

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Monica Bachner

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ROSA LINDA ROSALES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ROSA LINDA ROSALES, an individual,

Plaintiff,

v.

5201 W. CENTURY BLVD., INC., a California  
corporation; SATER OIL INTERNATIONAL,  
LLC, a California limited liability company;  
SATER OIL GROUP, INC., a California  
Corporation; CINDY MARTINEZ, an  
individual; and DOES 1 through 20, inclusive,

Defendants.

Case No. **21STCV21878**

**COMPLAINT FOR DAMAGES FOR:**

- 1. DISCRIMINATION IN VIOLATION OF  
GOV'T CODE §§12940 ET SEQ.;**
- 2. HARASSMENT IN VIOLATION OF  
GOV'T CODE §§12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF  
GOV'T CODE §§12940 ET SEQ.;**
- 4. FAILURE TO PREVENT  
DISCRIMINATION, HARASSMENT AND  
RETALIATION IN VIOLATION OF  
GOV'T CODE §12940(k);**
- 5. FAILURE TO PROVIDE REASONABLE  
ACCOMMODATIONS IN VIOLATION  
OF GOV'T CODE §§12940 ET SEQ.;**
- 6. FAILURE TO ENGAGE IN A GOOD  
FAITH INTERACTIVE PROCESS IN  
VIOLATION OF GOV'T CODE §§12940  
ET SEQ.;**
- 7. RETALIATION IN VIOLATION OF  
LABOR CODE §§98.6, 232.5, 1102.5, ET  
SEQ.;**

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8. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
  9. **FOR DECLARATORY JUDGMENT; AND**
  10. **FAILURE TO PAY ALL WAGES DUE (CAL. LABOR CODE §§ 200, 201);**
  11. **FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
  12. **FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES (CAL. LABOR CODE §2802);**
  13. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
  14. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203); AND**
  15. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ.); AND**
  16. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.).**

**DEMAND OVER \$25,000**

**[DEMAND FOR JURY TRIAL]**

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**COMES NOW PLAINTIFF, ROSA LINDA ROSALES,** and for causes of action against the Defendants and each of them, alleges as follows:

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**JURISDICTION**

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

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2 **THE PARTIES**

3 2. Plaintiff, ROSA LINDA ROSALES, is and at all times relevant hereto was a resident of  
4 the County of Los Angeles, State of California.

5 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
6 hereto, Defendant 5201 W. CENTURY BLVD., INC., was and is a California corporation doing  
7 substantial business at 683 Cliffside Drive, San Dimas, CA 91773, in Los Angeles County, California.

8 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
9 hereto, Defendants SATER OIL INTERNATIONAL, LLC, was and is a California Limited Liability  
10 Company doing substantial business at 683 Cliffside Drive, San Dimas, CA 91773, in Los Angeles  
11 County, California.

12 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
13 hereto, Defendants SATER OIL GROUP, INC., was and is a California Corporation doing substantial  
14 business at 683 Cliffside Drive, San Dimas, CA 91773, in Los Angeles County, California.

15 6. 5201 W. CENTURY BLVD., INC., SATER OIL INTERNATIONAL, LLC and SATER  
16 OIL GROUP, INC. are collectively hereinafter referred to as "EMPLOYERS."

17 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
18 hereto, EMPLOYERS owned and operated a gasoline and a convenience store.

19 8. Plaintiff is informed and believes, and based thereupon alleges, that all times relevant  
20 hereto, Defendant CINDY MARTINEZ (hereinafter referred to as ("MARTINEZ")) was and is an  
21 individual residing in the County of Los Angeles, State of California.

22 9. At all times relevant herein, MARTINEZ was a "supervisor" within the meaning of  
23 Government Code section 12926, subdivision (t). ). Plaintiff is informed and believes, and thereon alleges  
24 that at all time relevant to this action, MARTINEZ and DOES 1-20 were managers and/or supervisors of  
25 EMPLOYERS, acting as managing agents for EMPLOYERS; MARTINEZ and DOES 1-20 were each  
26 acting within the course and scope of his or her employment and on behalf of Defendant such that his or  
27 her acts or omissions are imputed to EMPLOYERS under the doctrine of *respondeat superior*; or,  
28 alternatively, at all times relevant to this action, EMPLOYERS cloaked MARTINEZ and DOES 1-20

1 with the appearance of actual authority, such that Plaintiff was justified in relying thereon, and therefore  
2 his or her acts or omissions are imputed to EMPLOYERS under the doctrine of *respondeat superior*.

3 10. EMPLOYERS and MARTINEZ are collectively hereinafter referred to as  
4 “DEFENDANTS.”

5 11. At all times relevant herein, EMPLOYERS and DOES 1-20 were Plaintiff’s employers,  
6 joint employers and/or special employers within the meaning of Government Code §§12926, subdivision  
7 (d), 12940, subdivisions (a), (h), (1), (h)(3)(A), and (a), and 12950, and regularly employ five (5) or more  
8 persons and are therefore subject to the jurisdiction of this Court.

9 12. At all times relevant herein, EMPLOYERS and DOES 1-20 were Plaintiff’s employers,  
10 joint employers and/or special employers within the meaning of the Labor Code and Industrial Welfare  
11 Commission Order No. 4-2001 and are each an “employer or other person acting on behalf of an  
12 employer” as such term is used in Labor Code sections 558, 558.1 and/or 1197.1, and liable to Plaintiff  
13 on that basis.

14 13. The true names and capacities, whether individual, corporate, associate, or otherwise, of  
15 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore  
16 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to  
17 insert the true names and capacities of said Defendants when the same become known to Plaintiff.  
18 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named  
19 Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged  
20 hereinafter.

21 14. Plaintiff is informed and believes, and based thereupon alleges, that DEFENDANTS, and  
22 each of them, including those defendants named as MARTINEZ and DOES 1-20, acted in concert with  
23 one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or  
24 coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to  
25 Government Code section 12940, subdivision (i). Plaintiff is further informed and believes, and based  
26 thereupon alleges, that DEFENDANTS, and each of them, including those Defendants named as  
27 MARTINEZ and DOES 1-20, and each of them, formed and executed a conspiracy or common plan  
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1 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein  
2 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

3 15. Whenever and wherever reference is made in this complaint to any act or failure to act by  
4 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts  
5 and/or failures to act by each DEFENDANTS acting individually, jointly, and severally.

6 16. Plaintiff has filed complaints of retaliation, harassment, and wrongful termination under  
7 Government Code sections 12940, et seq., the California Fair Employment and Housing Act ("FEHA")  
8 with the California Department of Fair Employment and Housing ("DFEH") and has satisfied Plaintiff's  
9 administrative prerequisites with respect to these and all related filings.

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11 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

12 17. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity  
13 of interest and ownership between EMPLOYERS, MARTINEZ, and DOES 1-20 that the individuality  
14 and separateness of defendants have ceased to exist.

15 18. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of  
16 purported corporate existence, EMPLOYERS, MARTINEZ, and DOES 1-20 are, in reality, one and the  
17 same, including, but not limited to because:

18 a. EMPLOYERS are completely dominated and controlled by one another and  
19 MARTINEZ and DOES 1-20, who personally committed the frauds and violated the laws as set forth in  
20 this complaint, and who have hidden and currently hide behind EMPLOYERS to perpetrate frauds,  
21 circumvent statutes, or accomplish some other wrongful or inequitable purpose.

22 b. EMPLOYERS, MARTINEZ, and DOES 1-20 derive actual and significant  
23 monetary benefits by and through one another's unlawful conduct, and by using one another as the  
24 funding source for their own personal expenditures.

25 c. EMPLOYERS, MARTINEZ, and DOES 1-20, while really one and the same, were  
26 segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing  
27 a statute, or accomplishing some other wrongful or inequitable purpose.

1           d.       EMPLOYERS do not comply with all requisite corporate formalities to maintain  
2 a legal and separate corporate existence.

