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Assigned for all Purposes
Judge William Claster

Attorney for Plaintiffs,
ADRIANA GALLEGOS AND CRYSTAL VALDEZ

CX-104

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ADRIANA GALLEGOS, an individual; and
CRYSTAL VALDEZ, an individual;

Plaintiffs,

v.

MAPS SERVICES INC., a California
corporation; RICK VIVIK, an individual; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2021-01216978-CU-WT-CXC

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. **FOR DECLARATORY JUDGMENT**
6. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
7. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
8. **FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
9. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
10. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**

11. PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §2699, ET SEQ);
AND

12. UNFAIR COMPETITION (BUS. & PROF.
CODE §17200 ET SEQ.)

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFFS, ADRIANA GALLEGOS AND CRYSTAL VALDEZ, and for
causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

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

THE PARTIES

2. Plaintiff, ADRIANA GALLEGOS, is and at all times relevant hereto was a resident of the County of Orange, State of California.

3. Plaintiff, CRYSTAL VALDEZ, is and at all times relevant hereto was a resident of the County of Orange, State of California.

4. Plaintiffs are informed and believe, and based thereupon allege, that at all times relevant hereto, Defendant MAPS SERVICES INC. (hereinafter referred to as "Employer") was and is a California corporation doing business at 3952 Banyan Street, in the City of Irvine, County of Orange, State of California.

5. Plaintiffs are informed and believe, and based thereupon allege, that at all times relevant hereto, Employer owned and operated a private courier and delivery company.

6. At all times relevant herein, Employer and DOES 1-20 were Plaintiffs' employers, joint employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),

1 12940, subdivisions (a), (h), (1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
2 persons and are therefore subject to the jurisdiction of this Court.

3 7. At all times relevant herein, Employer and DOES 1-20 were Plaintiffs' employers, joint
4 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
5 Commission Order No. 9-2001 and are each any "employer or other person acting on behalf of an
6 employer" as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

7 8. Plaintiffs are informed and believe, and based thereupon alleges, that at all times relevant
8 hereto, Defendant RICK VIVIK, was and is an individual resident of the County of Orange, State of
9 California, and are hereinafter individually referred to by last name. VIVIK was Employer's managers,
10 corporate agents, supervisors, and/or employees.

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

18 10. Plaintiffs are informed and believe, and based thereupon allege, that at all times relevant
19 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
20 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
21 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
22 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
23 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

24 11. Plaintiffs are informed and believe, and based thereupon allege, that Defendants, and each
25 of them, including those defendants named as DOES 1-20 and VIVIK, acted in concert with one another
26 to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
27 another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government
28 Code §12940(i). Plaintiffs are further informed and believe, and based thereupon allege, that Defendants,

1 and each of them, including those defendants named as DOES 1-20 and VIVIK, and each of them, formed
2 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
3 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
4 to cause and actually causing Plaintiffs harm.

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

8 13. Plaintiffs have filed complaints of discrimination, harassment, retaliation, failure to
9 prevent discrimination or retaliation, failure to accommodate, failure to engage in the interactive process,
10 and wrongful termination under Government Code §§12940, et seq., the California Fair Employment and
11 Housing Act (“FEHA”) with the California Department of Fair Employment and Housing (“DFEH”) and
12 has satisfied Plaintiff’s administrative prerequisites with respect to these and all related filings.

13
14 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

15 14. Plaintiffs are informed and believe, and based thereon allege, that there exists such a unity
16 of interest and ownership between Employer and DOES 1-20 that the individuality and separateness of
17 defendants have ceased to exist.

18 15. Plaintiffs are informed and believe, and based thereon allege, that despite the formation of
19 purported corporate existence, Employer and DOES 1-20 are, in reality, one and the same, including, but
20 not limited to because:

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

25 b. Employer and DOES 1-20 derive actual and significant monetary benefits by and
26 through one another’s unlawful conduct, and by using one another as the funding source for their own
27 personal expenditures.

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

4 d. Employer does not comply with all requisite corporate formalities to maintain a
5 legal and separate corporate existence.

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

15 16. Accordingly, Employer constitutes the alter ego of one another and DOES 1-20, and the
16 fiction of their separate corporate existence must be disregarded.

