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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JACQUELINE AGUILAR,

Plaintiff,

vs.

ALTA HOSPITALS SYSTEM, LLC;

ALTA LOS ANGELES HOSPITALS, INC.;

and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: **21STCV01482**

)

) **COMPLAINT FOR DAMAGES FOR:**

)

**1) FAILURE TO COMPENSATE FOR
ALL HOURS WORKED;**

**2) FAILURE TO PAY MINIMUM
WAGES;**

3) FAILURE TO PAY OVERTIME;

**4) FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS;**

**5) FAILURE TO PAY WAGES OWED
EVERY PAY PERIOD;**

**6) VIOLATION OF LABOR CODE
SECTION 558;**

**7) FAILURE TO MAINTAIN
ACCURATE RECORDS;**

8) FAILURE TO GIVE REST BREAKS;

9) FAILURE TO GIVE MEAL BREAKS;

**10) PRIVATE ATTORNEYS GENERAL
ACT ("PAGA");**

**11) FAILURE TO PAY WAGES WHEN
EMPLOYMENT ENDS**

**12) FAILURE TO REIMBURSE
BUSINESS EXPENSES**

**13) RETALIATION IN VIOLATION OF
LABOR CODE SECTION 98.6;**

**14) RETALIATION IN VIOLATION OF
LABOR CODE SECTION 1102.5;**

**15) WRONGFUL CONSTRUCTIVE
DISCHARGE IN VIOLATION OF
PUBLIC POLICY;**

**16) VIOLATION OF CALIFORNIA
BUSINESS AND PROFESSIONS**

1) **CODE SECTION 17200.**
2)
3)
4) **DEMAND FOR JURY TRIAL**
5)

6 COMES NOW Plaintiff, JACQUELINE AGUILAR (hereinafter "Plaintiff"), and alleges:

7 **PARTIES, JURISDICTION, VENUE**

8 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
9 County of Los Angeles in this judicial district because Defendants ALTA HOSPITALS
10 SYSTEM, LLC; ALTA LOS ANGELES HOSPITALS, INC.; and DOES 1 to 25, inclusive, do
11 business in the County of Los Angeles, and because Defendants' obligations and liabilities
12 arise therein. Moreover, Plaintiff's damages sought herein exceed \$25,000.

14 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

15 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
16 ALTA HOSPITALS SYSTEM, LLC was and is a domestic California corporation organized
17 and operating in the County of Los Angeles, State of California, and who employed Plaintiff.
18 Plaintiff is further informed and believes that at all times herein mentioned, Defendant ALTA
19 LOS ANGELES HOSPITALS, INC. is and was California corporation organized and
20 operating in the County of Los Angeles, State of California. ALTA HOSPITALS SYSTEM,
21 LLC and ALTA LOS ANGELES HOSPITALS, INC. are collectively referred to as
22 Defendants or "ALTA".

24 4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
25 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
26 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
27 defendants, numbers 1 to 25, reside in the State of California and are in some manner
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1 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
2 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
3 and capacities of these fictitiously named defendants.

4 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
5 that information and belief, alleges that at all times herein mentioned, each of the remaining
6 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
7 under the authority of their agency, employment, or representative capacity, with the consent
8 of his/her codefendants.
9

10 **GENERAL ALLEGATIONS**

11 6. Plaintiff started working for ALTA on or May 13, 2019. Her employment with ALTA
12 ended on or around October 19, 2020. Plaintiff was classified as an hourly, non-exempt
13 employee. She initially started as a “Point of Care Coordinator” and was then promoted to “lab
14 supervisor”. Plaintiff’s ending hourly rate was \$53.18/hour.

15 7. It is Plaintiff’s position that ALTA has committed numerous labor code violations
16 against Plaintiff and other similarly situated aggrieved employees.

