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Attorneys for Plaintiff, MARIO SARABIA and on behalf of themselves and for all similarly situated persons, and the general public

UNITED STATES DISTRICT COURT

MARIO SARABIA, on behalf of
himself and for all similarly situated person
and the general public;

Plaintiff,

vs.

RICOH USA, INC., a California
Corporation, RICOH LOGISTICS
CORPORATION and DOES 1-50 ALL
INCLUSIVE,

Defendants.

Case No.: 8:20-cv-00218-JLS-KES
Honorable Judge Josephine L. Staton

**FOURTH AMENDED CLASS
ACTION COMPLAINT FOR
DAMAGES FOR:**

- 1. Unpaid missed rest breaks**
(Labor Code Section 226.7 and IWC Wage Order No. 4 and 9-2001 section 12);
- 2. Unpaid missed meal breaks**
(Labor Code Sections 226.7 and 512);
- 3. Failure to pay for all overtime worked**
(Labor Code Sections 510 and 1194);
- 4. Failure to pay minimum wage and pay for all wages earned**
(Labor Code Section 204, 1194 and 1197);
- 5. Failure to maintain accurate payroll records and to produce the records**
(Labor Code

*Sections 226, 1174 and 1198.5
and Applicable Wage Order);*

6. Failure to pay wages upon separation (*Labor Code Sections 201 – 203*)
7. Failure to pay for sick days (Lab Code §246(a));
8. Unlawful Discrimination Based on Cal. Gov. Code § 12940;
9. Wrongful Termination in Violation of Public Policy;
10. Wrongful Termination- Retaliatory Termination [Govt. Code § 12940(h)];
11. Violation of *California Government Code § 12940 (m) – Wrongful Termination, Failure to Accommodate;*
12. Violation of *California Government Code § 12940 (n) – Wrongful Termination Failure to Engage in the Interactive Process;*
13. Violation of *California Business and Professions Code §17200, et seq.;*
14. Civil Penalties Pursuant to Labor Code section 2699

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFF, MARIO SARABIA, individually on behalf of

1 himself and for all similarly situated persons, and the general public and alleges as
2 follows: (The allegations in this Complaint, stated on information and belief, have
3 evidentiary support and/or are likely to have more evidentiary support after reasonable
4 opportunity for further investigation and discovery.)

5 **NATURE OF THE ACTION**

- 6 1. Defendants, RICOH USA, INC., and RICOH LOGISTICS
7 CORPORATION, are operating a business in Orange County, California.
- 8 2. During the relevant timeframe, Plaintiff, MARIO SARABIA was
9 employed by Defendants, RICOH USA, INC. and RICOH LOGISTICS
10 CORPORATION, and worked at 1123 Warner Ave, Tustin, CA 92780.
- 11 3. This action for relief arises from Defendants' failure to provide off-duty
12 rest and meal periods as required by law; failure to compensate Plaintiff
13 and Class Members at the required rate for each occasion in which
14 Defendants failed to provide rest and meal breaks; failure to pay overtime
15 wages and for all hours worked; failure to keep accurate payroll records,
16 such that Plaintiff and Class Members were given wage statements that did
17 not accurately reflect all the hours worked and all wages earned; failure to
18 timely produce the employee's records, and failure to pay all wages due
19 upon separation; failure to pay the minimum wage and all wages earned;
20 failure to pay for sick days. Plaintiff Mario Sarabia individually seeks
21 remedy for Defendants' failure to accommodate and engage in the
22 interactive process, unlawful discrimination and wrongful and retaliatory
23 termination.
24

25 **THE PARTIES**

- 26
27 4. Plaintiff, MARIO SARABIA, is resident of California.
28

- 1 5. Defendant, RICOH USA, INC., at all times mentioned herein, is an
2 employer whose employees worked for, throughout the County of Orange
3 and in other counties in the State of California.
- 4 6. Defendant, RICOH LOGISTICS CORPORATION, at all times mentioned
5 herein, is an employer whose employees worked for, throughout the
6 County of Orange and in other counties in the State of California.
- 7 7. The true names and capacities, whether individual, corporate, associate or
8 otherwise of each of the Defendants designated herein as a DOE are
9 unknown to Plaintiff at this time, who therefore, sues said Defendants by
10 fictitious names, DOES 1 to 50, and will ask leave of this Court for
11 permission to amend this Complaint to show their names and capacities
12 when the same have been ascertained. Plaintiff is informed and believes
13 and thereon alleges that each of the Defendants designated as a DOE is
14 legally responsible in some manner for the events and happenings herein
15 referred to, and caused injuries and damages thereby to Plaintiff as herein
16 alleged.
- 17 8. Unless otherwise individually referred to, whenever, in this Complaint,
18 reference is made to "Defendants," such reference shall refer to all
19 Defendants.
- 20 9. Plaintiff on information and belief and based upon such basis, alleges that
21 at all times herein mentioned, each of the Defendants were acting as the
22 agent, servant, employee of each of the other Defendants, within the scope
23 of said agency and employment.
- 24 10. During the times and places of the incident in question, Defendants, and
25 each of them, their agents, servants and employees became liable to
26 Plaintiff and Class Members for the reasons described in the complaint
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1 herein, and thereby proximately caused Plaintiff to sustain damages as set
2 forth herein.

- 3 11. Plaintiff, on information and belief and based upon such basis, alleges that
4 all Defendants carried out a joint scheme, business plan or policy in all
5 respects pertinent hereto and all acts and omissions herein complained of
6 were performed within the course and scope of said employment, service,
7 agency, common scheme, plan and/or policy.
- 8 12. Plaintiff, on information and belief and based upon such basis, alleges that
9 Defendants' founders, owners, shareholders, executive officers, managers,
10 and supervisors directed, authorized, ratified and/or participated in the
11 conduct that gives rise to the claims asserted herein and derived personal
12 financial benefit from such conduct at the expense of Plaintiff.

13
14
15 **JURISDICTION AND VENUE**

- 16 13. This Court has jurisdiction over this action pursuant to California *Code of*
17 *Civil Procedure* § 410.10. The damages exceed the jurisdictional
18 minimum of this Court.
- 19 14. Venue is proper in this Court, pursuant to California *Code of Civil*
20 *Procedure* § 395.5 because the incidents complained of occurred in Orange
21 County, California.

22 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTIONS**

- 23 15. Plaintiff is informed and believes that Defendants own, manage, and/or
24 operate RICOH USA, INC., and RICOH LOGISTICS CORPORATION,
25 and at all times mentioned herein, are employers which have operations in
26 California, whose employees worked for, throughout the County of Orange
27 and in other counties.

