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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX CENTER

ANNA AVILA, individually, and on behalf of the
State of California and Aggrieved Employees, as
a private attorney general,

Plaintiff,

vs.

ORANGE COURIER, INC., a California
Corporation; EVELL STANLEY, an individual,
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2021-01216982-CU-OE-CXC
Assigned to: Assigned for all Purposes
Dept: Judge Randall J. Sherman

COMPLAINT FOR: CX-105

- 1. FAILURE TO PAY MINIMUM WAGE [LAB. CODE § 1194];**
- 2. FAILURE TO PAY OVERTIME [LAB. CODE §§ 1194 and 510]**
- 3. FAILURE TO PROVIDE MEAL PERIODS [LAB. CODE §§ 226.7 and 512(a) and WAGE ORDERS];**
- 4. FAILURE TO PROVIDE REST PERIODS [LAB. CODE § 226.7 and WAGE ORDERS];**
- 5. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT [LAB. CODE §§ 204 and 210];**
- 6. FAILURE TO TIMELY PAY WAGES UPON SEPARATION [LAB. CODE §§ 201, 202 and 203];**
- 7. NON-COMPLIANT WAGE STATEMENTS [LAB. CODE § 226(a)];**
- 8. FAILURE TO KEEP ACCURATE PAYROLL RECORDS [LAB. CODE §§ 1174(d) and 1174.5]**
- 9. VIOLATION OF LABOR CODE SECTION 232.5;**

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- 10. RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;
- 11. RETALIATION FOR COMPLAINT ABOUT LABOR CODE VIOLATIONS [LAB. CODE § 98.6];
- 12. COMMON LAW WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
- 13. ILLEGAL PHONE RECORDING AND EAVESDROPPING [PEN. CODE §§ 632 and 637.2];
- 14. FAMILIES FIRST CORONAVIRUS RESPONSE ACT VIOLATION [Public Law 116-127];
- 15. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”) – LABOR CODE SECTION 2698 *ET SEQ.* FOR VIOLATIONS OF LABOR CODE SECTIONS 201, 202, 203, 204, 207, 208, 219, 226(a), 226.3, 226.7, 510, 512(a), 558, 558.1, 1174.(d), 1194, 1198, 1198.5, 1199, 432.5, 2810.5, 2441, 3550, 3551, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, and 6407

DATE FILED:
TRIAL DATE:

Plaintiff Anna Avila, individually, and on behalf of the State of California as an aggrieved employee pursuant to Labor Code Section 2698 et seq. (“PAGA”) alleges against Defendants Orange Courier, Inc. and Evell Stanley and DOES 1 through 10 (collectively “Defendants”), and each of them as follows:

GIST OF THE ACTION

1. Defendant Orange Courier, Inc. provides messenger, courier, delivery and warehousing services throughout Southern California. Defendant Evell Stanley is the President and alter ego of Defendant Orange Courier, Inc. Defendants collectively have engaged in systematic labor code violations and subjected former employee, Plaintiff Anna Avila, and other

1 aggrieved employees to a deprivation of rights owed under the California Labor Code.
2 Specifically, Defendants failed to pay Plaintiff for all hours worked, denied her full compensation
3 for time worked including overtime, illegally eavesdropped or recorded Plaintiff's telephone
4 conversations without the knowledge or consent of Plaintiff or the customers being recorded.
5 When Plaintiff complained about these, and other violations, she was retaliated against and
6 terminated. Defendants also denied COVID-19 is real and repeatedly referred to it as a "hoax"
7 and "scam". As a result, Defendants denied Plaintiff and others of COVID sick pay, and refused
8 to implement and maintain any written COVID safety plan or other Cal/OSHA requirements.

9 **THE PARTIES**

10 2. Plaintiff Anna Avila is, and at all times was, a resident of Orange County,
11 California. At all relevant times herein, Plaintiff was employed by Defendants. Plaintiff is, and
12 at all relevant times was, an "aggrieved employee" as that term is defined in California Labor
13 Code Section 2699, subdivision (c).

14 3. Defendant Orange Courier, Inc. is a corporation authorized to do business in
15 California. It provides customers with courier and delivery services throughout Southern
16 California including Orange County, California.

17 4. Defendant Evell Stanley is the owner and President of Orange Courier, Inc. At all
18 relevant times, based on information and belief, she does business in, and resides in Orange
19 County, California.

20 5. The true names or capacities, whether individual, corporate, associate, or otherwise,
21 of Defendants DOES 1 – 10, inclusive, are presently unknown to Plaintiff, who therefore sues
22 such Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this
23 Complaint to allege the true names and capacities when they are ascertained by Plaintiff.

24 6. Defendants have sufficient contacts with California or otherwise purposefully avail
25 themselves of the benefits in the State, so as to render the exercise of jurisdiction over each by a
26 California Court consistent with traditional notions of fair play and substantial justice.

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1 7. Venue is proper in this Court because Plaintiff suffered injuries and damages
2 alleged herein in Orange County, California. Defendants transact business throughout Southern
3 California and had a facility at all relevant times, in Orange County, California.

4 **PAGA EXHAUSTION**

5 8. Plaintiff met all jurisdictional requirements in order to exhaust administrative
6 remedies prior to filing her PAGA claim.

7 9. Specifically, she electronically filed a PAGA Notice of her claims and theories of
8 Labor Code violations with the Labor and Workforce Development Agency (“LWDA”) and
9 Division of Occupational Health and Safety (Cal-OSHA”) at least 65 days prior to filing the instant
10 action. Additionally, she sent the PAGA Notice via certified mail to the Defendants.

11 10. Plaintiff provided her PAGA Notice May 26, 2021. Neither the LWDA, nor Cal-
12 OSHA expressed interest in investigating the matter. Plaintiff seeks PAGA remedies on behalf of
13 all exempt or non-exempt employees of Defendants that were subjected to at least the following
14 Labor Code violations: Labor Code Sections 201, 202, 203, 204, 207, 208, 219, 226(a), 226.3,
15 226.7, 510, 512(a), 558, 558.1, 1174(d), 1194, 1198, 1198.5, 1199, 432.5, 2810.5, 2441, 3550,
16 3551, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, and 6407.

17 **GENERAL ALLEGATIONS**

18 11. On or about November 18, 2019, Defendants hired Plaintiff Avila as a non-exempt
19 customer service representative. Defendants informed Plaintiff Avila she was hired at a rate of
20 \$17.00 per hour.

