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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CHRISTOPHER GEARHART, an individual;) Case No.: 21STCV07228
CHRISTOPHER WILLIAMS, an individual;)

Plaintiffs,)

v.)

CABLING SOLUTIONS OF RUTHERFORD)
COUNTY, LLC, a Tennessee limited liability)
company registered to do business in)
California; MATT BROWN, an individual;)
LORI BROWN, an individual; EMBASSY)
SUITES BY HILTON ARCADIA, a business)
entity, form unknown; HILTON SAN)
FRANCISCO FINANCIAL DISTRICT aka)
JUSTICE OPERATING COMPANY, LLC;)
EMBASSY SUITES WALNUT CREEK, a)
business entity form unknown; HAYES)
MANSION SAN JOSE, CURIO)
COLLECTION BY HILTON, a business)
entity form unknown; and DOES 1 – 25,)
inclusive;

FIRST AMENDED COMPLAINT FOR DAMAGES

1. FAILURE TO PAY WAGES (Labor Code § § 204, 210, 510 1194);
2. FAILURE TO PROVIDE MEAL PERIODS;
3. FAILURE TO PROVIDE REST PERIODS;
4. FAILURE TO PROVIDE ACCURATE PAY-STUBS;
5. FAILURE TO TIMELY PAY WAGES;
6. UNFAIR BUSINESS PRACTICES;
7. LABOR CODE § 558 VIOLATIONS;
8. LABOR CODE § 2802 VIOLATIONS.
9. RETALIATION AND WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE § 1102.5 CAL. LABOR CODE §98.6.
10. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY.
11. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
12. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS.

1 Defendants.

2 13. VIOLATION OF CALIFORNIA LABOR
3 CODE § 226(A) BROUGHT UNDER THE
4 LABOR CODE PRIVATE ATTORNEYS
5 GENERAL ACT OF 2004 (CAL. LAB. CODE
6 §2698, ET SEQ.);
7 14. VIOLATION OF CALIFORNIA LABOR
8 CODE §§ 201-203 BROUGHT UNDER THE
9 LABOR CODE PRIVATE ATTORNEYS
10 GENERAL ACT OF 2004 (CAL. LAB. CODE
11 §2698, ET SEQ.);
12 15. VIOLATION OF CALIFORNIA LABOR
13 CODE § 510 BROUGHT UNDER THE LABOR
14 CODE PRIVATE ATTORNEYS GENERAL
15 ACT OF 2004 (CAL. LAB. CODE §2698, ET
16 SEQ.);
17 16. VIOLATION OF CALIFORNIA LABOR
18 CODE § 512 BROUGHT UNDER THE LABOR
19 CODE PRIVATE ATTORNEYS GENERAL
20 ACT OF 2004 (CAL. LAB. CODE §2698, ET
21 SEQ.);
22 17. VIOLATION OF CALIFORNIA LABOR
23 CODE § 226.7 BROUGHT UNDER THE
24 LABOR CODE PRIVATE ATTORNEYS
25 GENERAL ACT OF 2004 (CAL. LAB. CODE
26 §2698, ET SEQ.);
27 18. VIOLATION OF CALIFORNIA LABOR
28 CODE § 2802 BROUGHT UNDER THE
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB. CODE
§2698, ET SEQ.);
19. VIOLATION OF CALIFORNIA LABOR
CODE §§ 558 AND 1198 BROUGHT UNDER
THE LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB. CODE
§2698, ET SEQ.); AND
20. VIOLATION OF CALIFORNIA LABOR
CODE § 1102.5 CAL. LABOR CODE §98.6
BROUGHT UNDER THE LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT OF
2004 (CAL. LAB. CODE §2698, ET SEQ.); AND

DEMAND FOR JURY TRIAL

Plaintiffs Christopher Gearhart and Christopher Williams alleges:

PARTIES & JURISDICTION

1. Defendant Cabling Solutions of Rutherford County, LLC (“Cabling Solutions”) is a Tennessee limited liability company, registered to do business in California, California Secretary of State Number 201416910162, and does business throughout the State of California including in (but not limited

1 to) the County of Los Angeles. The unlawful employment practices complained of herein occurred
2 throughout the State of California including in (but not limited to) Los Angeles County.

3 2. Upon information and belief, Plaintiffs allege that Defendant Matt Brown is a resident of
4 Tennessee and is an owner and managing member of Cabling Solutions. Defendant Matt Brown acted on
5 behalf of Cabling Solutions and violated, and caused to be violated, California laws regulating minimum
6 wages and hours and days of work and is thus liable as for such violations.

7 3. Upon information and belief, Plaintiffs allege that Defendant Lori Brown is a resident of
8 Tennessee and is an owner and managing member of Cabling Solutions. Defendant Lori Brown acted on
9 behalf of Cabling Solutions and violated, and caused to be violated, California laws regulating minimum
10 wages and hours and days of work and is thus liable as for such violations.

11 4. Defendant Embassy Suites By Hilton, Arcadia, is a business entity, form unknown, doing
12 business in Los Angeles County, California. Plaintiffs worked at Defendant Embassy Suites by Hilton
13 Arcadia within the applicable statute of limitation. Defendant Embassy Suites by Hilton Arcadia employed
14 and exercised control over Plaintiffs wages, hours, and working conditions.

15 5. Defendant Hilton San Francisco Financial District aka Justice Operating Company, LLC,
16 is a business entity, form unknown, doing business in San Francisco County, California. Plaintiffs worked
17 at Defendant Hilton San Francisco Financial District within the applicable statute of limitation. Defendant
18 Hilton San Francisco Financial District employed and exercised control over Plaintiff's wages, hours, and
19 working conditions.

20 6. Defendant Embassy Suites Walnut Creek s a business entity, form unknown, doing
21 business in Contra Costa County, California. Plaintiffs worked at Defendant Embassy Suites Walnut Creek
22 within the applicable statute of limitation. Defendant Embassy Suites Walnut Creek employed and
23 exercised control over Plaintiff's wages, hours, and working conditions.