- 1 16. Defendants employed Plaintiff as non-exempt hourly employee in their
2 Orange county location.
- 3 17. Plaintiff Mario Sarabia's employment began in March of 1988. Plaintiff's
4 last job title was a forklift operator and field distributor. His job duties
5 included tasks as a general laborer and a driver. His last supervisor was
6 Manuel Luna. Plaintiff Sarabia earned \$17.87 per hour and worked
7 between 8:00 a.m. and 5:30 p.m., and at times until 8 p.m. Between 2013
8 to 2016, he worked an additional 2 hours per day and between 2016 to
9 2018, he worked an additional one hour each day. Plaintiff was not paid for
10 .5 hour daily for his meal breaks despite it being interrupted. Therefore,
11 Plaintiff routinely worked more than eight hours per day and forty hours
12 per week. Defendants failed to pay Plaintiff overtime wages at the legal
13 rates of pay for all overtime hours worked and failed to provide him with
14 uninterrupted breaks.
- 15 18. During the relevant timeframe, Plaintiff worked shifts of over four hours,
16 and were not provided a ten-minute, uninterrupted rest break for each such
17 shift. Plaintiff worked during the rest periods either under the direction
18 and supervision of Defendants, or with Defendants' knowledge and
19 consent. Furthermore, Defendants created schedules that made it difficult
20 or impossible for Plaintiff to take their rest breaks.
- 21 19. During the relevant timeframe, Plaintiff worked shifts of over five hours,
22 and were not given a thirty-minute, uninterrupted meal break for each such
23 shift. Plaintiff worked during the meal periods either under the direction
24 and supervision of Defendant, or with Defendant's knowledge and consent.
- 25 20. Furthermore, Defendants created schedules that made it difficult or
26 impossible for Plaintiff to take his meal breaks.
27
28

- 1 21. Defendants failed to compensate Plaintiff at the required rate for each
2 occasion in which Defendants failed to provide rest breaks and meal
3 breaks. Defendants are understaffed and cannot possibly provide its
4 employees including Plaintiff with his statutory breaks. Furthermore,
5 Plaintiff claims that the past and present employees did not receive an hour
6 of premium pay, for each missed break, for all days they did not receive a
7 proper rest break and/or meal break. Furthermore, employees could not
8 take either of the two 30 minute meal breaks they were entitled to take
9 when they worked more than 10 hours. As a result, Defendants failed to
10 pay its employees for all wages earned. Interestingly, Defendants deducted
11 .5 hour from each employee's wages for a meal break, which was not taken
12 or was interrupted.
- 13 22. As such, Defendants failed to pay for all the hours worked and all wages
14 earned by Plaintiff and Class Members.
- 15 23. Defendants failed to maintain accurate payroll records, such that Plaintiff
16 and Class Members were given wage statements that did not accurately
17 reflect their true compensation and all the hours worked.
- 18 24. Defendants did not issue an accurate final paycheck to Plaintiff in
19 accordance with the timeframes prescribed by law, as his last paycheck did
20 not include the compensation for interrupted meal breaks and rest breaks
21 and payment for all overtime hours worked and accrued sick days.
- 22 25. Plaintiff Mario Sarabia developed health problems, as well as work-related
23 injuries, during his employment. However, Defendants failed and refused
24 to engage in the interactive process and failed to accommodate Plaintiff.
25 Instead, Defendant retaliated against Plaintiff by terminating his
26 employment on March 26, 2019. Plaintiff Sarabia was terminated under
27 the pretext that he had failed to provide medical documentation for his
28

1 medical condition and disability and/or he could not perform his job duties.
2 However, prior to the termination, Plaintiff had regularly submitted
3 medical documentation to Defendants (supervisors Manuel Luna or
4 Manuel Orozco), to meet his employer's requirement to prove that he was
5 out on disability per his doctor's order in regard to his disability and also
6 his treating physician had provided Defendants with a report that as of June
7 20, 2019, Plaintiff could return to his job. There are witnesses to Plaintiff's
8 employment and condition: Jomi, Jesus Nevares. Therefore, the last time
9 he turned the medical report was in April 2019 and the doctor's report
10 indicated that Plaintiff was able to return to work on June 20, 2019.
11 However, when Plaintiff attempted to return to work for Defendant, he was
12 told that he was already terminated in March 2019.

- 13
14 26. Throughout his thirty years of service for Defendants, Plaintiff Sarabia was
15 never aware of any complaints about his job performance. Plaintiff
16 believes and contends that the true reason Defendant chose to terminate
17 him on March 26, 2019, was due to his age (61 years old) and his injuries,
18 disability, medical condition and his medical leave. He was hired when he
19 was only 30 years old and he spent the best years of his life working hard
20 for Defendants. But once he needed medical leave, Defendants chose to
21 terminate and toss him out because he was too old and needed
22 accommodation.

23
24 **CLASS ACTION ALLEGATIONS**

- 25 27. Plaintiff brings this action on their own behalf, as well as on behalf of each
26 and all other persons similarly situated, and thus, seek class certification.
27 The class shall be defined as follows:
28 "All laborers who are hourly, non-exempt employees of RICOH USA,
INC., and RICOH LOGISTICS CORPORATION, and perform or

1 performed duties of a general laborer, forklift driver and field distributor,
2 in the State of California during the period commencing four years from
3 the date of PAGA filing or the date of the filing of the complaint, through
4 the entry of final judgment in this action.”

5 28. All claims alleged herein arise under California law for which Plaintiff and
6 Class members seek relief authorized by California law.

7 29. Excluded from the Class are Defendant(s) in this action, any entity in
8 which Defendant(s) have a controlling interest, any officers, directors, and
9 shareholders of Defendant, and legal representatives, heirs, successors, and
10 assigns of Defendant.

11 30. There is a well defined community of interest in this litigation and the
12 Class is easily ascertainable:

13 a. Numerosity: The members of the Class (and each subclass, if any) are
14 so numerous that joinder of all members would be unfeasible and
15 impractical. The membership of the Class is unknown to Plaintiff at
16 this time. However, the Class is estimated to be greater than fifty (50)
17 individuals and the identity of such membership is readily ascertainable
18 by inspection of Defendants’ employment records.

