

1 Narak Mirzaie, Esq. (SBN #311508)
2 M LAW ATTORNEYS, APC
3 680 East Colorado Blvd. Suite 180
4 Pasadena, CA 91101
5 Tel: (626)626-4422
6 Fax: (626)626-4420

7 Attorneys for Plaintiff,
8 LOUCRETIA VELASCO

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11
12 **FOR THE COUNTY OF LOS ANGELES**
13

14 LOUCRETIA VELASCO an individual;

15 Plaintiff,

16 vs.

17 FIRST MOTOR GROUP OF LOS ANGELES
18 LLC., a California Limited Liability
19 Company; Trophy Automotive Dealer Group
20 LLC, a California Limited Liability Company,
21 and DOES 1 through 100, inclusive;

22 Defendants.
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CASE NO.

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

Demand for Jury Trial

1. **FAILURE TO PROVIDE MEAL &
REST BREAKS**
2. **FAILURE TO PAY OVERTIME**
3. **FAILURE TO PAY EARNED
WAGES UPON DISCHARGE**
4. **FAILURE TO FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS**
5. **VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT OF
2004, CALIFORNIA LABOR CODE
§§ 2698 ET SEQ.**
6. **WRONGFUL TERMINATION IN
VIOLATION OF LABOR CODE
98.6**
7. **WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY**

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3 **PARTIES**

4 1. Plaintiff Loucretia Velasco (hereinafter "Plaintiff") is an individual, who resides in County
5 of Los Angeles.

6 2. Defendant First Motor Group of Los Angeles LLC (hereinafter "Defendant First Motor
7 Group of Los Angeles LLC") is California limited liability company, located in city of Los Angeles,
8 County of Los Angeles, State of California. Defendant is and/or at all times mentioned in this First
9 Amended Complaint was a California business and the owner and operator of an industry, business
10 and/or facility licensed to do business and actually doing business in the State of California.

11 3. Defendant Trophy Automotive Dealer Group LLC (hereinafter "Defendant Trophy
12 Automotive Dealer Group LLC") is a California limited liability company, located in the city of Los
13 Angeles, County of Los Angeles, State of California.

14 4. Defendant First Motor Group of Los Angeles LLC and Defendant Trophy Automotive
15 Dealer Group LLC are collectively referred herein as "Defendants."

16 **JURISDICTION AND VENUE**

17 5. Plaintiff re-allege each paragraph of this First Amended Complaint as though fully set forth
18 herein.

19 6. Events that are the subject of this action occurred on or near 1945 S. Figueroa St. Los
20 Angeles, CA 90007.

21 **DOE DEFENDANT**

22 7. Plaintiff re-allege each paragraph of this First Amended Complaint as though fully set forth
23 herein.

24 8. Defendant Does 1 through 100, inclusive, were always relevant herein employees, or agents
25 of the other Defendants. Plaintiff is ignorant of the true names and capacities of defendants sued
26 herein as Does 1 through 100, inclusive, and therefore sue these defendants by such fictitious names.
27 Plaintiff will pray leave of court to amend this complaint to allege their true names and capacities
28 when ascertained.

1 9. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants herein
2 was, at all times relevant to this action, the agent, employee, representing partner or joint venturer
3 of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff
4 is further informed and believe, and thereon alleges, that each of the defendants herein gave consent
5 to, or ratified and authorized the acts alleged herein to each of the remaining defendants.

6 10. Plaintiff is informed, believes, and thereon alleges that every Defendant designated herein,
7 including all DOE Defendants, were negligently, wrongfully, carelessly, unlawfully, tortuously, or
8 in some other actionable manner, responsible for the events and happenings herein referred to, and
9 that their negligent and/or otherwise tortious and wrongful acts and/or omissions proximately
10 caused, or were a substantial factor in causing, the injuries and damages to Plaintiff as are herein
11 alleged, and that each Defendant and/or his, her, or its respective officers, directors, partners,
12 managing directors, and/or shareholders ratified the wrongful acts and omissions of each other
13 Defendant.

