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8 DOMINIQUE WHITEHAIR

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By Elizabeth Reyes, Deputy Clerk

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11
12 **FOR THE COUNTY OF SAN DIEGO**

13 DOMINIQUE WHITEHAIR an individual;

14 Plaintiff,

15 vs.

16 PACIFIC BEACH RECOVERY, a California
17 Business; LA JOLLA RECOVERY, a
18 California Business; and DOES 1 through 100,
19 inclusive;

20 Defendants.

CASE NO. 37-2021-00038307-CU-WT-CTL

COMPLAINT FOR DAMAGES

Demand for Jury Trial

1. **FAILURE TO PROVIDE MEAL & REST BREAKS**
2. **FAILURE TO PAY OVERTIME**
3. **FAILURE TO PAY EARNED WAGES UPON DISCHARGE**
4. **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
5. **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, CALIFORNIA LABOR CODE §§ 2698 ET SEQ.**
6. **WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE 1102.5**
7. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

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3 **PARTIES**

4 1. Plaintiff Dominique Whitehair (hereinafter "Plaintiff") is an individual, who resides in
5 County of San Diego.

6 2. Defendant Pacific Beach Recovery (hereinafter "Defendant" or "PBR") is California
7 Business., located in city of San Diego, County of San Diego, State of California. Defendant PBR
8 is and/or at all times mentioned in this Complaint was a California business and the owner and
9 operator of an industry, business and/or facility licensed to do business and actually doing business
10 in the State of California.

11 3. Defendant La Jolla Recovery (hereinafter "Defendant" or "LJR") is California Business.,
12 located in city of La Jolla, County of San Diego, State of California. Defendant LJR is and/or at all
13 times mentioned in this Complaint was a California business and the owner and operator of an
14 industry, business and/or facility licensed to do business and actually doing business in the State of
15 California.

16 **JURISDICTION AND VENUE**

17 4. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

18 5. Events that are the subject of this action occurred on or near City of San Diego, County of
19 San Diego.

20 **DOE DEFENDANT**

21 6. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

22 7. Defendant Does 1 through 100, inclusive, were always relevant herein employees, or agents
23 of the other Defendants. Plaintiff is ignorant of the true names and capacities of defendants sued
24 herein as Does 1 through 100, inclusive, and therefore sue these defendants by such fictitious names.
25 Plaintiff will pray leave of court to amend this complaint to allege their true names and capacities
26 when ascertained.

1 8. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants herein
2 was, at all times relevant to this action, the agent, employee, representing partner or joint venturer
3 of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff
4 is further informed and believe, and thereon alleges, that each of the defendants herein gave consent
5 to, or ratified and authorized the acts alleged herein to each of the remaining defendants.

6 9. Plaintiff is informed, believes, and thereon alleges that every Defendant designated herein,
7 including all DOE Defendants, were negligently, wrongfully, carelessly, unlawfully, tortuously, or
8 in some other actionable manner, responsible for the events and happenings herein referred to, and
9 that their negligent and/or otherwise tortious and wrongful acts and/or omissions proximately
10 caused, or were a substantial factor in causing, the injuries and damages to Plaintiff as are herein
11 alleged, and that each Defendant and/or his, her, or its respective officers, directors, partners,
12 managing directors, and/or shareholders ratified the wrongful acts and omissions of each other
13 Defendant.

14 10. Plaintiff is informed, believes, and thereon alleges that at all relevant times herein, every
15 Defendant designated, including all DOE Defendants, was an agent, employee, joint venturer,
16 partner, alter ego, conspirator, and/or legal representative of the remaining Defendants, and at all
17 times mentioned herein, every Defendant designated herein, including all DOE Defendants, was
18 acting within the time, authority, course, and scope of said agency, employment, joint venture,
19 partnership, and/or conspiracy, and to further the objectives of the same, or as an alter ego and with
20 the full knowledge, approval, ratification, permission, and consent of the other co-Defendants, and
21 each of them, including the officers, directors, and managing agents of Defendants.