19 b. Typicality: Plaintiff is qualified to and will fairly and adequately
20 protect the interests of each Class Member with whom they have a
21 well-defined community of interest, and Plaintiff’s claims (or defenses,
22 if any), are typical of all Class Members as demonstrated herein.

23 c. Adequacy: Plaintiff is qualified to, and will fairly and adequately
24 protects the interests of each Class Member with whom they have a
25 well-defined community of interest and typicality of claims, as alleged
26 herein. Plaintiff acknowledges that they have an obligation to the Court
27 to make known any relationship, conflict, or differences with any Class
28 Member. Plaintiff’s attorneys and proposed Class counsel are versed in

1 the rules governing class action discovery, certification, and settlement.
2 Plaintiff has incurred, and, throughout the duration of this action, will
3 continue to incur costs and attorneys' fees that have been, are, and will
4 be necessarily expended for the prosecution of this action for the
5 substantial benefit of each Class Member.

- 6 d. Superiority: The nature of this action makes the use of class action
7 adjudication superior to other methods. Class action will achieve
8 economies of time, effort, and expense as compared with separate
9 lawsuits, and will avoid inconsistent outcomes because the same issues
10 can be adjudicated in the same manner and at the same time for the
11 entire class.
- 12 e. There are common questions of law and fact as to the Class (and each
13 subclass, if any), that predominate over questions affecting only
14 individual members, including but not limited to:
- 15 f. Whether Defendants had a policy of not providing uninterrupted
16 statutory mandated rest periods to Plaintiff and Class Members or
17 compensation for rest periods;
- 18 g. Whether Defendants had a policy of not providing uninterrupted
19 statutory mandated meal periods to Plaintiff and Class Members or
20 compensation for meal periods;
- 21 h. Whether Defendants created schedules in such a manner that made it
22 difficult or impossible for Plaintiff, and similarly situated Class
23 Members, to take uninterrupted rest periods;
- 24 i. Whether Defendants created schedules in such a manner that made it
25 difficult or impossible for Plaintiff, and similarly situated Class
26 Members, to take uninterrupted meal periods;
- 27 j. Whether Defendants failed to pay Plaintiff and Class Members for the
28 overtime hours worked during the relevant timeframe;

- 1 k. Whether Defendants had a policy of requiring Plaintiff and Class
2 Members to work before clocking in or continue working after clocking
3 out;
4 l. Whether Defendants failed to pay Plaintiff and Class Members for the
5 total hours worked during the relevant timeframe and pay for their sick
6 days;
7 m. Whether Defendants failed to keep accurate payroll records, such that
8 inaccurate wage statements were issued to Plaintiff and Class Members;
9 n. Whether Defendants failed to pay Plaintiff and Class members an
10 accurate and timely final paycheck;
11 o. Whether Defendants failed to pay Plaintiff and Class Members at least
12 minimum wage for all the hours worked;
13 p. Whether Defendants improperly retained, converted, appropriated, or
14 deprived Plaintiff and other Class Members of the use of monies or
15 sums, which Plaintiff and Class Members were legally entitled to;
16 q. Whether Defendants engaged in unfair business practices in violation of
17 California *Business and Professions Code* §§ 17200, et seq.; and
18 r. The appropriate amount of damages, restitution, or monetary penalties
19 resulting from Defendants' violations of California law.
20

21 **FIRST CAUSE OF ACTION**

22 **Violation of *Labor Code* §§ 226.7(a) and IWC Wage Order No. 4**
23 **and 9-2001 section 12 – Unpaid Missed Rest Breaks**

24 *(By Plaintiff, individually, and on behalf of all similarly situated Class Members,*
25 *Against all Defendants)*

- 26 31. Plaintiff and Class Members incorporate by reference and re-allege, as if
27 fully stated herein, the material allegations set forth in paragraphs 1
28 through 31 of this Complaint.

1 32. At all times herein set forth, Labor Code section 218 authorizes an
2 employee to sue
3 directly for any wages or penalty due to him or her under this article of the
4 Labor Code.

5 33. At all times herein set forth, Labor Code section 226.7(a) provides that no
6 employer
7 shall require an employee to work during any rest period mandated by an
8 applicable order of the IWC.

9 34. The language of applicable IWC Wage Order including IWC No. 4 and 9-
10 2001 section 12 (A) relating to rest periods tracks the language of the
11 Labor Code. (*Code of Regulations*, title 8, section 11070, subd. 11.),
12 which states: “Every employer shall authorize and permit all employees to
13 take rest periods, which insofar as practicable shall be in the middle of
14 each work period. The authorized rest period time shall be based on the
15 total hours worked daily at the rate of ten (10) minutes net rest time per
16 four hours or major fraction thereof. However, a rest period need not be
17 authorized for employees whose total daily work time is less than three and
18 one-half (3 ½) hours. Authorized rest period time shall be counted as
19 hours worked for which there shall be no deductions from wages”.

20
21 35. During the relevant time period, Plaintiff and class members worked more
22 than three and one-half (3 ½) hours per workday, and was not allowed to
23 take paid uninterrupted rest breaks that he was legally entitled to pursuant
24 to pertinent IWC Wage Order such as No. 4 and 9-2001 section 12.

25 36. Defendants’ conduct, as alleged herein, violates pertinent IWC Wage
26 Order such as No. 4 and 9-2001 § 12 and Labor Code § 226.7(a), which
27 provides that no employer shall require any employee to work during any
28 rest period mandated by an applicable order of the IWC.

1 37. Pursuant to Labor Code section 226.7(b), and pertinent IWC Wage Order
2 such as No. 4 and 9-2001 section 12 (B), Plaintiff and Class Members are
3 entitled to recover from Defendants one (1) additional hour of pay at
4 regular rate of compensation for each work day that a rest period was not
5 provided, for a three-year statutory period dating back from the date of the
6 commencement of this action.

7 38. Pursuant to Labor Code section 558, Plaintiff and Class Members are
8 entitled to fifty dollars (\$50.00) for each pay period for which he was
9 underpaid in addition to an amount sufficient to recover underpaid wages
10 and for each subsequent violation, one hundred dollars (\$100.00) for each
11 pay period for which he was underpaid in addition to an amount sufficient
12 to recover underpaid wages.

13 **SECOND CAUSE OF ACTION**

14 **Violation of *Labor Code* §§ 226.7(a) and 512 – Unpaid Missed**

15 **Meal Breaks**

16
17 *(By Plaintiff, individually, and on behalf of all similarly situated Class Members,*
18 *against all Defendants)*

19 39. Plaintiff and Class Members incorporate by reference and re-allege, as if
20 fully stated herein, the material allegations set forth in paragraphs 1
21 through 40 of this Complaint.