17 8. ALTA did not provide Plaintiff and other similarly situated aggrieved employees with
18 the minimum wages to which they were entitled for all work performed and did not
19 compensate her and others for all hours worked pursuant to California Labor Code sections
20 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and
21 consistently worked “off the clock”. This is so because Plaintiff continued working from home
22 long after her actual shift ended around 3pm. Plaintiff also worked on weekends and while she
23 was on vacation. As the lab supervisor, she was accountable for what was going on and was
24 especially involved in the scheduling of employees after her shifts were over. Plaintiff would
25 consistently receive calls and text messages after hours, even at 11pm or 4am, on her personal
26 cell phone in order to resolve issues with employee scheduling/coverage or instrument
27 malfunctions. Plaintiff would also have to wait out any issues with instrument malfunctions,
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1 which required her to be “on call” from home in order for her to further respond to the
2 situation. Furthermore, and as will be mentioned below, Plaintiff would clock out for her meal
3 breaks but would always eat at her desk and would continue working. In fact, it was
4 commonplace for Plaintiff’s meal breaks to be interrupted by her supervisor and lab director,
5 Mark Dyer. Mr. Dyer would see Plaintiff eating at her desk and would barge in and ask her
6 questions or discuss work-related issues. Additionally, since Plaintiff was still the “Point of
7 Care Coordinator” for the Bellflower hospital, she would clock out from her station at Los
8 Angeles Community Hospital for lunch and would drive to the Bellflower hospital in order to
9 effectuate her job duties there. This was also during lunch time, so she would not receive an
10 uninterrupted, thirty-minute meal period on these occasions. She would not be compensated for
11 her drive time, which is yet another example of “off the clock” that she performed throughout
12 her employment tenure with ALTA. Plaintiff brought up the issue of “off the clock” with
13 management but did not receive a satisfactory response.

14 9. Due to the above “off the clock” violations, ALTA violated Labor Code §510 because it
15 failed to pay Plaintiff and other similarly situated aggrieved employees overtime, even though
16 they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout
17 their employment. Plaintiff’s and others’ actual work hours, which included the “off the clock”
18 work as described above, entitled them to overtime, however, it was not company policy to keep
19 accurate track of all hours worked and to pay employees overtime. Plaintiff’s pay stubs show
20 approximately 80 hours every two weeks, however, her true hours worked were far greater than
21 that based on the “off the clock” work as described above.

22 10. ALTA also violated Labor Code §§ 512 and 226.7 along with the applicable Industrial
23 Welfare Commission Wage Order no. 5 because it failed to provide Plaintiff and other similarly
24 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
25 (5) hours of work throughout their employment, and Plaintiff did not validly waive said meal
26 periods. ALTA did not completely relieve Plaintiff of all duty during said meal periods. ALTA
27 did not pay to Plaintiff one additional hour of pay at Plaintiff’s regular rate of compensation for
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1 each workday that one or more statutory meal periods was not provided. It was not company
2 policy and not part of the culture for employees such as Plaintiff and others to take timely,
3 uninterrupted meal breaks. As such, the culture at ALTA did not lend itself to the employees
4 receiving timely statutory breaks wherein they were relieved of all work duties. Plaintiff would
5 receive her meal break after the 5th hour worked or her meal breaks would be interrupted as
6 alluded to above, however, Plaintiff would not be compensated with premium wage for her
7 missed, interrupted, late, or short meal periods.

8 11. ALTA also violated Labor Code § 226.7 along with the applicable Industrial Welfare
9 Commission Wage Order because it failed to provide Plaintiff and other similarly situated
10 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion
11 thereof, throughout their employment. ALTA did not completely relieve Plaintiff of all duty
12 during said rest periods. ALTA did not pay to Plaintiff one additional hour of pay at Plaintiff's
13 regular rate of compensation for each workday that one or more statutory rest periods was not
14 provided. Like the situation with meal breaks, Plaintiff and others did not take timely,
15 uninterrupted rest breaks wherein they were relieved of all duty. It was not company policy and
16 not part of the culture for employees such as Plaintiff and others to take rest breaks for the same
17 reasons as described above. It was the normal practice and custom of ALTA not to authorize,
18 permit, and enforce statutory rest periods. Mark Dyer did not believe in Plaintiff taking rest
19 breaks wherein she was relieved of all duties. The rest breaks were a formality but were not
20 followed as Plaintiff's "breaks" were constantly interrupted with work-related issues.