21 12. Very soon into the job, Plaintiff Avila noticed that the work environment at
22 Defendant Orange Courier, Inc. was not a professional business environment. Instead, Defendant
23 Evell Stanley ran the business like her own personal fiefdom, as if it were not obligated to follow
24 the laws of California. It was discussed between the workforce that many of Defendant Orange
25 Courier, Inc.’s work force had criminal records. Which, in and of itself, is not a problem. And, it
26 would make for a great public relations stance for Defendant Orange Courier, Inc. to give convicts
27 a second chance through gainful employment, since Defendant Evell Stanley was convicted for
28 workers’ compensation fraud and tax evasion related crimes.

1 13. The sad reality, however, was that Defendants hired convicts not to give them a
2 second chance, but to lord it over them and extract obeisance with the threat of termination for not
3 complying with Defendants' shady practices. Most convicts felt grateful to have employment and
4 were disinclined to complain about Defendants' many workplace and wage and hour violations.

5 14. Plaintiff Avila was not a convict and was not constrained by fear of reprisal for
6 speaking out against workplace and labor code violations. Not to long after she started, Plaintiff
7 noticed her pay was not reflective of the actual hours of work performed. Additionally, she was
8 not provided with the correct overtime rate based upon her hourly rate of \$17.00 per hour.

9 15. Plaintiff went to inquire with payroll what the issue was with her shorted pay.
10 Payroll informed Plaintiff that Defendant Evell Stanley does not provide overtime, but as a favor
11 she would blend the hourly rates and numbers worked and change them to reflect that overall,
12 Plaintiff made \$17.00 per hour as a blended rate. However, at all times, Defendants' wage
13 statements and payroll records were inaccurate and failed to capture the real number of hours
14 worked and denied Plaintiff her base rate of \$17.00 (\$18.00 by the time she was terminated) per
15 hour and correct overtime rate.

16 16. Additionally, Plaintiff was forced to work off the clock at times. For example, if
17 she arrived early at work and started working, she was prohibited from inputting her time until
18 7:30 a.m. even if she began working at 6:45 a.m.

19 17. Defendants knew or should have known that Plaintiff worked over eight hours in a
20 day or over forty hours in a week, or both, without overtime compensation. However, at all
21 relevant times, Defendants failed to pay overtime wages to Plaintiff.

22 18. In addition to being deprived of full compensation for all her hours worked,
23 including overtime, Plaintiff was deprived of compliant meal breaks. Defendants knew or should
24 have known that Plaintiff was entitled to receive meal periods or payment of one additional hour
25 of pay at her regular pay rate for meal periods she was entitled to but no provided. Defendants
26 failed to provide Plaintiff with lawful meal periods and failed to pay her one additional hour of pay
27 at her regular rate for meal periods not provided. Defendants failed to provide Plaintiff with
28 uninterrupted, 30-minute, duty-free meal periods before the sixth hour of work.

1 19. In addition to being deprived of full compensation for all her hours worked,
2 including overtime, Plaintiff was deprived of legally compliant rest breaks. Defendants knew or
3 should have known that Plaintiff was entitled to receive rest periods or payment of one additional
4 hour of pay at her regular pay rate for rest periods she was entitled to but not provided. Defendants
5 failed to provide Plaintiff with lawful rest periods and failed to pay her one additional hour of pay
6 at her regular rate for the rest periods that were not provided. At all relevant times, Defendants
7 failed to provide Plaintiff with one 10-minute rest break for shifts of three-and-one half to six hours
8 in length and failed to provide a second 10-minute break for shift more than six hours up to ten.
9 For shifts exceeding ten hours, Defendants also deprived Plaintiff of a break. Plaintiff was not
10 able to take timely rest periods because many times Defendants were short staffed.

11 20. Defendants knew or should have known that Plaintiff was entitled to receive
12 complete and accurate wage statements in accordance with California law. Nonetheless, at all
13 relevant times Defendants failed to provide complete or accurate wage statements.

14 21. Defendants knew or should have known that it had a duty to keep complete or
15 accurate payroll records for Plaintiff in accordance with California law. Nonetheless, at all relevant
16 times, Defendants failed to keep complete or accurate payroll records for Plaintiff.

17 22. When the COVID-19 pandemic occurred, Defendants laughed it off as nothing
18 more than a hoax and vast conspiracy. Even though Latinos were among the hardest ethnic group
19 hit, and Defendants employ many Latinos, Defendants refused to implement any safety precautions
20 or protocols for dealing with COVID-19 in the workplace. Resultantly, many of Defendants'
21 employees, including Plaintiff contracted COVID-19 during the pandemic. However, because
22 Defendants were COVID-19 deniers, they refused to provide their employees, including Plaintiff
23 with COVID sick pay. This violated the Families First Coronavirus Response Act.

24 23. By April and May 2021, Plaintiff Avila decided to take a firmer stance against
25 Defendants for their wage and hour and workplace abuse. Plaintiff once again voiced her concern
26 that Defendants were violating the law by not properly paying employees, including Plaintiff, the
27 correct wage and overtime. Defendant Stanley told Plaintiff to let it go and let her know that
28 Defendant Stanley had no intention to change her way of managing or operating Defendant Orange

1 Courier, Inc. The payroll department expressed the same sentiments when Plaintiff approached
2 them with her concerns as well.

3 24. By May 2021, Plaintiff was informed there was an investigation pending because
4 Plaintiff was recorded “badmouthing” the Defendants during a call. Plaintiff never consented to
5 have her calls listened to, or recorded and no advanced notice was ever provided to Plaintiff or
6 other employees, or the customers that call in. Instead, a member of the IT team apparently was
7 listening and/or recording Plaintiff’s calls without her knowledge or consent.

8 25. While out on leave, Plaintiff informed Defendants that recording or eavesdropping
9 without all parties’ consent was illegal. While Plaintiff was still on leave, Defendants terminated
10 Plaintiff.

