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Electronically FILED by Superior Court of California, County of Los Angeles on 08/17/2021 12:12 PM Sherri R. Carter, Executive Officer/Clerk of Court, by H. Flores-Hernandez, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**

ANDREA GALAVIZ,

Plaintiff,

vs.

AVALON COLLISION & SERVICE INC.;
 LILIO SALANGA; ELMO NAZARENO;
 CHRISTOPHER NAZARENO;
 GUSTAVO SOTO; and DOES 1 to 25,
 inclusive,

Defendants.

CASE NO.: 21STCV30386

COMPLAINT FOR DAMAGES FOR:

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) **VIOLATION OF LABOR CODE SECTION 558;**
- 8) **FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) **FAILURE TO GIVE REST BREAKS;**
- 10) **FAILURE TO GIVE MEAL BREAKS**
- 11) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 12) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 13) **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;**
- 14) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, ANDREA GALAVIZ (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants AVALON COLLISION & SERVICE, INC., LILIO SALANGA, ELMO NAZARENO, CHRISTOPHER NAZARENO, GUSTAVO SOTO, and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant AVALON COLLISION & SERVICE INC. is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant LILIO SALANGA is male resident of the County of Los Angeles, State of California, and an owner, director, officer, and/or managing agent of Defendant AVALON COLLISION & SERVICE INC. Plaintiff is informed and believes and thereon alleges that LILIO SALANGA managed and was directly involved in the day-to-day operations of AVALON COLLISION & SERVICE INC. and is being included in this lawsuit pursuant to Labor Code Section 558.1.

5. Plaintiff is informed and believes that at all times herein mentioned, Defendant ELMO NAZARENO is male resident of the County of Los Angeles, State of California, and an owner, director, officer, and/or managing agent of Defendant AVALON COLLISION & SERVICE, INC. Plaintiff is informed and believes and thereon alleges that ELMO NAZARENO managed and was directly involved in the day-to-day operations of AVALON COLLISION & SERVICE, INC. and is being included in this lawsuit pursuant to Labor Code Section 558.1.

6. Plaintiff is informed and believes that at all times herein mentioned, Defendant

1 CHRISTOPHER NAZARENO is male resident of the County of Los Angeles, State of
2 California, and an owner, director, officer, and/or managing agent of Defendant AVALON
3 COLLISION & SERVICE, INC. Plaintiff is informed and believes and thereon alleges that
4 CHRISTOPHER NAZARENO managed and was directly involved in the day-to-day operations
5 of AVALON COLLISION & SERVICE, INC. and is being included in this lawsuit pursuant to
6 Labor Code Section 558.1.

7 7. Plaintiff is informed and believes that at all times herein mentioned, Defendant
8 GUSTAVO SOTO is male resident of the County of Los Angeles, State of California, and an
9 owner, director, officer, and/or managing agent of Defendant AVALON COLLISION &
10 SERVICE, INC. Plaintiff is informed and believes and thereon alleges that GUSTAVO SOTO
11 managed and was directly involved in the day-to-day operations of AVALON COLLISION &
12 SERVICE, INC. and is being included in this lawsuit pursuant to Labor Code Section 558.1.
13 AVALON COLLISION & SERVICE, INC., LILIO SALANGA, ELMO NAZARENO,
14 CHRISTOPHER NAZARENO, GUSTAVO SOTO, and DOES 1 to 25 are collectively referred
15 to as "AVALON" or "Defendants".

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

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

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1 **GENERAL ALLEGATIONS**

2 10. Plaintiff started working for AVALON on or around 2018 as a receptionist.

3 11. Plaintiff was classified as an hourly, non-exempt employee and her latest rate of pay was
4 \$11.25 per hour. In fact, the latter rate of pay never changed. Plaintiff's typical work schedule
5 was Monday through Friday, 8am to 5pm or later. Plaintiff was paid on a bi-weekly basis.
6 Plaintiff's employment at AVALON ended on or around March 2021 as she was forced to quit
7 (constructive wrongful termination) due to the egregious wage and hour violations that were
8 being committed against her.