3           e.       The business affairs of EMPLOYERS, MARTINEZ, and DOES 1-20 are, and at  
4 all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and  
5 the same are in inextricable confusion. EMPLOYERS are, and at all times relevant hereto were, used by  
6 one another, including by MARTINEZ and DOES 1-20, as a mere shell and conduit for the conduct of  
7 certain of EMPLOYERS' affairs, and are, and were, the alter ego of one another and MARTINEZ/DOES  
8 1-20. The recognition of the separate existence of EMPLOYERS would not promote justice, in that it  
9 would permit EMPLOYERS to insulate themselves from liability to Plaintiff for violations of the  
10 Government Code and other statutory violations. The corporate existence of EMPLOYERS and DOES  
11 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to  
12 avoid fraud and injustice to Plaintiff herein.

13         19.       Accordingly, EMPLOYERS constitute the alter ego of one another and MARTINEZ and  
14 DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

15         20.       As a result of the aforementioned facts, Plaintiff is informed and believes, and based  
16 thereon alleges that EMPLOYERS, MARTINEZ, and DOES 1-20 are Plaintiff's joint employers by  
17 virtue of a joint enterprise, and that Plaintiff was an employee of DEFENDANTS and DOES 1-20.  
18 Plaintiff performed services for each and every one of DEFENDANTS, and to the mutual benefit of all  
19 DEFENDANTS, and all DEFENDANTS shared control of Plaintiff as an employee, either directly or  
20 indirectly, and the manner in which DEFENDANTS' business was and is conducted.

21         21.       Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and  
22 between DOES 1-20, DEFENDANTS, or any of them, (1) there is an express or implied agreement of  
23 assumption pursuant to which DEFENDANTS and/or DOES 1-20 agreed to be liable for the debts of the  
24 other DEFENDANTS, (2) the transaction between DEFENDANTS and/or DOES 1-20 and the other  
25 DEFENDANTS amounts to a consolidation or merger of the two corporations, (3) DEFENDANTS  
26 and/or DOES 1-20 are a mere continuation of the other DEFENDANTS, or (4) the transfer of assets to  
27 DEFENDANTS and/or DOES 1-20 is for the fraudulent purpose of escaping liability for  
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1 DEFENDANTS' debts. Accordingly, Defendants and/or DOES 1-20 are the successors of one or more  
2 of the other DEFENDANTS and are liable on that basis.

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4 **FACTUAL ALLEGATIONS**

5 22. On or around September 4, 2019, EMPLOYERS hired Plaintiff as a cashier. At all  
6 relevant times, Plaintiff performed all of her job duties satisfactorily before Defendants wrongfully  
7 terminated Plaintiff's employment on June 30, 2020.

8 **FEHA AND RETALIATION UNDER THE LABOR CODE FACTUAL ALLEGATIONS**

9 23. Plaintiff suffers from a gastrointestinal chronic illness, which causes flare-ups and pain in  
10 the abdomen, fever, and body chills. The pain is such that Plaintiff cannot get up from bed and causes  
11 terrible diarrhea.

12 24. Throughout Plaintiff's employment, DEFENDANTS created and fostered a hostile work  
13 environment based on Plaintiff's age, real or perceived disability and/or real or perceived medical  
14 condition, and/or other protected characteristics. For instance, DEFENDANTS treated Plaintiff poorly  
15 after she returned from taking time off because of her medical condition and/or disability.

16 25. MARTINEZ led a campaign to harass Plaintiff and created and maintained a hostile work  
17 environment. On information and belief, MARTINEZ engaged in harassing conduct out of intentional  
18 meanness, bigotry, and other personal motive. For instance, MARTINEZ enforced certain policies as it  
19 pertained to Plaintiff but did not enforce the same policy with other employees.

20 26. Additionally, Plaintiff complained to MARTINEZ about EMPLOYER's lack of personal  
21 protective equipment ("PPE"), such as gloves, to prevent against the transmission of COVID-19. In  
22 response MARTINEZ told Plaintiff, "If you don't like it here, get another job."

23 27. On June 23, 2020, Plaintiff experienced another flare-up and went on medical leave that  
24 same day and with the expectation to return to work on June 29, 2020.

25 28. On June 30, 2020, Plaintiff returned from leave and DEFENDANTS wrongfully  
26 terminated Plaintiff's employment. DEFENDANTS gave Plaintiff a pretextual reason for termination  
27 indicating it was because she allegedly was short from her register and violated company policy.  
28 However, DEFENDANTS never provided Plaintiff with any written policies.

1           29.     DEFENDANTS had actual or constructive knowledge of Plaintiff's disability and/or  
2 medical condition but did not offer to accommodate Plaintiff's real or perceived disability and/or medical  
3 condition. DEFENDANTS did not engage in any genuine good faith interactive process with Plaintiff to  
4 determine accommodations for her real or perceived disability and/or medical condition, failed to bring  
5 any alternative available positions to Plaintiff's attention, consider Plaintiff for said positions, offer any  
6 such positions to Plaintiff or discuss Plaintiff's qualifications for any alternative available position.

7           30.     Based on the events set forth above, Plaintiff believes DEFENDANTS discriminated,  
8 harassed, and retaliated against and terminated Plaintiff based upon her age, real or perceived disability  
9 and/or medical condition, use of or anticipated use of medical leave, engagement in protected activities,  
10 denied Plaintiff accommodations and denied Plaintiff an interactive process. DEFENDANTS failed and  
11 refused to stop and prevent discrimination, harassment, and retaliation against Plaintiff, and Plaintiff was  
12 actually or constructively wrongfully terminated. If DEFENDANTS claim that Plaintiff was not  
13 terminated, then DEFENDANTS failed and continue to fail to engage in a good faith interactive process  
14 to provide reasonable accommodations and return Plaintiff to her employment.

15           31.     Throughout Plaintiff's employment with DEFENDANTS, Plaintiff informed  
16 DEFENDANTS about her medical condition. MARTINEZ subjected Plaintiff to discriminatory and  
17 harassing conduct because of Plaintiff's disability and/or medical condition. Further, MARTINEZ did  
18 not provide any accommodations which exacerbated Plaintiff's injury.

19           32.     DEFENDANTS' termination of Plaintiff's employment was substantially motivated by  
20 Plaintiff's age, real or perceived disability, real or perceived medical condition, use of or anticipated use  
21 of medical leave, and/or engagement in protected activities, namely complaining that DEFENDANTS  
22 were not providing proper PPE. DEFENDANTS' discriminatory animus is evidenced by the previously  
23 mentioned facts.

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25                                   **WAGE AND HOUR ALLEGATIONS**

26           33.     At all relevant times Plaintiff worked approximately five days per week.

27           34.     At all relevant times, Plaintiff's hourly rate was \$13.25 per hour.  
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1           35.     At all relevant times, DEFENDANTS failed to permit Plaintiff to timely take her paid and  
2 uninterrupted 10-minute rest break for every four hours worked. Often time, DEFENDANTS made  
3 Plaintiff clock out for her 10-minute rest breaks, but due to work responsibilities, Plaintiff was unable to  
4 exercise her right to take the full 10 minutes, and DEFENDANTS turned a blind eye.

5           36.     Plaintiff complained to MARTINEZ about clocking out for breaks. Plaintiff also  
6 complained to MARTINEZ when she was not able to take uninterrupted or missed her statutory meal  
7 periods.

8           37.     Furthermore, throughout Plaintiff's employment, DEFENDANTS violated Labor Code  
9 §2802 by failing to reimburse for work-related expenses. Plaintiff and other employees were not paid for  
10 using his or her personal cell phone for work-related purposes, despite being required to be made available  
11 by cell phone. DEFENDANTS never bought Plaintiff nor other employees business phones nor  
12 reimbursed them for the use of his or her personal phone.

13           38.     Throughout Plaintiff's employment, DEFENDANTS violated Labor Code §221 by  
14 collecting and/or receiving from Plaintiff, and other aggrieved employees, part of their wages paid by  
15 DEFENDANTS to said employees.

16           39.     Throughout Plaintiff's employment, Plaintiff was not provided with paystubs that  
17 complied with Labor Code §226, as DEFENDANTS consistently provided incorrect and inaccurate  
18 paystubs.