11 26. Labor Code Section 219 (a) prohibits attempting to circumvent the payment of full
12 wages and other obligations imposed under Article I (Labor Code Sections 200-244) through any
13 contract, whether written, oral or implied. Additionally, Labor Code Section 432.5 prohibits every
14 employer from requiring any employee to agree in writing to any term or condition which employer
15 knows to be prohibit by law. Here, Plaintiff believes Defendants violated Section 219 and 432.5
16 by compelling aggrieved employees to forego wages lawfully due and owing to them for unpaid
17 overtime and other wages, by entering into invalid severance agreements illegally waiving wages
18 due and owing to them.

19 27. Labor Code Section 207 requires employers to post conspicuously at the place of
20 work, a notice specifying the regular pay days and time and place of payment. Plaintiff and other
21 aggrieved employees did not receive the benefit of the information required to be posted at
22 Defendants’ warehouse facility where Plaintiff and other aggrieved employees worked.

23 28. Labor Code Section 208 requires that employers pay every employee who is
24 discharged, at the place of discharge, and every employee who quits shall be paid at the office or
25 agency of the employer in the county where the employer was working. Plaintiff and other
26 aggrieved employees did not receive their last paycheck at Defendants’ facility where Plaintiff and
27 other aggrieved employees were working.

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1 29. Employers are required under Labor Code Section 2810.5 to provide new non-
2 exempt employees with certain information such as rates of pay and basis thereof; whether paid
3 by shift, hour, day or week; allowances claimed; regular payday designated by employer; the name
4 of the employer; the physical address of the employer; the telephone number of the employer; and
5 the name and address of the employer's workers' compensation carrier. Plaintiff and other
6 aggrieved employees never received the required wage notice within the time required under the
7 statute.

8 30. Labor Code Section 2441(a) states every employer of labor in this state shall,
9 without making a charge therefor, provide fresh and pure drinking water to his or her employees
10 during work hours. Access to the drinking water shall be permitted at reasonable and convenient
11 times and places. Defendant violated Plaintiff and other aggrieved employees' right to access free,
12 fresh and pure drinking water at reasonable and convenient times and places.

13 31. California Labor Code Section 3550(a) states that every employer shall post and
14 keep posted in a conspicuous location frequented by employees, and where the notice may be
15 easily read by employees during the hours of the workday, a notice that states the name of the
16 current compensation insurance carrier of the employer, or when such is the fact, that the employer
17 is self-insured, and who is responsible for claims adjustment. Additionally, 3550(d) states that the
18 form and content of the notice required by this section shall advise employees that all injuries
19 should be reported to their employer. The notice shall be easily understandable. It shall be posted
20 in both English and Spanish where there are Spanish-speaking employees. The notice shall include
21 the following information how to get emergency treatment; events, injuries and illnesses covered
22 by workers' compensation; and the injured employee's right to receive medical care; the rights of
23 the employee to receive temporary disability indemnity, permanent disability indemnity,
24 supplemental job displacement, and death benefits, as appropriate; to whom injuries should be
25 reported; the existence of time limits for the employer to be notified of an occupational injury; the
26 protections against discrimination provided pursuant to Section 132a; the Internet Web site address
27 and contact information that employees may use to obtain further information about the workers'
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1 compensation claims process and an injured employee's rights and obligations, including the
2 location and telephone number of the nearest information and assistance officer.

3 32. Defendants violated Labor Code Section 3550 by failing to post a notice where it
4 may easily be read by Plaintiff and other aggrieved employees during the workday, and one that
5 contained the notice with the required specified information in both Spanish and English.

6 33. Labor Code Section 3551 requires every employer to provide every employee at
7 the time of employment, or by the end of the first pay period, a written notice of all the information
8 contained in Labor Code Section 3550. The notice is required to be easily understandable and in
9 English and Spanish. In addition, Section 3551 also requires the employer to provide notice to the
10 employee how to obtain appropriate medical care for a job injury; the role and function of the
11 primary treating physician; and a form that the employee may use as an optional method of
12 notifying the employer of the name of the employee's person physician or personal chiropractor.

13 34. Defendants violated Labor Code Section 3551 by failing to provide Plaintiff and
14 other aggrieved employees, with written notice containing all of the information required under
15 Labor Code Section 3550, failed to provide such information by the end of the first pay period,
16 failed to provide the information in both English and Spanish, and failed to provide notice to the
17 employees how to obtain medical care for a job injury, what the primary treating physician's role
18 is. Additionally, the Defendants failed to provide a form that the employee could use to notify the
19 employer of their own personal physician or chiropractor.

20 35. Labor Code Section 6401 requires that every employer shall furnish and use safety
21 devices and safeguards, and shall adopt and use practices, means, methods, operations, and
22 processes which are reasonably adequate to render such employment and place of employment
23 safe and healthful. Every employer shall do every other thing reasonably necessary to protect the
24 life, safety, and health of employees.

25 36. Labor Code Section 6403 prohibits (a) employer from failing to provide safety
26 devices and safeguards reasonably adequate to render the employment and place of employment
27 safe; (b) employer from failing to use methods and processes reasonably adequate to render the
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1 employment and place of employment safe; and (c) employer from failing to do any other thing
2 reasonably necessary to protect the life, safety and health of employees.

3 37. Labor Code Section 6406 (d) prohibits employers from failing or neglecting to do
4 everything reasonably necessary to protect the life, safety and health of employees.

5 38. California Code of Regulations, Title 8 Section 3205 went into effect in November
6 2020. It requires at least the following: Under subpart (c): That employers establish, implement
7 and maintain an effective written COVID-19 Prevention Program, that contains (1) a system for
8 communicating that is readily understandable to employees; (2) a system for identifying and
9 evaluating COVID-19 hazards; (3) a system for investigating and responding to COVID-19 cases
10 in the workplace; (4) a system for the correction of COVID-19 hazards; (5) a system for training
11 and instructing employees; (6) a system for physical distancing; (7) a system and implementation
12 of providing face coverings; (8) a system of other engineering controls, administrative controls,
13 and personal protective equipment; (9) a system for reporting, recordkeeping and access.

14 39. Moreover, Section 3205 (c)(9)(C) requires the employer to maintain records of the
15 steps taken to implement the written COVID-19 Prevention Program. Under (c)(9)(D) the
16 employer must make the COVID-19 Prevention Program available to employees. Under (c)(9)(E)
17 the employer must keep record of all COVID-19 cases with the employee's name, contact
18 information, occupation, location where they worked, last date at the workplace, and date of
19 positive test.