17 17. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
18 thereon allege that Employer and DOES 1-20 are Plaintiffs' joint employers by virtue of a joint enterprise,
19 and that Plaintiffs were employees of Employer and DOES 1-20. Plaintiffs performed services for each
20 and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared
21 control of Plaintiffs as employees, either directly or indirectly, and the manner in which Defendants'
22 business was and is conducted.

23 18. Alternatively, Plaintiffs are informed and believe and, based thereupon allege, that as and
24 between DOES 1-20, Employer, or any of them, (1) there is an express or implied agreement of
25 assumption pursuant to which Employer and/or DOES 1-20 agreed to be liable for the debts of the other
26 Defendants, (2) the transaction between Employer and/or DOES 1-20 and the other Defendants amounts
27 to a consolidation or merger of the two corporations, (3) Employer and/or DOES 1-20 are a mere
28 continuation of the other Defendants, or (4) the transfer of assets to Employer and/or DOES 1-20 is for

1 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employer and/or DOES
2 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

3
4 **FACTUAL ALLEGATIONS**

5 **AS TO PLAINTIFF ADRIANA GALLEGOS**

6 19. On or about March 18, 2020, Employer hired Plaintiff GALLEGOS to work as a delivery
7 driver. Plaintiff GALLEGOS was a full-time, non-exempt employee, and performed all of Plaintiff
8 GALLEGOS's job duties satisfactorily before Plaintiff was wrongfully terminated on or about in or
9 around July 2020.

10 20. Between March 18, 2020 and July 2020, Plaintiff GALLEGOS's hourly wage rate was
11 \$15.00. During this time period, Plaintiff GALLEGOS's fixed schedule was four days per week, for
12 approximately 10 hours per day.

13 21. Throughout Plaintiff GALLEGOS's employment, Plaintiff GALLEGOS was not
14 permitted to, and not advised of Plaintiff GALLEGOS's right to take statutory 10-minute rest breaks for
15 every four hours worked or substantial portion thereof.

16 22. Throughout Plaintiff GALLEGOS's employment, Plaintiff GALLEGOS did not receive
17 uninterrupted statutory 30-minute meal periods for days on which Plaintiff GALLEGOS worked at least
18 5 hours, which was each day Plaintiff GALLEGOS worked. Throughout Plaintiff GALLEGOS's
19 employment, Plaintiff GALLEGOS did not receive a second uninterrupted statutory 30-minute meal
20 periods for days on which Plaintiff GALLEGOS worked at least 10 hours, which was 4 days each week.
21 One or more of Plaintiff GALLEGOS's 30-minute meal periods were not provided approximately 4 times
22 per week.

23 23. In or around July 2020, Plaintiff GALLEGOS's supervisor, Defendant VIVIK began to
24 sexually harass her. Defendant VIVIK asked Plaintiff GALLEGOS and another female co-worker,
25 Plaintiff VALDEZ, to hang out at his apartment for drinks. At the apartment, Defendant VIVIK
26 repeatedly asked Plaintiff GALLEGOS to go to his bedroom and cuddle. Plaintiff GALLEGOS declined
27 and stayed with Plaintiff VALDEZ. Defendant VIVIK asked Plaintiffs GALLEGOS and VALDEZ to
28

1 his apartment two more times. Each time, Defendant VIVIK asked Plaintiff GALLEGOS to be alone
2 with him in his bedroom and each time Plaintiff GALLEGOS declined.

3 24. After the third incident, Plaintiff GALLEGOS kept her distance from Defendant VIVIK
4 and ignored his calls and text messages. While at work, Defendant VIVIK repeatedly asked Plaintiff
5 GALLEGOS to hang out at his apartment again. Each time, Plaintiff GALLEGOS declined. Defendant
6 VIVIK asked Plaintiff GALLEGOS why she was not coming over anymore and Plaintiff GALLEGOS
7 said that she just wanted to do her job.

8 25. After two weeks of declining Defendant VIVIK's advances, Defendant VIVIK decreased
9 Plaintiff GALLEGOS's work hours. Plaintiff GALLEGOS reported to the Employer's owner, Atul Raj,
10 that Defendant VIVIK decreased her work hours because she declined his advances. Mr. Raj said that
11 he would talk to Defendant VIVIK about his hours.

