

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Maureen Duffy-Lewis

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

13 LOUCRETIA VOLASCO an individual;

14 Plaintiff,

15 vs.

16 FIRST MOTOR GROUP OF LOS ANGELES
17 LLC., a California Corporation; and DOES 1
18 through 100, inclusive;

19 Defendants.

CASE NO. **21STCV06082**

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**

1

2

3 **PARTIES**

4 1. Plaintiff Loucretia VOlasco (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") is California
7 Corporation., located in city of Los Angeles, County of Los Angeles, State of California. Defendant
8 Forrest is and/or at all times mentioned in this Complaint was a California Corporation and the
9 owner and operator of an industry, business and/or facility licensed to do business and actually doing
10 business in the State of California.

11 **JURISDICTION AND VENUE**

12 3. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

13 4. Events that are the subject of this action occurred on or near 1945 S. Figueroa St. Los
14 Angeles, CA 90007.

15 **DOE DEFENDANT**

16 5. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

17 6. Defendant Does 1 through 100, inclusive, were always relevant herein employees, or agents
18 of the other Defendants. Plaintiff is ignorant of the true names and capacities of defendants sued
19 herein as Does 1 through 100, inclusive, and therefore sue these defendants by such fictitious names.
20 Plaintiff will pray leave of court to amend this complaint to allege their true names and capacities
21 when ascertained.

22 7. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants herein
23 was, at all times relevant to this action, the agent, employee, representing partner or joint venturer
24 of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff
25 is further informed and believe, and thereon alleges, that each of the defendants herein gave consent
26 to, or ratified and authorized the acts alleged herein to each of the remaining defendants.

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

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

17 INTRODUCTION

18 10. Plaintiff brings this action against Defendant seeking to recover *PAGA civil penalties* for
19 himself, and on behalf of all current and former aggrieved employees that worked for Defendants.
20 Penalties sought for the underlying violations are for the following statutory violations: (i) failure
21 to provide mandated timely rest and break periods; (i) failure to provide meal breaks; (ii) failure to
22 provide rest breaks; (iii) failure to issue accurate itemized and proper wage statements to employees;
23 (iv) failure to pay waiting time penalties (v) failure to provide overtime wages; amongst other
24 violations of the California Labor Code, Wage Orders and Private Attorneys General Act of 2004,
25 §§ 2698 *et seq.* (“PAGA”). As a result of Defendant’s policies, Plaintiff seeks to recover civil
26 penalties payable to the State of California on behalf of the California Labor and Workforce
27 Development Agency (“LWDA”) acting as a private attorney general.

28 11. In doing all the various things described in this complaint, Defendant’s conduct violated the
29

1 California Labor Codes, including but not necessarily limited to §§ 201,202, 203, 210, 216, 226,
2 226.3, 226.6, 226.7, 256, 432.5, 510, 512, 558.1, 2699, and all applicable Wage Orders as well as
3 interpretations of these laws by California courts and administrative bodies.

4 12. These actions led to a culture of employees not being paid overtime, and provided with
5 proper meal and rest breaks, or paystubs in violation of California Labor Code. The Defendant's
6 time records, paystubs and policies will confirm these violations, including other numerous
7 violations of various laws including but not necessarily limited to PAGA, the aforementioned
8 California Labor Code sections, as well as other laws, decisions, orders, and/or rulings that are
9 enforceable through PAGA.

10
11 13. For over 50 years, California's courts and legislature have recognized that this State's wage-
12 and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not
13 ordinary debts. Because of the economic position of the average worker and his or her family, it is
14 essential to the public welfare that employers obey the wage-and-hour laws so that employees are
15 promptly paid the minimum wages that the Legislature has required for employees. So fundamental
16 are California's wage-and-hour laws that the Legislature has criminalized certain types of violations.
17 In extending extra protection to deter violations of these underlying statutes-since Plaintiff is not
18 seeking general and/or special damages, restitution or other damages other than civil penalties as
19 permitted by the PAGA-California has enacted the PAGA to permit an individual to bring an action
20 on behalf of herself and on behalf of others for PAGA penalties only, which is the precise and sole
21 nature of this action.

22 14. All of Defendant's California employees during the relevant statutes of limitations who are
23 or were harmed by Defendant's illegal practices are "Aggrieved Employees."

24
25 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

26 15. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.
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1 16. Plaintiff Velasco was employed by Kia of Downtown Los Angeles as a warranty
2 administrator from December of 2019 until September of 2020. It's believed that Kia of Downtown
3 LA operates under First Motor Group of Los Angeles, LLC and Trophy Automotive Dealer Group
4 LLC.