19           40.     Plaintiff is informed and believes, and thereon alleges, that herself and other employees  
20 were subject to the same violations and, therefore, are aggrieved employees within the meaning of  
21 California Labor Code §2699. Thus, Plaintiff, as an aggrieved employee, reserves her right to bring an  
22 action against DEFENDANTS, on behalf of herself and other current and former employees.

23           41.     *Additionally, pursuant to Huff v. Securitas Security Services USA, Inc.* (2018) 23  
24 Cal.App.5th 745, as an aggrieved employee, Plaintiff may investigate and pursue claims and penalties on  
25 behalf of other aggrieved employees for other violations that she was not personally "aggrieved" by.

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43. As a result of DEFENDANTS' actions, Plaintiff has suffered and will continue to suffer general and special damages, including severe and profound pain and emotional distress, anxiety, depression, headaches, tension, and other physical ailments, as well as medical expenses, and past and future lost wages and benefits.

45. Plaintiff claims general damages for emotional and mental distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

46. Because the acts taken toward Plaintiff were carried out by officers, directors and/or managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against DEFENDANTS and each of them, in sums in excess of the jurisdictional minimum of this Court.

47. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as though set forth in full herein.

1           48.     At all times hereto, the FEHA was in full force and effect and was binding upon  
2 DEFENDANTS and each of them.

3           49.     As such term is used under FEHA, “on the bases enumerated in this part” means or refers  
4 to discrimination on the bases of one or more of the protected characteristics under FEHA. FEHA  
5 requires DEFENDANTS to refrain from discriminating against an employee on the basis of her age, real  
6 or perceived disability and/or medical condition, use of or anticipated use of medical leave,, and/or  
7 engagement in protected activities, and to prevent discrimination, harassment, and retaliation from  
8 occurring on the same bases.

9           50.     Plaintiff was a member of multiple protected classes as a result of Plaintiff’s age, real or  
10 perceived disability and/or medical condition, use of or anticipated use of medical leave, and/or  
11 engagement in protected activities.

12           51.     At all times relevant hereto, Plaintiff performed her position of Cashier competently.

13           52.     Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination,  
14 retaliation, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or return  
15 to work, failure to engage in a good faith interactive process, failure to accommodate, and termination,  
16 and was harmed thereby.

17           53.     Plaintiff is informed and believes that Plaintiff’s age, real or perceived disability, real or  
18 perceived medical condition, use of or anticipated use of medical leave, engagement in protected  
19 activities, and/or some combination of these protected characteristics under Government Code section  
20 12926, subdivision (j) were motivating reasons and/or factors in DEFENDANTS’ decisions to subject  
21 Plaintiff to the aforementioned adverse employment actions.

22           54.     Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiff’s  
23 damage as stated below.

24           55.     DEFENDANTS discriminated against Plaintiff by, among other things, terminating  
25 Plaintiff’s employment because of her age, real or perceived disability and/or medical condition, use of  
26 or anticipated use of medical leave, and/or engagement in protected activities.

27           56.     The damage allegations of Paragraphs 42 through 46, inclusive, are herein incorporated  
28 by reference.

57. The foregoing conduct of DEFENDANTS individually, or by and through their officers, directors and/or managing agents, was intended by the DEFENDANTS to cause injury to the Plaintiff or was despicable conduct carried on by the DEFENDANTS with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code section 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of DEFENDANTS.

58. Pursuant to Government Code section 12965, subdivision (b), Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

**SECOND CAUSE OF ACTION**  
**FOR HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**  
**AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

59. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as though set forth in full herein.

60. At all times hereto, the FEHA was in full force and effect and was binding upon DEFENDANTS and each of them.

61. As such term is used under FEHA, “on the bases enumerated in this part” means or refers to harassment on the bases of one or more of the protected characteristics under FEHA.

62. These laws set forth in the preceding paragraph require DEFENDANTS to refrain from harassing, or creating, or maintaining a hostile work environment against an employee based upon the employee's age, real or perceived disability and/or real or perceived medical condition, use of or anticipated use of medical leave, and/or engagement in protected activities, as set forth hereinabove.

63. DEFENDANTS' harassing conduct was severe or pervasive, unwelcome by Plaintiff, and a reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile or abusive.

64. DEFENDANTS violated the FEHA and the public policy of the State of California which is embodied in the FEHA by creating a hostile work environment and harassed Plaintiff because of Plaintiff's age, real or perceived disability and/or medical condition, use of or anticipated use of medical

1 leave,, engagement in protected activities, and/or some combination of these protected characteristics, as  
2 set forth hereinabove.

3 65. The above said acts were perpetrated upon Plaintiff by a supervisor, and/or  
4 DEFENDANTS knew or should have known of the conduct but failed to take immediate and appropriate  
5 corrective action.

6 66. The above said acts of DEFENDANTS constitute violations of the FEHA and violations  
7 of the public policy of the State of California. Such violations were a proximate cause in Plaintiff's  
8 damage as stated below.

9 67. DEFENDANTS harassed Plaintiff by, among other things: (1) attempting to demote her  
10 to a security guard position; (2) accusing her of pretextual offenses after returning from a leave of  
11 absence; (3) telling her to find another job after complaining about a lack of personal protective  
12 equipment; (4) giving her a difficult time for requesting medical leave for her age, real or perceived  
13 disability and/or medical condition, use of or anticipated use of medical leave,.

14 68. The damage allegations of Paragraphs 42 through 46, inclusive, are herein incorporated  
15 by reference.

16 69. The foregoing conduct of DEFENDANTS individually, or by and through their officers,  
17 directors and/or managing agents, was intended by the DEFENDANTS to cause injury to the Plaintiff or  
18 was despicable conduct carried on by the DEFENDANTS with a willful and conscious disregard of the  
19 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's  
20 rights such as to constitute malice, oppression, or fraud under Civil Code section 3294, thereby entitling  
21 Plaintiff to punitive damages in an amount appropriate to punish or make an example of DEFENDANTS.

22 70. Pursuant to Government Code section 12965, subdivision (b), Plaintiff requests a  
23 reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

**THIRD CAUSE OF ACTION**  
**FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**  
**AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

71. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as though set forth in full herein.

72. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants and each of them.

73. DEFENDANTS set in motion, beginning with their harassment of Plaintiff, as set forth hereinabove, a campaign which directly led to Plaintiff's termination after complaining about the discriminatory conduct as alleged hereinabove. DEFENDANTS therefore did or attempted to aid, abet, incite, compel, or coerce the retaliation which Plaintiff suffered. Government Code section 12940, subdivision (i).

74. The laws set forth in the preceding paragraphs require DEFENDANTS to refrain from retaliating against an employee for engaging in protected activity.

75. Plaintiff engaged in the protected activities of complaining about and protesting DEFENDANTS' discriminatory and harassing conduct based upon her real or perceived disability, and/or real or perceived medical condition and/or engagement in protected activities and violation of local, state and federal laws.

76. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination, failure to engage in a good faith interactive process, failure to accommodate, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or return to work, termination, and was harmed thereby.

77. Plaintiff is informed and believes that Plaintiff's conduct of complaining about and protesting about DEFENDANTS' discriminatory and unlawful conduct were motivating reasons and/or factors in the decisions to subject Plaintiff to the aforementioned adverse employment actions.

78. DEFENDANTS violated the FEHA by retaliating against Plaintiff and terminating Plaintiff's employment for attempting to exercise Plaintiff's protected rights, as set forth hereinabove.

79. Plaintiff is informed and believes, and based thereon alleges, that the above acts of retaliation committed by DEFENDANTS were done with the knowledge, consent, and/or ratification of, or at the direction of, each other DEFENDANTS and the other Managers.

80. The above said acts of DEFENDANTS constitute violations of the FEHA and were a proximate cause in Plaintiff's damage as stated below.

81. The damage allegations of Paragraphs 42 through 46, inclusive, are herein incorporated by reference.

82. The foregoing conduct of DEFENDANTS individually, or by and through their officers, directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the DEFENDANTS with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code section 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of DEFENDANTS.

83. Pursuant to Government Code section 12965, subdivision (b), Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

**FOURTH CAUSE OF ACTION**

**FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION**

**IN VIOLATION OF GOV'T CODE §12940(k)**

**AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

84. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as though set forth in full herein.