20 40. Here, Defendants failed to establish, implement, maintain and enforce a compliant
21 written COVID-19 Prevention Program that is in a form readily understandable to employees.
22 Moreover, they have failed to maintain records of the steps taken to implement the written
23 COVID-19 Prevention Program. To the extent they had a COVID-19 Prevention Program it failed
24 to contain the required sections of: (1) a system for communicating that is readily understandable
25 to employees; (2) a system for identifying and evaluating COVID-19 hazards; (3) a system for
26 investigating and responding to COVID-19 cases in the workplace; (4) a system for the correction
27 of COVID-19 hazards; (5) a system for training and instructing employees; (6) a system for
28 physical distancing; (7) a system and implementation of providing face coverings; (8) a system

1 of other engineering controls, administrative controls, and personal protective equipment; (9) a
2 system for reporting, recordkeeping and access. As a result, Defendants violated Labor Code
3 Sections 6401, 6403, and 6406, by failing to provide the aggrieved employees with a safe and
4 healthful working environment with the appropriate face coverings, gloves, and properly
5 implementing a system to appropriately clean and disinfecting machinery, equipment, tools,
6 locker rooms and door knobs, buttons and switches and areas, the clock in and clock-out areas,
7 keyboards, and telephones, and things touched throughout the work day by the numerous
8 employees.

9 41. Labor Code Section 6401 requires that every employer shall furnish and use safety
10 devices and safeguards, and shall adopt and use practices, means, methods, operations, and
11 processes which are reasonably adequate to render such employment and place of employment
12 safe and healthful. Every employer shall do every other thing reasonably necessary to protect the
13 life, safety, and health of employees.

14 42. Labor Code Section 6403 prohibits (a) employer from failing to provide safety
15 devices and safeguards reasonably adequate to render the employment and place of employment
16 safe; (b) employer from failing to use methods and processes reasonably adequate to render the
17 employment and place of employment safe; and (c) employer from failing to do any other thing
18 reasonably necessary to protect the life, safety and health of employees.

19 43. Labor Code Section 6406 (d) prohibits employers from failing or neglecting to do
20 everything reasonably necessary to protect the life, safety and health of employees.

21 44. California Code of Regulations, Title 8 Section 3205 went into effect in November
22 2020. It requires at least the following: Under subpart (c): That employers establish, implement
23 and maintain an effective written COVID-19 Prevention Program, that contains (1) a system for
24 communicating that is readily understandable to employees; (2) a system for identifying and
25 evaluating COVID-19 hazards; (3) a system for investigating and responding to COVID-19 cases
26 in the workplace; (4) a system for the correction of COVID-19 hazards; (5) a system for training
27 and instructing employees; (6) a system for physical distancing; (7) a system and implementation
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1 of providing face coverings; (8) a system of other engineering controls, administrative controls,
2 and personal protective equipment; (9) a system for reporting, recordkeeping and access.

3 45. Moreover, Section 3205 (c)(9)(C) requires the employer to maintain records of the
4 steps taken to implement the written COVID-19 Prevention Program. Under (c)(9)(D) the
5 employer must make the COVID-19 Prevention Program available to employees. Under (c)(9)(E)
6 the employer must keep record of all COVID-19 cases with the employee's name, contact
7 information, occupation, location where they worked, last date at the workplace, and date of
8 positive test.

9 46. Here, Defendants failed to establish, implement, maintain and enforce a compliant
10 written COVID-19 Prevention Program that is in a form readily understandable to employees.
11 Moreover, they have failed to maintain records of the steps taken to implement the written COVID-
12 19 Prevention Program. To the extent they had a COVID-19 Prevention Program it failed to contain
13 the required sections of: (1) a system for communicating that is readily understandable to
14 employees; (2) a system for identifying and evaluating COVID-19 hazards; (3) a system for
15 investigating and responding to COVID-19 cases in the workplace; (4) a system for the correction
16 of COVID-19 hazards; (5) a system for training and instructing employees; (6) a system for
17 physical distancing; (7) a system and implementation of providing face coverings; (8) a system of
18 other engineering controls, administrative controls, and personal protective equipment; (9) a
19 system for reporting, recordkeeping and access. As a result, Defendants violated Labor Code
20 Sections 6401, 6403, and 6406, by failing to provide the aggrieved employees with a safe and
21 healthful working environment with the appropriate face coverings, gloves, and properly
22 implementing a system to appropriately clean and disinfecting machinery, equipment, tools, locker
23 rooms and door knobs, buttons and switches and areas, the clock in and clock-out areas, keyboards,
24 and telephones, and things touched throughout the work day by the numerous employees.

25 47. Finally, Labor Code Section 6401.7 requires employers to maintain effective injury
26 prevention programs, and timely correct unsafe and unhealthy conditions and practices, failing to
27 and provide with employee training obligations and record steps taken to implement injury
28 prevention programs. Defendants failed to comply with Labor Code Section 6401.7.

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1 54. Plaintiff performed work for Defendants.

2 55. Plaintiff was paid less than the minimum wage and her hourly rate by Defendants
3 for hours worked off the clock.

4 56. As a proximate result of the aforementioned violations, Plaintiff has been damaged
5 in an amount according to proof at the time of trial, including liquidated damages under Section
6 1194.2 and penalties under Section 1197.1

7 **SECOND CAUSE OF ACTION**

8 **(Non-Payment of Overtime Wage – Labor Code Sections 1194, 1198, 510 and IWC**
9 **Orders)**

10 **(Plaintiff Against Defendants)**

11 57. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
12 though fully set forth herein.

13 58. Plaintiff performed work for Defendants and worked overtime hours.

14 59. Defendants knew, or should have known that Plaintiff worked overtime, and that
15 Plaintiff was not paid for the overtime. Specifically, that she was working off the clock time and
16 also was working in excess of eight hours a day without overtime compensation.

17 60. Plaintiff is also entitled to liquidated damages, fines and penalties under Labor
18 Code Section 1194.2.

19 **THIRD CAUSE OF ACTION**

20 **(Failure to Provide Meal Breaks – Labor Code Sections 226.7 and 512(a) and IWC Wage**
21 **Order)**

22 **(Plaintiff Against Defendants)**

23 61. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
24 though fully set forth herein.

25 62. At all relevant times, the IWC Order and Labor Code Sections 226.7 and 512(a)
26 were in effect and applicable to Defendants.