9 12. It is Plaintiff's position that AVALON has violated numerous California Labor Code
10 Sections against Plaintiff and other similarly situated aggrieved employees.

11 13. AVALON did not provide Plaintiff and other similarly situated aggrieved employees
12 with compensation for all hours worked and did not pay Plaintiff and the others the minimum
13 wages to which they were entitled for work performed "off the clock" pursuant to California
14 Labor Code sections 1194, 1197 and 1197.1. This is so because AVALON had a policy of
15 rounding down the hours worked by Plaintiff and other aggrieved employees which translated
16 to Plaintiff and others not being paid for all hours worked, including minimum wages. In
17 addition, AVALON kept Plaintiff's pay rate at \$11.25 per hour for her entire employment, which
18 was below the minimum wage in at least the years 2020 and 2021. Plaintiff would also work
19 through her meal periods and would not be compensated as such.

20 14. In addition, due to the rounding policy above, as well as a matter of company policy,
21 AVALON also violated Labor Code §510 because it failed to pay Plaintiff and other similarly
22 situated aggrieved employees overtime, even though they worked more than 8 hours per day
23 and/or 40 hours per week throughout their employment. Plaintiff and other similarly situated
24 aggrieved employees worked more than 8 hours per day and/or 40 hours per week, however,
25 they were not compensated for their overtime hours. It was not part of the company policy to
26 pay Plaintiff and other aggrieved employees overtime even if they worked more than 8 hours per
27 day and/or 40 hours per week.
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1 15. AVALON violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
2 Commission Wage Order no. 4 because it failed to provide Plaintiff and others the requisite 30-
3 minute, uninterrupted meal periods for every five (5) hours of work throughout their employment
4 and Plaintiff did not validly waive said meal periods. AVALON did not completely relieve
5 Plaintiff and others of all duty during said meal periods. AVALON did not pay to Plaintiff and
6 others one additional hour of pay at Plaintiff's regular rate of compensation for each workday
7 that one or more statutory meal periods was not provided. Plaintiff and others would not always
8 receive timely, uninterrupted meal breaks before the 5th hour wherein they were relieved of all
9 work duties. The environment and culture at AVALON did not lend itself to Plaintiff and others
10 receiving consistent statutory meal breaks.

11 16. AVALON also violated Labor Code § 226.7 and the appropriate Industrial Welfare
12 Commission Wage Order no. 4 because it failed to provide Plaintiff and others with 10-minute
13 rest periods for every four hours of work, or majority portion thereof, throughout their
14 employment. AVALON did not completely relieve Plaintiff and others of all duty during said
15 rest periods. AVALON did not pay to Plaintiff and others one additional hour of pay at
16 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
17 was not provided. It was not company policy and not part of the company culture for employees
18 such as Plaintiff and others to take rest breaks. As such, the culture at AVALON did not lend
19 itself to the employees receiving statutory breaks wherein they were relieved of all work duties.
20 It was the normal practice and custom of AVALON not to authorize, permit, and enforce
21 statutory rest periods.

22 17. Furthermore, during the relevant time period, AVALON failed to pay Plaintiff and
23 others all wages due to them within any time period specified by California Labor Code section
24 204. Under Labor Code section 204, the penalties are \$100 for the initial violation and \$200 for
25 any subsequent violation plus 25% of the amount withheld.

26 18. AVALON was also in violation of California Labor Code section 226(a), by failing to
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1 include pertinent information on the wage statements, including but not limited to, all applicable
2 hourly rates, the correct name and address of the employing legal entity, the employee's
3 identifying information, the correct start and end of the pay period, all hours worked, overtime
4 hours worked, correct overtime pay, gross wages earned, premium pay for missed meal and rest
5 breaks, all deductions, net wages earned, and reimbursement for business expenses, among
6 others. As such, AVALON did not provide our client and other similarly situated aggrieved
7 employees with complete, accurate itemized wage statements. Moreover, Plaintiff and others did
8 not actually receive pay stubs and were denied access to pay stubs which is a direct and facial
9 violation of Labor Code Section 226.

