

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Steven Kleinfeld

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

CLAUDIA GUARDADO,	)	CASE NO.: 21STCV40072
	)	
Plaintiff,	)	COMPLAINT FOR DAMAGES FOR:
	)	
vs.	)	1) SEXUAL HARASSMENT IN
	)	VIOLATION OF FAIR
	)	EMPLOYMENT AND HOUSING
DOUBLZ MONT INC.; DOUBLZ WHT,	)	ACT ("FEHA");
INC.; DOUBLZ CHN, INC.; DOUBLZ	)	2) FAILURE TO PREVENT
PAR, INC.; RICHARD WONG; PAUL	)	HARASSMENT IN VIOLATION OF
POULIS; and DOES 1 to 25, inclusive,	)	FEHA;
	)	3) NEGLIGENCE HIRING, RETENTION,
Defendants.	)	AND SUPERVISION;
	)	4) FAILURE TO COMPENSATE FOR
	)	ALL HOURS WORKED;
	)	5) FAILURE TO PAY MINIMUM
	)	WAGES;
	)	6) FAILURE TO PAY OVERTIME;
	)	7) FAILURE TO PROVIDE
	)	ACCURATE ITEMIZED WAGE
	)	STATEMENTS;
	)	8) FAILURE TO PAY WAGES OWED
	)	EVERY PAY PERIOD;
	)	9) VIOLATION OF LABOR CODE
	)	SECTION 558;
	)	10) FAILURE TO MAINTAIN
	)	ACCURATE RECORDS;
	)	11) FAILURE TO PROVIDE REST
	)	BREAKS;
	)	12) FAILURE TO PROVIDE MEAL
	)	BREAKS;
	)	13) PRIVATE ATTORNEYS GENERAL
	)	ACT ("PAGA")

1) **14) FAILURE TO REIMBURSE**
2) **BUSINESS EXPENSES;**
3) **15) VIOLATION OF BUSINESS AND**
4) **PROFESSIONS CODE SECTION**
5) **17200**

6) **JURY TRIAL DEMANDED**
7)
8)
9)
10)
11)
12)

13 COMES NOW Plaintiff, CLAUDIA GUARDADO (hereinafter “Plaintiff”), and alleges
14 as follows:

15 **PARTIES, JURISDICTION, and VENUE**
16

17 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
18 County of Los Angeles in this judicial district because Defendants DOUBLZ MONT INC.;
19 DOUBLZ WHT, INC.; DOUBLZ CHN, INC.; DOUBLZ PAR, INC.; RICHARD WONG;
20 PAUL POULIS and DOES 1 to 25, inclusive, do business in the County of Los Angeles, and
21 because Defendants’ obligations and liabilities arise therein, and because the work that was
22 performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover,
23 Plaintiff’s damages sought herein exceed \$25,000.

24
25 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

26 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
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1 DOUBLZ MONT INC. is a California corporation, doing business in the County of Los
2 Angeles, State of California. Defendant DOUBLZ MONT INC. is an entity subject to suit
3 under the California Fair Employment and Housing Act, Government Code section 12940, et.
4 seq. (“FEHA”).

5 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
6 DOUBLZ WHT, INC. is a California corporation, doing business in the County of Los Angeles,
7 State of California. Defendant DOUBLZ WHT, INC. is an entity subject to suit under the
8 California Fair Employment and Housing Act, Government Code section 12940, et. seq.
9 (“FEHA”).
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11 5. Plaintiff is informed and believes that at all times herein mentioned, Defendant
12 DOUBLZ CHN, INC. is a California corporation, doing business in the County of Los Angeles,
13 State of California. Defendant DOUBLZ CHN, INC. is an entity subject to suit under the
14 California Fair Employment and Housing Act, Government Code section 12940, et. seq.
15 (“FEHA”).
16

17 6. Plaintiff is informed and believes that at all times herein mentioned, Defendant
18 DOUBLZ PAR, INC. is a California corporation, doing business in the County of Los Angeles,
19 State of California. Defendant DOUBLZ PAR, INC. is an entity subject to suit under the
20 California Fair Employment and Housing Act, Government Code section 12940, et. seq.
21 (“FEHA”).
22

23 7. Plaintiff is informed and believes that at all times herein mentioned, Defendant
24 RICHARD WONG is and was a male resident of the County of Los Angeles, State of California
25 and the owner and managing agent of DOUBLZ MONT INC., DOUBLZ WHT, INC., and
26 DOUBLZ CHN, INC. RICHARD WONG is being included in this lawsuit as it relates to the
27 wage and hour allegations under Labor Code Section 558.1, as he controlled the wages, hours,
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1 and working conditions of Plaintiff and other similarly situated aggrieved employees.
2 Defendants DOUBLZ MONT INC., DOUBLZ WHT, INC., DOUBLZ CHN, INC., , and
3 RICHARD WONG are hereinafter collectively referred to as “Defendants” or “DOUBLZ”.