12 26. However, a few hours later, Employer wrongfully terminated Plaintiff GALLEGOS.

13 27. Defendants discriminated and retaliated against Plaintiff GALLEGOS by terminating her
14 employment and for reporting Defendant VIVIK's harassment.

15 28. Defendants also subjected the Plaintiff to harassment by Defendant VIVIK.

16 29. Plaintiff's termination was substantially motivated by Plaintiff's gender, sex, and/or
17 engagement in protected activities. Defendants' discriminatory animus is evidenced by the previously
18 mentioned facts and Plaintiff GALLEGOS' termination immediately after she reported Defendant
19 VIVIK's harassment.

20
21 **AS TO PLAINTIFF CRYSTAL VALDEZ**

22 30. On or about March 18, 2020, Employer hired Plaintiff VALDEZ to work as a delivery
23 driver. Plaintiff VALDEZ was a full-time, non-exempt employee, and performed all of Plaintiff
24 VALDEZ's job duties satisfactorily before Plaintiff VALDEZ was wrongfully terminated on or about in
25 or about July 28, 2020.

26 31. Between March 18, 2020 and July 28, 2020, Plaintiff VALDEZ's hourly wage rate was
27 \$15.00. During this time period, Plaintiff VALDEZ's fixed schedule was four days per week, for
28 approximately 10 hours per day.

32. Throughout Plaintiff VALDEZ's employment, Plaintiff VALDEZ was not permitted to, and not advised of Plaintiff VALDEZ's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion thereof.

33. Throughout Plaintiff VALDEZ's employment, Plaintiff VALDEZ did not receive uninterrupted statutory 30-minute meal periods for days on which Plaintiff VALDEZ worked at least 5 hours, which was each day Plaintiff VALDEZ worked. Throughout Plaintiff VALDEZ's employment, Plaintiff VALDEZ did not receive a second uninterrupted statutory 30-minute meal periods for days on which Plaintiff VALDEZ worked at least 10 hours, which was 4 days each week. One or more of Plaintiff VALDEZ's 30-minute meal periods were not provided approximately 4 times per week.

34. In or around July 2020, Plaintiff VALDEZ's supervisor, Defendant VIVIK, asked Plaintiff VALDEZ and her co-worker, Plaintiff GALLEGOS, to come over to his apartment to hang out and have drinks. Defendant VIVIK made a sexual advance at Plaintiff GALLEGOS, which she declined. Defendant VIVIK asked Plaintiff VALDEZ and Plaintiff GALLEGOS to his apartment two more times, which they obliged. However, Defendant VIVIK made a sexual advance to Plaintiff GALLEGOS both times, which she rejected each time.

35. After the third incident, Plaintiffs VALDEZ and GALLEGOS decided that it was best to stop hanging out with Defendant VIVIK outside of work and declined all of Defendant VIVIK's invitations to his apartment.

36. Shortly thereafter, Defendant VIVIK decreased Plaintiff VALDEZ's work hours.

37. Then, on or about July 28, 2020, Employer wrongfully terminated Plaintiff VALDEZ.

AS TO BOTH PLAINTIFFS

38. Defendants' conduct described herein was undertaken, authorized, and/or ratified Defendants' officers, directors and/or managing agents, including, but not limited to Defendant VIVIK, Atul Raj and those identified herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were

1 ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiffs
2 at this time and are therefore identified and designated herein as DOES 1 through 20, inclusive.

3 39. As a result of Defendants' actions, Plaintiffs have suffered and will continue to suffer
4 general and special damages, including severe and profound pain and emotional distress, anxiety,
5 depression, headaches, tension, and other physical ailments, as well as medical expenses, expenses for
6 psychological counseling and treatment, and past and future lost wages and benefits.

7 40. As a result of the above, Plaintiffs are entitled to past and future lost wages, bonuses,
8 commissions, benefits and loss or diminution of earning capacity.

9 41. Plaintiffs claim general damages for emotional and mental distress and aggravation in a
10 sum in excess of the jurisdictional minimum of this Court.

11 42. Because the acts taken toward Plaintiffs were carried out by officers, directors and/or
12 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard
13 of Plaintiffs' rights and in order to injure and damage Plaintiffs, Plaintiffs request that punitive damages
14 be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
15 Court.