22 INTRODUCTION

23 11. Plaintiff brings this action against Defendant seeking to recover *PAGA civil penalties* for
24 himself, and on behalf of all current and former aggrieved employees that worked for Defendants.
25 Penalties sought for the underlying violations are for the following statutory violations: 1) failure to
26 pay straight and regular wages; 2) failure to pay overtime wages; 3) failure to provide meal periods;
27 4) failure to provide rest periods; 5) failure to pay wages due at termination; 6) failure to provide
28 paid sick leave; 7) failure to provide itemized wage statements; 8) failure to pay employees twice a
29 month; and 9) failure to reimburse business expenses; violation of Business and Professions Code

1 section 17200, et seq.; amongst other violations of the California Labor Code, Wage Orders and
2 Private Attorneys General Act of 2004, §§ 2698 *et seq.* (“PAGA”). As a result of Defendant’s
3 policies, Plaintiff seeks to recover civil penalties payable to the State of California on behalf of the
4 California Labor and Workforce Development Agency (“LWDA”) acting as a private attorney
5 general.

6 12. In doing all the various things described in this complaint, Defendant’s conduct violated the
7 California Labor Codes, including but not necessarily limited to §§ 201-204, 210, 216, 222, 222.5,
8 223, 224, 226, 226.4, 226.6, 226.7, 246, 248.5, 256, 432.5, 510, 512, 558,, 558.1, 1174, 1194, 1197,
9 1197.1, 1199, 2698 *et seq.*, 2699, 2802, and their subsections, all applicable IWC Wage Order 9-
10 2001; Cal. Code of Regulations sections 11090(11) and (12), and all applicable Wage Orders as
11 well as interpretations of these laws by California courts and administrative bodies.

12
13 13. These actions led to a culture of employees not being paid overtime, and provided with
14 proper meal and rest breaks, or paystubs in violation of California Labor Code. The Defendant’s
15 time records, paystubs and policies will confirm these violations, including other numerous
16 violations of various laws including but not necessarily limited to PAGA, the aforementioned
17 California Labor Code sections, as well as other laws, decisions, orders, and/or rulings that are
18 enforceable through PAGA.

19 14. For over 50 years, California’s courts and legislature have recognized that this State’s wage-
20 and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not
21 ordinary debts. Because of the economic position of the average worker and his or her family, it is
22 essential to the public welfare that employers obey the wage-and-hour laws so that employees are
23 promptly paid the minimum wages that the Legislature has required for employees. So fundamental
24 are California’s wage-and-hour laws that the Legislature has criminalized certain types of violations.
25 In extending extra protection to deter violations of these underlying statutes-since Plaintiff is not
26 seeking general and/or special damages, restitution or other damages other than civil penalties as
27 permitted by the PAGA-California has enacted the PAGA to permit an individual to bring an action
28 on behalf of herself and on behalf of others for PAGA penalties only, which is the precise and sole
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1 nature of this action.

2 15. All of Defendant's California employees during the relevant statutes of limitations who are
3 or were harmed by Defendant's illegal practices are "Aggrieved Employees."
4

5 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

6 16. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

7 17. Plaintiff Whitehair was employed by Pacific Beach Recovery as a behavioral help therapist
8 from 2019 until April of 2021. It's believed Pacific Beach Recovery operates under La Jolla
9 Recovery.

10 18. While employed with Defendants Plaintiff did not receive timely or valid meal and meal and
11 rest breaks.

12 19. Defendants failed to properly provide meal or rest breaks to its employees. First, as to rest
13 breaks, Plaintiff did not receive rest breaks on daily basis. Defendant failed to properly provide its
14 employees with rest breaks every four (4) hours. As to meal breaks, Plaintiff could not take a full
15 thirty (30) minute meal break, or he would receive his meal break after the fifth hour mark. The
16 practice of failing to provide meal or rest breaks was also common across all of Defendants'
17 employees. It's believed that this was a common practice across all employees.

18 20. Defendants failed to provide accurate and itemized wage statement. Defendants have failed
19 to provide Plaintiff with wages owed. It's believed that this was a common practice across all
20 employees.

21 21. Plaintiff believes that Defendants failed to provide Plaintiff with overtime wages. Including
22 to pay at an overtime rate and/or for hours which constituted overtime. It's believed that this was a
23 common practice across all employees.

24 22. Further, Defendants failed to provide paid sick time off and to reimburse for their employee's
25 business expenses.

26 23. Defendants also failed to pay their employees twice a month as required under the statutes.

27 24. In addition to the wage & hour issues, Plaintiff was wrongfully retaliated and terminated.
28 Plaintiff would work as a behavioral help therapist in a recovery center. There were many instances
29 where Plaintiff was physically and verbally threatened by patients.