85. At all times hereto, the FEHA, including in particular Government Code section 12940, subdivision (k), was in full force and effect and was binding upon Defendants. This subsection imposes a duty on DEFENDANTS to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring. As alleged above, DEFENDANTS violated this subsection and

1 breached their duty by failing to take all reasonable steps necessary to prevent discrimination,  
2 harassment and retaliation from occurring.

3 86. Plaintiff is informed and believes DEFENDANTS failed to take immediate and  
4 appropriate corrective action to end the discrimination, harassment, and retaliation. Plaintiff also  
5 believes DEFENDANTS failed to take all reasonable steps necessary to prevent the discrimination,  
6 harassment, and retaliation from occurring.

7 87. In failing and/or refusing to take immediate and appropriate corrective action to end the  
8 discrimination, harassment, and retaliation and in failing and/or refusing to take all or reasonable steps  
9 necessary to prevent discrimination, harassment and retaliation from occurring, DEFENDANTS  
10 violated Government Code section 1290, subdivision (k).

11 88. The above said acts of DEFENDANTS constitute violations of the FEHA and were a  
12 proximate cause in Plaintiff's damage as stated below.

13 89. The damage allegations of Paragraphs 42 through 46, inclusive, are herein incorporated  
14 by reference.

15 90. The foregoing conduct of DEFENDANTS individually, or by and through their officers,  
16 directors and/or managing agents, was intended by the DEFENDANTS to cause injury to the Plaintiff  
17 or was despicable conduct carried on by the DEFENDANTS with a willful and conscious disregard of  
18 the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of  
19 Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code section 3294,  
20 thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example  
21 of DEFENDANTS.

22 91. Pursuant to Government Code section 12965, subdivision (b), Plaintiff requests a  
23 reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

**FIFTH CAUSE OF ACTION**  
**FOR FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS**  
**IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**  
**AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

92. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as though set forth in full herein.

93. At all times hereto, the FEHA, including in particular Government Code section 12940, subdivision (m), was in full force and effect and was binding upon DEFENDANTS. This subsection imposes an ongoing duty on DEFENDANTS to make reasonable accommodation for the known physical disability and/or medical condition of an employee.

94. At all relevant times, Plaintiff was a member of a protected class within the meaning of, in particular, Government Code section 12940, subdivision (a), and sections 12986, subdivision (1) et seq. because Plaintiff had a disability, a physical condition that affected Plaintiff's major life activities, and medical condition of which DEFENDANTS had both actual and constructive knowledge.

95. At all times herein, Plaintiff was willing and able to perform the duties and functions of the position in which Plaintiff was employed or could have performed the duties and functions of that position with reasonable accommodations. At no time would the performance of the functions of the employment position, with a reasonable accommodation for Plaintiff's disability or medical condition, actual or as it was perceived by DEFENDANTS, have been a danger to Plaintiff's or any other person's health or safety. Accommodation of Plaintiff's disability or disability or medical condition, real or perceived by DEFENDANTS, would not have imposed an undue hardship on DEFENDANTS. DEFENDANTS failed and refused to accommodate Plaintiff's disability, failed to engage in the interactive process with Plaintiff and continue to violate this obligation, up to and including the date of Plaintiff's termination or, if DEFENDANTS contends Plaintiff was never terminated, through the present and ongoing.

96. The above said acts of DEFENDANTS constitute violations of the FEHA and were a proximate cause in Plaintiff's damage as stated below.

1           97.     The damage allegations of Paragraphs 42 through 46, inclusive, are herein incorporated  
2 by reference.

3           98.     The foregoing conduct of DEFENDANTS individually, and/or by and through their  
4 officers, directors, and/or managing agents, was intended by the DEFENDANTS to cause injury to the  
5 Plaintiff or was despicable conduct carried on by the DEFENDANTS with a willful and conscious  
6 disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious  
7 disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code section  
8 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an  
9 example of DEFENDANTS.

10          99.     Pursuant to Government Code section 12965, subdivision (b), Plaintiff requests a  
11 reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

12  
13                                   **SIXTH CAUSE OF ACTION**  
14                   **FOR FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS**  
15                                   **IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**  
16                   **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

17          100.    Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as  
18 though set forth in full herein.

19          101.    At all times hereto, the FEHA, including in particular Government Code section 12940,  
20 subdivision (n), was in full force and effect and was binding upon Defendants. This subsection imposes  
21 an ongoing duty on DEFENDANTS to engage in a timely, good faith, interactive process with the  
22 employee to determine effective reasonable accommodations, if any, in response to a request for  
23 reasonable accommodation by an employee with a known physical disability or known medical  
24 condition and/or becoming aware of the employee's need for accommodation.

25          102.    At all relevant times, Plaintiff was a member of a protected class within the meaning of,  
26 in particular, Government Code section 12940, subdivision (a) and sections 12986, subdivision (1) et  
27 seq. because Plaintiff had a physical disability that affected Plaintiff's major life activities, and medical  
28 condition of which DEFENDANTS had both actual and constructive knowledge.

1           103. Plaintiff reported the disability to DEFENDANTS and requested accommodation,  
2 which triggered DEFENDANTS' obligation to engage in the interactive process with Plaintiff, but at  
3 all times herein, DEFENDANTS failed and refused to do so. Thereafter, despite DEFENDANTS  
4 continuing obligation to engage in the interactive process with Plaintiff, despite Plaintiff's submission  
5 of a doctors' notes identifying Plaintiff's condition and Plaintiff's desire to continue working in some  
6 capacity, DEFENDANTS failed and refused to have any dialogue with Plaintiff whatsoever, on any of  
7 these occasions, and DEFENDANTS violated, and continued to violate this obligation up to and  
8 including the date of Plaintiff's termination or, if DEFENDANTS contends Plaintiff was never  
9 terminated, through the present and ongoing.

10           104. The above said acts of DEFENDANTS constitute violations of the FEHA and were a  
11 proximate cause in Plaintiff's damage as stated below.

12           105. The damage allegations of Paragraphs 42 through 46, inclusive, are herein incorporated  
13 by reference.

14           106. The foregoing conduct of DEFENDANTS individually, and/or by and through their  
15 officers, directors, and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff  
16 or was despicable conduct carried on by the DEFENDANTS with a willful and conscious disregard of  
17 the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of  
18 Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code section 3294, thereby  
19 entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of  
20 DEFENDANTS.

21           107. Pursuant to Government Code section 12965, subdivision (b), Plaintiff requests a  
22 reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.



1 unlawful actions by Defendants.

2 112. Plaintiff was terminated from her employment with DEFENDANTS as a result of her  
3 exercise of her rights under Labor Code sections 98.6 and 1102.5, et seq. DEFENDANTS' retaliatory  
4 animus is evidenced by, among other things, the following facts: (1) Plaintiff's termination occurred  
5 following Plaintiff making complaints about insufficient PPE; and (2) there were no performance issues  
6 or any other reason, nor even offered, for Plaintiff's termination.

7 113. Plaintiff's reports of these violations were a motivating and contributing factor for the  
8 adverse employment actions by DEFENDANTS against Plaintiff.

9 114. The damage allegations of Paragraphs 42 through 46, inclusive, are herein incorporated  
10 by reference.

11 115. DEFENDANTS' conduct described herein was undertaken, authorized, and/or ratified by  
12 DEFENDANTS, and DEFENDANTS' officers and/or managing agents, and those identified herein as  
13 DOES 1-20, who were authorized and empowered to make decisions that reflect and/or create policy for  
14 DEFENDANTS. The aforementioned conduct of said managing agents and individuals was therefore  
15 undertaken on behalf of DEFENDANTS. DEFENDANTS further had advanced knowledge of the  
16 actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved  
17 by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore  
18 identified and designated herein as DOES 1-20, inclusive.

19 116. Because the acts taken toward Plaintiff were carried out by managerial employees acting  
20 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and  
21 in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against  
22 DEFENDANTS and each of them, in sums in excess of the jurisdictional minimum of this court.

23 117. Plaintiff is also entitled to reasonable attorneys' fees and costs, pursuant to Labor Code  
24 section 98.7, subdivision (e), and Civil Code section 1021.5.