27 63. At all relevant times, Defendants failed to provide Plaintiff with duty free meal
28 periods in accordance with Labor Code Sections 226.7 and 512(a) and the IWC Order. In some

1 instances, she was interrupted during her meals, while in other instances, she was given meal
2 period beyond the time window provided by law – not before the end of the fifth hour.

3 64. At all relevant times, Defendants intentionally and willfully failed to compensate
4 Plaintiff with one additional hour of pay at her normal regular rate of pay for meal periods that
5 were not provided in accordance with California Labor Code Sections 226.7 and 512(a) and
6 applicable IWC Order.

7 65. Defendants' conduct violates the applicable IWC Order and California Labor
8 Code Sections 226.7 and 512(a), and Plaintiff is thus entitled to recover from Defendants one
9 additional hour of pay at her regular rate for each workday that a compliant meal period was not
10 provided.

11 **FOURTH CAUSE OF ACTION**

12 **(Failure to Provide Rest Breaks – Labor Code Section 226.7 and IWC Wage Order)**

13 **(Plaintiff Against Defendants)**

14 66. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
15 though fully set forth herein.

16 67. Labor Code Section 226.7 and the applicable IWC Wage Order provide that every
17 employer shall authorize and permit all employees to take rest breaks, which in so far as
18 practicable shall be in the middle of each work period and that the rest period time shall be based
19 on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or
20 major fraction thereof unless the total daily work time is less than three- and one-half hours.

21 68. At all relevant times, Defendants regularly failed to authorize and permit Plaintiff
22 to take duty-free rest periods in accordance with California Labor Code Section 226.7 and the
23 applicable IWC Wage Order. In particular, Defendants required Plaintiff to work four or more
24 hours without authorizing or permitting a ten-minute rest period per each four-hour period or
25 major fraction thereof worked.

26 69. Further, at all relevant times, Defendants failed to compensate Plaintiff premium
27 pay of one additional hour of pay at their regular pay rate for rest periods that were not provided
28 in accordance with Labor Code Section 226.7 and the applicable IWC Wage Orders.

70. Defendants' conduct violates the applicable IWC Wage Order and Labor Code Section 226.7. Consequently, pursuant to the IWC Order and Labor Code Section 226.7, Plaintiff is entitled to recover from Defendants one additional hour of pay at his regular rate of pay for each workday that a rest period was not provided.

FIFTH CAUSE OF ACTION

(Wages Not Timely Paid During Employment – Labor Code Sections 204 and 210)

(Plaintiff Against Defendants)

71. Plaintiff realleges and incorporates by reference all the preceding paragraphs as though fully set forth herein.

72. Labor Code Section 204 provides that all wages earned by an employee for labor performed between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the work was performed. Section 204 also provides that all wages earned by any employee for labor performed between the 16th day and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st day and 10th day of the following month. The section further provides that all wages earned for labor in excess of the normal week period shall be paid no later than the payday for the next regular payroll period.

73. Defendants intentionally and willfully failed to pay Plaintiff all wages earned and due to her, within the time permitted under Labor Code Section 204.

74. Labor Code Section 210 authorizes the following civil penalties for violation of Labor Code Section 204, which are in addition to, and entirely independent and apart from, any other civil or criminal penalties: “(1) for any initial violation, or any willful or intentional violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” The penalties enumerated in Labor Code Section 210 may be recovered in a private civil action. California Labor Code Section 210(b). Thus, Plaintiff is therefore entitled to recover civil penalties pursuant

1 to Labor Code Sections 210 and 218 and all other remedies available for Defendants' violating
2 Labor Code Section 204.

3 **SIXTH CAUSE OF ACTION**

4 **(Final Wages Not Timely Paid – Labor Code Sections 201, 202 and 203)**

5 **(Plaintiff Against Defendants)**

6 75. Plaintiff realleges and incorporate by reference all the preceding paragraphs as
7 though fully set forth herein.

8 76. California Labor Code Sections 201 and 202 provide that if an employer
9 discharges an employee, the wages earned and unpaid at the time of the discharge are due and
10 payable immediately, and if an employee quits his or her employment, his or her wages shall
11 become due and payable not later than seventy-two (72) hours thereafter, unless the employee
12 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
13 employee is entitled to his or her wages at the time of quitting.

14 77. At all relevant times, Defendants intentionally and willfully failed to pay Plaintiff
15 all her earned and unpaid wages at the time she was terminated, in violation of California Labor
16 Code Sections 201 and 202.

17 78. California Labor Code Section 203 provides that if an employer willfully fails to
18 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
19 continue as a penalty from the due date thereof at the same rate until paid or until an action is
20 commenced; but the wages shall not continue for more than thirty (30) days.

21 79. Accordingly, Plaintiff is entitled to recover from Defendants the statutory penalty
22 wages for each day she was not paid, up to a thirty (30) day maximum pursuant to Section 203.

23 **SEVENTH CAUSE OF ACTION**

24 **(Non-Compliant Wage Statements – Labor Code Sections 226(a) and 226.3)**

25 **(Plaintiff Against Defendants)**

26 80. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
27 though fully set forth herein.

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1 81. California Labor Code Section 226(a) provides that every employer shall furnish
2 each employee an accurate itemized statement in writing showing: (1) gross wages earned; (2)
3 total hours worked by the employee; (3) the number of piece-rate unites earned and any
4 applicable piece rate if the employee is paid on a basis; (4) all deductions, provided that all
5 deductions made on written orders of the employee may be aggregated and shown as one item;
6 (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7)
7 the name of the employee and his or her social security number; (8) the name and address of the
8 legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period
9 and the corresponding number of hours worked at each hourly rate by the employee. The
10 deductions made from payments of wages shall be recorded in ink or other indelible form,
11 properly dated, showing the month, day, and year and a copy of the statement or a record of the
12 deductions shall be kept on file by the employer for at least three years at the place of
13 employment or at a central location within the State of California.

14 82. At all relevant times, Defendants intentionally and willfully failed to provide
15 Plaintiffs with complete and accurate wage statements as required by Labor Code Section 226.

16 83. As a result of Defendants' violations of California Labor Code Section 226(a),
17 Plaintiff suffered injuries and damages, including confusion over whether she received all wages
18 earned and owed, difficulty and expense involved in reconstructing pay records, and forcing her
19 to make mathematical computations to analyze whether the wages paid in fact properly
20 compensated her.