16
17 **FIRST CAUSE OF ACTION**
18 **FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
19 **AGAINST EMPLOYER DEFENDANTS**

20 43. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 38, inclusive, as
21 though set forth in full herein.

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

24 45. As such term is used under FEHA, "on the bases enumerated in this part" means or refers
25 to discrimination on the bases of one or more of the protected characteristics under FEHA.

26 46. FEHA requires Defendants to refrain from discriminating against an employee on the
27 basis of gender, sex, and to prevent discrimination and harassment on the basis of gender, sex, and
28 engagement in protected activities from occurring.

1 47. Plaintiffs were a member of multiple protected classes as a result of Plaintiffs' gender and
2 sex.

3 48. At all times relevant hereto, Plaintiffs were performing competently in the position
4 Plaintiffs held with Defendants.

5 49. Plaintiffs suffered the adverse employment actions of unlawful harassment,
6 discrimination, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or
7 return to work, and termination, and was harmed thereby.

8 50. Plaintiffs are informed and believe that Plaintiffs' gender, sex, and/or some combination
9 of these protected characteristics under Government Code §12926(j) were motivating reasons and/or
10 factors in the decisions to subject Plaintiff to the aforementioned adverse employment actions.

11 51. Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiffs'
12 damage as stated below.

13 52. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated
14 by reference.

15 53. 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 Plaintiffs or was
17 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
18 Plaintiffs or subjected Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights
19 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiffs to
20 punitive damages in an amount appropriate to punish or make an example of Defendants.

21 54. Pursuant to Government Code §12965(b), Plaintiffs request a reasonable award of
22 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.
BY PLAINTIFF GALLEGOS
AGAINST ALL DEFENDANTS

55. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 38, inclusive, as though set forth in full herein.

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

57. 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.

58. 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 gender, sex, and engagement in protected activities, as set forth hereinabove.

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

60. 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 harassing Plaintiff because of Plaintiff's gender, sex, engagement in protected activities, and/or some combination of these protected characteristics, as set forth hereinabove.

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

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

63. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated by reference.

64. 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 §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

65. Pursuant to Government Code §12965(b), Plaintiff requests a 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 EMPLOYER DEFENDANTS

66. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 38, inclusive, as though set forth in full herein.

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

68. These laws set forth in the preceding paragraph require Defendants to refrain from retaliating against an employee for engaging in protected activity.

69. Plaintiffs engaged in the protected activities of complaining about and protesting Defendants' discriminatory and harassing conduct towards Plaintiffs based upon Plaintiffs' gender and sex.

70. Plaintiffs suffered the adverse employment actions of unlawful harassment, discrimination, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or return to work, and termination, and was harmed thereby.

71. Plaintiffs are informed and believe that Plaintiffs' conduct of complaining about and protesting about Defendants' discriminatory and harassing conduct, and/or some combination of these factors, were motivating reasons and/or factors in the decisions to subject Plaintiffs to the aforementioned adverse employment actions.

1 72. Defendants violated the FEHA by retaliating against Plaintiffs and terminating Plaintiffs
2 for attempting to exercise Plaintiffs' protected rights, as set forth hereinabove.

3 73. Plaintiffs are informed and believe, and based thereon allege, that the above acts of
4 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or at
5 the direction of, each other Defendant and the other Managers.

6 74. The above said acts of Defendants constitute violations of the FEHA and were a proximate
7 cause in Plaintiff's damage as stated below.

8 75. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated
9 by reference.

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

16 77. Pursuant to Government Code §12965(b), Plaintiffs request a reasonable award of
17 attorneys' fees and costs, including expert fees pursuant to the FEHA.

18
19 **FOURTH CAUSE OF ACTION**
20 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION**
21 **IN VIOLATION OF GOV'T CODE §12940(k)**
22 **AGAINST EMPLOYER DEFENDANTS**

23 78. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 38, inclusive, as
24 though set forth in full herein.

25 79. At all times hereto, the FEHA, including in particular Government Code §12940(k), was
26 in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants
27 to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from
28

1 occurring. As alleged above, Defendants violated this subsection and breached their duty by failing to
2 take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring.

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

5 81. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated
6 by reference.