1 25. Plaintiff on multiple occasions made complaints to his superiors regarding his safety.
2 However unfortunately no action was taken by Defendants or its employees in ensuring the
3 Plaintiff's safety.

4 26. . In addition, Plaintiff made health code complaints to his superiors regarding vape smoke
5 in the facility. Plaintiff believed that the vape smoke inside such facility was health code violation.
6 Bulk of the above stated complaints were during March and April of 2021.

7 27. Unfortunately, in April of 2021 Plaintiff was terminated from his employment. Plaintiff
8 could not believe that he was being terminated from his employment. The termination has caused
9 Plaintiff a great deal of stress and due to financial uncertainty Plaintiff has had great deal of anxiety.

10
11 **EXHAUSTING ADMINSTRATIVE REMEDIESAND HAS MET ITS FILING**
12 **REQUIRNMET UNDER THE PRIVATE ATTORNEY GENERAL'S ACT BY**
13 **TIMELY NOTICING THE LWDA**

14 28. Plaintiff gave timely written notice by certified mail to Defendants of the violations of
15 various provisions of the California Labor Code as alleged in this complaint and filed notice of the
16 violations online with the Labor and Workforce Development Agency ("LWDA").

17 29. The LWDA did not provide notice of its intention to investigate Defendant's violations after
18 expiration of the 65-day waiting time period, or at any time. Defendants also failed to cure within
19 the time allotted by the PAGA statutes and 2810.3. Consequently, Plaintiffs right to file the instant
20 lawsuit then duly accrued.

21
22 30. Plaintiff has exhausted all administrative remedies.

23 **I. FIRST CAUSE OF ACTION**
24 **(FAILURE TO PROVIDE MEAL & REST BREAKS AGAINST DEFENDANTS and Does**
25 **1 Through 100)**

26 31. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.
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1 32. Labor Code §226.7(b) provides that “An employer shall not require an employee to work
2 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
3 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
4 Health Standards Board, or the Division of Occupational Safety and Health.”

5 33. Labor Code §512 provides that “An employer may not employ an employee for a work
6 period of more than five hours per day without providing the employee with a meal period of not
7 less than 30 minutes, except that if the total work period per day of the employee is no more than
8 six hours, the meal period may be waived by mutual consent of both the employer and employee.
9 An employer may not employ an employee for a work period of more than 10 hours per day
10 without providing the employee with a second meal period of not less than 30 minutes, except that
11 if the total hours worked is no more than 12 hours, the second meal period may be waived by
12 mutual consent of the employer and the employee only if the first meal period was not waived.”

13 34. Section 11(A) of the IWC Wage Orders provides that “Unless the employee is relieved of
14 all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal
15 period and counted as time worked. An “on duty” meal period shall be permitted only when the
16 nature of the work prevents an employee from being relieved of all duty and when by written
17 agreement between the parties an on-the-job paid meal period is agreed to. The written agreement
18 shall state that the employee may, in writing, revoke the agreement at any time.”

19 35. Section 11(B) of the IWC Wage Order(s) provides that “If an employer fails to provide an
20 employee a meal period in accordance with the applicable provisions of this order, the employer
21 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
22 workday that the meal period is not provided.”

23 36. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
24 employee a rest period in accordance with the applicable provisions of this order, the employer
25 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for
26 each workday that the rest period is not provided.”

27 37. Furthermore, under California Wage Order Plaintiff was entitled to a 10-minute rest break
28 every four (4) hours.

1 38. First, as to rest breaks, Plaintiff did not receive rest breaks on daily basis. Defendant failed
2 to properly provide its employees with rest breaks every four (4) hours. As to meal breaks, Plaintiff
3 could not take a full thirty (30) minute meal break, or she would receive her meal break after the
4 fifth hour mark.

5 39. There were many days where Plaintiff Velasco would work more than ten (10) hours and
6 would not receive a second meal break. The practice of failing to provide meal or rest breaks was
7 also common across all of Defendants' employees.

8 40. There were many days where Plaintiff Velasco would work more than ten (10) hours and
9 would not receive a second meal break. The practice of failing to provide meal or rest breaks was
10 also common across all of Defendants' employees.