21 84. Accordingly, Plaintiff is entitled to recover from Defendants the greater of his
22 actual damages caused by Defendants' failure to comply with Section 226(a), or an aggregate
23 penalty not exceeding \$4,000 and other penalties and fines.

24 **EIGHTH CAUSE OF ACTION**

25 **(Failure to Keep Accurate Payroll Records – Labor Code Sections 1174(d) and 1174.5)**

26 **(Plaintiff Against Defendants)**

27 85. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
28 though fully set forth herein.

1 86. Pursuant to California Labor Code Section 1174(d), an employer shall keep, at a
2 central location in the state or at the plants or establishments at which employees are employed,
3 payroll records showing the hours worked daily by, and the wages paid to employees employed
4 at the respective plants or establishments. These records shall be kept on file for not less than
5 two years. And Section 1174(d) also states that an employer shall not prohibit an employee from
6 maintaining a personal record of hours worked.

7 87. At all relevant times, Defendants intentionally and willfully failed to keep accurate
8 and complete payroll records showing the actual daily hours worked and the proper wages to be
9 paid to Plaintiff.

10 88. As a result of Defendants' violation of California Labor Code Section 1174(d),
11 Plaintiff has suffered injuries and damages, including confusion over whether she received all
12 wages earned and owed to her, difficulty and expense involved in reconstructing pay records,
13 and forcing her to make mathematical computations to analyze the wages paid were accurate.
14 Additionally, Plaintiff has been injured by Defendants' intentional and willful violation of
15 California Labor Code Section 1174(d) because she was denied both the legal right to receive,
16 and the protected interest in receiving, accurate payroll records pursuant to Labor Code Section
17 1174(d).

18 89. Labor Code Section 1174.5 provides that any person employing labor who
19 willfully fails to maintain accurate and complete records as required by Labor Code Section
20 1174(d) shall be subject to a civil penalty in the amount of \$500.

21 90. Accordingly, Plaintiff is entitled to recover a civil penalty in the amount of \$500
22 pursuant to Labor Code Section 1174.5 and all other remedies.

23 **NINTH CAUSE OF ACTION**

24 **(Retaliation – Labor Code Section 232.5)**

25 **(Plaintiff Against Defendants)**

26 91. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
27 though fully set forth herein.

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1 92. Defendants were prohibited from discharging, formally disciplining, or
2 discriminating against Plaintiff for disclosing information about Defendants' working
3 conditions. Plaintiff disclosed information about Defendants' working conditions, including but
4 not limited such information as: (a) Defendants' failure to pay Plaintiff and other employees for
5 all hours worked, including overtime; (b) Defendants' lack of concern or empathy for employees,
6 including refusal to allow Plaintiff to have time off for the death of her grandmother; (c)
7 Defendants' violations by recording employees and customers or eavesdropping on their
8 conversations without consent; (d) Defendants' total disregard for the health and safety of the
9 employees or work place by denying the reality of COVID-19.

10 93. As a result of Plaintiff disclosing information about Defendants' working
11 conditions, Defendants retaliated against her, formally disciplined her, discriminated against her,
12 and discharged her.

13 94. Defendants' wrongful termination of Plaintiff was a substantial factor in causing
14 Plaintiff economic damages and lost wages, both past and future, and suffering emotion and
15 mental distress, all in a sum to be proven and determined at trial.

16 95. Defendants' conduct described herein in was intended to cause injury to Plaintiff
17 to send a message to other employees that they too would be terminated for complaining and
18 voicing concern about Defendants' various legal violations. Defendants' conduct was willful and
19 consciously disregarded Plaintiff's rights and subjected her to unjust hardship so as to constitute
20 malice, oppression or fraud under California Civil Code Section 3294, thereby entitling Plaintiff
21 to punitive and exemplary damages in an amount appropriate to punish or set an example of
22 Defendants.

23 **TENTH CAUSE OF ACTION**

24 **(Retaliation – Labor Code Section 1102.5)**

25 **(Plaintiff Against Defendants)**

26 96. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
27 though fully set forth herein.

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1 97. During her tenure of being employed by Defendants, Plaintiff reported to a person
2 with authority over her at least the following information, where she had reasonable cause that
3 such information disclosed legal violations: (a) that Plaintiff and other employees were not getting
4 compensated for all work performed; (b) that Defendants were not accurately logging employees'
5 time or hours or meal breaks; (c) that Defendants were breaking the law by illegally
6 eavesdropping or recording phone calls without the consent or knowledge of employees or
7 customers; (d) that Defendants were putting employees' lives and health at risk by denying
8 COVID-19 exists or that it posed a danger in the workplace.

9 98. As a result of Plaintiff disclosing such information, Defendants retaliated against
10 her and subjected her to adverse employment actions such as harassing her, and finally
11 terminating her.

12 99. As a direct and proximate result of the unlawful conduct of Defendants, Plaintiff
13 suffered a loss of earning and benefits and Plaintiff has also suffered emotional distress as a result
14 of Defendants' actions.

15 100. Plaintiff is entitled to recover \$10,000 in statutory penalties per violation under
16 Section 1102.5 (f).

17 101. Defendants' conduct described herein in was intended to cause injury to Plaintiff
18 to send a message to other employees that they too would be terminated for complaining and
19 voicing concern about Defendants' illegal and unethical business practices. Defendants' conduct
20 was willful and consciously disregarded Plaintiff's rights and subjected her to unjust hardship so
21 as to constitute malice, oppression or fraud under California Civil Code Section 3294, thereby
22 entitling Plaintiff to punitive and exemplary damages in an amount appropriate to punish or set
23 an example of Defendants.

24 **ELEVENTH CAUSE OF ACTION**

25 **(Retaliation – Labor Code Section 98.6)**

26 **(Plaintiff Against Defendants)**

27 102. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
28 though fully set forth herein.

1 103. At all relevant times, Labor Code Section 98.6 was in effect and binding upon
2 Defendants. Labor Code Section 98.6 prohibits any person from retaliating, discriminating, or
3 taking any adverse action against an employee for, among other activities, making a written or
4 oral complaint that he or she is owed back wages, or exercising other rights under the Labor
5 Code.