**EIGHTH CAUSE OF ACTION**  
**FOR WRONGFUL TERMINATION**  
**IN VIOLATION OF PUBLIC POLICY**  
**AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

118. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 32, inclusive, as though set forth in full herein.

119. At all relevant times mentioned in this complaint, the FEHA was in full force and effect and was binding on DEFENDANTS. This law requires DEFENDANTS to refrain from, among other things, from discriminating against any employee on the basis of age, actual or perceived disability, actual or perceived medical condition, and use of or anticipated use of medical leave and from retaliating against, or firing an employee who opposes engages in protected activity.

120. At all times mentioned in this complaint, it was a fundamental policy of the State of California that DEFENDANTS cannot retaliate against any employee on the basis of age, real or perceived disability and/or medical condition, opposing workplace harassment and violation of the wage and hour laws.

121. At all times mentioned in this complaint, Labor Code §§ 98.6, 232.5, 1030, *et seq.*, and 1102.5 were in full force and effect and binding on Defendants. Labor Code §98.6 reflects the State's broad public policy interest in protecting the rights of individual employees and job applicants who could not otherwise afford to protect themselves from violations of the Labor Code. Labor Code §1102.5 reflects the State's broad public policy interest in encouraging workplace "whistleblowers," who may without fear of retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether the reporting is made to governmental agencies or to the employer itself, and irrespective of whether the employee's suspicions are correct that the challenged conduct actually violates some law. Indeed, the law in California is that an employee's good faith but mistaken belief in the illegality of his or her co-workers', supervisor's, and employer's conduct is protected from employer retaliation in the whistle-blowing context. These laws require Defendants to refrain, among other things, from discharging, suspending, or in any other manner discriminating against an employee because the employee has made a bona fide oral or written complaint to his or her employer and disclosed the

1 employer's working conditions, or the employer believes that the employee disclosed or may disclose  
2 information to a government or law enforcement agency, and the employee shall be entitled to  
3 reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer.  
4 The Labor code furthers that any employer who willfully refuses to rehire, promote, or otherwise restore  
5 an employee is guilty of a misdemeanor.

6 122. Plaintiff believes and thereon alleges that Plaintiff's age, actual or perceived disability,  
7 actual or perceived medical condition, use of or anticipated use of medical leave, and/or engagement  
8 in protected activities, including complaints that DEFENDANTS provided insufficient PPE, were  
9 factors in DEFENDANTS' conduct as alleged hereinabove.

10 123. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's  
11 employment on the basis of her age, actual or perceived disability, actual or perceived medical  
12 condition, and/or engagement in protected activities were a proximate cause in Plaintiff's damages as  
13 stated below.

14 124. The above said acts of DEFENDANTS constitute violations of the Government Code,  
15 Labor Code, and the public policy of the State of California embodied therein as set forth above.  
16 DEFENDANTS violated these laws by retaliating against Plaintiff and terminating Plaintiff's  
17 employment in retaliation for exercise of protected rights.

18 125. At all times mentioned in this complaint, it was a fundamental policy of the State of  
19 California that DEFENDANTS cannot discriminate and/or retaliate against any employee who is a  
20 member of protected class under FEHA.

21 126. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's use of  
22 medical leave, complaints about PPE, and/or Plaintiff's status of a protected member of class under the  
23 FEHA was a proximate cause in Plaintiff's damages as stated below.

24 127. Plaintiff believes and thereon alleges that DEFENDANTS violated Labor Code sections  
25 98.6 and/or 1102.5 after discharging and retaliating against her after she exercised her rights under the  
26 Labor Code.

27 128. The damage allegations of Paragraphs 42 through 46, inclusive, are herein incorporated  
28 by reference.

1           129. The foregoing conduct of DEFENDANTS individually, or by and through their officers,  
2 directors and/or managing agents, was intended by the DEFENDANTS to cause injury to the Plaintiff  
3 or was despicable conduct carried on by the DEFENDANTS with a willful and conscious disregard of  
4 the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of  
5 Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby  
6 entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of  
7 DEFENDANTS.

8           130. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
9 attorneys' fees and costs, including expert fees pursuant to the FEHA.

10  
11                                   **NINTH CAUSE OF ACTION**  
12                                   **FOR DECLARATORY JUDGMENT**  
13                                   **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

14           131. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 130, inclusive, as  
15 though set forth in full herein.

16           132. Government Code section 12920 sets forth the public policy of the State of California  
17 as follows:

18                   It is hereby declared as the public policy of this state that it is necessary to  
19                   protect and safeguard the right and opportunity of all persons to seek,  
20                   obtain, and hold employment without discrimination or abridgment on  
21                   account of race, religious creed, color, national origin, ancestry, physical  
22                   disability, mental disability, medical condition, genetic information,  
23                   marital status, sex, gender, gender identity, gender expression, age, or  
24                   sexual orientation.

25                   It is recognized that the practice of denying employment opportunity and  
26                   discriminating in the terms of employment for these reasons foments  
27                   domestic strife and unrest, deprives the state of the fullest utilization of its  
28                   capacities for development and advancement, and substantially and  
29                   adversely affects the interests of employees, Defendants, and the public in  
30                   general.

31                   Further, the practice of discrimination because of race, color, religion,  
32                   sex, gender, gender identity, gender expression, sexual orientation,  
33                   marital status, national origin, ancestry, familial status, source of income,  
34                   disability, or genetic information in housing accommodations is declared  
35                   to be against public policy.

1 It is the purpose of this part to provide effective remedies that will  
eliminate these discriminatory practices.

2 This part shall be deemed an exercise of the police power of the state for  
3 the protection of the welfare, health, and peace of the people of this state.

4 133. Government Code section 12920.5 embodies the intent of the California legislature and  
5 states:

6 In order to eliminate discrimination, it is necessary to provide effective  
7 remedies that will both prevent and deter unlawful employment practices  
8 and redress the adverse effects of those practices on aggrieved persons.  
9 To that end, this part shall be deemed an exercise of the Legislature's  
authority pursuant to Section 1 of Article XIV of the California  
Constitution.

10 134. Moreover, Government Code section 12921, subdivision (a) says in pertinent part:

11 The opportunity to seek, obtain, and hold employment without  
12 discrimination because of race, religious creed, color, national origin,  
13 ancestry, physical disability, mental disability, medical condition, genetic  
14 information, marital status, sex, gender, gender identity, gender  
expression, age, or sexual orientation is hereby recognized as and  
declared to be a civil right.

15 135. An actual controversy has arisen and now exists between Plaintiff and DEFENDANTS  
16 concerning their respective rights and duties as it is believed that DEFENDANTS may allege that they  
17 did not discriminate and retaliate against Plaintiff; that Plaintiff was not terminated as a result of  
18 Plaintiff's actual and/or perceived disability, actual and/or perceived medical condition, engagement  
19 in protected activities, and/or some combination of these protected characteristics. Plaintiff contends  
20 that DEFENDANTS did discriminate and retaliate against Plaintiff on the basis of Plaintiff's real and/or  
21 perceived disability and/or medical condition, engagement in protected activities, and/or some  
22 combination of these protected characteristics; and that Plaintiff was retaliated against and, ultimately  
23 wrongfully terminated as a result of Plaintiff's actual and/or perceived medical condition and/or  
24 disability, engagement in protected activities, and/or some combination of these protected  
25 characteristics. Plaintiff is informed and believes, and on that basis alleges, that DEFENDANTS shall  
26 dispute Plaintiff's contentions.

27 136. Pursuant to Code of Civil Procedure section 1060, Plaintiff desires a judicial  
28 determination of Plaintiff's rights and duties, and a declaration that DEFENDANTS harassed Plaintiff

1 on the basis of Plaintiff's actual and/or or perceived disability and/or medical condition, engagement  
2 in protected activities, and/or some combination of these protected characteristics.

3 137. Pursuant to Code of Civil Procedure section 1060, Plaintiff seeks a judicial  
4 determination of Plaintiff's rights and duties, and a declaration that Plaintiff's age, real or perceived  
5 disability and/or medical condition, use of or anticipated use of medical leave, and/or engagement in  
6 protected activities, and/or some combination of these protected characteristics was a substantial  
7 motivating factor in the decision to subject Plaintiff to the aforementioned adverse employment actions.