24 7. Defendant Hayes Mansion San Jose, Curio Collection by Hilton is a business entity, form
25 unknown, doing business in San Jose County, California. Plaintiffs worked at Defendant Hayes Mansion
26 San Jose, Curio Collection by Hilton within the applicable statute of limitation. Defendant Hayes Mansion
27 San Jose, Curio Collection by Hilton employed and exercised control over Plaintiffs wages, hours, and
28 working conditions.

1 8. Defendants DOES 1-25, inclusive, at all relevant times mentioned, were either business
2 entities of unknown form doing business in the State of California and in the County of Los Angeles, and
3 were affiliates, parents, subsidiaries, joint venturers, partners, members, fictitious business names, or were
4 otherwise affiliated with Defendants or alternatively were individuals residing in the County of Los Angeles,
5 State of California, and were employees, supervisors, officers, directors, owners, and/or managing agents of
6 the named defendants. Plaintiff is unaware of the true names of these defendants and therefore sues them by
7 such fictitious names. Plaintiffs will amend this Complaint to allege their true names and capacities when
8 ascertained. Plaintiffs is informed and believes and thereon alleges that each of these fictitiously named
9 defendants is responsible in some manner for the occurrences alleged herein, and that Plaintiffs injuries and
10 damages as alleged herein were caused by the aforementioned defendants

11 9. Plaintiffs are informed and believes and based thereon alleges that each of the Defendants
12 named herein was, at all times relevant to this action, the agent, employee, representative, partner, managing
13 member, joint employer, or joint venturer of the remaining Defendants and was acting in the course and scope
14 of that relationship. Plaintiffs are further informed and believes, and based thereon alleges, that each of the
15 Defendants named herein gave consent to, ratified, and/or authorized the acts alleged herein to each of the
16 remaining Defendants.

17 10. Plaintiffs are informed and believes and based thereon alleges that at all times mentioned herein
18 there existed a unity and identity of interest and ownership between all Defendants, such that any individuality
19 and separateness between them have ceased. Each of the defendants is the alter ego of the other in that, *inter alia*,
20 each is or was composed of the same or practically the same principals, the assets of the entities have been
21 transferred and combined between the entities, and they carry on the same business.

22 11. Plaintiffs are also informed and believes and based thereon alleges that adherence to the fiction
23 of the separate existence of the defendants as distinct from one another would permit an abuse of the corporate
24 privilege and would promote injustice in that it would permit these entities to evade their legal obligations.

25 12. The individual defendants, Defendants Matt and Lori Brown (and unknown DOE
26 defendants) are personally liable for some, or all, of the claims alleged in this Complaint pursuant
27 to Labor Code Section 558.1.

28 13. The amount in controversy herein, exclusive of interest, attorneys' fees, and costs,
exceeds \$25,000.00.

14. Within the four (4) years immediately preceding the filing of this Complaint and at all relevant times, Plaintiffs were employed by Defendants, and each of them.

FIRST CAUSE OF ACTION

(Failure to Pay Wages, Labor Code Sections 204, 210, 510 1194;

Plaintiffs Against All Defendants)

15. Plaintiffs hereby incorporates by this reference each and every preceding paragraph of this Complaint as if fully set forth herein.

16. Pursuant to Section 1194 of the California Labor Code, Plaintiffs may bring a civil action for overtime wages directly against the employer in their own names without first filing claims with the Division of Labor Standards Enforcement. Further, such private actions have the support and approval of the Division of Labor Standards Enforcement.

17. Pursuant to Sections 510 and 1194 of the California Labor Code, among other applicable sections, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the applicable Industrial Welfare Commission Wage Orders. It is likewise unlawful to employ a person and fail to pay him for hours worked.

18. During and throughout the course of Plaintiffs employment, Plaintiffs worked hours for which they received no compensation. Moreover, during and throughout the course of Plaintiffs employment, Plaintiffs worked in excess of eight hours in a day.

19. Defendants, and each of them, failed and refused to properly compensate.

20. Under the provisions of California's Labor Code and the applicable Wage Orders issued by the Industrial Welfare Commission of California, Plaintiffs should have received compensation for all hours worked and overtime wages in a sum according to proof for the hours worked beyond eight in a day / 40 in a week.

21. Defendants cannot provide accurate records because they have failed and refused to pay Plaintiffs the amounts owed and to keep accurate records in violation of Sections 226 and 1174 of the California Labor Code.

22. Plaintiffs requests recovery of compensation according to proof, plus penalties, interest, attorneys' fees and costs pursuant to Sections 218.5, 226, 510, 558, 1194, and 1197.1 of the California

1 Labor Code, the relevant California Industrial Welfare Commission Wage Orders, or any other statutory,
2 regulatory, or common law authority, as well as the assessment of any other statutory penalties against
3 Defendants, in a sum as provided by the California Labor Code and other applicable California statutes and
4 regulations.

5 23. The pattern, practice and uniform administration of corporate policy regarding illegal
6 employee compensation as described herein is unlawful, and Plaintiffs are entitled to recover in a civil action
7 for the unpaid balance of the full amount of the overtime premiums owing, including interest thereon,
8 penalties, reasonable attorneys' fees and costs of suit according to the mandate of the California Labor
9 Code.

10 **SECOND CAUSE OF ACTION**

11 **(Violation of California Labor Code Section 226.7 – Failure to Provide Meal** 12 **Periods; Plaintiffs Against All Defendants)**

13 24. Plaintiffs hereby incorporates by this reference each and every preceding
14 paragraph of this Complaint as if fully set forth herein.

15 25. At all times herein mentioned, Plaintiffs were both non-exempt employees and subject to the
16 “meal period” provisions of the Labor Code, Wage Orders, and Code of Regulations. No valid legal or
17 applicable exception to the meal break requirement existed to allow Defendants to avoid providing Plaintiffs
18 with regular meal breaks as required by the Labor Code.

19 26. Defendants failed to allow Plaintiffs to take 30-minute meal periods, uninterrupted, during
20 which he was relieved of all duties, for every five hours worked. Defendants denied such meal periods and
21 Defendants' agents and management were well aware that meal periods were being denied.