11 41. Code § 226.7 by failing to pay Plaintiff one hour of pay at Plaintiff's regular rate of pay for
12 each day rest periods were not provided. Plaintiff has suffered damages, to be established at trial
13 according to proof. This amount is owed and unpaid.

14 42. Defendants failed to properly provide meal or rest breaks to its employees. First, as to rest
15 breaks, Plaintiff did not receive rest breaks on daily basis. Defendant failed to properly provide its
16 employees with rest breaks every four (4) hours. As to meal breaks, Plaintiff could not take a full
17 thirty (30) minute meal break, or he would receive his meal break after the fifth hour mark. The
18 practice of failing to provide meal or rest breaks was also common across all of Defendants'
19 employees. It's believed that this was a common practice across all employees.

20 **II. SECOND CAUSE OF ACTION**

21 **(FAILURE TO PAY OVERTIME and Does 1 through 100)**

22 43. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

23 44. California Labor Code 510 states, "Eight hours of labor constitutes a day's work. Any work
24 in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek
25 and the first eight hours worked on the seventh day of work in any one workweek shall be
26 compensated at the rate of no less than one and one-half times the regular rate of pay for an
27 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
28 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
29 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular

1 rate of pay of an employee.”

2 45. Plaintiff believes that Defendants failed to provide Plaintiff with overtime wages. Including
3 to pay at an overtime rate and/or for hours which constituted overtime. It’s believed that this was a
4 common practice across all employees.

5 46. As a proximate cause of Defendant’s failure to pay Plaintiff overtime, Plaintiff will be
6 entitled to wages at the proper overtime rate, interest on the unpaid overtime, and attorney fees.
7

8 **III. THIRD CAUSE OF ACTION**

9 **(FAILURE TO PROVIDE EARNED WAGES UPON TERMINATION and Does 1 through** 10 **100)**

11 47. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

12 48. Labor Code 201 states, “If an employer discharges an employee, the wages earned and
13 unpaid at the time of discharge are due and payable immediately. An employer who lays off a
14 group of employee shall be deemed to have made immediate payment when the wages of said
15 employees are paid within a reasonable time as necessary for computation and payment thereof;
16 provided, however, that the reasonable time shall not exceed 72 hours, and further provided that
17 payment shall be made by mail to any employee who so requests and designates a mailing address
18 therefor.”

19 49. Labor Code Section 203 addresses the waiting time period penalties, “If an employer
20 willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3,
21 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the
22 wages of the employee shall continue as a penalty from the due date thereof at the same rate until
23 paid or until an action therefor is commenced; but the wages shall not continue for more than 30
24 days.”

25 50. Plaintiff has yet been compensated for overtime wages and therefore Plaintiff will be
26 entitled to penalties under labor code 203.

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IV. FOURTH CAUSE OF ACTION
(FAILURE TO PROVIDE PROPER, ITEMIZED & ACCURATE WAGE STATEMENTS
IN VIOLATION OF LABOR CODE 226 AGAINST DEFENDANT, and DOES 1 through
100)

51. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

52. Labor Code §226(a) states in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee....”.

53. Further, the IWC Wage Orders §7(A) states in pertinent part: “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

54. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §7(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by aggrieved employees, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

55. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders §7(A), Defendants did not and still do not furnish Plaintiff or any other aggrieved employee with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked at each hourly rate by each respective individual.

1 56. As set forth herein, Defendants allegedly failed to pay aggrieved employees all wages due
2 and owing. Pursuant to Lopez v. Friant & Associates, LLC (2017) 15 Cal.App.5th 773, employers
3 who fail to provide accurate itemized wage statements are subject to PAGA penalties even when the
4 mistake is inadvertent and/or promptly corrected, and even though employees admittedly suffered
5 no injury; said employees are permitted to recover PAGA penalties without needing to prove the
6 “injury” and “knowing and intentional” elements of a Labor Code §226(e) claim. As such,
7 Plaintiffs are entitled to recover penalties pursuant to Labor Code §§2698, *et seq.*

8 57. As a result of the Defendant’s failure to provide accurate wages stubs Plaintiff is entitled to
9 penalties, and attorney’s fees under labor code 226(e).