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

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

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

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

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

17 22. In addition to Defendants failure to pay overtime, Defendants failed to properly provide meal
18 or rest breaks to its employees.

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

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

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

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

5 **EXHAUSTING ADMINSTRATIVE REMEDIESAND HAS MET ITS FILING**
6 **REQUIRNMET UNDER THE PRIVATE ATTORNEY GENERAL’S ACT BY**
7 **TIMELY NOTICING THE LWDA**

8 27. Plaintiff gave timely written notice by certified mail to Defendants of the violations of
9 various provisions of the California Labor Code as alleged in this complaint and filed notice of the
10 violations online with the Labor and Workforce Development Agency (“LWDA”). The letter is
11 attached herein as **Exhibit A**.

12 28. The LWDA did not provide notice of its intention to investigate Defendant’s violations after
13 expiration of the 65-day waiting time period, or at any time. Defendants also failed to cure within
14 the time allotted by the PAGA statutes and 2810.3. Consequently, Plaintiffs right to file the instant
15 lawsuit then duly accrued.

16
17 29. Plaintiff has exhausted all administrative remedies.

18 **I. FIRST CAUSE OF ACTION**
19 **(FAILURE TO PROVIDE MEAL & REST BREAKS AGAINST DEFENDANTS and Does**
20 **1 Through 100)**

21 30. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

22 31. California Labor Code 512 states, “An employer may not employ an employee for a work
23 period of more than five hours per day without providing the employee with a meal period of not
24 less than 30 minutes, except that if the total work period per day of the employee is no more than
25 six hours, the meal period may be waived by mutual consent of both the employer and employee.
26 An employer may not employ an employee for a work period of more than 10 hours per day
27 without providing the employee with a second meal period of not less than 30 minutes, except that
28 if the total hours worked is no more than 12 hours, the second meal period may be waived by
29 mutual consent of the employer and the employee only if the first meal period was not waived.”

1 32. Furthermore, under California Wage Order Plaintiff was entitled to a 10-minute rest break
2 every four (4) hours.

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

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

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

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

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

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

21 **II. SECOND CAUSE OF ACTION**

22 **(FAILURE TO PAY OVERTIME and Does 1 through 100)**

23 39. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

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

1 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular
2 rate of pay of an employee.”

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

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

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

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

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

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

17 18 **III. THIRD CAUSE OF ACTION**

19 **(FAILURE TO PROVIDE EARNED WAGES UPON TERMINATION and Does 1 through** 20 **100)**

21 47. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

22 48. 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 49. 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 50. 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 DEFENDANT, and DOES 1 through 100)

13 51. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

14 52. Labor Code 226(e) states;

15 “(a) Every employer shall, semimonthly or at the
16 time of each payment of wages, furnish each of his or
17 her employees, either as a detachable part of the check,
18 draft, or voucher paying the employee's wages, or
19 separately when wages are paid by personal check or
20 cash, an accurate itemized statement in writing
21 showing (1) gross wages earned, (2) total hours
22 worked by the employee, except for any employee
23 whose compensation is solely based on a salary and
24 who is exempt from payment of overtime under
25 subdivision (a) of Section 515 or any applicable order
26 of the Industrial Welfare Commission, (3) the number
27 of piece-rate units earned and any applicable piece rate
28 if the employee is paid on a piece-rate basis, (4) all
29 deductions, provided that all deductions made on

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

13 53. Defendant provided Plaintiff and all its employees with paystubs that did not state
14 Defendant's address which was a violation of labor code 226(a)(8).

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

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

20 **V. FIFTH CAUSE OF ACTION**

21 **(VIOLATION OF PRIVATE ATTORNEYS GENERALS ACT (PAGA) AGAINST** 22 **DEFENDANT and Does 1 through 100)**

23 56. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

24 57. Plaintiff is an "Aggrieved Employee" under PAGA, as she was employed by Defendants
25 during the applicable statutory limitations period and suffered one or more of the Labor Code
26 violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other
27 current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable
28 attorney's fees and costs.
29

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

4 59. Therefore, under the provisions of PAGA and Labor Codes 201,202, 203, 210, 216, 226,
5 226.3, 226.6, 226.7, 256, 432.5, 510, 512, 558.1, 2699 and all applicable Wage Orders as well as
6 all interpretations of these laws by California Courts and administrative bodies, as well as any
7 other law that is enforceable through PAGA, Defendants are liable for the following penalties:

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

10
11 (ii) Default PAGA penalties for any violation of the enumerated list of Labor Code violations
12 without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor
13 Code Section 2699(f).

