CASES

A practical map of lost pay, emotional distress, punitive damages, attorney-fee provisions, statutory remedies, mitigation, and the difference between claim value and case value.

THE ONE-SENTENCE RULE Employment-case value is not one number: potential recovery can include economic loss, emotional-distress damages, statutory remedies, and in qualifying cases punitive damages, but each category requires proof and may be limited by mitigation, causation, defenses, or the governing cause of action.

THE DAMAGES MAP

Category	Examples	Proof	Major limiter
Back pay	Lost wages, bonus, commission, benefits from injury to resolution.	**Payroll, tax records, comp plans, job-search evidence.**	Mitigation, causation, interim earnings.
Front pay / future loss	Future earnings loss when consequences continue.	**Career history, labor-market proof, expert analysis where used.**	Speculation, future employability, mitigation.
Emotional distress	Mental anguish, humiliation, stress-related impact.	**Testimony, contemporaneous records, witnesses, treatment records when relevant.**	Causation, credibility, other stressors, scope of medical claims.
Punitive damages	Punishment/deterrence in qualifying tort or statutory cases.	**Oppression, fraud, or malice plus employer-level requirements.**	Clear-and-convincing standard; corporate managing-agent rules.
Fees / statutory remedies	Attorney fees in qualifying claims, penalties, wage remedies.	**Statutory entitlement and litigation record.**	Cause-of-action-specific rules and judicial discretion.

FIVE RULES ABOUT WHAT A CASE MAY BE WORTH

1. Damages depend on the cause of action. Wrongful termination, FEHA, wage claims, contract theories, and whistleblower claims do not all provide the same remedies.
2. FEHA can support attorney-fee awards under a plaintiff-protective standard. Government Code section 12965 authorizes discretionary attorney fees and costs; prevailing defendants face a stricter frivolousness standard. Gov. Code section 12965(c)
3. Punitive damages require more than proof of ordinary wrongdoing. Civil Code section 3294 requires clear and convincing evidence of oppression, fraud, or malice and imposes additional employer/corporate requirements. Civil Code section 3294
4. Lost earnings are tied to mitigation. A plaintiff should document reasonable efforts to obtain comparable work and all replacement earnings because mitigation can materially affect economic loss.
5. Case value is broader than the arithmetic. Liability strength, credibility, evidence quality, collectability, venue, motion risk, trial risk, insurance, and timing all influence settlement value even when the damages spreadsheet is identical.

CALCULATE DAMAGES BY CATEGORY - THEN TEST THE PROOF

Economic proof	Noneconomic / conduct proof	Case-value factors
• Pay history • Bonus/commission records • Benefits value • Job-search log • Replacement earnings	• Plaintiff testimony • Family/friend observations • Medical evidence if used • Repeated or intentional conduct • Management involvement	• Liability strength • Documentary evidence • Witness credibility • Summary-judgment risk • Employer ability to pay

THE DAMAGES EVIDENCE FILE

☐ Three to five years of compensation records if available
☐ Bonus, commission, equity, and benefit documents
☐ Termination date and damages start date
☐ Job-search log, applications, offers, and new earnings
☐ Tax returns / W-2s relevant to lost-income proof
☐ Contemporaneous evidence of emotional impact
☐ Documents showing management authorization, ratification, or repeated misconduct

WHAT THE EMPLOYER WILL TEST	WHAT THE EMPLOYEE SHOULD SHOW
A damages spreadsheet is evidence analysis, not a lottery ticket. Ask what document, witness, analysis, or contemporaneous explanation should exist if the company's position is genuine.	Mitigation, causation, interim earnings. • Speculation, future employability, mitigation. • Causation, credibility, other stressors, scope of medical claims.

RELATED RUGGLES LAW FIRM READING

• Can My Lawyer Tell Me What My Lawsuit Is Worth?
• Twelve Elements That Make a Strong Employment Lawsuit
• Wrongful Termination Practice Area
• Fired for a False Reason in California

CALIFORNIA STATUTES / REGULATIONS	PUBLISHED CALIFORNIA CASES
• Government Code section 12965 • Civil Code section 3294 • Labor Code section 203 • Labor Code section 1194	• Roby v. McKesson Corp., 47 Cal.4th 686 (2009) • Horsford v. Board of Trustees, 132 Cal.App.4th 359 (2005)

SCAN TO READ
Can My Lawyer Tell Me What My Lawsuit Is Worth?
RugglesLawFirm.com

OFFICIAL RESOURCES Gov. Code 12965 | Civil Code 3294 | California CRD

> *"The most important is the degree of reprehensibility of the defendant's conduct."*
> — Roby v. McKesson Corp., 47 Cal.4th 686 (2009)

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