22 27. Plaintiffs' requests relief pursuant to California Labor Code Section 226.7(b) which provides
23 for one hour of additional pay at the employee's regular rate of pay for each work day the meal break is not
24 provided. Plaintiffs demands all applicable reimbursement and penalties for their lost meal breaks, including
25 an hour of compensation due under the Labor Code.

26 28. The individual Defendants are personally liable pursuant to Labor Code Sections 558 and
27 558.1.
28

THIRD CAUSE OF ACTION

1 **(Violation of California Labor Code Section 226.7 - Failure to Provide Rest Periods;**
2 **Plaintiffs Against All Defendants)**

3 29. Plaintiffs hereby incorporates by this reference each and every preceding
4 paragraph of this Complaint as if fully set forth herein

5 30. At all times herein mentioned, Plaintiffs were non-exempt employees and subject to the
6 “rest period” provisions of the Labor Code, Wage Orders, and Code of Regulations. No valid legal or
7 applicable exception to the rest period requirement existed to allow Defendants to avoid providing
8 Plaintiffs with regular rest period(s) as required by the Labor Code, Wage Orders and/or
9 regulations

10 31. Defendants failed to allow Plaintiffs to take rest periods during every four-hour
11 period worked, or major fraction thereof. The law requires that non-exempt employees be
12 allowed a 10-minute break during every four-hour work period, or major fraction thereof. The
13 prescribed break should be allowed, as close to the middle of the four-hour period as possible,
14 according to the Industrial Welfare Commission Wage Order. Thus, Plaintiffs should have been
15 afforded 10-minute breaks at approximately the two-hour point of each four-hour work period.
16 Defendants denied them such breaks and Defendants were aware that rest periods were being
17 denied to Plaintiffs. Plaintiffs regularly worked four-hour shifts or longer without receiving the
18 required 10-minute breaks pursuant to the Labor Code and the applicable wage order. Wages
19 are due to Plaintiffs to compensate for the “rest periods” that were denied under applicable laws,
20 rules, requirements, and regulations. In addition, both Plaintiffs are entitled to recover interest on
21 the unpaid rest period wages due
22

23 32. Plaintiffs' requests relief pursuant to California Labor Code Section 226.7(b)
24 which provides for one hour of additional pay at the employees regular rate of pay for each work
25 day the rest period(s) is not provided.

26 33. The individual Defendants are personally liable pursuant to Labor Code Sections 558 and
27 558.1.

28 **FOURTH CAUSE OF ACTION**
(Failure to Provide Properly Itemized Wage Statements in

Violation of the California Labor Code; Plaintiffs Against All Defendants)

34. Plaintiffs hereby incorporates by this reference each and every preceding paragraph of this as if fully set forth herein.

35. Labor Code Section 226(a) states, in part, that “[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission....(5) net wages earned... (8) the name and address of the legal entity that is the employer ...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

36. Labor Code Section 226(e)(1) states that, “[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) 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 to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.”

37. Further, Labor Code Section 226.3 states, in part, as follows: “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

38. Wage statements provided by Defendants to Plaintiffs were not accurate. The pay stubs that were provided to Plaintiffs did not include the overtime wages earned by Plaintiffs, the

1 number of hours Plaintiffs worked at overtime hourly rates. The wage statements further failed
2 to accurately reflect the actual hours Plaintiffs worked. Consequently, Defendants' failure to
3 provide accurate pay stubs violated Labor Code Section 226(a).

4 39. The individual Defendants are personally liable pursuant to Labor Code Sections 558 and
5 558.1.

6 40. Defendants knowingly and intentionally failed to comply with Labor Code Section
7 226(a), as delineated above. Accordingly, Defendants are liable for damages owed to Plaintiffs,
8 as specified in Labor Code Section 226(e)(1) and are additionally responsible for the payment of
9 civil penalties as provided for in Labor Code Section 226.3.

10 **FIFTH CAUSE OF ACTION**

11 **(Failure to Timely Pay Wages in Violation of California Labor Code Sections 204, 2014; 12 Plaintiffs against Defendants)**

13 41. Plaintiffs hereby incorporates by this reference each and every preceding
14 paragraph of this as if fully set forth herein.

15 42. Pursuant to Labor Code Section 204(a): "[a]ll wages, other than those mentioned
16 in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
17 payable twice during each calendar month on days designated in advance by the employer as the
18 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month
19 shall be paid for between the 16th and 26th day of the month during which the labor was performed,
20 and labor performed between the 16th and the last day, inclusive of any calendar month, shall be
21 paid for between the 1st and 10th day of the following month."

22 43. Defendants failed to pay Plaintiffs on their pre-determined paydays and/or as
23 required by law, for all labor performed on behalf of Defendants.

24 44. Accordingly, Defendants must pay penalties pursuant to Labor Code Section 210
25 as follows: for any initial violation, one hundred (\$100) for each failure to pay each employee
26 for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
27 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.
28

SIXTH CAUSE OF ACTION

**(Unlawful and Unfair Business Acts and Practices in Violation of California
Business & Professions Code Section 17200, et seq.; Plaintiffs against Defendants)**

45. Plaintiffs hereby incorporates by reference and re-alleges each and every preceding paragraph of this Complaint as if set forth fully herein.

46. The acts, omissions, and practices of Defendants as alleged herein constitute unlawful and unfair business acts and practices within the meaning of Section 17200, et seq. of the California Business & Professions Code.

47. Defendants have engaged in “unlawful” business acts and practices by their failure to pay compensation properly, their failure to provide required meal and rest periods without premium wages therefore, and by their failure to provide properly itemized wage statements, all in violation of the statutes and regulations referenced herein above.

48. Plaintiffs reserves the right to allege other violations of law that constitute unlawful acts or practices.

49. Defendants have also engaged in “unfair” business acts or practices in that the harm caused by Defendants’ wrongful conduct alleged above outweighs the utility of such conduct and such conduct offends public policy, is immoral, unscrupulous, unethical, deceitful and offensive, causes substantial injury to Plaintiffs and provides Defendants with an unfair competitive advantage over those employers that abide by the law, properly pay overtime wages, properly provide required meal and rest periods or wages in lieu thereof; and provide properly itemized wage statements in accordance with the law.