10 19. During the relevant time period, AVALON also failed to keep accurate and complete
11 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and
12 others pursuant to California Labor Code sections 1174(d).

13 20. AVALON also violated Labor Code § 203 because it willfully failed to pay Plaintiff
14 and other similarly situated aggrieved employees earned and due wages upon separation of
15 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
16 After Plaintiff's employment with AVALON ended, AVALON failed and refused to pay all
17 wages earned and due immediately upon separation. These earned but unpaid wages include
18 unpaid minimum wages, overtime, premium pay for missed meal and rest breaks, and business
19 expense reimbursement, among others.

20 21. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
21 business-related expenses and costs that were not reimbursed by AVALON. These costs
22 include, but are not limited to, use of personal cell phones for work purposes. Accordingly,
23 AVALON was in violation of California Labor Code sections 2800 and 2802.

24 22. AVALON also failed to provide sick pay pursuant to Labor Code section 246 and also
25 failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved employees
26 in violation of Labor Code Section 3700.5.

27 23. In fact, due to the egregious labor code violations in misclassifying Plaintiff, not paying
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1 her overtime, and not paying her the minimum wage, Plaintiff was not able to secure enough
2 income to pay a babysitter and was forced to quit her job due to the rampant labor code violations
3 being committed. As such, Plaintiff was constructively terminated in violation of public policy.

4 24. Furthermore, Plaintiff continues to investigate whether Plaintiff may have been classified
5 as an independent contractor and that AVALON violated Labor Code section 226.8 against
6 Plaintiff and other employees. Pursuant to Labor Code section 226.8(a)(1), it is unlawful for any
7 person or employer to willfully misclassify an individual as an independent contractor. "Willful
8 misclassification means avoiding employee status for an individual by voluntarily and
9 knowingly misclassifying that individual as an independent contractor." Cal. Lab. Code Section
10 226.8(i)(4). If a person or employer has willfully misclassified an individual as an independent
11 contractor, the person or employer shall be subject to a civil penalty of not less than five thousand
12 dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in
13 addition to any other penalties or fines permitted by law. Cal. Lab. Code Section 226.8(b). If the
14 person or employer has engaged in or is engaging in a pattern or practice of willfully
15 misclassifying individuals as independent contractors, the person or employer shall be subject to
16 a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five
17 thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted
18 by law. Cal. Lab. Code Section 226.8(c).

19 25. Defendants engaged, suffered, and permitted Plaintiff and the other aggrieved employees
20 to work. Defendants were clearly aware that Plaintiff and the others worked for them and had
21 the power to prevent Plaintiff and the Aggrieved Employees from working. Defendants also
22 exercised control over Plaintiff and the other aggrieved employees' wages, hours, and working
23 conditions. Further, Defendants had the right to control and exercised such control over the
24 manner in which Plaintiff and the other Aggrieved Employees performed their work for
25 Defendants. Plaintiff and the Aggrieved Employees worked at Defendants' direction, and their
26 opportunity for profit or loss did not depend in any way upon their skills. The services they
27 rendered were at all times an integral part of Defendants' business. The relationship between
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1 Plaintiff and the other aggrieved employees, on one hand, and Defendants, on the other, was
2 terminable at will without cause. Despite these circumstances, Defendants willfully misclassified
3 Plaintiff and the other aggrieved employees as independent contractors. Defendants knew or
4 should have known their actions of misclassifying employees as independent contractors
5 violated California law.

6 26. Defendants misclassified Plaintiff and the Aggrieved Employees as independent
7 contractors and engaged in a pattern and/or practice of so doing. Through their misclassification
8 of Plaintiff and the other Aggrieved Employees, Defendants have engaged in a pattern and
9 practice of willful misclassification of their employees as independent contractors for their own
10 financial benefit. Each person or entity referenced above collectively as Defendants advised the
11 other to treat Plaintiff and the Aggrieved Employees at issue in this case as independent
12 contractors.