14 11. Plaintiff is informed, believes, and thereon alleges that at all relevant times herein, every
15 Defendant designated, including all DOE Defendants, was an agent, employee, joint venturer,
16 partner, alter ego, conspirator, and/or legal representative of the remaining Defendants, and at all
17 times mentioned herein, every Defendant designated herein, including all DOE Defendants, was
18 acting within the time, authority, course, and scope of said agency, employment, joint venture,
19 partnership, and/or conspiracy, and to further the objectives of the same, or as an alter ego and with
20 the full knowledge, approval, ratification, permission, and consent of the other co-Defendants, and
21 each of them, including the officers, directors, and managing agents of Defendants.

22 INTRODUCTION

23 12. Plaintiff brings this action against Defendants seeking to recover *PAGA civil penalties* for
24 herself, and on behalf of all current and former aggrieved employees that worked for Defendants.
25 Penalties sought for the underlying violations are for the following statutory violations: (i) failure
26 to provide mandated timely rest and break periods; (i) failure to provide meal breaks; (ii) failure to
27 provide rest breaks; (iii) failure to issue accurate itemized and proper wage statements to employees;
28 (iv) failure to pay waiting time penalties; (v) failure to provide minimum and overtime wages; (vi)
29 failure to reimburse all business expenses, amongst other violations of the California Labor Code,

1 Wage Orders and Private Attorneys General Act of 2004, §§ 2698 *et seq.* (“PAGA”). As a result of
2 Defendant’s policies, Plaintiff seeks to recover civil penalties payable to the State of California on
3 behalf of the California Labor and Workforce Development Agency (“LWDA”) acting as a private
4 attorney general.

5
6 13. In doing all the various things described in this First Amended Complaint, Defendants’
7 conduct violated the California Labor Codes, including but not necessarily limited to §§ 201,202,
8 203, 204, 210, 216, 222, 222.5, 223, 226, 226.3, 226.4, 226.6, 226.7, 256, 432.5, 510, 512, 558,
9 558.1, 1174, 1194, 1197, 2802, 2699, and all applicable Wage Orders as well as interpretations of
10 these laws by California courts and administrative bodies.

11 14. These actions led to a culture of employees not being paid minimum and overtime wages,
12 and provided with proper meal and rest breaks, paystubs in violation of California Labor Code, and
13 reimbursement of business expenses. The Defendants’ time records, paystubs and policies will
14 confirm these violations, including other numerous violations of various laws including but not
15 necessarily limited to PAGA, the aforementioned California Labor Code sections, as well as other
16 laws, decisions, orders, and/or rulings that are enforceable through PAGA.

17 15. For over 50 years, California’s courts and legislature have recognized that this State’s wage-
18 and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not
19 ordinary debts. Because of the economic position of the average worker and his or her family, it is
20 essential to the public welfare that employers obey the wage-and-hour laws so that employees are
21 promptly paid the minimum wages that the Legislature has required for employees. So fundamental
22 are California’s wage-and-hour laws that the Legislature has criminalized certain types of violations.
23 In extending extra protection to deter violations of these underlying statutes-since Plaintiff is not
24 seeking general and/or special damages, restitution or other damages other than civil penalties as
25 permitted by the PAGA-California has enacted the PAGA to permit an individual to bring an action
26 on behalf of herself and on behalf of others for PAGA penalties only, which is the precise and sole
27 nature of this action.

28
29 16. All of Defendants’ California employees during the relevant statutes of limitations who are

1 or were harmed by Defendants' illegal practices are "Aggrieved Employees."

2 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 17. Plaintiff re-allege each paragraph of this First Amended Complaint as though fully set forth
4 herein.

5 18. Plaintiff Velasco was employed by Kia of Downtown Los Angeles as a warranty
6 administrator from December of 2019 until September of 2020. It's believed that Kia of Downtown
7 LA operates under First Motor Group of Los Angeles LLC and Trophy Automotive Dealer Group
8 LLC.