50. As a result of the conduct described above, Defendants have been and will be unjustly enriched at the expense of Plaintiffs. Specifically, Defendants have been unjustly enriched by the retention of a significant sum of dollars in wages earned and wrongfully withheld from Plaintiffs.

51. Defendants have not compensated Plaintiffs properly and according to California law. Defendants have not provided full restitution and disgorgement of all ill-gotten monies either acquired or retained by them as a result thereof, thereby depriving Plaintiffs the minimum working conditions and standards due them under California Labor Laws and Industrial Welfare Commission Wage Orders.

1 52. Pursuant to Section 17203 of the California Business & Professions Code,
2 Plaintiffs seeks an order of this Court requiring Defendants to disgorge all ill-gotten gains and
3 awarding Plaintiffs full restitution of all monies wrongfully acquired by Defendants by means of
4 such “unlawful” and “unfair” conduct, plus interest and attorneys’ fees pursuant to, *inter alia*,
5 Section 1021.5 of the California Code of Civil Procedure, so as to restore any and all monies to
6 Plaintiffs and the general public which were acquired and obtained by means of such “unlawful”
7 and “unfair” conduct, and which ill-gotten gains are still retained by Defendants. Plaintiffs
8 additionally request that such funds be impounded by the Court or that an asset freeze or
9 constructive trust be imposed upon such revenues and profits to avoid dissipation and/or
10 fraudulent transfers or concealment of such monies by Defendants. Plaintiffs may be irreparably
11 harmed and/or denied an effective and complete remedy if such an order is not granted.

12 53. Pursuant to Section 17203 of the California Business & Professions Code,
13 Plaintiffs seek an order of this Court for equitable and/or injunctive relief in the form of requiring
14 Defendants to correct its illegal conduct, provide overtime compensation, provide required meal
15 and rest periods or premium wages in lieu thereof, to provide properly itemized wage statements,
16 to keep accurate records of time worked, and to insure the payment of earned wages henceforth.

17
18
19 **SEVENTH CAUSE OF ACTION**

20 **(Labor Code Section 558 Penalties – Failure to Properly Pay Wages;**
21 **Plaintiffs Against All Defendants)**

22 54. Plaintiffs hereby incorporates by reference and re-alleges each and every
23 preceding paragraph of this Complaint as if set forth fully herein.

24 55. Labor Code Section 558 states that “[a]ny employer or other person acting on
25 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
26 provision regulating hours and days of work in any order of the Industrial Welfare Commission
27 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50.00)
28 for each underpaid employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation,
one hundred dollars (\$100.00) for each underpaid employee for each pay period for which the

1 employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3)
2 Wages recovered pursuant to this section shall be paid to the affected employee.” The Section
3 goes on to state that “[t]he civil penalties provided for in this section are in addition to any other
4 civil or criminal penalty provided by law.”

5 56. All Defendants, including the individually named defendants, who violated or
6 caused to be violated Labor Code Sections and Wage Orders requiring payment of wages, the
7 provision of meal and rest periods and payment of associated premiums, are liable to Plaintiffs.
8 Accordingly, Plaintiffs are entitled to recovery of penalties as described immediately above
9 against all Defendants, including the individually named defendants, named in this Complaint.

10 **EIGHTH CAUSE OF ACTION**

11 **(Labor Code Section 2802 – Failure to Indemnify; Plaintiffs Against All Defendants)**

12 57. Plaintiffs hereby incorporates by reference and re-alleges each and every
13 preceding paragraph of this Complaint as if set forth fully herein.

14 58. Throughout Plaintiffs employment, Defendants failed to indemnify Plaintiffs for
15 all necessary expenditures and losses incurred by Plaintiffs in direct consequence of the discharge
16 of their duties. Pursuant to California Labor Code Section 2802, an employer shall indemnify its’
17 employees for all necessary expenditures incurred by the employee in direct consequence of the
18 discharge of their duties plus attorney fees.

19 59. In addition to attorney fees, pursuant to section 2802 (c), Defendants are also
20 required to pay interest which “shall accrue from the date on which the employee incurred the
21 necessary expenditure or loss”.

22 **NINTH CAUSE OF ACTION**

23 **Wrongful Termination in Violation of Labor Code §§ 98.6, 1102.5**

24 **(Cal. Lab. Code §§§ 98.6, 1102.5; Plaintiffs against all** 25 **Defendants)**

26 60. Plaintiffs incorporate by reference and reallege the above paragraphs as though set
27 forth fully herein.
28

1 61. At all relevant times, Labor Code section 1102.5 was in effect and was binding on
2 Defendants. This statute prohibits Defendants from retaliating against any employee,
3 including Plaintiffs, for raising complaints of illegality. Plaintiffs raised complaints of
4 illegality pertaining to Defendants requiring Plaintiffs to sign an unlawful covid-19 waiver
5 and refusal to pay Plaintiffs their earned wages. Retaliation for lawful activity is illegal
6 and against the public policy of the State of California, including but not limited to the
7 provisions of the Cal. Labor Code and the Constitution of the State of California.

8 62. Plaintiffs both complained about alleged unlawful activity, refused to sign the
9 unlawful covid-19 waiver, asked for their owed wages and were terminated.

10 63. Plaintiffs were retaliated against and terminated for refusing to sign an unlawful
11 covid-19 waiver and asking for their earned and proper wages in violation of Cal. Labor
12 Code §§ 1102.5 and 98.6 (a) and for reporting suspected unlawful conduct.

13 64. In engaging in the conduct set forth above, Defendants illegally terminated
14 Plaintiffs employment.

15 65. As a direct, foreseeable, and proximate result of Defendants' conduct as alleged
16 herein, Plaintiffs have suffered and will continue to suffer actual damages, including lost
17 earnings and other employment benefits, in a sum in excess of the jurisdictional limit of
18 this Court, the exact amount of which is not yet known, which amount will be proved at
19 the time of trial.