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

13 83. Pursuant to Government Code §12965(b), Plaintiffs request a reasonable award of
14 attorneys' fees and costs, including expert fees pursuant to the FEHA.

15
16 **FIFTH CAUSE OF ACTION**
17 **FOR DECLARATORY JUDGMENT**
18 **AGAINST EMPLOYER DEFENDANTS**

19 84. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 83, inclusive, as
20 though set forth in full herein.

21 85. Government Code §12920 sets forth the public policy of the State of California as follows:

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

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

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

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

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

86. Government Code §12920.5 embodies the intent of the California legislature and states:

In order to eliminate discrimination, it is necessary to provide effective remedies that will both prevent and deter unlawful employment practices and redress the adverse effects of those practices on aggrieved persons. 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.

87. Moreover, Government Code §12921, subdivision (a) says in pertinent part:

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

88. An actual controversy has arisen and now exists between Plaintiffs and Defendants concerning their respective rights and duties as it is believed that Defendants may allege that they did not discriminate and retaliate against Plaintiffs; that Plaintiffs were not terminated as a result of Plaintiffs' gender, sex, engagement in protected activities, and/or some combination of these protected characteristics. Plaintiffs contend that Defendants did discriminate and retaliate against Plaintiffs on the basis of Plaintiffs' gender, sex, engagement in protected activities, and/or some combination of these protected characteristics; and that Plaintiffs were retaliated against and ultimately wrongfully terminated as a result of Plaintiffs' gender, sex, engagement in protected activities, and/or some combination of these protected characteristics. Plaintiffs are informed and believe, and on that basis allege, that Defendants shall dispute Plaintiffs' contentions.

89. Pursuant to Code of Civil Procedure §1060, Plaintiffs desire a judicial determination of Plaintiffs' rights and duties, and a declaration that Defendants harassed Plaintiffs on the basis of

1 Plaintiffs' gender, sex, engagement in protected activities, and/or some combination of these protected
2 characteristics.

3 90. Pursuant to Code of Civil Procedure §1060, Plaintiffs seek a judicial determination of
4 Plaintiffs' rights and duties, and a declaration that Plaintiffs' gender, sex, engagement in protected
5 activities, and/or some combination of these protected characteristics was a substantial motivating factor
6 in the decision to subject Plaintiffs to the aforementioned adverse employment actions.

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

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

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

21
22 **SIXTH CAUSE OF ACTION**
23 **FOR WRONGFUL TERMINATION**
24 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
25 **AGAINST EMPLOYER DEFENDANTS**

26 94. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 38, inclusive, as
27 though set forth in full herein.
28

1 95. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
2 and was binding on Defendants. This law requires Defendants to refrain, among other things, from
3 discriminating against any employee on the basis of gender, sex, and from retaliating against any
4 employee who engages in protected activity.

5 96. At all times mentioned in this complaint, it was a fundamental policy of the State of
6 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
7 gender, sex, and/or engagement in protected activity.

8 97. Plaintiffs believe and thereon allege that Plaintiffs' gender, sex, engagement in protected
9 activity with respect to these protected classes, and/or some combination thereof, were factors in
10 Defendants' conduct as alleged hereinabove.

11 98. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiffs'
12 employment on the basis of gender, sex, Plaintiff's complaining of harassment and discrimination due to
13 these protected classes, Plaintiff's engagement in protected activity, and/or some combination of these
14 factors, were a proximate cause in Plaintiff's damages as stated below.

15 99. The above said acts of Defendants constitute violations of the Government Code and the
16 public policy of the State of California embodied therein as set forth above. Defendants violated these
17 laws by discriminating and retaliating against Plaintiff and terminating Plaintiffs' employment in
18 retaliation for exercise of protected rights.

19 100. At all times mentioned in this complaint, it was a fundamental policy of the State of
20 California that Defendants cannot discriminate and/or retaliate against any employee in violation of
21 FEHA.

22 101. Plaintiffs are informed and believe, and based thereupon allege, that Plaintiffs' status as a
23 protected member of the class under FEHA was a proximate cause in Plaintiff's damages as stated below.

24 102. The damage allegations of Paragraphs 39 through 42, inclusive, are herein incorporated
25 by reference.