9 19. While employed with Defendants, Plaintiff Velasco and other Aggrieved Employees did not
10 receive full compensation for all hours worked, including, but not limited to, compensation at the
11 appropriate minimum wage and appropriate regular rate of pay, which resulted in Plaintiff and other
12 Aggrieved Employees not receiving proper minimum and overtime wages.

13 20. There were numerous instances where Plaintiff Velasco worked over eight (8) hours or forty
14 (40) hours but was not compensated for the overtime hours.

15 21. Some of these hours are reflected on the Plaintiff's paystubs where Plaintiff worked over
16 eight (8) hours or forty (40) hours and was paid at a straight rate.

17 22. There were many days where Plaintiff was paid for less hours than actually worked. These
18 hours were mainly hours that would have qualified at the overtime rate.

19 23. Defendants would require employees to clock in and clock out. However, Plaintiff Velasco
20 would notice that an employee/agent/manager of Defendants would go into the system and
21 change/lower the actual hours worked to avoid paying overtime hours.

22 24. Therefore, Plaintiff Velasco is owed for minimum wages and overtime hours worked and
23 was not compensated for, including, but not limited to all compensation owed at the appropriate
24 minimum wage and regular rate of pay for purposes of overtime. Furthermore, this practice was
25 common across the board with other employees as well.

26 25. In addition to Defendants failure to pay minimum wages and overtime, Defendants failed to
27 properly provide meal or rest breaks to Plaintiff and other Aggrieved Employees.
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1 26. First, as to rest breaks, Plaintiff and other Aggrieved Employees did not receive rest breaks
2 on daily basis. Defendants failed to properly provide its employees with rest breaks every four (4)
3 hours. As to meal breaks, Plaintiff could not take a full thirty (30) minute meal break, or she would
4 receive her meal break after the fifth hour mark.

5 27. There were many days where Plaintiff Velasco would work more than ten (10) hours and
6 would not receive a second meal break. The practice of failing to provide meal or rest breaks was
7 also common across all of Defendants' employees and other Aggrieved Employees.

8 28. There were many days where Plaintiff Velasco would work more than ten (10) hours and
9 would not receive a second meal break. The practice of failing to provide meal or rest breaks was
10 also common across all of Defendants' employees and other Aggrieved Employees.

11 29. Plaintiff and other Aggrieved Employees were also not provided reimbursements for all
12 necessary business expenses.

13 30. Plaintiff and other Aggrieved Employees were not provided with accurate itemized wage
14 statements and Defendants failed to maintain such accurate itemized wage statements.

15 31. Plaintiff and other Aggrieved Employees were not paid all wages in full and on a timely
16 basis, including, but not limited to after termination or separation from employment with
17 Defendants.

18 32. As a result, Plaintiff and other Aggrieved Employees are entitled to penalties for Defendants'
19 violations of PAGA and all applicable Wage Orders as well as interpretations of these laws by
20 California courts and administrative bodies.

21 33. Plaintiff Velasco made multiple complaints regarding Defendants failure to properly pay
22 compensation, including overtime & her commissions. Plaintiff regularly made these complaints to
23 Defendants Directors and human resources; however, no action was taken by Defendants. Plaintiff
24 had no choice but to terminate her employment.

25 **EXHAUSTING ADMINISTRATIVE REMEDIES AND HAS MET ITS FILING**
26 **REQUIREMENT UNDER THE PRIVATE ATTORNEY GENERAL'S ACT BY**
27 **TIMELY NOTICING THE LWDA**

28 34. Plaintiff gave timely written notice by certified mail to Defendants of the violations of
29 various provisions of the California Labor Code as alleged in this First Amended Complaint and

1 filed notice of the violations online with the Labor and Workforce Development Agency
2 (“LWDA”). The letter is attached herein as **Exhibit A**. Plaintiff submitted an amended notice to the
3 LWDA that related back to Plaintiff’s original notice.