20 66. As a further direct, foreseeable, and proximate result of said wrongful acts and
21 failures to act by Defendants, Plaintiffs have suffered and will continue to suffer
22 substantial emotional distress, and will incur other incidental and consequential damages
23 and losses, all in an amount to be proven at time of trial. Plaintiffs' claims such amounts
24 as damages together with prejudgment interest pursuant to any provision of law providing
25 for prejudgment interest.

26 67. As a further direct and proximate result of Defendants' retaliatory and wrongful
27 actions against Plaintiffs as alleged herein, Plaintiffs suffered special damages that
28 include, without limitation, the loss of wages, salary, benefits, and/or additional amounts

1 of money she would have received but for Defendants' retaliatory actions as alleged
2 herein. Plaintiffs also continues to suffer the intangible loss of such employment-related
3 opportunities as, including without limitation, experience in the position they held and
4 advancement opportunities.

5 68. As a further direct, foreseeable, and proximate result of said wrongful acts and
6 failures to act by defendants, Plaintiffs has suffered and will continue to suffer
7 humiliation, shame, despair, embarrassment, depression, and mental pain and anguish, all
8 to Plaintiffs damage in an amount to be proven at time of trial.

9 69. The aforementioned acts were carried out by Defendants in a malicious, willful
10 and oppressive manner with the intent to injure and damage Plaintiffs, entitling Plaintiffs
11 to recover exemplary damages from Defendants under Cal. Civil Code § 3294.
12 Defendants' decision to terminate Plaintiffs in violation of public policy was done with
13 intent to injure Plaintiffs and with the intent to prevent the exercise of their statutory rights
14 and obligations. Defendants' officers, directors, and managerial and supervisory
15 employees participated in the unlawful conduct as alleged above or had actual knowledge
16 that the above-alleged conduct was unlawful and nevertheless authorized and/or ratified
17 the practices with conscious disregard of the rights and safety of Plaintiffs.

18 70. As a proximate result of Defendants' willful, knowing, and intentional violations
19 of Labor Code section 1102.5, Plaintiffs have suffered and continues to suffer humiliation,
20 emotional distress, and mental and physical pain and anguish, all to their damage in a sum
21 according to proof.

22 71. As a result of Defendants' adverse employment actions against Plaintiffs,
23 Plaintiffs have suffered general and special damages in sums according to proof.

24 72. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
25 despicable, and oppressive manner, entitling Plaintiffs to punitive damages against
26 Defendants.
27
28

1 73. Plaintiffs have incurred and continues to incur legal expenses and attorneys' fees.
2 Pursuant to Code of Civil Procedure sections 1021.5 and 1032, et seq., Plaintiffs are
3 entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

4 **TENTH CAUSE OF ACTION**

5 **(Wrongful Termination in Violation of Public Policy; Plaintiffs Against All**
6 **Defendants)**

7 74. Plaintiffs incorporates by reference and reallege the above paragraphs as though
8 set forth fully herein.

9 75. This cause of action arises under the public policies of the State of California and
10 the United States, and Defendants' retaliation against Plaintiffs and ultimate termination
11 of their employment was in violation of such public policies, including those set forth in
12 statutes and regulations prohibiting discrimination, harassment and retaliation or
13 complaints about violations of the FEHA and/or Labor Code, including, but not limited to
14 statutes and regulations prohibiting employers from discriminating/harassing/retaliating
15 employees who seek a safe work environment, seek to be free from harassment in the
16 workplace, to sick pay/accrual time and for timely payment of wages and to have
17 complaints thereto properly addressed by the employer.

18 76. As a direct and proximate result of Defendants' conduct as set forth above,
19 Plaintiffs emotional well-being has substantially suffered and will continue to suffer;
20 Plaintiffs have experienced and continues to experience severe emotional distress, in an
21 amount to be proven at trial. Plaintiffs alleges that they have and will continue to suffer
22 substantial losses in earnings, other employment opportunities, employment benefits and
23 other damages, the precise amounts to be proven at trial.

24 77. Defendants' conduct as described herein was malicious and oppressive and done
25 with a conscious disregard of Plaintiffs rights. Defendants' acts were designed to
26 humiliate and oppress Plaintiffs; and they had that effect. Defendants' condoned, ratified
27 and encouraged the unlawful conduct. Thus, Plaintiffs are entitled to punitive damages
28 against Defendants under Civil Code Section §3294.

1 **ELEVENTH CAUSE OF ACTION**

2 **(Intentional Infliction of Emotional Distress; Plaintiffs Against All Defendants)**

3 78. Plaintiffs alleges and incorporates herein by this reference each and every
4 allegation set forth in all previous paragraphs of the Complaint.

5 79. Defendants engaged in retaliation against Plaintiffs, and aided and abetted each
6 other in engaging in illegal retaliation thereby subjecting Plaintiffs to the intentional
7 infliction of emotional distress caused by such retaliation in violation of Government
8 Code § 12940.

9 80. Defendants failed to take immediate and appropriate remedial action to respond to
10 Plaintiffs complaints of unlawful business practices. Instead, Defendants ignored
11 Plaintiffs request that the behavior be dealt with and allowed Plaintiffs to be subjected to
12 retaliatory action.

13 81. The acts of Defendants as described herein were extreme and outrageous and an
14 abuse of the authority and position of Defendants, and each of them. Such conduct was
15 intended to cause severe emotional distress, or was done with conscious disregard for the
16 probability of causing such distress. Such conduct exceeded the inherent risks of
17 employment and was not the sort of conduct normally expected to occur in the workplace.
18 Defendants and its employees abused their positions of authority toward Plaintiffs, and
19 engaged in conduct intended to humiliate Plaintiffs and convey the message that they were
20 powerless to defend their rights.

21 82. As a proximate result of the aforementioned acts, Plaintiffs have suffered
22 embarrassment, anxiety, humiliation, serious mental anguish, and emotional and physical
23 distress. Plaintiffs will continue to suffer damages in a sum that exceeds the jurisdictional
24 limits of this court, but is yet to be ascertained. Plaintiffs will either seek leave to amend
25 this Complaint upon ascertaining such information, or will prove the same at the time of
26 trial.