22 40. At all times herein set forth, Labor Code section 218 authorizes employees
23 to sue directly for any wages or penalty due to them under this article of
24 the California Labor Code.

25 41. At all times herein set forth, Labor Code section 226.7 provides that no
26 employer shall require an employee to work during any meal period
27 mandated by an applicable order of the IWC.
28

- 1 42. At all times herein set forth, Labor Code section 512(a) provides that an
2 employer may not employ an employee for a work period of more than
3 five (5) hours per day without providing the employee with a meal period
4 of not less than thirty (30) minutes, except that if the total work period per
5 day of the employee is not more than six (6) hours, the meal period may be
6 waived by mutual consent of both the employer and the employee.
- 7 43. At all times herein set forth, Labor Code section 512(a) further provides
8 that an employer may not employ an employee for a work period of more
9 than ten (10) hours per day without providing the employee with a second
10 meal period of not less than thirty (30) minutes, except that if the total
11 hours worked is no more than twelve (12) hours, the second meal period
12 may be waived by mutual consent of the employer and the employee, only
13 if the first meal period was not waived.
- 14 44. The language of applicable IWC Order, section 11 relating to meal periods
15 tracks the language of the Labor Code. (*Cal. Code Regs.*, tit. 8, section
16 11090, subd. 11.)
- 17 45. Defendants fostered a work environment where the taking of uninterrupted
18 thirty (30) minute meal breaks by its employees was essentially prohibited
19 because Defendants were more concerned about their profit margin, than
20 its own employees' welfare. As such, Plaintiff could not take any thirty
21 (30) minute uninterrupted meal breaks without the risk of being
22 reprimanded or terminated.
- 23 46. Because Defendants failed to afford proper meal periods, they are liable to
24 Plaintiff and Class Members for one hour of additional pay at the regular
25 rate of compensation for each workday that the proper meal periods were
26 not provided, pursuant to Cal. Labor Code Section 226.7(b) and applicable
27 IWC wage order, Section 11(B).
28

1 47. By violating Cal. Labor Code Section 226.7 and 512, and applicable wage
2 order, Section 11, Defendants are also liable to Plaintiff and Class
3 members for reasonable attorneys' fees and costs under Cal. Labor Code
4 Section 218.5.

5
6 **THIRD CAUSE OF ACTION**

7 ***Failure to Pay All Overtime Wages Earned, in violation of Labor Code***
8 ***Sections 510 and 1194***

9 *(By Plaintiff, individually, and on behalf of all similarly situated Class Members,*
10 *against all Defendants)*

11 48. Plaintiff and Class Members incorporate by reference and re-allege, as if
12 fully stated herein, the material allegations set forth in paragraphs 1
13 through 49 of this Complaint.

14 49. At all relevant times during the applicable limitations period, Plaintiff and
15 Class Members have been non-exempt employees of Defendants and
16 entitled to the benefits of Cal. Labor Code Sections 510 and 1194 and the
17 Wage Order.

18 50. Section 2(k) of the Wage Order defines hours worked as "the time during
19 which an employee is subject to the control of an employer, and includes
20 all the time the employee is suffered or permitted to work, whether or not
21 required to do so."

22 51. In relevant part, Section 3 of the applicable Wage Order states: (A) Daily
23 Overtime- General Provisions:

24 (1) The following overtime provisions are applicable to employees 18
25 years of age or over and to employees 16 or 17 years of age who are not
26 required by law to attend school and are not otherwise prohibited by law
27 from engaging in the subject work. Such employees shall not be employed
28

1 more than eight (8) hours in any workday or more than 40 hours in any
2 workweek unless the employee receives one and one-half (1 ½) times such
3 employee's regular rate of pay for all hours worked over 40 hours in the
4 workweek. Eight (8) hours of labor constitutes a day's work. Employment
5 beyond eight (8) hours in any workday or more than six (6) days in any
6 workweek is permissible provided the employee is compensated for such
7 overtime at not less than:

8 (a) One and one-half (1 ½) times the employee's regular rate of pay for all
9 hours worked in excess of eight (8) hours up to and including twelve (12)
10 hours in any workday, and for the first eight (8) hours worked on the
11 seventh (7th) consecutive day of work in a workweek; and

12 (b) Double the employee's regular rate of pay for all hours worked in
13 excess of 12 hours in any workday and for all hours worked in excess of
14 eight (8) hours on the seventh (7th) consecutive day of work in a
15 workweek.

16 (c) The overtime rate of compensation required to be paid to a nonexempt
17 full-time salaried employee shall be computed by using the employee's
18 regular hourly salary as one fortieth (1/40) of the employee's weekly
19 salary.
20

- 21 52. Cal. Labor Code Section 510 states: "Eight hours of labor constitutes a
22 day's work. Any work in excess of eight hours in one workday and any
23 work in excess of 40 hours in any one workweek and the first eight hours
24 worked on the seventh day of work in any one workweek shall be
25 compensated at the rate of no less than one and one-half times the regular
26 rate of pay for an employee. Any work in excess of 12 hours in one day
27 shall be compensated at the rate of no less than twice the regular rate of
28 pay for an employee. In addition, any work in excess of eight hours on any

1 seventh day of a workweek shall be compensated at the rate of no less than
2 twice the regular rate of pay of an employee. Nothing in this section
3 requires an employer to combine more than one rate of overtime
4 compensation in order to calculate the amount to be paid to an employee
5 for any hour of overtime work.”

6 53. With respect to overtime wages, the regular rate of pay under California
7 law must include “all remuneration for employment paid to, on behalf of,
8 the employee.” O.L. 2002.06.14 (quoting 29 U.S.C. Section 207(e)). This
9 requirement includes, but is not limited to, commissions and
10 nondiscretionary bonuses. See *Huntington Memorial Hosp. v. Superior*
11 *Court* (2005) 131 Cal App. 4th 893, 904-05.

12 54. During the relevant timeframe, Plaintiff and Class Members were working
13 more than 8 hours a day and more than 40 hours a week and were not paid
14 overtime wages for all the hours they worked overtime. They were not paid
15 for 30 minutes of meal break despite their meal breaks being interrupted
16 and they were asked to work.