6 104. At all relevant times, Defendants engaged in prohibited and illegal practices that
7 affected Plaintiff's employment. Defendants failed to pay overtime for work over eight hours a
8 day, and failed to provide compliant meal and rest breaks, failed to maintain accurate time and
9 payroll records, and failed to provide a safe working environment under Labor Code Sections
10 6400, 6402, 6404 and 6407.

11 105. When Plaintiff complained to Defendants about such abusive and illegal
12 employment practices, they terminated her.

13 106. As a result of Defendants' discrimination and retaliation and harassment, Plaintiff
14 has suffered, and continues to suffer economic damages, including past and continuing loss of
15 wages, and non-economic damages, including pain and suffering and emotional and mental
16 distress, in a sum to be determined at trial.

17 107. Plaintiff is also entitled to recover statutory civil penalties of \$10,000 per violation
18 in accordance with Labor Code Section 98.6. Plaintiff is also entitled to be reinstated and to go
19 back to work for Defendant Orange Courier, Inc.

20 108. Defendants' conduct described herein was intended to cause injury to Plaintiff to
21 send a message to other employees that they would be terminated and harassed for complaining
22 and voicing concern about Defendants' illegal and unethical business practices. Defendants'
23 conduct was willful and consciously disregarded Plaintiff's rights and subjected her to unjust
24 hardship so as to constitute malice, oppression or fraud under California Civil Code Section
25 3294, thereby entitling Plaintiff to punitive and exemplary damages in an amount appropriate to
26 punish or set an example of Defendants.

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TWELFTH CAUSE OF ACTION
(Wrongful Termination In Violation Of Public Policy)
(Plaintiff Against Defendants)

109. Plaintiff hereby incorporates by reference the allegations in the above paragraphs of this Complaint as though fully set forth herein.

110. Defendants employed Plaintiff at all relevant times.

111. Defendants terminated Plaintiff's employment in violation of public policy. A substantial motivating factor in Defendants' termination of Plaintiff was: (a) exercising her California Constitutional right to privacy and rights under Penal Code Section 632 and 637.2 to be free from illegal eavesdropping or recording of phone calls; (b) complaining that work conditions were unsafe and Defendants were violating COVID protocols and Cal/OSHA standards; (c) reporting likely violations of Penal Code Section 632 and 637.2 to customers; (e) complaining about the working conditions, illegal conduct and Labor Code violations under Labor Code Section 232.5 and 1102.5 and 98.6.

112. Defendants' wrongful termination of Plaintiff was a substantial factor in causing Plaintiff economic damages and lost wages, both past and future, and suffering emotion and mental distress, all in a sum to be proven and determined at trial.

113. Defendants' conduct described herein in was intended to cause injury to Plaintiff to send a message to other employees that they too would be terminated for complaining and voicing concern about Defendants' illegal and unethical business practices. Defendants' conduct was willful and consciously disregarded Plaintiff's rights and subjected her to unjust hardship so as to constitute malice, oppression or fraud under California Civil Code Section 3294, thereby entitling Plaintiff to punitive and exemplary damages in an amount appropriate to punish or set an example of Defendants.

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THIRTEENTH CAUSE OF ACTION

**(Violation of California Invasion of Privacy Act – Illegal Eavesdropping or Recording
Communications – Penal Code Sections 632, 637.2)
(Against all Defendants)**

114. Plaintiff hereby incorporates by reference the allegations in the above paragraphs of this Complaint as though fully set forth herein.

115. Defendants intentionally eavesdropped or recorded Plaintiff's conversations by using an electronic device;

116. Plaintiff had a reasonable expectation that the conversation was not being overheard or recorded;

117. Defendants did not have the consent of all parties to the conversation to eavesdrop on or record it;

118. Plaintiff was harmed and Defendants' conduct was a substantial factor in causing her harm. Plaintiff suffered economic and non-economic damages, lost wages, emotional distress, shock and humiliation. Plaintiff is entitled to greater of statutory damages of \$5,000 or treble actual damages under Penal Code Section 637.2.

119. By operation of Penal Code Section 637.2, Plaintiff is also entitled to seek injunctive relief enjoining Defendants from continuing to record or eavesdrop on telephone conversations without providing customers and employees with the knowledge they are being recorded.

120. Defendants' conduct described herein in was intended to cause injury to Plaintiff and was willful and consciously disregarded Plaintiff's rights and subjected her to unjust hardship so as to constitute malice, oppression or fraud under California Civil Code Section 3294, thereby entitling Plaintiff to punitive and exemplary damages in an amount appropriate to punish or set an example of Defendants.

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1 **FOURTEENTH CAUSE OF ACTION**

2 **(Families First Coronavirus Response Act Violation)**

3 **(Plaintiff Against All Defendants)**

4 121. Plaintiff hereby incorporates by reference the allegations in the above paragraphs
5 of this Complaint as though fully set forth herein.

6 122. Congress enacted the Families First Coronavirus Response Act effective from April
7 1, 2020 through December 31, 2020. Defendant Orange Courier, Inc. was a covered employer
8 under the FFCRA.

9 123. Defendant Orange Courier, Inc. was required to provide employees up to 80 hours
10 of paid sick leave if employees were positive for COVID or advised to self-quarantine due to
11 COVID symptoms. Defendant Evell Stanley is the alter-ego of Defendant Orange Courier, Inc.

12 124. In December of 2020, Plaintiff Avila tested positive for COVID and remained out
13 of work for three weeks. Defendants failed to pay Plaintiff two-week's pay required under the
14 FFCRA. Plaintiff is entitled to recover all remedies and penalties set forth in Sections 16 and 17
15 of the Fair Labor Standards Act and 29 U.S.C. 216 including a fine of \$10,000, lost wages,
16 liquidated damages, and attorneys' fees and costs.

17 **FIFTEENTH CAUSE OF ACTION**

18 **(Violation of Labor Code Section 2698, et seq. California Private Attorneys General**
19 **Act – "PAGA")**

20 **(Against All Defendants)**

21 125. Plaintiff hereby incorporates by reference the allegations in the above paragraphs
22 of this Complaint as though fully set forth herein.

23 126. PAGA permits an "aggrieved employee" to bring a civil action on behalf of him or
24 herself and on behalf of all other aggrieved employees to recover civil penalties for an employer's
25 violation of sections enumerated in Labor Code Section 2699.5 and 2699.3. An "aggrieved
26 employee" is defined in Labor Code Section 2699, subdivision (c), as "any person who was
27 employed by the alleged violator and against whom one or more of the alleged violations was
28 committed."