26 103. The foregoing conduct of Defendants individually, or by and through their officers,
27 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiffs or was
28 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of

1 Plaintiffs or subjected Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights
2 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiffs to
3 punitive damages in an amount appropriate to punish or make an example of Defendants.

4
5 **SEVENTH CAUSE OF ACTION**
6 **FOR FAILURE TO PAY WAGES DUE**
7 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
8 **AGAINST EMPLOYER DEFENDANTS**

9 104. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
10 though set forth in full herein.

11 105. At all relevant times, Defendants failed and refused to pay Plaintiffs wages earned and
12 required by 8 Code of Regulations §11090, as set forth hereinabove. As alleged herein, Defendants
13 routinely failed to pay Plaintiffs for hours worked beyond eight in a day or 40 per week.

14 106. As alleged herein, Plaintiffs were not exempt from the requirements of Labor Code §510,
15 8 Code of Regulations §11090, and Industrial Welfare Commission Order No. 9-2001.

16 107. Plaintiffs have been deprived of Plaintiffs' rightfully earned compensation as a direct and
17 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiffs are entitled to
18 recover such amounts, plus interest thereon, attorneys' fees and costs.

19
20 **EIGHTH CAUSE OF ACTION**
21 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
22 **LABOR CODE §§226.7, 512**
23 **AGAINST EMPLOYER DEFENDANTS**

24 108. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
25 though set forth in full herein.

26 109. Labor Code §512 requires employers to provide every employee with an uninterrupted
27 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

1 110. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
2 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
3 thereof.

4 111. In the four years last past, Plaintiffs regularly worked in excess of five hours per day, and
5 was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each
6 day of work.

7 112. Defendants failed and refused to provide Plaintiffs with meal and rest periods, and failed
8 to compensate Plaintiffs for missed meal and rest periods, as required by Labor Code §§226.7 and the
9 applicable sections of 8 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-
10 2001, as follows:

11 a. From approximately March 1, 2020 to July 31, 2020, Plaintiff GALLEGOS's
12 statutory 30-minute meal periods were interrupted and cut short approximately 4 times per week for 22
13 weeks, or on approximately 88 days. During this same time period, Plaintiff GALLEGOS was deprived
14 of one or more of Plaintiff GALLEGOS's statutory 10-minute rest periods on approximately 88 days (4
15 days per week for 22 weeks).

16 a. From approximately March 18, 2020 to July 17, 2020, Plaintiff VALDEZ's
17 statutory 30-minute meal periods were interrupted and cut short approximately 4 times per week for 17
18 weeks, or on approximately 68 days. During this same time period, Plaintiff VALDEZ was deprived of
19 one or more of Plaintiff VALDEZ's statutory 10-minute rest periods on approximately 68 days (4 days
20 per week for 17 weeks)

21 113. As alleged herein, Plaintiffs are not exempt from the meal and rest break requirements of
22 8 Code of Regulations §11090 and Industrial Welfare Commission Order No. 9-2001. Consequently,
23 Plaintiffs are owed one hour of pay at Plaintiffs' then regular hourly rate, or the requisite minimum wage,
24 whichever is greater, for each day that Plaintiffs were denied such meal periods, and is owed one hour of
25 pay at Plaintiffs' regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
26 that Plaintiffs were denied such rest periods, calculated as follows:

27 a. From approximately March 1, 2020 to July 31, 2020, Defendants failed to provide
28 Plaintiff GALLEGOS with an uninterrupted statutory meal period on approximately 88 separate days.

1 Consequently, Plaintiff GALLEGOS is owed one hour of pay at \$15.00 for each day, or \$1,320.00, plus
2 interest thereon, for unpaid interrupted meal periods. During this same time period, Defendants failed to
3 provide Plaintiff GALLEGOS with the statutory rest period on approximately 88 separate days.
4 Consequently, Plaintiff GALLEGOS is owed one hour of pay at \$15.00 for each day, or \$1,320.00, plus
5 interest thereon, for unpaid rest periods. Thus, Plaintiff GALLEGOS is owed a total of \$2,640.00, plus
6 interest thereon, for unpaid meal and rest periods for this time period.