17 55. Plaintiff and Class Members have been damaged in a sum to be proven and
18 request relief as described below.
19

20 21 **FOURTH CAUSE OF ACTION**

22 ***Failure to Pay Minimum Wage, Pay for all Wages Earned (Labor Code*** 23 ***Section 204, 1194 and 1197)***

24 *(By Plaintiff, individually, and on behalf of all similarly situated Class Members,*
25 *against all Defendants)*

26 56. Plaintiff and Class Members incorporate by reference and re-allege, as if
27 fully stated herein, the material allegations set forth in paragraphs 1
28 through 57 of this Complaint.

- 1 57. Cal. Labor Code Section 204 requires California employers to pay
2 employees for all wages earned.
- 3 58. Defendants failed to compensate Plaintiff and Class Members for all hours
4 worked, including, but not limited to, the hours worked during their meal
5 and rest breaks, as well as overtime pay, and for which they did not receive
6 the proper compensation under the law.
- 7 59. Plaintiff and Class Members have been damaged in a sum to be proven and
8 requests relief as described below.

9
10 **FIFTH CAUSE OF ACTION**

11 ***Failure to maintain accurate payroll records and to produce the records (Labor***
12 ***Code Sections 226, 1174 and 1198.5 and Applicable Wage Order)***
13 ***(By Plaintiff, individually, and on behalf of all similarly situated Class Members,***
14 ***Against all Defendants)***

- 15 60. Plaintiff and Class Members incorporate by reference and re-allege, as if
16 fully stated herein, the material allegations set out in paragraphs 1 through
17 61 of this Complaint.
- 18 61. Cal. Labor Code Section 226, applicable IWC such as wage order No. 4
19 and 9-2001, Section 7(A), and Cal. Labor Code Section 1174 require
20 employers to maintain accurate payroll records and to provide semi-
21 monthly or at the time of each payment of wages to furnish each employee
22 with a statement itemizing, among other things, the total hours worked by
23 the employee.
- 24 62. Defendants have violated Cal. Labor Code Sections 226(a) and 1174, and
25 applicable IWC wage order such as WO No. 4, Section 7(A) by willfully
26 failing to keep required payroll records showing the actual hours worked
27 each day by Plaintiff and Class Members. As a direct and proximate result
28

1 of Defendants' failure to maintain payroll records, Plaintiff and Class
2 Members have suffered economic harm as they have been precluded from
3 accurately monitoring the number of hours worked and thus seeking
4 payment for all missed meal periods and rest breaks.

5 63. Cal. Labor Code Sections 1174 states: "An employer shall not prohibit an
6 employee from maintaining a personal record of hours worked,...".
7 However, despite Plaintiff's numerous requests and demands, Defendant
8 has refused to produce Plaintiff Mario Sarabia's complete personnel
9 records including his time sheets and hours worked showing when Plaintiff
10 began and ended each work period, Meal periods, split shift intervals and
11 total daily hours worked.

12 64. Plaintiff and Class Members have been damaged in a sum to be proven
13 and request relief as described below.
14

15 **SIXTH CAUSE OF ACTION**

16 ***Failure to pay wages upon separation (Labor Code Sections*** 17 ***201-203)***

18 *(By Plaintiff, individually, and on behalf of all similarly situated Class Members,*
19 *against all Defendants)*

20 65. Plaintiff and Class Members incorporate by reference and re-allege, as if
21 fully stated herein, the material allegations set out in paragraphs 1 through
22 66 of this Complaint.
23

24 66. Labor Code sections 201 – 203 provide that if an employer discharges an
25 employee, the wages earned and unpaid at the time of discharge are due
26 and payable immediately, and that if an employee voluntarily leaves his or
27 her employment, his or her wages shall become due and payable not later
28 than seventy-two (72) hours thereafter; unless the employee had given

seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with Labor Code sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

67. During the relevant time period, Defendants failed to pay Plaintiff, and Class Members, who are no longer employed by Defendant, for all the hours they had worked and for the statutory breaks they was not provided with. Plaintiff and Class Members claim that once they had to stop working they did not timely receive wages owed to them upon the date they stopped working. This would include, but not be limited to, wages for all hours worked (including overtime), accrued sick pay, and hours worked during rest and meal breaks. As a result, Plaintiff claim a violation of Labor Code section 201-203 on behalf of themselves and all other employees who stopped working for the Defendants.
68. Plaintiff and Class Members have been damaged in a sum to be proven and request relief as described below.

SEVENTH CAUSE OF ACTION

Failure to pay for sick days (Violation of Labor Code §246(a))

(By Plaintiff Against all Defendants)

69. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated herein, the material allegations set out in paragraphs 1 through 70 of this Complaint.

1 70. Cal. Labor Code Section 246(a) provides: (a) (1) An employee who, on or
2 after July 1, 2015, works in California for the same employer for 30 or
3 more days within a year from the commencement of employment is
4 entitled to be paid sick days as specified in this section.

5 71. Defendants failed and refused to pay Plaintiff and Class Members for their
6 sick days despite the employees being sick.

7
8 **EIGHTH CAUSE OF ACTION**

9 **Unlawful Discrimination Based on Violation of *California Government***
10 ***Code § 12940***

11 *(By Plaintiff Mario Sarabia Individually Against All Defendants)*

12 72. Plaintiff Mario Sarabia re-alleges and incorporates by reference the
13 allegations contained in paragraphs 1 through 73 above as though fully set
14 forth.

15 73. At all times herein set forth, *California Government Code § 12926(d)*
16 provides: “‘Employer’ includes any person regularly employing five or more
17 persons, or any person acting as an agent of an employer, directly or
18 indirectly, the state or any political or civil subdivision of the state, and cities .
19 . . .”

20 74. Defendants employ more than five employees. Defendants violated Cal. Gov.
21 Code § 12940. Defendants discriminated against Plaintiff due to his age and
22 disability. As a result of Defendants’ acts, Plaintiff has suffered and will
23 continue to suffer damages, including lost wages, lost benefits, as well as
24 other pecuniary and physical and emotional injuries. The amount of
25 Plaintiff’s damages will be ascertained at trial.