10 **V. FIFTH CAUSE OF ACTION**
11 **(VIOLATION OF PRIVATE ATTORNEYS GENERALS ACT (PAGA) AGAINST**
12 **DEFENDANT and Does 1 through 100)**

13 58. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

14 59. Plaintiff is an “Aggrieved Employee” under PAGA, as she was employed by Defendants
15 during the applicable statutory limitations period and suffered one or more of the Labor Code
16 violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other
17 current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable
18 attorney’s fees and costs.

19 60. Plaintiff seeks to recover the PAGA civil penalties through a representative action
20 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969
21 (2009). Therefore, class certification of the PAGA claims is not required.

22 61. Therefore, under the provisions of PAGA and Labor Codes 201-204, 210, 216, 222, 222.5,
23 223, 224, 226, 226.4, 226.6, 226.7, 246, 248.5, 256, 432.5, 510, 512, 558,, 558.1,1174, 1194,
24 1197, 1197.1, 1199, 2698 *et seq.*, 2699, 2802, and their subsections, Order 9-2001; Cal. Code of
25 Regulations sections 11090(11) and (12) and all applicable Wage Orders as well as all
26 interpretations of these laws by California Courts and administrative bodies, as well as any other
27 law that is enforceable through PAGA, Defendants are liable for the following penalties:
28 (i) All statutorily specified penalties recoverable under PAGA as enumerated in the relevant
29 California Labor Code provisions listed herein only if permitted by the PAGA statute; and

(ii) Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code Section 2699(f).

62. The proper measure of penalties under PAGA is the number of violations, whether those violations were committed as against Plaintiff or any Aggrieved Employee, whether a party to this action or not. Further, as a PAGA action, this claim need not be certified as a class action to proceed with a company-wide recovery. *See Arias v. Superior Court*, 46 Cal.4th 969, 970-75 (2009).

63. Pursuant to Labor Code § 2699(g), and/or any and all other applicable laws, Plaintiff is entitled to recover civil penalties, costs, and attorneys' fees.

VI. SIXTH CAUSE OF ACTION

(WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE 1102.5 AGAINST DEFENDANT and Does 1 through 100)

64. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

65. At all times mentioned herein, California Labor Code § 1102.5 was in full force and effect, and binding upon Defendant.

66. Plaintiff reports of various violations of the California Labor and Government Code and to Defendant as alleged herein above, was a motivating factor in Defendant's adverse actions and termination of Plaintiff. Such actions are unlawful, and retaliatory in violation of section 1102.5, and have resulted in damage and injury to Plaintiff, as alleged herein.

67. Plaintiff's report and complaints to Defendant of various violations of the California Labor Code and of those he reasonably believed to be violations of state law as alleged herein above was a motivating factor in Defendant's adverse actions and termination of Plaintiff. Such actions are unlawful, and retaliatory in violation of section 1102.5, and have resulted in damage and injury to Plaintiff, as alleged herein.

1 68. The above conduct violates California Labor Code § 1102.5 entitling Plaintiff to all
2 available categories of damages.

3 69. By reason of the conduct of Defendant and their directors, executives, officers, employees
4 and agents, Plaintiff has necessarily retained attorneys to prosecute the within action. Plaintiff is
5 therefore entitled to reasonable attorney's fees and litigation expenses, including expert witness
6 fees and costs, incurred in bringing the within action.

7
8 70. As a result of Defendant's and each of their actions, Plaintiff sustained economic damages
9 to be proven at trial. As a further result of Defendant's and each of their actions, Plaintiff suffered
10 emotional distress; resulting in damages to be proven at trial. The conduct of Defendant and their
11 directors, executives, officers, employees and agents as described herein was malicious, and/or
12 oppressive, and done with a willful and conscious disregard for Plaintiff's rights and for the
13 deleterious consequences of Defendant's actions. Defendant and their directors, executives,
14 officers, employees and agents or supervisors authorized, condoned, and ratified the unlawful
15 conduct of the remaining Defendant.

16 71. In light of Defendant's willful, knowing, and intentional conduct against Plaintiff, Plaintiff
17 seeks an award of punitive and exemplary damages in an amount according to proof.

18
19 **VII. SEVEN CAUSE OF ACTION**
20 **(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY AGAINST**
21 **DEFENDANT and Does 1 through 100)**

22 72. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

23 73. Plaintiff alleges that the terms and conditions of his employment and the Termination was
24 in violation of the public policy of the State of California, embodied in the California Government
25 Code, Industrial Wage Orders, and the California Labor Code.