21 12. Furthermore, during the relevant time period and due to the labor code violations as
22 discussed above, ALTA failed to pay Plaintiff and other similarly situated aggrieved employees
23 all wages due to them within any time period specified by California Labor Code section 204.
24 ALTA was also in violation of California Labor Code section 226(a), by failing to include
25 accurate, pertinent information on the wage statements, including but not limited to, all hours
26 worked, overtime hours worked, all applicable hourly rates, the correct legal name and correct
27 address of the employer, gross wages earned, all deductions, net wages earned, reimbursement
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1 for business expenses, the correct start and end of the applicable pay period, among other items.
2 As such, ALTA did not provide Plaintiff and other similarly situated aggrieved employees with
3 complete, accurate itemized wage statements.

4 13. ALTA violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
5 similarly situated aggrieved employees earned and due wages upon separation of employment,
6 either immediately upon involuntary termination, or within 72 hours of resignation. These earned
7 but unpaid wages include compensation for all hours worked, minimum wages, overtime wages
8 and meal/rest period compensation described above.

9 14. During the relevant time period, ALTA also failed to keep accurate and complete payroll
10 records showing the actual hours worked per day and the wages paid to Plaintiff and other
11 aggrieved employees pursuant to California Labor Code sections 1174(d).

12 15. During the relevant time period, Plaintiff and other aggrieved employees incurred
13 necessary, business-related expenses and costs that were not reimbursed by ALTA. These costs
14 include, but are not limited to, the use of personal cell phones for work purposes. Plaintiff used
15 her personal cell phone for work purposes, especially for the “off the clock” work as described,
16 for the large majority of her employment. ALTA decided to give her a work cell phone one
17 month prior to her employment ending. Moreover, Plaintiff would drive her own vehicle to
18 Bellflower Hospital from Los Angeles Community Hospital but would not be reimbursed for
19 mileage. ALTA was unequivocally aware that Plaintiff was traveling from one hospital to
20 another during work hours in order to effectuate her job duties as a “Point of Care Coordinator”
21 at the Bellflower Hospital. In addition, Plaintiff and others also purchased equipment for work
22 purposes, including a hard hat and a flashlight, which were not provided by ALTA and for which
23 Plaintiff and others did not get reimbursed. Accordingly, ALTA was in violation of California
24 Labor Code sections 2800 and 2802.

25 16. Moreover, ALTA failed to provide sick pay pursuant to Labor Code section 246 and also
26 failed to provide Worker’s Compensation coverage for Plaintiff and other aggrieved employees
27 in violation of Labor Code Section 3700.5.
28

1 17. Plaintiff was retaliated against for complaining to Alta about wage and hour violations
2 that were being committed against her in that she was not being compensated for her “off the
3 clock” work. Plaintiff brought this issue up to her supervisor, Mark Dyer, on numerous
4 occasions and also raised the issue with Human Resources. Not surprisingly, after Plaintiff’s
5 complaints, she received a low score on her performance evaluation despite having a great year
6 during which she was not late, not written up, and not disciplined in any way for her
7 performance.

8 18. Following her negative performance evaluation and the hostile environment that
9 was being created by supervisor Mark Dyer following Plaintiff’s complaints to Human
10 Resources, Plaintiff was forced to quit her employment.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

13 **(California Industrial Welfare Commission Order 5-2001, California Code of**
14 **Regulations Title 8 Section 11050, and California Labor Code Section 1198)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

18 20. At all times relevant herein, Defendants were required to compensate its employees for
19 all hours worked upon reporting for work at the appointed time stated by the employer
20 pursuant to Industrial Welfare Commission Order 5-2001, California Code of Regulations,
21 Title 8, Section 11050.

22 21. For the three (3) years preceding filing of this action, Defendants failed to compensate
23 Plaintiff for all hours worked.