26 75. Plaintiff is legally protected from physical disability discrimination, which
27 includes those whose physical condition requires disability leave and medical
28 treatment. Defendants discriminated against and terminated Plaintiff on March
26, 2019 due to several reasons: Plaintiff’s age, disability, medical condition

1 and injury, which he had asked for time off to receive medical treatment.
2 Plaintiff was put on disability in 2018-2019 by his treating physician, due to
3 medical condition. Defendants were aware of Plaintiff's medical condition and
4 disability since his treating doctor had provided documentation that Plaintiff
5 could not return to work until 4-28-19 and later medical documentation stated
6 that he could return to work on June 20, 2019. Despite medical
7 documentation, on March 26, 2019, while Plaintiff was disabled, Defendants
8 terminated Plaintiff Sarabia's employment after 30 years of hard work.
9 Plaintiff did check with Defendants after June 20, 2019 and requested to be
10 reinstated but Defendants refused to give Plaintiff any job. Plaintiff kept
11 calling the human resources department by calling 800-953-2526, begging for
12 his job back but was told that he was terminated in March 2019, despite the
13 fact that he was on disability during March 2019.

14 76. In committing the foregoing acts, Defendants are guilty of oppression, fraud,
15 and/or malice under California Civil Code Section 3294, thereby entitling
16 Plaintiff to punitive damages in an amount to be proven at trial. Defendants'
17 employees committed the acts of oppression, fraud, and/or malice.
18 Defendants, had advance knowledge of each employee who acted with
19 oppression, fraud, and/or malice, and/or authorized or ratified the wrongful
20 conduct for which an award of punitive damages is sought. The advance
21 knowledge and conscious disregard, authorization, ratification, or act of
22 oppression, fraud and/or malice, was committed by or on part of an officer,
23 director, or managing agent of each of the Defendants. Therefore, Plaintiff is
24 entitled to punitive damages against Defendants.

25 77. FEHA provides for an award of reasonable attorneys' fees and costs incurred
26 by a prevailing Plaintiff in an action brought under its provisions. Plaintiff
27 has employed and will continue to employ attorneys for the initiation and
28 prosecution of this action. Plaintiff has incurred and will continue to incur

1 attorneys' fees and costs. Plaintiff is entitled to an award of reasonable
2 attorneys' fees and costs since Defendants discriminated against Plaintiff due
3 to his physical condition requiring disability leave and medical treatment, as
4 well as due to his age.

5 **NINTH CAUSE OF ACTION**

6 **Wrongful Termination in Violation of Public Policy**

7 *(By Plaintiff Mario Sarabia Individually against all Defendants)*

- 8 78. Plaintiff Mario Sarabia incorporates by reference and re-alleges, as if fully
9 stated herein, the material allegations set out in paragraphs 1 through 79 of
10 this Complaint.
- 11 79. "Public policy" has been defined broadly to mean "that principle of law
12 which holds that no citizen can lawfully do that which has a tendency to be
13 injurious to the public or against the public good" [*Petermann v.*
14 *International Brotherhood of Teamsters* (1959) 174 Cal. App. 2d 184, 188,
15 344 P.2d 25]. An employer discharging an employee's employment based
16 on the employee's medical condition and age is a violation of Public
17 Policy because "disability discrimination" and "age discrimination" are
18 supported by either constitutional or statutory provisions; it inures to the
19 benefit of the public at large rather than serving merely the interests of the
20 individual; is articulated at the time of the discharge; and California's
21 policy against age and disability discrimination is "substantial and
22 fundamental."
- 23 80. During his employment, Plaintiff advised the Defendants of his physical
24 problems and the need to seek time off; Plaintiff is informed and belief that
25 this, along with his age, were the causes of the Defendants' discrimination
26 against him. Therefore, Plaintiff alleges that Defendants have terminated
27 his employment in violation of Public Policy. Plaintiff alleges that as a
28 direct and proximate result of Defendants' wrongful conduct (Plaintiff
employment being terminated on the above described bases and the fact

1 that he was on medical leave); Plaintiff has now sustained monetary
2 damages and severe emotional distress in an amount to be proven at trial.

- 3 81. Each of the wrongful and deliberated acts committed by Defendants, as
4 herein alleged, were acts that constitute oppression and malice because
5 they were committed with the sole intent to discharge Plaintiff from his
6 employment due to his physical condition requiring disability leave and
7 medical treatment, as well as due to his advancing age.
- 8 82. Plaintiff is informed and believes and thereon alleges that each of the
9 oppressive and malicious acts committed by Defendants, as herein above
10 alleged, were committed and/or ratified by Defendants and their directors,
11 officers, managing employees, and therefore, Plaintiff is entitled to an
12 award of punitive damages against Defendants and each of them.

13
14 **TENTH CAUSE OF ACTION**

15 **Violation of California Government Code § 12940(h) Wrongful**
16 **Termination-Retaliatory Termination**

17 *(By Plaintiff Mario Sarabia Individually against all Defendants)*

- 18 83. Plaintiff Mario Sarabia incorporates by reference and re-alleges, as if fully
19 stated herein, the material allegations set out in paragraphs 1 through 84 of
20 this Complaint.
- 21 84. Defendants retaliated against Plaintiff in the terms, conditions and
22 existence of Plaintiff' employment after Plaintiff opposed practices of
23 Defendants forbidden by FEHA, Govt. Code §§ 12900-12996, including
24 but not limited to Govt. Code §§ 12940, 12945.2, 19702.3 (employment
25 discrimination). Defendants' retaliation violated Govt. Code § 12940,
26 including subsection (h).
- 27 85. During his employment, Plaintiff requested accommodations for his
28 injuries and disability. Plaintiff was on medical leave and Defendants

1 retaliated against Plaintiff by terminating his employment. Such act created
2 hostile work environment

3 86. Defendants' wrongful conduct proximately caused Plaintiff to suffer
4 general and special damages in an amount to be proven.

5 87. Under Labor Code § 6310 Plaintiff is entitled to injunctive relief including
6 reinstatement and reimbursement of lost wages and benefits.

7 88. Plaintiff has been required to hire The Law Offices of Farrah Mirabel, and
8 is entitled to recover reasonable attorney fees.

9 89. Plaintiff alleges that Defendants' terminating him for asking for
10 accommodations due his physical condition and disability, and being out
11 on medical leave, was done with malice and oppression because they were
12 meant to retaliate against Plaintiff for having exercised his right for work
13 accommodations due to his disabilities. These oppressive and malicious
14 acts, as herein above alleged, were committed by Defendants and/or each
15 of them through their Directors, Officers, Managing Employees, were
16 ratified by Defendants and each of them at the time these acts were being
17 committed.

18 90. Plaintiff is entitled to damages in an amount according to proof at trial and
19 punitive damages in an amount sufficient to deter and punish Defendants
20 and each of them pursuant to Civil Code § 3294.