8 138. A judicial declaration is necessary and appropriate at this time under the circumstances  
9 in order that Plaintiff, for Plaintiff and on behalf of employees in the State of California and in  
10 conformity with the public policy of the State, obtain a judicial declaration of the wrongdoing of  
11 DEFENDANTS and to condemn such discriminatory employment policies or practices prospectively.  
12 *Harris v. City of Santa Monica* (2013) 56 Cal.4th 203.

13 139. A judicial declaration is necessary and appropriate at this time such that DEFENDANTS  
14 may also be aware of their obligations under the law to not engage in discriminatory practices and to  
15 not violate the law in the future.

16 140. Government Code section 12965, subdivision (b), provides that an aggrieved party, such  
17 as the Plaintiff herein, may be awarded reasonable attorney's fees and costs: "In civil actions brought  
18 under this section, the court, in its discretion, may award to the prevailing party, including the  
19 department, reasonable attorney's fees and costs, including expert witness fees." Such fees and costs  
20 expended by an aggrieved party may be awarded for the purpose of redressing, preventing, or deterring  
21 discrimination and harassment.

22  
23 **TENTH CAUSE OF ACTION**  
24 **FOR FAILURE TO PAY WAGES DUE**  
25 **LABOR CODE §§200, 201**

26 **AGAINST ALL EMPLOYERS AND DOES 1 THROUGH 20, INCLUSIVE**

27 141. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as  
28 though set forth in full herein.

1           142. California Labor Code § 200 defines wages as “all amounts for labor performed by  
2 employees of every description, whether the amount is fixed or ascertained by the standard of time, task,  
3 piece, commission basis or other method of calculation.” Moreover, “an employee’s ‘wages’ or  
4 ‘earnings’ are the amount the employer has *offered or promised to pay*, or has paid pursuant to such offer  
5 or promise, as compensation for that employee’s labor.” See *Prachasaisoradej v. Ralphs Grocery Co.,*  
6 *Inc.* (2007) 42 Cal.4th 217, 228 (emphasis original).

7           143. California Labor Code § 201 provides that if an employer discharges an employee, “the  
8 wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202  
9 provides that if an employee quits their job, “his or her wages shall be come due and payable not later  
10 than 72 hours thereafter...”

11           144. During the relevant time period, DEFENDANTS failed to pay Plaintiff the earned and  
12 unpaid wages set forth above, including but not limited to rest period premium wages within seventy-two  
13 (72) hours of their leaving DEFENDANTS’ employ.

14           145. DEFENDANTS’ have committed these acts knowingly and willfully, with the wrongful  
15 and deliberate intention of withholding, deducting and reducing wages owed to Plaintiff for time spent  
16 on compensable work activities. As a proximate result of these violations, DEFENDANTS have damaged  
17 Plaintiff in the amounts set forth herein, and according to proof at trial.

18           146. Plaintiff has been deprived of his rightfully earned compensation as a direct and proximate  
19 result of DEFENDANTS’ failure and refusal to pay said compensation. Plaintiff is entitled to recover  
20 such amounts, plus interest thereon, attorneys’ fees and costs, pursuant to Labor Code § 218.5 and any  
21 other applicable law.

22  
23                                   **ELEVENTH CAUSE OF ACTION**  
24                                   **FOR FAILURE TO PROVIDE REST BREAKS**  
25                                   **LABOR CODE §§226.7, 512**  
26                                   **AGAINST EMPLOYERS AND DOES 1 THROUGH 20, INCLUSIVE**

27           147. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 42, inclusive, as  
28 though set forth in full herein.

1           148. Labor Code section 226.7 and Industrial Welfare Commission wage order no. 4-2001,  
2 section 12, subdivision (D), requires an employer to provide employees with an uninterrupted rest  
3 period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

4           149. Throughout her employment, Plaintiff regularly worked in excess of 7 hours per day,  
5 five days a week and was thereby entitled to take an uninterrupted 30-minute meal period and two 10-  
6 minute rest periods on each day of work.

7           150. DEFENDANTS failed and refused to provide Plaintiff with uninterrupted rest periods.  
8 DEFENDANTS also failed to compensate Plaintiff for missed or uninterrupted rest periods, as required  
9 by Labor Code section 226.7 and the applicable sections of title 8 of the Code of Regulations, section  
10 11040 and Industrial Welfare Commission Order No. 4-2001.

11           151. During the Claim Period, Plaintiff was not permitted and not advised of her right to take  
12 one or more of her paid statutory 10-minute rest periods on which Plaintiff worked for at least five  
13 hours, which was each day she worked, for a total of 212 days. Rather, DEFENDANTS required  
14 Plaintiff clock out whenever she took her statutory 10-minute break, but due to work constraints and  
15 requirements, Plaintiff was not able to take the complete 10-minute break, and DEFENDANTS know  
16 and encouraged the same.

17           152. As alleged therein, Plaintiff is not exempt from the rest break requirements of Industrial  
18 Welfare Commission wage order No. 4-2001. Consequently, Plaintiff is owed one hour of pay at  
19 Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever is greater for each day  
20 that Plaintiff was denied such rest periods, calculated as follows:

21           153. From approximately September 4, 2019 through June 30, 2020, DEFENDANTS failed  
22 to provide Plaintiff with an uninterrupted statutory rest break on approximately 212 separate days.  
23 Consequently, EMPLOYERS owe Plaintiff one hour of pay at \$13.25 for each day, or approximately  
24 \$2,809.00 plus interest thereon, for unpaid rest periods.

25           154. Thus, EMPLOYERS owe Plaintiff a total missed rest period compensation for this  
26 period for approximately \$2,809.00.

27           155. Plaintiff was deprived of her rightfully earned compensation for rest breaks as a direct  
28 and proximate result of DEFENDANTS' failure and refusal to pay said compensation.

1           156. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover  
2 such amounts in the amount according to proof, pursuant to Labor Code section 226.7, subdivision (b)  
3 and Industrial Welfare Commission wage order no. 4-2001, section 12(D), plus interest thereon and  
4 costs of suit.

5  
6                                   **TWELFTH CAUSE OF ACTION**  
7                                   **FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**  
8                                   **LABOR CODE §2802**  
9                                   **AGAINST EMPLOYERS AND DOES 1 THROUGH 20, INCLUSIVE**

10           157. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 42, inclusive, as  
11 though set forth in full herein.

12           158. Pursuant to Labor Code §450(a), “no employer...may compel or coerce any employee...to  
13 patronize his or her employer, or any other person, in the purchase of anything of value.”

14           159. Pursuant to Labor Code §2802(a), “an employer shall indemnify his or her employee for  
15 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of  
16 his or her duties, or of his or her obedience to the directions of the employer.”

17           160. Plaintiff was required by DEFENDANTS to expend Plaintiff’s personal funds because of  
18 the duties required by Defendants, as alleged hereinabove, including but not limited to Plaintiff’s cell  
19 phone expenses for EMPLOYERS’s business purposes.

20           161. Pursuant to Labor Code §2802(a), DEFENDANTS are legally required to reimburse  
21 Plaintiff for all necessary expenditures incurred in the performance of Plaintiff’s duties.

22           162. EMPLOYERS did not provide Plaintiff a business cellphone in the field to use, making  
23 Plaintiff have to use her own personal cell phone which she was never reimbursed for in violation of  
24 Labor Code §§ 2802 and 2804.

25           163. Plaintiff is therefore entitled to reimbursement for usage of her cell phone.

26           164. As a proximate result of the aforementioned violations of Labor Code §§450(a) and  
27 2502(a), Plaintiff is entitled to recover from DEFENDANTS the unpaid balance of all of the necessary  
28 aforementioned expenditures.

165. As a proximate result of the aforementioned violations of Labor Code §§450(a) and 2502(a), Plaintiff has been damaged in an amount according to proof at the time of trial.

166. Pursuant to Labor Code §2802(b), Plaintiff requests that the Court award interest at the same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary expenditure or loss.