27 83. As more fully set forth above, the acts of Defendants were intentional, malicious,
28 wanton, oppressive, and fraudulent, with conscious disregard for Plaintiffs rights and with

1 the intent to vex, injure, punish, and annoy Plaintiffs so as to cause the injuries sustained
2 by Plaintiffs, within the meaning of Civil Code § 3294. Plaintiffs are therefore entitled to
3 punitive or exemplary damages in an amount sufficient to punish and make an example
4 out of Defendants.

5 **TWELFTH CAUSE OF ACTION**

6 **(Negligent Infliction of Emotional Distress; Plaintiffs Against All Defendants)**

7 84. Each of the above paragraphs contained in this Complaint is hereby incorporated
8 by reference at this point as if set forth herein full at length.

9 85. In carrying out the above conduct, Defendants, and their employees and agents,
10 breached the duty owed to Plaintiffs to provide a workplace free from discrimination,
11 harassment, and retaliation, and abused their positions of authority towards Plaintiffs.
12 Said conduct exceeded the inherent risks of employment and was not the sort of conduct
13 normally expected to occur in the workplace.

14 86. Defendants, and their employees and agents knew, or should have known that the
15 above conduct would cause Plaintiffs serious emotional distress. As a proximate result of
16 Defendants negligent conduct, Plaintiffs suffered and will continue to suffer extreme
17 humiliation, embarrassment, anxiety, mental anguish, and emotional distress in an amount
18 according to proof.

19 **THIRTEENTH CAUSE OF ACTION**

20 **RELIEF FOR VIOLATION OF CALIFORNIA LABOR CODE § 226(a)**
21 **BROUGHT UNDER THE PAGA**

22 (By Plaintiffs as a Private Attorney General Against All Defendants)

23 87. Plaintiffs incorporates by reference and realleges each and every allegation
24 contained above as though fully set forth herein.

25 88. California Labor Code § 226(a) sets forth reporting requirements for employers
26 when they pay wages:

27 Every employer shall ... at the time of each payment of wages, furnish each of his or her
28 employees ... an accurate itemized statement in writing showing (1) gross wages earned,

1 (2) total hours worked by the employee, except for any employee whose compensation is
2 solely based on a salary and who is exempt from payment of overtime under subdivision
3 (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the
4 number of piece-rate units earned and any applicable piece-rate if the employee is paid on
5 a piece-rate basis, (4) all deductions, provided that all deductions made on written orders
6 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
7 inclusive dates of the period for which the employee is paid, (7) the name of the employee
8 and his or her social security number, except that by January 1, 2008, only the last four
9 digits of his or her social security number or an employee identification number other than
10 a social security number may be shown on the itemized statement, (8) the name and
11 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
12 during the pay period and the corresponding number of hours worked at each hourly rate
13 by the employee. The deductions made from payments of wages shall be recorded in ink
14 or other indelible form, properly dated, showing the month, day, and year, and a copy of
15 the statement or a record of the deductions shall be kept on file by the employer for at
16 least three years at the place of employment or at a central location within the State of
17 California.
18

19 89. During the year preceding the filing of the original complaint through the present,
20 the itemized wage statements that Defendants provided to its current and former
21 employees in California did not meet the requirements of California Labor Code § 226(a)
22 by failing to: (1) report total hours worked; and (2) include all applicable hourly rates in
23 effect during the pay period and the corresponding number of hours worked at each hourly
24 rate by the employee all in violation of California Labor Code §§ 226(a). A violation of
25 California Labor Code § 226(a) gives rise to private right of action under PAGA.

26 90. Plaintiffs seeks civil penalties for Defendants violations of California Labor Code
27 § 226(a) under California Labor Code § 226.3 to the extent that it provides for such
28 penalties. In the alternative, Plaintiffs seeks civil penalties for Defendants violations of
Section 226(a) under California Labor Code § 2699(f)(2).

1 91. Plaintiffs request penalties against Defendants for its violation of California Labor
2 Code § 226(a) as provided under PAGA, plus reasonable attorneys' fees and costs, in
3 amounts to be proved at trial.

4 **FOURTEENTH CAUSE OF ACTION**

5 RELIEF FOR VIOLATION CALIFORNIA LABOR CODE §§ 201-203 BROUGHT
6 UNDER THE PAGA

7 (By Plaintiffs as a Private Attorney General Against All Defendants)

8 92. Plaintiffs incorporates by reference and realleges each and every allegation
9 contained above as though fully set forth herein.

10 93. California Labor Code §§ 201 and 202 set forth the timing requirements for the
11 payment of wages due upon an employee's separation of employment. California Labor
12 Code § 203 furthermore provides that a waiting time penalty must be paid should the
13 timing requirements in California Labor Code §§ 201 or 202 not be complied with.

14 94. Because it failed to pay proper minimum and overtime wages to its former
15 employees in California, Defendants did not pay its former employees in California all
16 wages due upon separation of employment and by the times set forth in Sections 201 or
17 202 as applicable.

18 95. Plaintiffs seeks civil penalties for these violations of California Labor Code §§
19 201-203, including under California Labor Code § 256.

20 96. Plaintiffs requests penalties against Defendants for its violation of California
21 Labor Code §§ 201-203 as provided under PAGA, plus reasonable attorneys' fees and
22 costs, in amounts to be proved at trial.

23 **FIFTEENTH CAUSE OF ACTION**

24 RELIEF FOR VIOLATION OF CALIFORNIA LABOR CODE § 510 BROUGHT
25 UNDER THE PAGA

26 (By Plaintiffs as a Private Attorney General Against All Defendants)

27 97. Plaintiffs incorporates by reference and realleges each and every allegation
28 contained above as though fully set forth herein.

1 98. During the year preceding the filing of the original complaint through the present,
2 Defendants failed to pay required overtime compensation to its current and former
3 employees in California as required by California Labor Code § 510. Specifically,
4 Defendants failed to compensate its other current and former employees in California
5 overtime compensation for all hours worked in excess of eight (8) in a day or forty (40)
6 in a week.