7 b. From approximately March 18, 2020 to July 17, 2020, Defendants failed to provide
8 Plaintiff VALDEZ with an uninterrupted statutory meal period on approximately 68 separate days.
9 Consequently, Plaintiff VALDEZ is owed one hour of pay at \$15.00 for each day, or \$1,020.00, plus
10 interest thereon, for unpaid interrupted meal periods. During this same time period, Defendants failed to
11 provide Plaintiff VALDEZ with the statutory rest period on approximately 68 separate days.
12 Consequently, Plaintiff GALLEGOS is owed one hour of pay at \$15.00 for each day, or \$1,020.00, plus
13 interest thereon, for unpaid rest periods. Thus, Plaintiff VALDEZ is owed a total of \$2,040.00, plus
14 interest thereon, for unpaid meal and rest periods for this time period

15 114. Thus, the total missed meal and rest period compensation owing Plaintiffs for these time
16 periods is \$4,680.00.

17 115. Plaintiffs have been deprived of Plaintiffs' rightfully earned compensation for meal and
18 rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

19 116. Thus, for the entirety of the time periods set forth above, Plaintiffs are entitled to recover
20 such amounts in the combined amount of \$4,680.00, pursuant to Labor Code §226.7(b), plus interest
21 thereon and costs of suit.

22
23 **NINTH CAUSE OF ACTION**
24 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
25 **LABOR CODE §§226 ET SEQ.**
26 **AGAINST EMPLOYER DEFENDANTS**

27 117. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
28 though set forth in full herein.

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

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

12 120. At all relevant times, Defendants failed to provide the Plaintiffs with timely and accurate
13 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
14 wages earned, the name and address of the legal entity employing Plaintiffs, and all applicable hours and
15 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
16 by Plaintiffs. Not one of the paystubs that Plaintiffs received complied with Labor Code §226, and
17 contained almost none of the required information, including hours actually worked.

18 121. As alleged herein, Plaintiffs are not exempt from the requirements of Labor Code §226.

19 122. This failure has injured Plaintiffs, by misrepresenting and depriving Plaintiffs of hour,
20 wage, and earnings information to which Plaintiffs are entitled, causing Plaintiffs difficulty and expense
21 in attempting to reconstruct time and pay records, causing Plaintiffs not to be paid wages Plaintiffs are
22 entitled to, causing Plaintiffs to be unable to rely on earnings statements in dealings with third parties,
23 eviscerating Plaintiffs' right under Labor Code §226(b) to review itemized wage statement information
24 by inspecting the employer's underlying records, and deceiving Plaintiffs regarding Plaintiffs'
25 entitlement to overtime, meal period, and rest period wages.

26 123. Plaintiffs were paid on a bi-weekly basis, and therefore Defendants violated Labor Code
27 §226 throughout their employment. Consequently, Defendants are liable to Plaintiffs for Plaintiffs' actual
28 damages, or penalties in the statutory maximum amount of \$4,000.00, whichever is greater.

124. Based on Defendants' conduct as alleged herein, Defendants are liable for damages pursuant to Labor Code §226, and other applicable provisions, as well as attorneys' fees and costs.

TENTH CAUSE OF ACTION
FOR WAITING TIME PENALTIES
LABOR CODE §§201-203
AGAINST EMPLOYER DEFENDANTS

125. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

126. At all relevant times, Defendants failed to pay all of the Plaintiffs' accrued wages and other compensation due immediately upon termination or within 72 hours of resignation, as required. These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest period compensation that Defendants should have paid, but did not pay to Plaintiffs during the term of Plaintiffs' employment and which were, at the latest, due within the time restraints of Labor Code §§201-203.

127. As alleged herein, Plaintiffs are not exempt from the requirements of Labor Code §§201-203.

128. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff GALLEGOS is entitled to payment of Plaintiff GALLEGOS's overtime, meal and rest periods as previously pleaded herein, and more than \$4,950.00 in wait time penalties, calculated based on 30 days of Plaintiff GALLEGOS's daily wage rate of \$165.00, inclusive of overtime.

129. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff VALDEZ is entitled to payment of Plaintiff VALDEZ's overtime, meal and rest periods as previously pleaded herein, and more than \$4,950.00 in wait time penalties, calculated based on 30 days of Plaintiff VALDEZ's daily wage rate of \$165.00, inclusive of overtime.