4 35. The LWDA did not provide notice of its intention to investigate Defendants’ violations after
5 expiration of the 65-day waiting time period, or at any time. Defendants also failed to cure within
6 the time allotted by the PAGA statutes and 2810.3. Consequently, Plaintiff’s right to file the instant
7 lawsuit has duly accrued.

8
9 36. Plaintiff has exhausted all administrative remedies.

10 **I. FIRST CAUSE OF ACTION**
11 **(FAILURE TO PROVIDE MEAL & REST BREAKS AGAINST DEFENDANTS and Does**
12 **1 Through 100)**

13 37. Plaintiff re-allege each paragraph of this First Amended Complaint as though fully set
14 forth herein.

15 38. California Labor Code 512 states, “An employer may not employ an employee for a work
16 period of more than five hours per day without providing the employee with a meal period of not
17 less than 30 minutes, except that if the total work period per day of the employee is no more than
18 six hours, the meal period may be waived by mutual consent of both the employer and employee.
19 An employer may not employ an employee for a work period of more than 10 hours per day
20 without providing the employee with a second meal period of not less than 30 minutes, except that
21 if the total hours worked is no more than 12 hours, the second meal period may be waived by
22 mutual consent of the employer and the employee only if the first meal period was not waived.”

23 39. Furthermore, under California Wage Order Plaintiff was entitled to a 10-minute rest break
24 every four (4) hours.

25 40. First, as to rest breaks, Plaintiff did not receive rest breaks on daily basis. Defendant failed
26 to properly provide its employees with rest breaks every four (4) hours. As to meal breaks, Plaintiff
27 could not take a full thirty (30) minute meal break, or she would receive her meal break after the
28 fifth hour mark.

1 41. There were many days where Plaintiff Velasco would work more than ten (10) hours and
2 would not receive a second meal break. The practice of failing to provide meal or rest breaks was
3 also common across all of Defendants' employees.

4 42. There were many days where Plaintiff Velasco would work more than ten (10) hours and
5 would not receive a second meal break. The practice of failing to provide meal or rest breaks was
6 also common across all of Defendants' employees.

7 43. Code § 226.7 by failing to pay Plaintiff one hour of pay at Plaintiff's regular rate of pay for
8 each day rest periods were not provided. Plaintiff has suffered damages, to be established at trial
9 according to proof. This amount is owed and unpaid.

10 44. Pursuant to Labor Code § 218.5, Plaintiff requests an award of reasonable costs, including
11 attorneys' fees, in enforcing the rights granted by this Labor Code section.

12 45. Plaintiff's recoverable damages are "certain or capable of being made certain by
13 calculation," and therefore, pursuant to Civil Code § 3287(a), Plaintiff is entitled as a matter of
14 law to prejudgment interest from the date the right to recover vested.

15 **II. SECOND CAUSE OF ACTION**

16 **(FAILURE TO PAY OVERTIME AGAINST DEFENDANTS and Does 1 through 100)**

17 46. Plaintiff re-allege each paragraph of this First Amended Complaint as though fully set
18 forth herein.

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

1 rate of pay of an employee.”

2 48. While employed with Defendants Plaintiff Velasco did not receive compensation for
3 multiple overtime hours worked. There were numerous instances where Plaintiff Velasco worked
4 over eight (8) hours or forty (40) hours but was not compensated for the overtime hours.

5 49. Some of these hours are reflected on the Plaintiff’s paystubs where Plaintiff worked over
6 eight (8) hours or forty (40) hours and was paid at a straight rate.

7 50. There were many days where Plaintiff was paid for less hours than actually worked. These
8 hours were mainly hours that would have qualified at the overtime rate.

9 51. Defendants would require employees to clock in and clock out. However, Plaintiff Velasco
10 would notice that an employee/agent/manager of Defendants would go into the system and
11 change/lower the actual hours worked to avoid paying overtime hours.

12 52. Therefore, Plaintiff Velasco is owed for overtime hours worked and was not compensated
13 for. Furthermore, this practice was common across the board with other employees as well.