7 99. Plaintiffs seeks civil penalties under California Labor Code § 2699(f)(2) against
8 Defendants for its violation of California Labor Code § 510 as provided under PAGA,
9 plus reasonable attorneys' fees and costs, in amounts to be proved at trial.

10 **SIXTEENTH CAUSE OF ACTION**

11 RELIEF FOR VIOLATION OF CALIFORNIA LABOR CODE § 512 BROUGHT
12 UNDER THE PAGA

13 (By Plaintiffs as a Private Attorney General Against All Defendants)

14 100. Plaintiffs incorporates by reference and realleges each and every allegation
15 contained above as though fully set forth herein.

16 101. California Labor Code § 512 provides that no employer shall employ an employee
17 for a work period of more than five (5) hours without providing a meal break of not less
18 than thirty (30) minutes in which the employee is relieved of all of his or her duties. An
19 employer may not employ an employee for a work period of more than 10 hours per day
20 without providing the employee with a second meal period of not less than 30 minutes,
21 except that if the total hours worked is no more than 12 hours, the second meal period
22 may be waived by mutual consent of the employer and the employee only if the first meal
23 period was not waived.

24 102. During the year preceding the filing of the original complaint through the present,
25 Defendants failed to provide required meal periods to its current and former employees in
26 California. By failing to provide these required meal periods to its current and former
27 employees in California, Defendants violated California Labor Code § 512.
28

1 103. Plaintiffs seeks civil penalties under California Labor Code § 2699(f)(2) against
2 Defendants for its violation of California Labor Code § 512 as provided under PAGA,
3 plus reasonable attorneys' fees and costs, in amounts to be proved at trial.

4 **SEVENTEENTH CAUSE OF ACTION**

5 RELIEF FOR VIOLATION OF CALIFORNIA LABOR CODE § 226.7 BROUGHT
6 UNDER THE PAGA

7 (By Plaintiffs as a Private Attorney General Against All Defendants)

8 104. Plaintiffs incorporates by reference and realleges each and every allegation
9 contained above as though fully set forth herein.

10 105. California Labor Code § 226.7 provides in pertinent part that "[n]o employer shall
11 require any employee to work during any rest period mandated by an applicable order of
12 the Industrial Welfare Commission."

13 106. During the year preceding the filing of the original complaint through the present,
14 Defendants failed to provide required rest periods to its current and former employees in
15 California.

16 107. By failing to provide these required rest periods to its current and former
17 employees in California, Defendants violated Paragraphs 11 and 12 of the applicable
18 California IWC Wage Order and California Labor Code § 226.7.

19 108. Plaintiffs seeks civil penalties under California Labor Code § 2699(f)(2) against
20 Defendants for its violation of California Labor Code § 226.7 as provided under PAGA,
21 plus reasonable attorneys' fees and costs, in amounts to be proved at trial.

22 **EIGHTEENTH CAUSE OF ACTION**

23 RELIEF FOR VIOLATION OF CALIFORNIA LABOR CODE § 2802 BROUGHT
24 UNDER THE PAGA

25 (By Plaintiffs as a Private Attorney General Against All Defendants)

26 109. Plaintiffs incorporates by reference and realleges each and every allegation
27 contained above as though fully set forth herein.
28

1 110. California Labor Code § 2802(a) provides that "An employer shall indemnify his
2 or her employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or her duties, or of his or her obedience to the
4 directions of the employer, even though unlawful, unless the employee, at the time of
5 obeying the directions, believed them to be unlawful."

6 111. California Labor Code § 2802(a), requires Defendants to indemnify Plaintiffs and
7 its other Aggrieved Employees for all expenditures and losses incurred by their employees
8 in direct consequence of the discharge of their duties or obedience to the directions of
9 Defendants, including but not limited to expenses for working on the road (such as cellular
10 phone expense).

11 112. During the year preceding the filing of Plaintiff's PAGA exhaustion letter through
12 the present, Defendant did not provide indemnification to Plaintiffs and their other
13 Aggrieved Employees for these expenditures in violation of California Labor Code §
14 2802.

15 113. Plaintiffs seeks civil penalties for Defendants violations of California Labor Code
16 § 2802 under California Labor Code § 2699(f)(2).

17 114. Plaintiffs requests civil penalties against Defendants for its violation of California
18 Labor Code § 2802 as provided under PAGA, plus reasonable attorneys' fees and costs,
19 in amounts to be proved at trial.
20

21 **NINETEENTH CAUSE OF ACTION**

22 RELIEF FOR VIOLATION OF CALIFORNIA LABOR CODE §§ 558 AND 1198
23 BROUGHT UNDER THE PAGA

24 (By Plaintiffs as a Private Attorney General Against All Defendants)

25 115. Plaintiffs incorporates by reference and realleges each and every allegation
26 contained above as though fully set forth herein.

27 116. California Labor Code § 1198 provides that "the employment of an employee ...
28 under conditions of labor prohibited by the [wage] order is unlawful." California Labor

1 Code § 558 provides for a penalty where "[a]ny employer ... violates ...any provision
2 regulating hours and days of work in any order of the Industrial Welfare Commission..."

3 117. As set forth above, during the year preceding the filing of the original complaint
4 through the present, Defendants failed to pay overtime wages, and provide meal and rest
5 periods to its current and former employees in California.

6 118. Defendants failure to pay overtime wages, pay minimum wages, and provide meal
7 and rest periods to its current and former employees in California violated Paragraphs 3,
8 4, and 12 of the applicable California IWC Wage Order, respectively, and therefore
9 violated California Labor Code §§ 1198 and/or 558.