24 22. Under the aforementioned wage order and regulations, Plaintiff is to recover
25 compensation for all hours worked but not paid by Defendants for the three (3) years
26 preceding the filing of this Complaint.

27 23. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
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1 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
2 this Court.

3 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
4 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
5 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
6 reasonable attorney's fees and costs of suit.

7 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
9 amount known to Plaintiff once she has obtained all of his payroll records from
10 Defendants.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM WAGES**

13 **(California Labor Code Sections 1194, 1194.2, 1197)**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

17 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
18 to suffer or permit a California employee to work without paying wages at the minimum wage
19 rate for all hours worked as required by the applicable Industrial Welfare Commission
20 (hereinafter "IWC") Wage Order No. 5-2001, codified at California Code of Regulations, Title
21 8, Section 11050, subdivision 4.

22 28. Pursuant to IWC Wage Order no. 5-2001, subdivision 2(K), at all relevant times, "hours
23 worked" included "the time during which an employee is subject to the control of an employer,
24 and includes all the time the employee is suffered or permitted to work, whether or not required
25 to do so..."

26 29. During her employment, Plaintiff was regularly required as a matter of uniform
27 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
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1 was paid less than the minimum wage rate by Defendants for hours worked in violation of
2 California Labor Code Section 1197 and the applicable California Industrial Wage
3 Commission wage order(s).

4 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
5 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
6 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
7 to believe that their acts or omissions were not contrary to California law.

8 31. For all hours worked by Plaintiff for which she was paid less than the minimum wage
9 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
10 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
11 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
12 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

13 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME**

18 **(California Industrial Welfare Commission Order 5-2001, California Code of**
19 **Regulations Title 8 Section 11050)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.
23

24 34. Pursuant to Industrial Welfare Commission Order No. 5-2001, California Code of
25 Regulations, Title 8, Section 11050, for the period of Plaintiff's employment, Defendants were
26 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
27 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
28 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)

1 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
2 week.

3 35. Plaintiff was a non-exempt employee entitled to the protections of the California
4 Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8,
5 Section 11050.

6 36. Plaintiff worked more than eight (8) hours in a single workday, more than twelve (12)
7 hours in a single day, or forty (40) hours in a single workweek on numerous occasions.

8 37. Plaintiff was entitled to the above overtime premiums.

9 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
10 Plaintiff's regular rate of pay for hours worked past eight (8) in a day or two times Plaintiff's
11 regular rate of pay for hours worked past twelve (12) in a day.

12 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
13 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

14 40. Plaintiff worked at least one pay period in which she was not properly paid overtime
15 within the three (3) years prior to the initiation of this lawsuit.

16 41. Defendants know or should know the actual dates of overtime worked, the amount of
17 overtime worked, and the amount of unpaid overtime due.

18 42. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
19 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
20 Court.

21 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
22 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the
23 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
24 reasonable attorney's fees and costs of suit.

25 44. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
27 trial.
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FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(Plaintiff against all named and all DOE defendants)

45. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

46. Pursuant to California Labor Code Section 226, every employer must furnish each employee an itemized statement of wages and deductions at the time of payment of wages.

47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that accurately reflected all information required by Labor Code Section 226, including but not limited to, gross wages earned, including overtime, net wages earned, total hours worked by the employee, all deductions, and premium pay for missed meal breaks and rest breaks.

Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in accordance with California Labor Code Section 226(a).

48. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to the 1-year period immediately preceding the date this lawsuit was filed.

49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs and attorney's fees pursuant to statute.

50. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at

trial.

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

51. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

52. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

53. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

54. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours and the minimum wage along with premiums for missed meal breaks and rest breaks.

55. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent she was not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

56. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTION 558
(California Labor Code Section 558)

(Plaintiff against all named defendants and all DOE defendants)

57. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

58. California Labor Code Section 558 states that any person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was filed.

59. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus, Defendants are subject to civil penalties under the following laws:

a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular wages, including minimum wages for all hours worked and overtime wages for overtime hours worked. As such, Defendants violated Section 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each subsequent violation for each pay period for which Plaintiff was underpaid in addition to an amount sufficient to recover underpaid wages.

b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for

1 relief associated with Plaintiff's prosecution of this cause of action under California
2 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
3 paying Plaintiff for her overtime hours worked and minimum wages for all hours
4 worked.

- 5 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
6 fees for relief associated with Plaintiff's prosecution of this cause of action under
7 California Labor Code Sections 200, et seq.
8

9 60. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
10 the statutes, regulations, and wage orders alleged in this cause of action along with any
11 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

12 61. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
13 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

14 **SEVENTH CAUSE OF ACTION**

15 **FAILURE TO MAINTAIN ACCURATE RECORDS**

16 **(California Labor Code Section 1174(d))**

17 **(Plaintiff against all named defendants and all DOE defendants)**

18 62. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

20 63. Labor Code section 1174(d) requires that employers, including Defendants, maintain
21 accurate records showing the hours worked daily by its employees and to whom wages were
22 paid.

23 64. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
24 employer, including Defendants, to keep accurate information with respect to each one of their
25 employees including, but not limited to, the total wages paid each payroll period, and time
26 records showing when the employee begins and ends each work period, meal periods, split
27 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
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the applicable rates of pay.

65. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174(d) is subject to a penalty. On information and belief, Defendants intentionally failed to maintain accurate records of Plaintiff's total daily hours, the total hours worked in the payroll period, the applicable rates of pay, and total wages earned for the payroll period.

66. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants' failure to record and maintain records of meal and rest periods as well as time records.

67. Plaintiff seeks all available remedies for Defendants' violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial.

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

68. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

69. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.

The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each

workday that the rest period is not provided;

c. Title 8 of the California Code of Regulations sections 11050(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

70. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

71. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

FAILURE TO GIVE MEAL BREAKS

74. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

a. California Labor Code section 512(a), which requires that employees be given a 30-minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work;

c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified under Title 8 of the California Code of Regulations Section 11050, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;

COMPLAINT FOR DAMAGES

- 1 codified under Title 8 of the California Code of Regulations Section 11050, which
2 requires an employer to maintain records documenting its employees' meal periods;
- 3 e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as
4 codified under California Code of Regulations Section 11050, which penalizes the
5 employer \$50.00 for each initial violation, per employee, of any provision of the
6 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
7
- 8 f. California Labor Code section 1171 and 1173, which have given the California
9 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 5)
10 as enforceable law.

11 76. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
12 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
13 to take a second relieved meal break after ten (10) hours of work, as required by California
14 law. California Labor Code section 512(a) and California Industrial Welfare Commission
15 Order No. 5, as codified under California Code of Regulations Sections 11050 et. seq. requires
16 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
17 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
18 work duty. California Labor Code section 226.7 provides that employers may not require their
19 employees to work through their meal periods. California Labor Code section 226.7 and
20 California Code of Regulations section 11050 requires that if the employer fails to provide the
21 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
22 of pay for each work day that the meal period is not given.
23

24 77. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
25 regulations, and wage orders alleged in this cause of action along with any allowable interest,
26 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
27 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
28

1 78. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
2 fees as well as interest under Labor Code section 218.6.

3 79. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
5 trial.

6 **TENTH CAUSE OF ACTION**

7 **PRIVATE ATTORNEYS GENERAL ACT**

8 **Individual and Representative Claim for PAGA penalties under California Labor Code**
9 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558,**
10 **1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)**

11 **(Plaintiff Against all Named Defendants and all DOE Defendants)**

12 80. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

14 81. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
15 Defendants of the specific violations of the California Labor Code that Defendants
16 and DOE defendants have violated and continue to violate.

17 82. Pursuant to California Labor code section 2699.3, no response was received from the
18 LWDA within 65 days of the postmark date of the above-alleged letter.