14 53. As a proximate cause of Defendants’ failure to pay Plaintiff overtime, Plaintiff will be
15 entitled to wages at the proper overtime rate, interest on the unpaid overtime, and attorney fees.

17 **III. THIRD CAUSE OF ACTION**

18 **(FAILURE TO PROVIDE EARNED WAGES UPON TERMINATION AGAINST** 19 **DEFENDANTS and Does 1 through 100)**

20 54. Plaintiff re-allege each paragraph of this First Amended Complaint as though fully set
21 forth herein.

22 55. Labor Code 201 states, “If an employer discharges an employee, the wages earned and
23 unpaid at the time of discharge are due and payable immediately. An employer who lays off a
24 group of employee shall be deemed to have made immediate payment when the wages of said
25 employees are paid within a reasonable time as necessary for computation and payment thereof;
26 provided, however, that the reasonable time shall not exceed 72 hours, and further provided that
27 payment shall be made by mail to any employee who so requests and designates a mailing address
28
29

1 therefor.”

2 56. Labor Code Section 203 addresses the waiting time period penalties, “If an employer
3 willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3,
4 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the
5 wages of the employee shall continue as a penalty from the due date thereof at the same rate until
6 paid or until an action therefor is commenced; but the wages shall not continue for more than 30
7 days.”

8 57. Plaintiff has yet been compensated for overtime wages and therefore Plaintiff will be
9 entitled to penalties under labor code 203.

10 **IV. FOURTH CAUSE OF ACTION**

11 **(FAILURE TO PROVIDE PROPER & ACCURATE WAGE STATEMENTS IN**
12 **VIOLATION OF LABOR CODE 226 AGAINST DEFENDANTS, and DOES 1 through**
13 **100)**

14 58. Plaintiff re-allege each paragraph of this First Amended Complaint as though fully set
15 forth herein.

16 59. Labor Code 226(e) states;

17 “(a) Every employer shall, semimonthly or at the
18 time of each payment of wages, furnish each of his or
19 her employees, either as a detachable part of the check,
20 draft, or voucher paying the employee's wages, or
21 separately when wages are paid by personal check or
22 cash, an accurate itemized statement in writing
23 showing (1) gross wages earned, (2) total hours
24 worked by the employee, except for any employee
25 whose compensation is solely based on a salary and
26 who is exempt from payment of overtime under
27 subdivision (a) of Section 515 or any applicable order
28 of the Industrial Welfare Commission, (3) the number
29 of piece-rate units earned and any applicable piece rate

1 if the employee is paid on a piece-rate basis, (4) all
2 deductions, provided that all deductions made on
3 written orders of the employee may be aggregated and
4 shown as one item, (5) net wages earned, (6) the
5 inclusive dates of the period for which the employee is
6 paid, (7) the name of the employee and the last four
7 digits of his or her social security number or an
8 employee identification number other than a social
9 security number, (8) the name and address of the legal
10 entity that is the employer and, if the employer is a
11 farm labor contractor, as defined in subdivision (b) of
12 Section 1682, the name and address of the legal entity
13 that secured the services of the employer..
14

15 60. Defendants provided Plaintiff and all its employees with paystubs that did not state
16 Defendants' address which was a violation of labor code 226(a)(8).

17 61. Furthermore, Plaintiff was a nonexempt employee who was provided paystubs which did
18 not state the correct number of overtime hours worked, correct rates, meal and rest breaks
19 premiums missed, and the actual premium wages owed to the Plaintiff.

20 62. As a result of the Defendant's failure to provide accurate wages stubs Plaintiff is entitled to
21 penalties, and attorney's fees under labor code 226(e).

22 **V. FIFTH CAUSE OF ACTION**
23 **(VIOLATION OF PRIVATE ATTORNEYS GENERALS ACT (PAGA) AGAINST**
24 **DEFENDANTS and Does 1 through 100)**

25 63. Plaintiff re-allege each paragraph of this First Amended Complaint as though fully set
26 forth herein.