1 127. Plaintiff and other aggrieved employees are “aggrieved employees” as defined by
2 Labor Code Section 2699, subdivision (c) because they are all current or former employees of
3 Defendants and were subject to Defendants’ violations of various labor code sections.

4 128. Plaintiff satisfied the requirements of Labor Code Section 2699.3 (a)(1)(A) and
5 (a)(1)(B). Additionally, neither Cal/OSHA nor the LWDA provided notice it was investigating
6 the violation within 65 days of the postmark date of the notice provided in Section 2699.3
7 (a)(1)(A).

8 129. Plaintiff and other aggrieved employees were subject to violations of the following
9 Labor Code Sections, entitling them to penalties under PAGA: Labor Code Sections 201, 202,
10 203, 204, 207, 208, 219, 226(a), 226.3, 226.7, 510, 512(a), 558, 558.1, 1174(d), 1194, 1198.5,
11 1199, 432.5, 2810.5, 2441, 3550, 3551, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, and 6407.
12 In particular, Defendants’ unlawful policies, practices, and procedures comprising the violations
13 include:

14 a. Defendants failed to pay Plaintiff and aggrieved employees all wages due
15 and owing for all time worked, including overtime in violation of Labor Code Sections 510, 218,
16 1194, 1197.1, 1198, 1199, and applicable Wage Orders;

17 b. Defendants failed to provide Plaintiff and aggrieved employees with
18 compliant duty-free meal breaks before the end of the fifth hour or duty-free rest breaks for at least
19 ten minutes for every four hours of work in violation of Labor Code Sections 226.7, 512, 1198 and
20 the relevant IWC Wage Orders;

21 c. Defendants failed to provide Plaintiff and aggrieved employees with
22 accurate itemized wage statements under Labor Code Section 226(a), 226.3, and 1198 and the
23 relevant IWC Wage Orders. Specifically, the wage statements are lacking the correct hours
24 worked, and lacking the correct wage rates;

25 d. Defendants failed to maintain accurate and complete employment records
26 showing all hours worked daily by Plaintiff and aggrieved employees in violation of Labor Code
27 Section 1174 and 1174.5 and the relevant Wage Orders;

1 e. Defendants failed to timely pay Plaintiff and aggrieved employees with
2 complete wages during and upon termination of employment in violation of 201, 202, 203, and
3 204;

4 f. Labor Code Section 558 subjects any employer or other person acting on
5 behalf of an employer who violates, or causes to be violated, any section of Part 2, Chapter 1, of
6 the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to
7 penalties; Labor Code Section 558.1 states that any employer or other person acting on behalf of
8 an employer who violates or causes to be violated, any provision regulating minimum wages or
9 hours and days of work in any order of the IWC Wage Orders, or causes any violation of Section
10 203, 226, 226.7, or 1194, may be held liable as the employer; Labor Code Section 1197.1 states
11 that an employer or anyone acting on behalf of employer who causes employees to paid less than
12 the minimum wage maybe liable for penalties. Here Defendants violated Plaintiff and aggrieved
13 employees' rights under Labor Code Section 558, 558.1 and 1197.1 by paying less than the
14 minimum wage for all hours worked and for violating section 203, 226, 226.7 or 1194 and the
15 relevant IWC Wage Orders;

16 g. Defendants required aggrieved employees to sign invalid releases and
17 waivers in the form of severance agreements to avoid paying wages due and owing in violation
18 of Labor Code Sections 219 and 432.5;

19 h. Defendants failed to conspicuously post the dates and location of pay for
20 Plaintiff and aggrieved employees in violation of Labor Code Section 207;

21 i. Defendants failed to pay final pay to Plaintiff and aggrieved employees at
22 the proper location and time in violation of Labor Code Section 208;

23 j. Defendants failed to provide new non-exempt employees with certain
24 information including but not limited to, rates of pay; regular designated paydays; name and
25 physical address of the employer;

26 k. Defendants failed to provide Plaintiff and other aggrieved employees with
27 fresh, free and pure drinking water with access at reasonable times and places in violation of
28 Labor Code Section 2441;

1 l. Defendants failed to post and provide Plaintiff and aggrieved employees
2 with workers' compensation information in violation of Labor Code Section 3550 and 3551;

3 m. Defendants failed to provide Plaintiff and aggrieved employees with a safe
4 and healthful working environment and for failing to maintain and implement a written COVID-
5 19 Prevention Program in violation of Labor Code Sections 6400, 6402, 6404, and 6407;

6 n. Defendants failed to provide Plaintiff and aggrieved employees proper
7 safety equipment and protect employee health care and for failure to implement and maintain a
8 written COVID-19 Prevention Program in violation of Labor Code Sections 6401, 6403, and
9 6406;

10 o. Defendants failed to maintain and implement injury prevention programs
11 for Plaintiff and aggrieved employees.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as
14 follows:

- 15 1. For general and special damages according to proof but not less than \$500,000;
- 16 2. For pre-judgment interest as permitted by law including Labor Code Section 218.6
17 and Civil Code 3287;
- 18 3. For all penalties and liquidated damages permitted under the California Labor
19 Code, including but not limited to Sections 203, 210, 226, 1174.5, 972, 1194.2 and
20 1197.1 1102.5, 98.6, 2699 (f) and 29 U.S.C. 216;
- 21 4. For exemplary, treble and punitive damages;
- 22 5. For attorney's fees under at least the following statutes: Labor Code Sections 218.5,
23 226, 1174, 1174.5, 1198.5, 1194, 226.7, 1102.5, 2699 (g); 29 U.S.C. 216 and Code
24 of Civil Procedure Section 1021.5;
- 25 6. For an order piercing the corporate veil;
- 26 7. For the costs of the suit herein;

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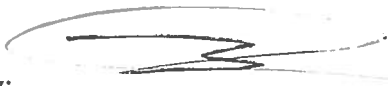
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- 8. Reinstatement; and
- 9. For such other and further relief as this Court may deem just and proper.

DATED: August 18, 2021

SHALCHI BURCH LLP

By: 

Travis J. Burch, Esq.
Attorneys for Plaintiff Anna Avila