14
15 60. The proper measure of penalties under PAGA is the number of violations, whether those
16 violations were committed as against Plaintiff or any Aggrieved Employee, whether a party to this
17 action or not. Further, as a PAGA action, this claim need not be certified as a class action to
18 proceed with a company-wide recovery. *See Arias v. Superior Court*, 46 Cal.4th 969, 970-75
19 (2009).

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

22 VI. SIXTH CAUSE OF ACTION

23 (WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE 98.6 AGAINST 24 DEFENDANT and Does 1 through 100)

25 62. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

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

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

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

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

13
14 67. Further Plaintiff has suffered additional expenses in his efforts to regain employment, all to
15 his damage in an amount according to proof at the time of trial.

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

23
24 **VII. SEVENT CAUSE OF ACTION**
25 **(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY AGAINST**
26 **DEFENDANT and Does 1 through 100)**

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

28 70. Plaintiff alleges that the terms and conditions of his employment and the Termination was
29 in violation of the public policy of the State of California, embodied in the California Government

1 Code, Industrial Wage Orders, and the California Labor Code.

2 71. Defendant wrongfully terminated Plaintiff in violation of the public policy of California, as
3 embodied by, inter alia, the California LaborCode § 98.6. Accordingly, Plaintiff alleges that his
4 termination was in contravention of the substantial public policy embodied in codes, statutes and
5 regulations such as California Labor Code, § 98.6.

6
7 72. It is the law and public policy of the State of California that no employer may terminate or
8 otherwise discriminate against employees in retaliation for the employees asserting their legal
9 rights (*Labor Code* § 98.6(a); *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563, 568; *Tameny v.*
10 *Atlantic Richfield Co.* (1980) 27 Cal.3d 167; *Colarossi v. Coty US Inc.* (2002) 97 Cal.App.4th
11 1142, 1153-1154; *Gantt v. Sentry Insurance* (1992) 1 Cal.4th 1083, 1086-1087; *Deschene v.*
12 *Pinole Point Steel Co.* (1999) 76 Cal.App.4th 33, 41-43), including
13 Plaintiff's Complaints about Labor Code violations as alleged herein. (*Gould v. Maryland Sound*
14 *Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1147; *Grant-Burton v. Covenant Care, Inc.* (2002) 99
15 Cal.App.4th 1361(wrongful termination due to communication about wage issues); *Hentzel v.*
16 *Singer* (1982) 138 Cal.App.3d 290, 296 ("California has long maintained a policy of protecting the
17 right of employees to voice their dissatisfaction with working conditions;" *Phillips v. Gemini*
18 *Moving Specialists* (1998) 63 Cal.App.4th 563 (*Labor Code* § § 201, 202, 216, 221, 222, 223, 224,
19 226, 226.8, 1175, 1199 form the basis of a violation of public policy based on wage complaints).

20 73. Defendants and/or DOES 1 through 100 were motivated to terminate Plaintiff's
21 employment on grounds that violate California public policies and laws as set forth in
22 the *LaborCode*, statute, Government Codes and the common law, and as referenced above.

23
24 74. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered/continue to
25 suffer and incurred/continues to incur substantial loss of earnings, employment benefits and
26 reduced future earning capacity in an amount according to proof at the time of trial. Plaintiff
27 claims such amount as damages together with prejudgment interest pursuant to applicable law.

28 75. Further Plaintiff has suffered additional expenses in his efforts to regain employment, all to
29

1 his damage in an amount according to proof at the time of trial.

2 76. Plaintiff has and is suffering from Embarrassment, humiliation, emotional distress, mental
3 anguish and severe shock to his nervous system, and thereby sustained serious injuries to his
4 physical and mental health, strength and activity, causing him extreme physical and emotional
5 pain, all to his general damage in such amount as may be proven at time of trial. Further, Plaintiff
6 is and will suffer medical expenses, the exact nature and extent of which are unknown to Plaintiff
7 at this time. Additional future medical expenses all to further Plaintiff's damages in an amount to
8 be proven in trial.
9

10 **VIII. PRAYER FOR RELIEF**

11 WHEREFORE plaintiff prays judgment as follows:

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

2 **IX. DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands trial by jury.

4
5 RESPECTFULLY SUBMITTED,

6 M Law Attorneys, APC

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8 Dated: 02/16/2021

9 By: *N Mirzaie*
10 NARAK MIRZAE, ESQ.
11 Attorneys for Plaintiff,
12 LOUCRETIA VOLASCO
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