27 64. Plaintiff is an "Aggrieved Employee" under PAGA, as she was employed by Defendants
28 during the applicable statutory limitations period and suffered one or more of the Labor Code
29 violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other

1 current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable
2 attorney's fees and costs.

3 65. Plaintiff seeks to recover the PAGA civil penalties through a representative action
4 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969
5 (2009). Therefore, class certification of the PAGA claims is not required.

6 66. Therefore, under the provisions of PAGA, and its provisions and statutes, including, but
7 not limited to Labor Codes 201, 202, 203, 204, 210, 216, 222, 222.5, 223, 226, 226.3, 226.4,
8 226.6, 226.7, 256, 432.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 2802, 2699, and their
9 subsections, and all applicable Wage Orders as well as all interpretations of these laws by
10 California Courts and administrative bodies, as well as any other law that is enforceable through
11 PAGA, Defendants are liable for the following penalties:

12 (i) All statutorily specified penalties recoverable under PAGA as enumerated in the relevant
13 California Labor Code provisions listed herein only if permitted by the PAGA statute; and

14
15 (ii) Default PAGA penalties for any violation of the enumerated list of Labor Code violations
16 without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor
17 Code Section 2699(f).

18
19 67. The proper measure of penalties under PAGA is the number of violations, whether those
20 violations were committed as against Plaintiff or any Aggrieved Employee, whether a party to this
21 action or not. Further, as a PAGA action, this claim need not be certified as a class action to
22 proceed with a company-wide recovery. *See Arias v. Superior Court*, 46 Cal.4th 969, 970-75
23 (2009).

24 68. Pursuant to Labor Code § 2699(g), and/or any and all other applicable laws, Plaintiff is
25 entitled to recover civil penalties, costs, and attorneys' fees.

26 **VI. SIXTH CAUSE OF ACTION**

27 **(WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE 98.6 AGAINST**

DEFENDANTS and Does 1 through 100)

69. Plaintiff re-allege each paragraph of this First Amended Complaint as though fully set forth herein.

70. *Labor Code* § 98.6 provides, in pertinent part, as follows: (a) No person shall discharge an employee or in any manner discriminate against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter...

71. In doing the things herein alleged, Defendants violated *Labor Code* § 98.6 in that Defendants retaliated against and terminated Plaintiff for making complaints about Labor and Government Code violations as set forth herein, including without limitation not being properly paid, and discrimination which was taking place.

72. Plaintiff Velasco made multiple complaints regarding Defendants failure to properly pay overtime & her commissions. Plaintiff regularly made these complaints to Defendants' Directors and human resources; however, no action was taken by Defendants. Plaintiff had no choice but to terminate her employment.

73. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered/continue to suffer and incurred/continues to incur substantial loss of earnings, employment benefits and reduced future earning capacity in an amount according to proof at the time of trial. Plaintiff claims such amount as damages together with prejudgment interest pursuant to applicable law.

74. Further Plaintiff has suffered additional expenses in her efforts to regain employment, all to her damage in an amount according to proof at the time of trial.

75. Plaintiff has and is suffering from Embarrassment, humiliation, emotional distress, mental anguish and severe shock to her nervous system, and thereby sustained serious injuries to her physical and mental health, strength and activity, causing her extreme physical and emotional pain, all to her general damage in such amount as may be proven at time of trial. Further, Plaintiff is and will suffer medical expenses, the exact nature and extent of which are unknown to Plaintiff at this time. Additional future medical expenses all to further Plaintiff's damages in an amount to be proven in trial.

VII. SEVENT CAUSE OF ACTION
(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY AGAINST
DEFENDANTS and Does 1 through 100)

76. Plaintiff re-allege each paragraph of this First Amended Complaint as though fully set forth herein.

77. Plaintiff alleges that the terms and conditions of her employment and the Termination was in violation of the public policy of the State of California, embodied in the California Government Code, Industrial Wage Orders, and the California Labor Code.