130. Based on Defendants' conduct as alleged herein, Defendants are liable for \$9,900.00 in statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION
FOR PRIVATE ATTORNEY GENERAL ACT
LABOR CODE §2699
AGAINST EMPLOYER DEFENDANTS

131. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

132. Under Labor Code §2699, Plaintiffs, as aggrieved employees, may bring an action against Defendants, on behalf of themselves and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

133. Plaintiffs were an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiffs, as previously pleaded in this Complaint.

134. On February 26, 2021, more than 63 calendar days before filing this Complaint, Plaintiffs 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 §2699.3(a). These violations included Labor Code §§ 201, 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

135. As of the filing of this Complaint, Plaintiffs have not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

136. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiffs are entitled to civil penalties of \$100.00 for each aggrieved employee per pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

1 137. Plaintiffs may also seek these penalties on behalf of themselves and these same penalties
2 on behalf of all other aggrieved employees.

3 138. Plaintiffs are also entitled to reasonable attorneys' fees and costs, and 25% of the
4 recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

5
6 **TWELFTH CAUSE OF ACTION**
7 **FOR UNFAIR COMPETITION**
8 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
9 **AGAINST EMPLOYER DEFENDANTS**

10 139. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
11 though set forth in full herein.

12 140. Defendants' violations of 8 Code of Regulations §11090, Industrial Welfare Commission
13 Order No. 9-2001, Labor Code §§201-203, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198.5,
14 2699, and other applicable provisions, as alleged herein, including Defendants' failure and refusal to pay
15 minimum wages, overtime wages, Defendants' failure to provide meal and rest breaks, Defendants'
16 failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation
17 due in a timely manner upon termination or resignation, and Defendants' failure to maintain complete
18 and accurate payroll records for the Plaintiffs, constitute unfair business practices in violation of Business
19 & Professions Code §§17200, et seq.

20 141. As a result of Defendants' unfair business practices, Defendants have reaped unfair
21 benefits and illegal profits at the expense of Plaintiffs and members of the public. Defendants should be
22 made to disgorge their ill-gotten gains and restore such monies to Plaintiffs.

23 142. Defendants' unfair business practices entitle Plaintiffs to seek preliminary and permanent
24 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
25 to the Plaintiffs the overtime compensation and other monies and benefits unlawfully withheld from
26 Plaintiffs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek judgment against Defendants and each of them, in an amount 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 meal and rest period compensation pursuant to Labor Code §226.7, 512, in the amount of no less than \$4,680.00;

3. For damages pursuant to Labor Code §226 in the amount of no less than \$8,000.00;

4. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less than \$9,900.00;

5. For statutory penalties pursuant to Labor Code §2699(f) Plaintiffs' own behalf, and similar amounts on behalf of all of Defendants' aggrieved employees, in an amount according to proof;

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

WHEREFORE, Plaintiffs further seek judgment against Defendants, and each of them, in an amount according to proof, as follows:

7. For a declaratory judgment reaffirming Plaintiffs' equal standing under the law and condemning Defendants' discriminatory practices;

8. For injunctive relief barring Defendants' discriminatory employment policies and practices in the future, and restoring Plaintiffs to Plaintiffs' former position with Defendants;

9. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

10. For injunctive relief compelling Defendants to report to federal and state authorities wages earned by Plaintiffs, and other employees, and pay all state and federal taxes owing, employer matching funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all this in an amount according to the proof;

1 11. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
2 conduct, and failure to pay wages and other compensation in accordance with the law;

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

5 13. For post-judgment interest; and

6 14. For any other relief that is just and proper.

7 DATED: August 17, 2021

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

9
10 By:



Ramin R. Younessi, Esq.
Attorney for Plaintiffs
ADRIANA GALLEGOS AND CRYSTAL
VALDEZ

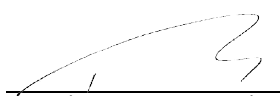
11
12
13 **JURY TRIAL DEMANDED**

14 Plaintiffs demand trial of all issues by jury.

15 DATED: August 17, 2021

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

16
17
18 By:



Ramin R. Younessi, Esq.
Attorney for Plaintiffs
ADRIANA GALLEGOS AND CRYSTAL
VALDEZ