167. Pursuant to Labor Code §2802(c), Plaintiff requests that the Court award Plaintiff reasonable attorneys' fees and costs incurred in this action.

**THIRTEENTH CAUSE OF ACTION**

**FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**

**LABOR CODE §§226 ET SEQ.**

**AGAINST EMPLOYERS AND DOES 1 THROUGH 20, INCLUSIVE**

168. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 42, inclusive, as though set forth in full herein.

169. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

170. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

171. At all relevant times, EMPLOYERS failed to provide the Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours

1 and rates in effect during each pay period and the corresponding number of hours worked at each hourly  
2 rate by Plaintiff.

3 172. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

4 173. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,  
5 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in  
6 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled  
7 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating  
8 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting  
9 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,  
10 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at  
11 all, Plaintiff's aforementioned injuries are presumed as a matter of law. Because EMPLOYERS failed  
12 to accurately report Plaintiffs and the Class's correct compensation for rest and meal period premium  
13 wages, they violated §226 by failing to accurately report gross and net wages earned and total hours  
14 worked by Plaintiff.

15 174. Plaintiff was paid on a bi-weekly basis, and therefore EMPLOYERS violated Labor Code  
16 §226 several times during the last year that Plaintiff worked for EMPLOYERS . Consequently,  
17 DEFENDANTS are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory  
18 maximum amount of \$4,000.00, whichever is greater.

19 175. In addition thereto, for EMPLOYERS's violations, EMPLOYERS are penalized \$50.00  
20 for the first violation, and the remainder of which Defendants are penalized \$100.00 each, for a total due  
21 in Labor Code §226.3 penalties of an amount according to proof.

22 176. Based on EMPLOYERS's conduct as alleged herein, EMPLOYERS are liable for  
23 damages and statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code  
24 §226.3, and other applicable provisions, as well as attorneys' fees and costs.

1 **FOURTEENTH CAUSE OF ACTION**

2 **FOR WAITING TIME PENALTIES**

3 **LABOR CODE §§201-203**

4 **AGAINST EMPLOYERS AND DOES 1 THROUGH 20, INCLUSIVE**

5 177. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 42, inclusive, as  
6 though set forth in full herein.

7 178. At all relevant times, DEFENDANTS failed to pay all of the Plaintiff's accrued wages  
8 and other compensation due immediately upon termination or within 72 hours of resignation, as required.  
9 These wages refer to, at a minimum, reimbursement for business expenses and compensation that  
10 Defendants should have paid but did not pay to Plaintiff during the term of Plaintiff's employment and  
11 which were, at the latest, due within the time restraints of Labor Code §§201-203.

12 179. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-  
13 203.

14 180. As a direct and proximate result of DEFENDANTS' willful failure to pay these wages,  
15 Plaintiff is entitled to payment of Plaintiff's retroactive pay, rest periods as previously pleaded herein,  
16 and more than \$3,577.50 in wait time penalties, calculated based on a daily average wage of \$119.25,  
17 times 30 days (i.e., \$119.25 x 30 days).

18 181. Based on DEFENDANTS' conduct as alleged herein, DEFENDANTS are liable for  
19 \$3,577.50 in statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as  
20 attorneys' fees and costs.

21  
22 **FIFTEENTH CAUSE OF ACTION**

23 **FOR PRIVATE ATTORNEY GENERAL ACT**

24 **LABOR CODE §2699**

25 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

26 182. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 181, inclusive, as  
27 though set forth in full herein.  
28

183. Under Labor Code section 2699, Plaintiff, as an aggrieved employee, may bring an action against DEFENDANTS, on behalf of herself and other current or former employees, seeking statutory civil penalties for DEFENDANTS' violations of the California Labor Code.

184. Plaintiff was an aggrieved employee within the meaning of Labor Code sections 2699, subdivision (c) and 2699.3, subdivision (a), as DEFENDANTS have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

185. On October 7, 2020, more than 63 calendar days before filing this Complaint, Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail to DEFENDANTS of the specific provisions of the California Labor Code that DEFENDANTS violated, thereby satisfying the requirements of Labor Code section 2699.3, subdivision (a) by citing the specific provisions of the Labor Code alleged to have been violated, including the facts and theories sufficient to support the alleged violations.

186. Here, Plaintiff's civil action alleges violations of provisions listed in Labor Code §2699.5 and violations of provisions other than those listed in Labor Code §2699.5. As such, Labor Code §2699.3(a) and §2699.3(c) apply to this action.

187. Further, as of the filing of this Complaint, Plaintiffs have not received from DEFENDANTS written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

## PENALTIES

188. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees) and Labor Code §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which

1 a civil penalty is specifically provided), the aggrieved employees seek recovery of all applicable civil  
2 penalties, as follows:

3 a. As applicable, civil penalties under Labor Code §2699(f), for all violations of the  
4 Labor Code except for those for which a civil penalty is specifically provided, in the amount of one  
5 hundred dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two  
6 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation; and

7 b. As applicable, civil penalties under Labor Code §558 (in addition to and entirely  
8 independent and apart from any other penalty provided for in the Labor Code), for violations of Labor  
9 Code §§1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the  
10 aggrieved employee was underpaid, and \$100 for each subsequent violation for each underpaid employee  
11 for each pay period for which the employee was underpaid, with all wages recovered pursuant to Labor  
12 Code §557 paid to the aggrieved employees;

13 c. As applicable, Labor Code §98.6 (in addition to and entirely independent and apart  
14 from any other penalty provided in the Labor Code), for any aggrieved employee who DEFENDANTS  
15 retaliated against for complaining of activity which any aggrieved employee believed to be illegal and  
16 in violation of California law, in the amount of a civil penalty not exceeding \$10,000 for each aggrieved  
17 employee;

18 d. As applicable, Labor Code §204 (in addition to an entirely independent and apart  
19 from any other penalty provided in the Labor Code), for any aggrieved employee who DEFENDANTS  
20 failed to pay all earned wages during employment, in the amount of a civil penalty of \$100 for the initial  
21 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25  
22 percent of the amount unlawfully withheld;

23 e. As applicable, civil penalties under Labor Code §203 (in addition to and entirely  
24 independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee  
25 who was discharged or quit, and was not paid all earned wages at termination in accordance with Labor  
26 Code §§201, 201.1, 201.5, 202, and 205, in the amount of a civil penalty of one day of pay, at the same  
27 rate, for each day that he or she was paid late, until payment was/is made, up to a maximum of thirty  
28 (30) days;

1           f.       As applicable, Labor Code §510 (in addition to and entirely independent and apart  
2 from any other penalty provided in the Labor Code), for any aggrieved employee who DEFENDANTS  
3 failed to pay overtime wages during employment, in the amount of a civil penalty of \$100 for the initial  
4 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25  
5 percent of the amount unlawfully withheld;

6           g.       As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely  
7 independent and apart from any other penalty provided in the Labor Code), for each violation of Labor  
8 Code §§221 and 223, in the amount of \$100 for each aggrieved employee per pay period for each  
9 violation; and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25  
10 percent of the amount unlawfully withheld;

11           h.       As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely  
12 independent and apart from any other civil penalty provided in the Labor Code), for each violation of  
13 Labor Code §226(a), in the amount of \$250 for each aggrieved employee per pay period for each  
14 violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

15           i.       As applicable, Labor Code §227.3 (in addition to and entirely independent and  
16 apart from any other penalty provided in the Labor Code), for any aggrieved employee who did not  
17 receive unused vested vacation in their final check, in the amount of a civil penalty not exceeding  
18 \$10,000 for each aggrieved employee;

19           j.       As applicable, Labor Code §246 (in addition to an entirely independent and apart  
20 from any other penalty provided in the Labor Code), for any aggrieved employee who DEFENDANTS  
21 failed to provide paid sick leave, in the amount of a civil penalty of \$100 for the initial violation, and  
22 \$200 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of the  
23 amount unlawfully withheld;

24           k.       As applicable, civil penalties under Labor Code §1197.1 (in addition to and  
25 entirely independent and apart from any other penalty provided in the Labor Code) for violations of  
26 Labor Code §§ 1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each  
27 pay period the aggrieved employee was intentionally underpaid in addition to an amount sufficient to  
28 recover underpaid wages, and \$250 for each subsequent violation for each underpaid aggrieved

1 employees regardless of whether the initial violation was intentionally committed in addition to an  
2 amount sufficient to recover underpaid wages, with all wages recovered pursuant to Labor Code  
3 §§1197.1;

4 l. As applicable, civil penalties under Labor Code §2802 (in addition to and entirely  
5 independent and apart from any other penalty provided in the Labor Code), for each violation of Labor  
6 Code §2802, in the amount of \$100 for each aggrieved employee per pay period for each violation; and  
7 \$200 for each aggrieved employee per pay period for each subsequent violation;

8 m. As applicable, Labor Code §1102.5 (in addition to and entirely independent and  
9 apart from any other penalty provided in the Labor Code), for any aggrieved employee who  
10 DEFENDANTS retaliated against for complaining of activity which any aggrieved employee believed  
11 to be illegal and in violation of California law, in the amount of a civil penalty not exceeding \$10,000  
12 for each aggrieved employee;

13 n. As applicable, any and all additional applicable civil penalties and sums as  
14 provided by the Labor Code and/or other relevant statutes.