19 83. Plaintiff therefore has exhausted all administrative remedies required of her under
20 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
21 cause of action and pursue penalties in a representative action for Defendants' violations of the
22 Labor Code.

23 84. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
24 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
25 departments, divisions, commissions, boards, agencies, or employees for violation of the code
26 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
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1 on behalf of himself or herself and other current or former employees pursuant to the
2 procedures specified in California Labor Code section 2699.3.

3 85. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
4 violator and had one or more of the alleged violations committed against her, and therefore is
5 properly suited to represent the interests of other current and former hourly, non-exempt
6 employees who worked for ALTA during the relevant PAGA Period.

7 86. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
8 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
9 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

10 87. Plaintiff therefore has exhausted all administrative remedies required of her under
11 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
12 cause of action and pursue penalties in a representative action for Defendants’ violations of the
13 Labor Code.

14 88. California Labor Code section 2699 et seq. imposes penalties upon culpable
15 Defendants for violating the Labor Code.

16 89. California Labor Code section 558 establishes a civil penalty as follows: Any
17 employer or other person action on behalf of an employer who violates, or causes to be
18 violated, a section of this chapter or any provision regulating hours and days of work in any
19 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
20 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
21 dollars (\$50) for each underpaid employee for each pay period for which the employee was
22 underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
23 employee for each pay period for which the employee was underpaid...

24 90. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
25 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
26 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved
27 employees in this specific cause of action under the Private Attorneys General Act.
28

1 91. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
2 the following:

3 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
4 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5
5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage
6 Order Provisions (no. 5) violated based on the facts alleged in this Complaint.

7 92. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
8 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
9 employees as alleged herein in an amount to be shown according to proof at trial and within the
10 jurisdictional limits of this Court.

11 **ELEVENTH CAUSE OF ACTION**

12 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

13 **(California Labor Code Sections 201, 202, 203)**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

17 94. Pursuant to California Labor Code Section 201(a), an employer who discharges an
18 employee must immediately pay for all compensation due and owing.

19 95. Pursuant to California Labor Code Section 202, when an employee resigns, the
20 employer must pay all compensation due and owing within 72 hours of resignation, or on the
21 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

22 96. Pursuant to California Labor Code Section 203, if an employer willfully fails to
23 pay, without abatement or reduction, any wages of an employee whose employment ends, the
24 wages of the employee shall continue as a penalty from the due date at the same rate until paid
25 or until an action is commenced; however, the wages shall not continue for more than 30 days
26 for failure to pay an employee owed wages.
27
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1 97. After Plaintiff's employment with Defendants ended, Defendants willfully
2 refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

3 98. Under this cause of action, Plaintiff prays for penalties due under the statutes
4 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
5 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year
6 immediately preceding the filing of this lawsuit.

7 99. Under this cause of action, Plaintiff also prays for attorney's fees and costs
8 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
9 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

10 100. Under this cause of action, Plaintiff prays for penalties due under the statutes
11 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
12 proof at trial.

13 **TWELFTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

15 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

16 101. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 100, inclusive, of this Complaint as thought fully set forth herein.

18 102. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
19 employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties."

21 103. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
22 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
23 of completing her job duties, which were not reimbursed by Defendant. These expenses
24 include, but are not limited to the use of personal cell phones for work purposes. Plaintiff used
25 her personal cell phone for work purposes, especially for the "off the clock" work as described,
26 for the large majority of her employment. ALTA decided to give her a work cell phone one
27 month prior to her employment ending. Moreover, Plaintiff would drive her own vehicle to
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1 Bellflower Hospital from Los Angeles Community Hospital but would not be reimbursed for
2 mileage. ALTA was unequivocally aware that Plaintiff was traveling from one hospital to
3 another during work hours in order to effectuate her job duties as a “Point of Care Coordinator”
4 at the Bellflower Hospital. In addition, Plaintiff and others also purchased equipment for work
5 purposes, including a hard hat and a flashlight, which were not provided by ALTA and for which
6 Plaintiff and others did not get reimbursed.