21
22 **ELEVENTH CAUSE OF ACTION**

23 **Violation of *California Government Code* § 12940 (m) – Wrongful**
24 **Termination Failure to Accommodate**

25 *(By Plaintiff Mario Sarabia Individually against all Defendants)*

26 91. Plaintiff Mario Sarabia incorporates by reference and re-alleges, as if fully
27 stated herein, the material allegations set out in paragraphs 1 through 92 of
28 this Complaint.

1 92. Defendants failed to make reasonable accommodations for Plaintiff's
2 disabilities, and instead terminated his employment. This violated Govt. Code
3 § 12940, including subsection (m).

4 93. Defendants' wrongful conduct proximately caused Plaintiff to suffer general,
5 special and statutory damages in an amount to be proven. Plaintiff has been
6 required to hire the Law Offices of Farrah Mirabel, and is entitled to recover
7 reasonable attorney fees.

8 94. Plaintiff alleges that Defendants' refusal to grant Plaintiff accommodations
9 and terminating his employment were acts that constitute oppression and
10 malice because they were committed with the sole intent of depriving Plaintiff
11 of being employed and causing injuries to Plaintiff. These oppressive and
12 malicious acts, as herein above-alleged, were committed by Defendants and/or
13 each of them through their Directors, Officers, Managing Employees, were
14 ratified by Defendants and each of them at the time these acts were being
15 committed. Therefore, Plaintiff is entitled to damages in an amount according
16 to proof at trial and punitive damages in an amount sufficient to deter and
17 punish Defendants and each of them. Therefore, Plaintiff is entitled to
18 damages in an amount according to proof at trial and punitive damages in an
19 amount sufficient to deter and punish Defendants and each of them pursuant
20 to Civil Code § 3294.

21 95. Plaintiff alleges that as a direct and proximate result of Defendants wrongful
22 conduct (Plaintiff being terminated based on his disability and being put on
23 medical leave), he has now sustained monetary damages and severe emotional
24 distress.

25
26 **TWELFTH CAUSE OF ACTION**

27 **Violation of *California Government Code* § 12940 (n) – Wrongful**
28 **Termination**
Failure to Engage in the Interactive Process

(By Plaintiff Mario Sarabia Individually against all Defendants)

96. Plaintiff Mario Sarabia incorporates by reference and re-alleges, as if fully stated herein, the material allegations set out in paragraphs 1 through 97 of this Complaint.
97. Plaintiff had health issues, including work related injuries, and required work accommodations. He had requested and was put on medical leave. Defendants failed to engage in a timely, good faith, interactive process with Plaintiff to determine effective, reasonable accommodations for his disability. This violated Govt. Code § 12940, including subsection (n).
98. Defendants' wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount to be proven. Plaintiff was forced to hire the Law Offices of Farrah Mirabel, and is entitled to recover reasonable attorney fees.
99. Plaintiff alleges that Defendants refused to acknowledge and accept his need for continued accommodations and treatment due to his disability, which required Plaintiff to be on medical leave until June 20, 2019. Plaintiff sought continued accommodations, but instead was terminated. Such acts constitute oppression and malice because they were committed with the sole intent of depriving Plaintiff of receiving proper medical care and also deprive him of being employed and causing injuries to Plaintiff. These oppressive and malicious acts, as herein above-alleged, were committed by Defendants and/or each of them through their Directors, Officers, Managing Employees, were ratified by Defendants and each of them at the time these acts were being committed. Therefore, Plaintiff is entitled to damages in an amount according to proof at trial and punitive damages in an amount sufficient to deter and punish Defendants and each of them. Therefore, Plaintiff is entitled to damages in an amount according

1 to proof at trial and punitive damages in an amount sufficient to deter and
2 punish Defendants and each of them pursuant to Civil Code § 3294.

3
4 **THIRTEENTH CAUSE OF ACTION**

5 **Violation of California Business & Professions Code § 17200, et seq.**

6 *(By Plaintiff, individually, and on behalf of all similarly situated Class*
7 *Members, Against all Defendants)*

- 8 100. Plaintiff incorporates by reference and re-allege, as if fully stated herein,
9 the material allegations set out in paragraphs 1 through 73.
- 10 101. California Business & Professions Code Section 17200 prohibits unfair
11 competition in the form of any unlawful, unfair, or fraudulent business act
12 or practice.
- 13 102. California Business & Professions Code Section 17204 allows “any person
14 acting for the interest of itself, its members or the general public” to
15 prosecute a civil action for violation of the UCL.
- 16 103. Beginning at an exact date unknown to Plaintiff, but at least four years
17 prior to the filing of this action, Defendants have improperly, fraudulently,
18 and unlawfully failed to provide Plaintiff with meal and rest breaks, failed
19 to provide compensation for the missed meal and rest breaks, failed to
20 provide compensation for all hours worked and all wages earned, failed to
21 pay compensation for all over-time hours worked, failed to pay for sick
22 days, and provided Plaintiff with inaccurate wage statements, and have
23 thereby committed unlawful, unfair, and/or fraudulent business acts and
24 practices as defined by California Business & Professions Code Section
25 17200, by engaging in the following:
- 26 i. Failing and refusing to provide meal periods and rest breaks to Plaintiff;
27
28

- 1 ii. Failing to pay all accrued meal period and rest break compensation to
- 2 Plaintiff;
- 3 iii. Failing to pay for all hours worked and pay for all overtime compensation to
- 4 Plaintiff;
- 5 iv. Failing to maintain accurate payroll record and provide accurate itemized
- 6 wage statement to Plaintiff; and
- 7 v. Failing to pay for sick days.

8 The violation of these laws serve as unlawful, unfair, and/or fraudulent predicate acts
9 and practices for purposes of California Business and Professions Code Section 17200.

10 104. As a direct and proximate result of Defendants' unlawful, unfair, and/or
11 fraudulent acts and practices described herein, Defendants have received
12 and continue to hold ill-gotten gains belonging to Plaintiff. As a direct and
13 proximate result of Defendants' unlawful business practices, Plaintiff have
14 suffered economic injuries including, but not limited to, compensation for
15 missed meal periods and over-time hours worked. Defendants have
16 profited from their unlawful, unfair, and/or fraudulent acts and practices in
17 failing to provide meal period and rest break compensation to Plaintiff, as
18 well as compensation for over-time hours worked.

19
20 105. Plaintiff is entitled to restitution pursuant to California Business &
21 Professions Code Sections 17203 and 17208 for all meal period and rest
22 break compensation, unpaid wages and interest since four years prior to the
23 filing of this action.