13 27. Labor Code § 2753 provides for joint and several liability for a person who “knowingly
14 advises an employer to treat an individual as an independent contractor to avoid employee status
15 for that individual.” Plaintiff is informed and believes that LILIO SALANGA, ELMO
16 NAZARENO, CHRISTOPHER NAZARENO, and GUSTAVO SOTO are and were, at relevant
17 times, owners, directors, officers, or managing agents of Defendants and violated or caused to
18 be violated the provisions regulating the misclassification of employees as independent
19 contractors. Therefore, LILIO SALANGA, ELMO NAZARENO, CHRISTOPHER
20 NAZARENO, and GUSTAVO SOTO are individually liable.

21 **FIRST CAUSE OF ACTION**

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

23 **(California Industrial Welfare Commission Order 4-2001, California Code of**
24 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

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

26 28. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 27, inclusive, of this Complaint as though fully set forth herein.

1 29. At all times relevant herein, Defendants were required to compensate their employees
2 for all hours worked upon reporting for work at the appointed time stated by the employer
3 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
4 Title 8, Section 11040.

5 30. For the three (3) years preceding filing of this action, Defendants failed to compensate
6 Plaintiff for all hours worked.

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

10 32. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
11 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
12 this Court.

13 33. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
14 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
15 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
16 reasonable attorney's fees and costs of suit.

17 34. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
19 amount known to Plaintiff once she has obtained all of her payroll records from
20 Defendants.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

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

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

25 35. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 34, inclusive, of this Complaint as though fully set forth herein.

27 36. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
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1 to suffer or permit a California employee to work without paying wages at the minimum wage
2 rate for all hours worked as required by the applicable Industrial Welfare Commission
3 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of
4 Regulations, Title 8, Section 11040, subdivision 4.

5 37. Pursuant to IWC Wage Order no. 4-2001, subdivision 2(K), at all relevant
6 times, "hours worked" included "the time during which an employee is subject to the control of
7 an employer, and includes all the time the employee is suffered or permitted to work, whether
8 or not required to do so..."

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

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

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

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

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME**

3 **(California Industrial Welfare Commission Order 4-2001, California Code of**

4 **Regulations Title 8 Section 11040; California Labor Code Section 510)**

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

6 42. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 41, inclusive, of this Complaint as though fully set forth herein.

8 43. Pursuant to Industrial Welfare Commission Order No. 4-2001, Cal. Code of
9 Regs., Title 8, Section 11040, for the period of Plaintiff's employment, Defendants were
10 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
11 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
12 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
13 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
14 week.

15 44. Plaintiff was a non-exempt employee entitled to the protections of the California
16 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations,
17 Title 8, Section 11040.

18 45. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
19 single workday or forty (40) hours in a single workweek on numerous occasions.

20 46. Plaintiff was entitled to the above overtime premiums.

21 47. Defendants did not pay Plaintiff premium wages of at least one and one-half times
22 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
23 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
24 twelve (12) in a day.

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

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

2 50. Defendants know or should know the actual dates of overtime worked, the amount of
3 overtime worked, and the amount of unpaid overtime due.

4 51. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
5 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
6 Court.

7 52. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
8 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
9 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
10 reasonable attorney's fees and costs of suit.

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

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

16 **(California Labor Code Section 226)**

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

18 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

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

22 56. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
23 accurately reflected all information required by Labor Code Section 226, including but not
24 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
25 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
26 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
27 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
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1 California Labor Code Section 226(a).

2 57. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
3 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
4 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
5 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
6 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
7 the 3-year period immediately preceding the date this lawsuit was filed.

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

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

16 **FIFTH CAUSE OF ACTION**

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

18 **(California Labor Code Sections 201, 203)**

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

20 60. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 59, inclusive, of this Complaint as though fully set forth herein.