7 104. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
8 and attorney’s fees and costs, under Labor Code section 2802.

9 **THIRTEENTH CAUSE OF ACTION**

10 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

11 **(California Labor Code section 98.6)**

12 **(Plaintiff against all Named Defendants DOE Defendants, and each of them)**

13
14 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

16 106. California Labor Code section 98.6 provides, in pertinent part, as follows:

17 “A person shall not discharge an employee or in any manner discriminate, retaliate, or
18 take any adverse action against any employee or applicant for employment because the
19 employee or applicant engaged in any conduct delineated in this chapter...or because
the employee or applicant...made a written or oral complaint that he or she is owed
unpaid wages...

20 107. In doing the things herein alleged, Defendants ALTA violated Labor Code
21 section 98.6 in that they retaliated against Plaintiff for complaining about her wages and about
22 the labor code violations that were being committed by Defendants.

23 108. As a direct and proximate result of the aforementioned acts and omissions of
24 Defendants, Plaintiff suffered general and compensatory damages, including but not
25 limited to, loss of income (past and future), loss of employment benefits (past and future),
26 general and compensatory damages (past and future), mental pain and anguish and emotional
27 distress (past and future), and will continue to suffer in the future, in an amount to be proved at
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1 trial. Moreover, pursuant to Labor Code section 98.6, an employer who violates this section is
2 liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each
3 violation of this section.

4 109. The foregoing conduct engaged in by Defendants ALTA and each of its directors,
5 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
6 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
7 an environment free of retaliation, so as to justify the imposition of punitive damages to punish
8 and set an example of said Defendants.

10 **FOURTEENTH CAUSE OF ACTION**

11 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

12 **(Plaintiff against All Named Defendants and DOE Defendants, and each of them)**

13 110. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 109, inclusive, of this Complaint as though fully set forth herein.

15 111. At all times material to this Complaint, California Labor Code § 1102.5 was in effect
16 and binding on Defendant ALTA. This section requires Defendant ALTA to refrain from
17 retaliating against an employee for refusing to participate in an activity that he/she reasonably
18 believes would result in a violation of state or federal statute, or a violation or
19 noncompliance with a state or federal rule or regulation. California Labor Code section
20 1102.5 also requires Defendants to refrain from retaliating against an employee for disclosing
21 information to a person with authority over the employee if the employee has reasonable cause
22 to believe that the information discloses a violation of state or federal statute, or a violation of
23 or noncompliance with a local, state, or federal rule or regulation, regardless of whether
24 disclosing the information is part of the employee's job duties.

25 112. As discussed fully above, Plaintiff complained to Defendants about the company's
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1 illegal conduct and the labor code violations being committed against Plaintiff.

2 113. Defendant ALTA retaliated against Plaintiff for her whistleblowing, as alleged above,
3 all in violation of Labor Code § 1102.5.

4 114. As a direct and proximate result of the aforementioned acts and omissions of
5 Defendant ALTA, Plaintiff suffered general and compensatory damages, including but not
6 limited to, loss of income (past and future), loss of employment benefits (past and future),
7 general and compensatory damages (past and future), mental pain and anguish and emotional
8 distress (past and future), and will continue to suffer in the future, in an amount to be proved at
9 trial.
10

11 115. Plaintiff requests all available relief under Labor Code § 1102.5 including damages
12 and the imposition of civil penalties of \$10,000 for each violation as well as attorneys fees.

13 **FIFTEENTH CAUSE OF ACTION**

14 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

15 **(Against Defendant ALTA and all DOE Defendants)**

16 116. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 115, inclusive, of this Complaint as though fully set forth herein.

18 117. At all times during her employment with Defendant ALTA, Plaintiff performed his
19 duties with the utmost diligence and competence.