15 189. As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor  
16 Code except for those for which a civil penalty is specifically provided, in the amount of one hundred  
17 dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars  
18 (\$200.00) for each aggrieved employee per pay period for each subsequent violation; and

19 190. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties  
20 obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and  
21 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)  
22 to the aggrieved employees.

23 191. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek  
24 recovery of pre-judgment interest on all amounts recovered herein.

25 192. As a direct and proximate result of DEFENDANTS ' California Labor Code violations as  
26 set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per  
27 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each  
28 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly

1 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly  
2 provide for a penalty, §§203, 210, 225.5, 226.3, 226.7, 510, 512, 558, and 1030.

3 193. Further, Plaintiffs are entitled; to recover reasonable attorneys' fees and costs pursuant to  
4 Labor Code §§2699(g)(1) and any other applicable statute.

5  
6 **SIXTEENTH CAUSE OF ACTION**

7 **FOR UNFAIR COMPETITION**

8 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

9 **AGAINST EMPLOYERS AND DOES 1-20, INCLUSIVE**

10 194. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 181, inclusive, as  
11 though set forth in full herein.

12 195. The court has jurisdiction over this action pursuant to Business and Professions Code  
13 section 17200 et seq., specifically Business and Professions Code section 17203, which provides that  
14 any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in  
15 any court of competent jurisdiction; and the court may make such orders or judgments, including the  
16 appointment of a receiver, as may be necessary to prevent the use or employment by any person of any  
17 practice which constitutes unfair competition, or as may be necessary to restore to any person in interest  
18 any money or property, real or personal, which may have been acquired by means of such unfair  
19 competition; and Business and Professions Code Section 17204, which provides for actions for any  
20 relief pursuant to the Unfair Competition Law to be prosecuted exclusively in a court of competent  
21 jurisdiction by any board, officer, person, corporation or association or by any person acting for the  
22 interests of itself, or its members and that has suffered an injury in fact and lost money or property as  
23 a result of Defendants' conduct.

24 196. EMPLOYERS have engaged in, and continue to engage in the following unlawful,  
25 unfair and/or fraudulent business practices in violation of Section 17200 of the California Business and  
26 Professions Code: discrimination, harassment, retaliation and failure to prevent the same under the  
27 FEHA, related FEHA causes of action, retaliation under the Labor Code, failure to pay wages, failure  
28 to provide and pay premium wages for rest breaks, among other unfair conduct as alleged herein above.

197. As a direct, proximate, and foreseeable result of Defendants' wrongful conduct as alleged above, Defendants' business acts or practices have caused injury to the Plaintiff and the public. Plaintiff is entitled to relief, including full restitution and/or disgorgement of all revenues, earnings, profits, compensation and benefits that may have been obtained by Defendants as a result of such business acts or practices.

198. Plaintiff is informed and believes and based thereon alleges that Defendants' illegal acts as described above are a serious and continuing threat to Plaintiff and the public. If Defendants are allowed to continue their unfair and unlawful acts, Plaintiff and the public will suffer further immediate and irreparable injury, loss and damage. Plaintiff is further informed and believes, and based thereon alleges, that, in the absence of a temporary restraining order and preliminary and permanent injunctions as prayed for below, Defendants will continue to unfairly and unlawfully compete.

## PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff seeks judgment against DEFENDANTS and each of them, in an amount of no less than \$1,000,000, according to proof as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress and loss of earning capacity;

2. For payment of rest break compensation pursuant to Labor Code section 226.7, Industrial Welfare Commission wage order no. 4-2001, section 12 (D), and Code of Regulations, title 8, section 11040 in the amount of no less than \$2,809.00;

3. For statutory penalties or damages pursuant to Labor Code §558 in the amount according to proof;

4. For reimbursement of necessary business expenses pursuant to Labor Code §2802, in the amount according to proof;

5. For damages pursuant to Labor Code §226 in the amount according to proof;

1           6.       For statutory penalties or damages pursuant to Labor Code §226.3 in the amount according  
2 to proof;

3           7.       For waiting time penalties pursuant to Labor Code §§ 201-203 in the amount of no less  
4 than \$3,577.50;

5           8.       For statutory penalties pursuant to Labor Code §2699, subdivision (f), in the amount of no  
6 less than an amount according to proof on Plaintiff's own behalf, and similar amounts on behalf of all of  
7 DEFENDANTS' aggrieved employees, estimated to exceed \$500,000.00;

8           9.       Pursuant to Government Code section 12965, subdivision (b), Plaintiff requests a  
9 reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA, the Labor  
10 Code, Civil Code section 1021.5, and/or any other applicable law;

11          10.      For prejudgment interest on all amounts recovered herein pursuant to Labor Code §218.6,  
12 Labor Code §1194(a), and/or Civil Code §3287;

13          11.      For reasonable attorneys' fees and costs incurred pursuant to Labor Code §2699(g)(1) and  
14 any other applicable statute; and

15          12.      Treble exemplary and punitive damages according to proof;

16          13.      For prejudgment interest on each of the foregoing at the legal rate from the date the  
17 obligation became due through the date of judgment in this matter.

18           **WHEREFORE**, Plaintiff further seeks judgment against DEFENDANTS, and each of them, in  
19 an amount according to proof, as follows:

20          14.      For a declaratory judgment reaffirming Plaintiff's equal standing under the law and  
21 condemning DEFENDANTS' discriminatory practices;

22          15.      For injunctive relief barring DEFENDANTS' discriminatory employment policies and  
23 practices in the future, and restoring Plaintiff to Plaintiff's former position with DEFENDANTS;

24          16.      For punitive damages, pursuant to Civil Code section 3294 in amounts sufficient to punish  
25 DEFENDANTS for the wrongful conduct alleged herein and to deter such conduct in the future;

26          17.      For injunctive relief compelling DEFENDANTS to report to federal and state authorities  
27 wages earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer  
28

1 matching funds, unemployment premiums, social security, Medicare, and workers' compensation  
2 premiums, all this in an amount according to the proof;

3 18. For restitutionary disgorgement of profits garnered as a result of DEFENDANTS'  
4 unlawful conduct, and failure to pay wages and other compensation in accordance with the law;

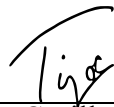
5 19. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor  
6 Code and/or any other basis;

7 20. For post-judgment interest; and

8 21. For any other relief that is just and proper.

9  
10 DATED: June 8, 2021

**GUERRA & CASILLAS LLP**

11  
12 By: 

Tizoc Perez-Casillas, Esq.  
Ruben Guerra, Esq.  
Attorneys for Plaintiff  
ROSA LINDA ROSALES

13  
14  
15  
16  
17 **JURY TRIAL DEMANDED**

18 Plaintiff demands trial of all issues by jury.

19  
20 DATED: June 8, 2021

**GUERRA & CASILLAS LLP**

21  
22 By: 

Tizoc Perez-Casillas, Esq.  
Ruben Guerra, Esq.  
Attorneys for Plaintiff  
ROSA LINDA ROSALES