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

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

27 63. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
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1 without abatement or reduction, any wages of an employee whose employment ends, the wages
2 of the employee shall continue as a penalty from the due date at the same rate until paid or until
3 an action is commenced; however, the wages shall not continue for more than 30 days for
4 failure to pay an employee owed wages.

5 64. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
6 from her employment, Defendants willfully refused and continue to refuse to pay her unpaid
7 wages as required by Labor Code Section 203.

8 65. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
9 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
10 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
11 preceding the filing of this lawsuit.

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

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

18 **SIXTH CAUSE OF ACTION**

19 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

20 **(California Labor Code Section 204)**

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

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

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

26 70. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
27 full amount of all owed wages when due as required by California Labor Code Section 204.
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1 71. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
2 informed, believes, and thereon alleges, that all times relevant during the liability period,
3 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
4 including overtime hours, the minimum wage, and premium pay for missed meal and rest
5 breaks.

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

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

13 **SEVENTH CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE SECTION 558**

15 **(California Labor Code Section 558)**

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

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

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

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

- 4 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular
5 wages, including minimum wages, and overtime wages for overtime hours worked.
6 Defendants also failed to Plaintiff premium pay for missed meal and rest breaks. As
7 such, Defendants violated Section 558 under which penalties are due. Plaintiff
8 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each
9 subsequent violation for each pay period for which Plaintiff was underpaid in
10 addition to an amount sufficient to recover underpaid wages.
- 11 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
12 relief associated with Plaintiff's prosecution of this cause of action under California
13 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
14 paying Plaintiff for her overtime hours worked and for all hours worked (including
15 the minimum wage).
- 16 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
17 fees for relief associated with Plaintiff's prosecution of this cause of action under
18 California Labor Code Sections 200, et seq.

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

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

24 **EIGHTH CAUSE OF ACTION**

25 **FAILURE TO MAINTAIN ACCURATE RECORDS**

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

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

1 79. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.

3 80. Labor Code section 1174(d) requires that employers, including Defendants, maintain
4 accurate records showing the hours worked daily by its employees and to whom wages were
5 paid.

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

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

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

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

22 **NINTH CAUSE OF ACTION**

23 **FAILURE TO GIVE REST BREAKS**

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

25 85. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 84, inclusive, of this Complaint as though fully set forth herein.

27 86. Plaintiff brings this cause of action under the following laws, for the following reasons:
28

- 1 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which
2 provides that every employer shall authorize and permit all employees to take rest
3 periods, which insofar as practicable shall be in the middle of each work period.
4 The authorized rest period time shall be based on the total hours worked daily at the
5 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 6 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which
7 provides that if an employer fails to provide an employee a rest period in
8 accordance with the applicable provisions of this order, the employer shall pay the
9 employee one (1) hour of pay at employee's regular rate of compensation for each
10 workday that the rest period is not provided;
- 11 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which
12 penalizes the employer \$50.00 for each initial violation, per employee, of any
13 provision of the Wage Order, and \$100.00 for each additional violation thereafter
14 per employee; and
- 15 d. California Labor Code section 226.7, which states that (a) no employer shall require
16 any employee to work during any rest period mandated by an applicable order of
17 the Industrial Welfare Commission, and (b) if an employer fails to provide an
18 employee a rest period in accordance with an applicable order of the Industrial
19 Welfare Commission, the employer shall pay the employee one (1) additional hour
20 of pay at employee's regular rate of compensation for each work day that the rest
21 period is not provided.

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

25 88. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
26 regulations, and wage orders alleged in this cause of action along with any allowable interest,
27 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
28

1 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

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

7 **TENTH CAUSE OF ACTION**

8 **FAILURE TO GIVE MEAL BREAKS**

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

10 91. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 90, inclusive, of this Complaint as though fully set forth herein.