20 118. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and
21 actions to treat her differently and ultimately make her work environment intolerable in an
22 effort to get Plaintiff to quit her employment as alleged herein, was motivated
23 by Plaintiff's whistleblowing and complaints about illegal activity at the workplace as well as
24 wage and hour violations being committed against Plaintiff. Defendant ALTA intentionally
25 created the aforementioned retaliation, thereby not giving Plaintiff an opportunity to work in an
26 environment free of retaliation. This situation became intolerable for Plaintiff and Plaintiff
27 had no alternative but to resign.
28

1 119. The employment of Plaintiff was constructively wrongfully terminated on October 19,
2 2020 in violation of the fundamental public policy of the State of California with respect to
3 retaliating against an employee on account of her whistleblowing. Moreover, Plaintiff was
4 forced to hire an attorney to assist her to end these illegal activities. Said conduct violated
5 statutory and constitutional expressions of public policy including, the California Labor Code
6 and the California Constitution, Article 1 section 8.

7 120. As set forth above, said actions by Defendants were wrongful and in violation of the
8 fundamental principles of the public policy of the State of California as reflected in its laws,
9 objectives and policies. Said statutes and constitutional expressions of public policy include,
10 but are not limited to, California Labor Code and the California Constitution, Article 1 section
11 8. These laws inure to the benefit of the public at large, and not just the private interests of the
12 employers and employees whom they govern or protect.

13 121. As a direct and proximate result of the aforementioned acts and omissions of
14 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
15 loss of income (past and future), loss of employment benefits (past and future), general and
16 compensatory damages (past and future), mental pain and anguish and emotional distress (past
17 and future), and will continue to suffer in the future, in an amount to be proved at trial.

18 122. The foregoing conduct engaged in by Defendants and each of their directors, officers
19 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
20 and carried on with a conscious and willful disregard of their workers' right to work in an
21 environment free of retaliation due to whistleblowing, so as to justify the imposition of
22 punitive damages to punish and set an example of said Defendants.
23

24 **SIXTEENTH CAUSE OF ACTION**

25 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

26 **(California Business and Professions Code Section 17200)**

27 **(Plaintiff against All Named Defendants and all DOE defendants)**
28

1 123. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 122, inclusive, of this Complaint as though fully set forth herein.

3 124. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
4 constitutes unfair and unlawful business practices under California Business and Professions
5 Code Section 17200, et seq.

6 125. Defendant's violations of California labor laws and the Labor Code constitutes a
7 business practice because it was done repeatedly over a significant period of time in a
8 systematic manner that was detrimental to Plaintiff.

9 126. For the four years preceding the filing of this action, Plaintiff has suffered damages
10 and request damages and/or restitution of all monies and profits to be disgorged from
11 Defendant ALTA in an amount according to proof at time of trial, but in excess of the
12 jurisdiction of this Court.

13 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
14 follows:

- 15 1. For compensatory damages including lost past and future wages, regular wages,
16 overtime, and all other sums of money, including employment benefits, together
17 with interest on said amounts, and any other economic injury to Plaintiff, according to
18 proof;
- 19 2. For general damages according to proof;
- 20 3. For special and consequential damages to the extent allowed by law;
- 21 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
22 at trial;
- 23 5. For an award of punitive damages against Defendants according to proof;
- 24 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
25 subject to proof at trial;
- 26 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
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proof at trial;

8. For restitution and disgorgement for all unfair business practices by Defendant ALTA against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining Defendant ALTA from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
12. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;
13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;
14. For the imposition of civil penalties and/or statutory penalties;
15. For all interest as allowed by law;
16. For all costs and disbursements incurred in this suit;
17. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, Labor Code section 1102.5, and/or other applicable laws; and

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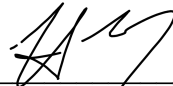
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1 18. For such other and further relief as this Court may deem proper.
2

3 **DATED:** January 13, 2021

MESSRELIAN LAW INC.

4 By 
5 Harout Messrelian, Esq.
6 Attorneys for Plaintiff Jacqueline Aguilar
7

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
10

11
12 **DATED:** January 13, 2021

MESSRELIAN LAW INC.

13 By 
14 Harout Messrelian, Esq.
15 Attorneys for Plaintiff Jacqueline Aguilar
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