10 119. Plaintiffs seek civil penalties specifically assigned to violations of California
11 Labor §§ 558, 1198, and the applicable IWC Wage order available under California Labor
12 Code § 558 against Defendants for its violation of California Labor Code §§ 558 and 1198
13 as provided under PAGA, plus reasonable attorneys' fees and costs, in amounts to be
14 proved at trial.
15

16 **TWENTIETH CAUSE OF ACTION**

17 RELIEF FOR VIOLATION OF CALIFORNIA LABOR CODE §§ 98.6 AND 1102.5
18 BROUGHT UNDER THE PAGA

19 (By Plaintiffs as a Private Attorney General Against All Defendants)

20 120. Plaintiffs incorporate by reference and reallege the above paragraphs as though set
21 forth fully herein.

22 121. At all relevant times, Labor Code section 1102.5 was in effect and was binding on
23 Defendants. This statute prohibits Defendants from retaliating against any employee,
24 including Plaintiffs, for raising complaints of illegality. Plaintiffs raised complaints of
25 illegality pertaining to Defendants requiring Plaintiffs to sign an unlawful covid-19 waiver
26 and refusal to pay Plaintiffs their earned wages. Retaliation for lawful activity is illegal
27 and against the public policy of the State of California, including but not limited to the
28 provisions of the Cal. Labor Code and the Constitution of the State of California.

1 122. Plaintiffs both complained about alleged unlawful activity, refused to sign the
2 unlawful covid-19 waiver, asked for their owed wages and were terminated.

3 123. Plaintiffs were retaliated against and terminated for refusing to sign an unlawful
4 covid-19 waiver and asking for their earned and proper wages in violation of Cal. Labor
5 Code §§ 1102.5 and 98.6 (a) and for reporting suspected unlawful conduct.

6 124. In engaging in the conduct set forth above, Defendants illegally terminated
7 Plaintiffs employment.

8 125. As a direct, foreseeable, and proximate result of Defendants' conduct as alleged
9 herein, Plaintiffs have suffered and will continue to suffer actual damages, including lost
10 earnings and other employment benefits, in a sum in excess of the jurisdictional limit of
11 this Court, the exact amount of which is not yet known, which amount will be proved at
12 the time of trial.

13 126. As a further direct, foreseeable, and proximate result of said wrongful acts and
14 failures to act by Defendants, Plaintiffs have suffered and will continue to suffer
15 substantial emotional distress, and will incur other incidental and consequential damages
16 and losses, all in an amount to be proven at time of trial. Plaintiffs' claims such amounts
17 as damages together with prejudgment interest pursuant to any provision of law providing
18 for prejudgment interest.

19 127. As a further direct and proximate result of Defendants' retaliatory and wrongful
20 actions against Plaintiffs as alleged herein, Plaintiffs suffered special damages that
21 include, without limitation, the loss of wages, salary, benefits, and/or additional amounts
22 of money she would have received but for Defendants' retaliatory actions as alleged
23 herein. Plaintiffs also continues to suffer the intangible loss of such employment-related
24 opportunities as, including without limitation, experience in the position they held and
25 advancement opportunities.

26 128. As a further direct, foreseeable, and proximate result of said wrongful acts and
27 failures to act by defendants, Plaintiffs has suffered and will continue to suffer
28

1 humiliation, shame, despair, embarrassment, depression, and mental pain and anguish, all
2 to Plaintiffs damage in an amount to be proven at time of trial.

3 129. The aforementioned acts were carried out by Defendants in a malicious, willful
4 and oppressive manner with the intent to injure and damage Plaintiffs, entitling Plaintiffs
5 to recover exemplary damages from Defendants under Cal. Civil Code § 3294.
6 Defendants' decision to terminate Plaintiffs in violation of public policy was done with
7 intent to injure Plaintiffs and with the intent to prevent the exercise of their statutory rights
8 and obligations. Defendants' officers, directors, and managerial and supervisory
9 employees participated in the unlawful conduct as alleged above or had actual knowledge
10 that the above-alleged conduct was unlawful and nevertheless authorized and/or ratified
11 the practices with conscious disregard of the rights and safety of Plaintiffs.
12

13 130. As a proximate result of Defendants' willful, knowing, and intentional violations
14 of Labor Code section 1102.5, Plaintiffs have suffered and continues to suffer humiliation,
15 emotional distress, and mental and physical pain and anguish, all to their damage in a sum
16 according to proof.

17 131. As a result of Defendants' adverse employment actions against Plaintiffs,
18 Plaintiffs have suffered general and special damages in sums according to proof.

19 132. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
20 despicable, and oppressive manner, entitling Plaintiffs to punitive damages against
21 Defendants.

22 133. Plaintiffs have incurred and continues to incur legal expenses and attorneys' fees.
23 Pursuant to Code of Civil Procedure sections 1021.5 and 1032, et seq., Plaintiffs are
24 entitled to recover reasonable attorneys' fees and costs in an amount according to proof.as
25 provided under PAGA, plus reasonable attorneys' fees and costs, in amounts to be proved
26 at trial.
27
28

PRAYER

1 WHEREFORE, Plaintiff requests of this Court the following relief.

2 1. General damages according to proof;

3 2. Compensatory damages according to proof;

4 3. Liquidated damages according to proof,

5 4. Prejudgment and post judgment interest as provided by statute;

6 5. Statutory penalties as provided in Labor Code Sections and any other applicable

7 authority;

8 6. Damages according to proof, as set forth in California Labor Code Sections 226.7,

9 510, 1194, and 1197 (and the applicable California Wage Orders) regarding wages due and owing;

10 7. Attorneys' fees, expenses, and costs of this action pursuant to statute;

11 8. Equitable relief pursuant to Business & Professions Code Section 17200;

12 9. Damages according to proof, as set forth in California Labor Code Sections 226.7,

13 510 (and the applicable California Wage Orders) regarding wages due and owing;

14 10. Attorneys' fees, expenses, and costs of this action pursuant to statute including but

15 not limited to Labor Code Sections 218.5, 1194;

16 11. An injunction pursuant to Labor Code Section 1198.5;

17 12. For exemplary and punitive damages to be proven at trial;

18 13. Exemplary damages according to proof; and;

19 14. For punitive damages in an amount sufficient to punish

20 15. Such further relief as this Court deems necessary, just, and proper.

21

22

23 DATED: September 02, 2021

The Pendergast Law Firm, PC

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26 Ross Quient

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