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

- 13 a. California Labor Code section 512(a), which requires that employees be given a 30-
14 minute uninterrupted meal break after five (5) hours of work, and a second
15 uninterrupted meal break after ten (10) hours of work;
- 16 b. California Labor Code section 226.7, which states that (a) no employer shall require
17 any employee to work during any meal period mandated by an applicable order of
18 the Industrial Welfare Commission, and (b) if any employer fails to provide an
19 employee a meal period in accordance with an applicable order of the Industrial
20 Welfare Commission, the employer shall pay the employee one (1) additional hour
21 of pay at the employee's regular rate of compensation for each workday that the
22 meal period is not provided;
- 23 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
24 under Title 8 of the California Code of Regulations Section 11040, which states that
25 if an employer fails to provide an employee a meal period in accordance with the
26 applicable provisions of the Wage Order, the employer shall pay the employee one
27 (1) hour of pay at the employee's regular rate of compensation for each workday
28

1 that the meal period is not provided;

- 2 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
3 codified under Title 8 of the California Code of Regulations Section 11040, which
4 requires an employer to maintain records documenting its employees' meal periods;
5 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
6 codified under California Code of Regulations Section 11040 , which penalizes the
7 employer \$50.00 for each initial violation, per employee, of any provision of the
8 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
9 f. California Labor Code section 1171 and 1173, which have given the California
10 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
11 as enforceable law.

12 93. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
13 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
14 to take a second relieved meal break after ten (10) hours of work, as required by California
15 law. California Labor Code section 512(a) and California Industrial Welfare Commission
16 Order No. 4/9, as codified under California Code of Regulations Sections 11040/11090 et. seq.
17 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
18 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
19 all work duty. California Labor Code section 226.7 provides that employers may not require
20 their employees to work through their meal periods. California Labor Code section 226.7 and
21 California Code of Regulations section 11040/11090 requires that if the employer fails to
22 provide the employee with an uninterrupted meal period, the employer must pay the employee
23 one (1) hour of pay for each work day that the meal period is not given.

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

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

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

6 **ELEVENTH CAUSE OF ACTION**

7 **PRIVATE ATTORNEYS GENERAL ACT**

8 **Individual and Representative Claim for PAGA penalties under California Labor Code**
9 **sections 201, 202, 203, 204 and/or 204b, 226, 226.3, 226.7, 226.8, 232, 246, 510, 512, 558,**
10 **558.1, 1174, 1174.5, 1194, 1197, 1198, 2753, 2802, 3700.5)**

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

12 97. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 96, inclusive, of this Complaint as though fully set forth herein.

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

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

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

23 101. Pursuant to California Labor Code section 2699, any provisions of the Labor
24 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
25 departments, divisions, commissions, boards, agencies, or employees for violation of the code
26 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
27 on behalf of himself or herself and other current or formal employees pursuant to the
28

1 procedures specified in California Labor Code section 2699.3.

2 102. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
3 violator and had one or more of the alleged violations committed against her, and therefore is
4 properly suited to represent the interests of other current and former employees, including all
5 hourly, non-exempt or misclassified employees who worked for AVALON at any of its
6 California locations during the PAGA period.

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

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

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

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

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

1 108. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
2 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
3 the following:

4 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
5 226.3, 226.7, 226.8, 232, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2753,
6 2802, 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare
7 Commission Wage Orders (Order no. 4) violated based on the facts alleged in this
8 Complaint.

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

13 **TWELFTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

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

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

21 112. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
22 her duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
23 of completing her job duties, which were not reimbursed by Defendants. These expenses
24 include, but are not limited to, use of personal phones for business-related purposes.

25 113. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
26 and attorney's fees and costs, under Labor Code section 2802.

27 ///

1 **THIRTEENTH CAUSE OF ACTION**

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

3 **(Against All Named Defendants and all DOE Defendants)**

4 114. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 113, inclusive, of this Complaint as though fully set forth herein.

6 115. At all times during her employment with AVALON, Plaintiff performed her
7 duties with the utmost diligence and competence.

8 116. Defendants intentionally created an illegal work environment and atmosphere
9 by misclassifying Plaintiff, not paying her overtime, and not paying her the minimum wage, and
10 violating numerous labor code sections as outlined in this Complaint, thereby not giving Plaintiff
11 an opportunity to work in an environment free of labor code violations. This situation became
12 intolerable for Plaintiff and Plaintiff had no alternative but to quit her job.