4 8. Plaintiff is informed and believes that at all times herein mentioned, Defendant
5 PAUL POULIS is and was a male resident of the County of Los Angeles, State of California and
6 the owner and managing agent of DOUBLZ PAR, INC. PAUL POULIS is being included in this
7 lawsuit as it relates to the wage and hour allegations under Labor Code Section 558.1, as he
8 controlled the wages, hours, and working conditions of Plaintiff and other similarly situated
9 aggrieved employees. Defendants DOUBLZ MONT INC., DOUBLZ WHT, INC., DOUBLZ
10 CHN, INC., DOUBLZ PAR, INC., RICHARD WONG, and PAUL POULIS are hereinafter
11 collectively referred to as “Defendants” or “DOUBLZ”.
12

13 9. At all times mentioned herein and at all times material hereto, each of the defendants
14 named in this Complaint was the agent, employee, partner, and joint venturer of each of the other
15 defendants named and mentioned herein, specifically, Defendant DOUBLZ, and was acting
16 within the course and scope of, and in furtherance of, said agency, employment, partnership and
17 joint venture described herein. Plaintiff is further informed and believes, and upon such
18 information and belief alleges, that at all times herein mentioned, each of the Defendants gave
19 consent to, ratified and authorized the acts alleged herein and each of his, or its co-Defendants.
20 As such, Defendants are vicariously liable for the acts of SAMUEL LAST NAME UNKNOWN
21 mentioned herein.
22

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

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

10 **GENERAL ALLEGATIONS**

11 12. Plaintiff started working for DOUBLZ on or around September 2017 as a cashier.
12 Plaintiff has worked at various different DOUBLZ locations, including the one in Montebello
13 and Santa Fe Springs. Plaintiff was and is classified as an hourly, non-exempt employee who
14 earns approximately \$14.25 per hour. Plaintiff's shifts are generally more than 8 hours long
15 (and up to 9 hours or more).

16 13. It is Plaintiff's position that all of the above-named DOUBLZ entities are joint
17 employers under California law in that they each controlled the wages, hours, and working
18 conditions of Plaintiff and others. In addition, the above-named entities are an "integrated
19 enterprise" under the law. The integrated enterprise test sets forth four factors for assessing
20 whether two entities are considered a single entity for purposes of liability: (1) interrelation of
21 operations; (2) common management; (3) centralized control of labor relations; and (4)
22 common ownership or financial control. Even though one does not have to show proof of all
23 factors to prevail on an integrated enterprise claim, here all four factors are unequivocally met
24 as both companies have similar ownership and management. Furthermore, there is centralized
25 control of labor relations and there is interrelation of operations as Plaintiff and others have
26 worked at multiple locations throughout their employment tenure.

27 14. During her employment tenure, Plaintiff was subjected to a hostile work environment –
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as that term is defined under the Fair Employment and Housing Act –due to the illegal conduct of her supervisor, Samuel (last name unknown at this time), who is also a cook.

15. In fact, manager Javier Martinez has told Plaintiff and others on a consistent basis that Samuel is allowed to give the other employees orders as far as what position to work and what to do on the job and in essence was allowed to control the workplace and to direct employees such as Plaintiff. Javier told Plaintiff and others that Samuel is in charge for the second shift and that employees should do whatever Samuel asks and could ask Samuel if they needed anything.

16. During her employment tenure and starting on or around November/December 2020, Samuel started sexually harassing Plaintiff by the way he would look at her and talk about her body. Samuel told Plaintiff that she has really big hands and about the kinds of things she could do to her husband with those hands. Samuel has told Plaintiff to just “take it off” referring to her clothes because Samuel did not mind seeing her blouse. Samuel would grab Plaintiff’s shoulders and squish them or do the same with her arm. Plaintiff would complain to Samuel that he was hurting her and would tell him to stop. On or around June 5, 2021, Samuel asked Plaintiff to see her legs and grabbed her leg through her clothes. Plaintiff told Samuel that she was going to tell his wife about his conduct. On or around June 6, 2021, Plaintiff reported Samuel’s conduct to manager Javier Martinez and explained how she does not feel comfortable working with Samuel anymore. On Monday, June 7, 2021, Plaintiff once again reported Samuel’s conduct to “Rick”, the owner. Rick told Plaintiff, “I don’t know what you want me to do with him”, to which Plaintiff responded, “fire him”.