26 74. Defendant wrongfully terminated Plaintiff in violation of the public policy of California, as
27 embodied by, inter alia, the California Labor Code § 1102.5. Accordingly, Plaintiff alleges that his
28 termination was in contravention of the substantial public policy embodied in codes, statutes and
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1 regulations such as California Labor Code, § 1102.5.

2 75. It is the law and public policy of the State of California that no employer may terminate or
3 otherwise discriminate against employees in retaliation for the employees asserting their legal
4 rights (*Labor Code* § 98.6(a); *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563, 568; *Tameny v.*
5 *Atlantic Richfield Co.* (1980) 27 Cal.3d 167; *Colarossi v. Coty US Inc.* (2002) 97 Cal.App.4th
6 1142, 1153-1154; *Gantt v. Sentry Insurance* (1992) 1 Cal.4th 1083, 1086-1087; *Deschene v.*
7 *Pinole Point Steel Co.* (1999) 76 Cal.App.4th 33, 41-43), including
8 Plaintiff's Complaints about Labor Code violations as alleged herein. (*Gould v. Maryland Sound*
9 *Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1147; *Grant-Burton v. Covenant Care, Inc.* (2002) 99
10 Cal.App.4th 1361(wrongful termination due to communication about wage issues); *Hentzel v.*
11 *Singer* (1982) 138 Cal.App.3d 290, 296 ("California has long maintained a policy of protecting the
12 right of employees to voice their dissatisfaction with working conditions;" *Phillips v. Gemini*
13 *Moving Specialists* (1998) 63 Cal.App.4th 563 (*Labor Code* § § 201, 202, 216, 221, 222, 223, 224,
14 226, 226.8, 1175, 1199 form the basis of a violation of public policy based on wage complaints).

15
16 76. Defendants and/or DOES 1 through 100 were motivated to terminate Plaintiff's
17 employment on grounds that violate California public policies and laws as set forth in
18 the *LaborCode*, statute, Government Codes and the common law, and as referenced above.

19 77. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered/continue to
20 suffer and incurred/continues to incur substantial loss of earnings, employment benefits and
21 reduced future earning capacity in an amount according to proof at the time of trial. Plaintiff
22 claims such amount as damages together with prejudgment interest pursuant to applicable law.

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24 78. Further Plaintiff has suffered additional expenses in his efforts to regain employment, all to
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1 his damage in an amount according to proof at the time of trial.

2 79. Plaintiff has and is suffering from Embarrassment, humiliation, emotional distress, mental
3 anguish and severe shock to his nervous system, and thereby sustained serious injuries to his
4 physical and mental health, strength and activity, causing him extreme physical and emotional
5 pain, all to his general damage in such amount as may be proven at time of trial. Further, Plaintiff
6 is and will suffer medical expenses, the exact nature and extent of which are unknown to Plaintiff
7 at this time. Additional future medical expenses all to further Plaintiff's damages in an amount to
8 be proven in trial.
9

10 **VIII. PRAYER FOR RELIEF**

11 WHEREFORE plaintiff prays judgment as follows:

- 12 1. For interest, thereon at the legal rate;
- 13 2. Penalties under applicable labor code sections;
- 14 3. For general damages, according to proof on each cause of action for which such damages
15 are available;
- 16 4. For special damages, according to proof on each cause of action for which such damages
17 are available;
- 18 5. For prejudgment and post-judgment interest according to law;
- 19 6. For costs of suit incurred in this action, with interest;
- 20 7. For costs and reasonable attorney's fees as provided by law;
- 21 8. For punitive and exemplary damages; and
- 22 9. For such other and further relief that the court shall deem just and proper.
- 23 10. An award of civil penalties for and on behalf of herself and all similarly situated aggrieved
24 employees pursuant to PAGA only;
- 25 11. Pre-judgment and post-judgment interest to the extent permitted by the PAGA;
- 26 12. Injunctive and Declaratory to the extent allowed by PAGA; and
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1 13. Such other and further relief that the Court deems proper and as permitted by the PAGA.

2 **IX. DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands trial by jury.

4
5 RESPECTFULLY SUBMITTED,

6 M Law Attorneys, APC

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8 Dated: 09/08/2021

9 By: N Mirzaie
10 NARAK MIRZAE, ESQ.
11 Attorneys for Plaintiff,
12 DOMINIQUE WHITEHAIR
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