13 117. The employment of Plaintiff was constructively wrongfully terminated in or
14 around March 2021 in violation of the fundamental public policy of the State of California
15 with respect to violating numerous labor code violations, including misclassification, not
16 compensating Plaintiff for all hours worked, not compensating Plaintiff the minimum wage,
17 not paying Plaintiff overtime wages, not providing Plaintiff accurate, itemized wage
18 statements, and not paying Plaintiff wages owed every pay period, among other violations.
19 Moreover, Plaintiff was forced to hire an attorney to assist her to end these illegal activities.
20 Said conduct violated statutory and constitutional expressions of public policy including, the
21 California Labor Code.

22 118. As set forth above, said actions by Defendants were wrongful and in violation
23 of the fundamental principles of the public policy of the State of California as reflected in its
24 laws, objectives and policies. Said statutes and constitutional expressions of public policy
25 include, but are not limited to, California Labor Code. These laws inure to the benefit of the
26 public at large, and not just the private interests of the employers and employees whom they
27 govern or protect.
28

1 119. As a direct and proximate result of the aforementioned acts and omissions of
2 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
3 loss of income (past and future), loss of employment benefits (past and future), general and
4 compensatory damages (past and future), mental pain and anguish and emotional distress
5 (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

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

11 **FOURTEENTH CAUSE OF ACTION**

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

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

14 **(Plaintiff against All Defendants and all DOE defendants)**

15 121. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 120, inclusive, of this Complaint as though fully set forth herein.

17 122. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
18 constitutes unfair and unlawful business practices under California Business and Professions
19 Code Section 17200, et seq.

20 123. Defendants' violations of California labor laws and the Labor Code constitutes a
21 business practice because it was done repeatedly over a significant period of time in a
22 systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved
23 employees.

24 124. For the four years preceding the filing of this action, Plaintiff has suffered
25 damages and request damages and/or restitution of all monies and profits to be disgorged from
26 Defendants in an amount according to proof at time of trial, but in excess of the
27 jurisdiction of this Court.
28

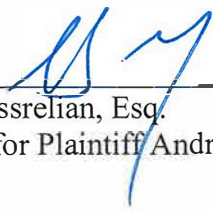
1 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
2 follows:

- 3 1. For compensatory damages including lost past wages, regular wages, overtime, and all
4 other sums of money, together with interest on said amounts, and any other economic
5 injury to Plaintiff, according to proof;
- 6 2. For special and consequential damages to the extent allowed by law;
- 7 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
8 at trial;
- 9 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
10 subject to proof at trial;
- 11 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
12 proof at trial;
- 13 6. For restitution and disgorgement for all unfair business practices by Defendants
14 against Plaintiff in an amount subject to proof at trial;
- 15 7. For an order enjoining Defendants from further unfair and unlawful business
16 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 17 8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
18 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 19 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
20 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 21 10. For maximum civil penalties available under the Labor Code and applicable Wage
22 Order against Defendants as described more particularly in the Complaint and
23 representative PAGA claim;
- 24 11. For all remedies available to Plaintiff under the applicable Wage Order and the
25 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
26 liquidated damages, damages, penalties, and waiting time penalties according to proof
27 to the extent permitted by law;
- 28

12. For the imposition of civil penalties and/or statutory penalties;
13. For general damages according to proof at trial;
14. For all interest as allowed by law;
15. For all costs and disbursements incurred in this suit;
16. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., and the California Labor Code and/or other applicable laws; and
17. For such other and further relief as this Court may deem proper.

DATED: August 17, 2021

MESSRELIAN LAW INC.

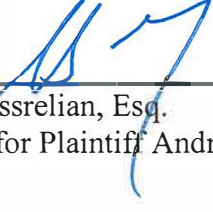
By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Andrea Galaviz

DEMAND FOR JURY TRIAL

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

DATED: August 17, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Andrea Galaviz