78. Defendant wrongfully terminated Plaintiff in violation of the public policy of California, as embodied by, inter alia, the California Labor Code § 98.6. Accordingly, Plaintiff alleges that her termination was in contravention of the substantial public policy embodied in codes, statutes and regulations such as California Labor Code, § 98.6.

79. It is the law and public policy of the State of California that no employer may terminate or otherwise discriminate against employees in retaliation for the employees asserting their legal rights (*Labor Code* § 98.6(a); *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563, 568; *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167; *Colarossi v. Coty US Inc.* (2002) 97 Cal.App.4th 1142, 1153-1154; *Gantt v. Sentry Insurance* (1992) 1 Cal.4th 1083, 1086-1087; *Deschene v. Pinole Point Steel Co.* (1999) 76 Cal.App.4th 33, 41-43), including Plaintiff's Complaints about Labor Code violations as alleged herein. (*Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1147; *Grant-Burton v. Covenant Care, Inc.* (2002) 99 Cal.App.4th 1361(wrongful termination due to communication about wage issues); *Hentzel v. Singer* (1982) 138 Cal.App.3d 290, 296 ("California has long maintained a policy of protecting the right of employees to voice their dissatisfaction with working conditions;" *Phillips v. Gemini Moving Specialists* (1998) 63 Cal.App.4th 563 (Labor Code § § 201, 202, 216, 221, 222, 223, 224, 226, 226.8, 1175, 1199 form the basis of a violation of public policy based on wage complaints).

80. Defendants and/or DOES 1 through 100 were motivated to terminate Plaintiff's employment on grounds that violate California public policies and laws as set forth in

1 the *LaborCode*, statute, Government Codes and the common law, and as referenced above.

2 81. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered/continue to
3 suffer and incurred/continues to incur substantial loss of earnings, employment benefits and
4 reduced future earning capacity in an amount according to proof at the time of trial. Plaintiff
5 claims such amount as damages together with prejudgment interest pursuant to applicable law.
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7 82. Further Plaintiff has suffered additional expenses in her efforts to regain employment, all
8 to her damage in an amount according to proof at the time of trial.

9 83. Plaintiff has and is suffering from Embarrassment, humiliation, emotional distress, mental
10 anguish and severe shock to her nervous system, and thereby sustained serious injuries to her
11 physical and mental health, strength and activity, causing her extreme physical and emotional
12 pain, all to her general damage in such amount as may be proven at time of trial. Further, Plaintiff
13 is and will suffer medical expenses, the exact nature and extent of which are unknown to Plaintiff
14 at this time. Additional future medical expenses all to further Plaintiff's damages in an amount to
15 be proven in trial.
16

17 **VIII. PRAYER FOR RELIEF**

18 WHEREFORE plaintiff prays judgment as follows:

- 19 1. For interest, thereon at the legal rate;
- 20 2. Penalties under applicable labor code sections;
- 21 3. For general damages, according to proof on each cause of action for which such damages
22 are available;
- 23 4. For special damages, according to proof on each cause of action for which such damages
24 are available;
- 25 5. For prejudgment and post-judgment interest according to law;
- 26 6. For costs of suit incurred in this action, with interest;
- 27 7. For costs and reasonable attorney's fees as provided by law;
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- 1 8. For punitive and exemplary damages; and
2 9. For such other and further relief that the court shall deem just and proper.
3 10. An award of civil penalties for and on behalf of herself and all similarly situated aggrieved
4 employees pursuant to PAGA only;
5 11. Pre-judgment and post-judgment interest to the extent permitted by the PAGA;
6 12. Injunctive and Declaratory to the extent allowed by PAGA; and
7 13. Such other and further relief that the Court deems proper and as permitted by the PAGA.
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10 **IX. DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands trial by jury.
12

13 RESPECTFULLY SUBMITTED,
14 M Law Attorneys, APC
15

16 Dated: 05/10/2021

17 By: _____
18 NARAK MIRZAIE, ESQ.
19 Attorneys for Plaintiff,
20 LOUCRETIA VELASCO
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