24 106. Plaintiff is entitled to enforce all applicable penalty provisions of the
25 California Labor Code pursuant to California Business & Professions Code
26 Section 17202.

27 107. Plaintiff's success in this action will enforce important rights affecting the
28 public interest. In this regard, Plaintiff, sues on behalf of themselves and

1 the general public. Plaintiff seeks and is entitled to unpaid compensation,
2 declaratory and injunctive relief, civil penalties, and any other appropriate
3 remedy.

4 108. Injunctive relief is necessary and appropriate to prevent Defendants from
5 continuing and repeating their unlawful, unfair and fraudulent business acts
6 and practices alleged above.

7 109. In order to prevent Defendants from profiting and benefitting from their
8 wrongful and illegal acts and continuing those acts, an order requiring
9 Defendants to disgorge all the profits and gains they have reaped and
10 restore such profits and gains to the Plaintiff, from whom they were
11 unlawfully taken.

12 110. Plaintiff has assumed the responsibility of enforcement of the laws and
13 lawful claims specified herein. There is a financial burden incurred in
14 pursuing this action, which is in the public interest. Therefore, reasonable
15 attorneys' fees are appropriate pursuant to Cal. Code of Civil Procedure
16 Section 1021.5.

17 111. By all of the said foregoing alleged conduct Defendants have committed,
18 and are continuing to commit, ongoing unlawful, unfair and fraudulent
19 business practices within the meaning of Cal. Business & Professions Code
20 Section 17200, et seq.

21 112. As a direct and proximate result of the unfair business practices described
22 above, Plaintiff has suffered significant losses and Defendants have been
23 unjustly enriched.

24 113. Pursuant to Cal. Business & Professions Code Section 17203, Plaintiff is
25 entitled to: (a) restitution of money acquired by Defendants by means of
26 their unfair business practices, in amounts not yet ascertained but to be
27 ascertained at trial; (b) injunctive relief against defendants' continuation of
28

1 their unfair business practices, and (c) a declaration that defendants'
2 business practices are unfair within the meaning of the statute.

3 **FOURTEENTH CAUSE OF ACTION**

4 ***Civil Penalties Pursuant to Labor Code section 2699***

5 *(By Plaintiff, individually, and on behalf of all similarly situated Class*
6 *Members, Against all Defendants)*

7 114. Plaintiff incorporates by reference and re-alleges, as if fully stated herein,
8 the material allegations set out in paragraphs 1 through 115 of this
9 Complaint.

10 115. As a result of the actions alleged herein, Plaintiff seeks penalties under
11 Labor Code sections 2698 to 2699 and 2699.5 because of Defendants'
12 violation of Labor Code sections 201-204, 226, 226.7, 510, 512, 1174,
13 1194, 1197, 1197.1, 1198, which call for civil penalties.

14 116. For each such violation, Plaintiff is entitled to penalties in an amount to be
15 proven at trial subject to the following formula:

- 16 i. For \$100 for the initial violation per employee per pay period
17 ii. For \$200 for each subsequent violation per employee per pay
18 period

19 117. Labor Code Section 2699.3 provides that "The aggrieved employee or
20 representative

21 118. shall give written notice by certified mail to the Labor and Workforce
22 Development Agency and the employer of the specific provisions of this code alleged
23 to have been violated, including the facts and theories to support the alleged violation."

24 119. Plaintiff Mario Sarabia complied with Labor Code Section 2699.3.
25 Written notice was served on Defendant RICOH USA, INC., in accordance with the
26 provision of Section 2699.3 on August 16, 2019. More than 65 days have since passed
27 from the postmark date of the notice provided to Defendants. Attached to this
28 complaint as **Exhibit "B"**, is a copy of the PAGA letter and proof of mailing to
Defendant. To date, the California Labor and Workforce Development Agency has not

1 provided Plaintiff Sarabia with a notice of intent to investigate these violations.
2 Moreover, Defendants have failed to provide Plaintiff with notice that they have cured
3 the violations, will cure the violations now, or will cure the violations in the future.
4 Consequently, pursuant to Labor Code Section 2699.3(a)(2)(A), Plaintiff may proceed
5 and file a complaint and pursuant to Labor Code Section 2699.3(a)(2)(C), to amend this
6 complaint for penalties pursuant to Labor Code section 2699.

7 8 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

9 120. Prior to initiating this lawsuit, Plaintiff Mario Sarabia complied with
10 the requirement to make a claim and complaint against each named
11 Defendant with the California Department of Fair Employment and
12 Housing (“DFEH”) pursuant to section 19200, *et seq*, of the California
13 Government Code, alleging the claims described in this complaint. The
14 DFEH issued a “right to sue” letter for Plaintiff Sarabia on November 4,
15 2019. A true and correct copy of the administrative complaints and
16 “right to sue letters” are attached hereto as **Exhibit “A”**. The action is
17 filed within one year of the date that the DFEH issued its right to sue
18 letters.
19

20 21 **REQUEST FOR JURY TRIAL**

22 Plaintiff hereby requests a trial by jury for all issues so triable.
23

24 **PRAYER FOR RELIEF**

25 Plaintiff requests:

- 26 1. For general and special compensatory damages, according to proof;
27 2. For statutory damages;
28 3. For payments pursuant to *California Labor Code* § 226.7;

4. For payments pursuant to *California Code of Civil Procedure* § 338;
5. For reasonable attorney's fees and for costs of suit incurred herein pursuant to *Labor Code* §§ 218.5, 226(e);
6. For pre-judgment interest on any unpaid wages from the date such amounts were due pursuant to *California Labor Code* § 218.6; 1194, 1197 and any other applicable statute.
7. For civil penalties pursuant to *Labor Code* § 558;
8. For the disgorgement of any and all “unpaid wages” and incidental losses, according to proof;
9. For restitution of "unpaid wages" and pre-judgment interest from the day such amounts were due and payable;
10. For reasonable attorney's fees pursuant to *Code of Civil Procedure* § 1021.5;
11. For exemplary and punitive damages;
12. For to injunctive relief including reinstatement, reimbursement of lost wages/benefits;
13. For penalties under Labor Code sections 2698 to 2699 and 2699.5;
14. For such other and further relief as the court deems just and proper.

DATED: June 3, 2021

LAW OFFICES OF FARRAH MIRABEL

BY: /s/ Farrah Mirabel, Esq.
Farrah Mirabel, Esq.
ATTORNEY FOR PLAINTIFF