17. Instead of discipling Samuel or firing him, Plaintiff ended up having to change around her schedule, get less hours, transfer locations, and lose money in order to avoid seeing Samuel because Rick and DOUBLZ refused to protect Plaintiff from blatant sexual harassment, which had unequivocally transformed her work environment into a hostile one. On or around June 20, 2021, and AFTER Plaintiff had complained about Samuel, Samuel approached Plaintiff and threatened her, stating everything Plaintiff was doing was going to fall apart.

1 18. Pursuant to California Government Code section 12960, Plaintiff has exhausted her
2 administrative remedies. Plaintiff filed a complaint with the Department of Fair Employment
3 and Housing (“DFEH”), alleging claims in this complaint. The DFEH immediately issued to
4 Plaintiff a right to sue letter.

5 19. In addition to the above, it is Plaintiff’s position that DOUBLZ has violated numerous
6 Labor Code Sections against Plaintiff and other similarly situated aggrieved employees.

7 20. DOUBLZ did not provide Plaintiff and other similarly situated aggrieved employees with
8 the minimum wages to which they were entitled for all work performed and did not compensate
9 her and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and
10 1197.1. Plaintiff and others were not paid for all hours worked and consistently worked “off the
11 clock”. This is so because Plaintiff and others would have to work during and through their meal
12 periods. Since Plaintiff and others were not compensated for this time, it would be considered
13 “off the clock” work and a minimum wage violation. Moreover, DOUBLZ had a policy of
14 rounding down hours worked and adjusting hours worked by employees, which led to time
15 shaving and resulted in Plaintiff and others not receiving wages for all hours worked.

16 21. Due to the above “off the clock” violations, DOUBLZ violated Labor Code §510 because
17 it failed to pay Plaintiff and other similarly situated aggrieved employees overtime, even though
18 they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout
19 their employment. Plaintiff’s and others’ actual work hours, which included the “off the clock”
20 work as described above, entitled them to overtime, however, Plaintiff and others were not
21 properly compensated for their overtime hours. In addition, since Plaintiff was not paid the
22 correct state minimum wage for all hours worked, any overtime rate of pay would also have been
23 incorrect and inaccurate.

24 22. DOUBLZ violated Labor Code § 226.7 along with the applicable Industrial Welfare
25 Commission Wage Order (Wage Order no. 5) because it failed to provide Plaintiff and other
26 similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or
27 majority portion thereof, throughout their employment. DOUBLZ did not completely relieve
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1 Plaintiff of all duty during said rest periods. DOUBLZ did not pay to Plaintiff one additional
2 hour of pay at Plaintiff's regular rate of compensation for each workday that one or more
3 statutory rest periods was not provided. Rest breaks were not authorized or enforced at the
4 workplace. In fact, it was not part of DOUBLZ's culture for employees such as Plaintiff and
5 others to take 10-minute rest breaks every day wherein they are relieved of all work duties.
6 Plaintiff and others were not able to take the statutory rest periods due to the workload and being
7 understaffed. Plaintiff and others never took ten-minute rest breaks as it simply was not part of
8 the company culture and not part of the company policy. It was understood that employees were
9 not to take ten-minute, uninterrupted rest periods.

10 23. DOUBLZ also violated Labor Code §§ 512 and 226.7 along with the applicable Industrial
11 Welfare Commission Wage Order (Wage Order no. 5) because it failed to provide Plaintiff and
12 other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods
13 for every five (5) hours of work throughout their employment, and Plaintiff did not validly waive
14 said meal periods. DOUBLZ did not completely relieve Plaintiff of all duties during said meal
15 periods. DOUBLZ did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate
16 of compensation for each workday that one or more statutory meal periods was not provided. If
17 DOUBLZ had Plaintiff sign a meal period waiver, it would not be valid and enforceable since
18 Plaintiff and others generally worked more than a 6-hour shift. If DOUBLZ had Plaintiff sign an
19 on-duty meal period agreement wherein Plaintiff agreed to work through her meal period, it
20 would also be invalid and unenforceable because the nature of Plaintiff's job does not prevent
21 her from taking a meal period and DOUBLZ could have hired additional employees to serve as
22 "breakers". As such, Plaintiff and others did not receive statutory, timely meal periods during
23 their employment. As alluded to above, Plaintiff routinely worked through her lunch and simply
24 did not receive a 30-minute, uninterrupted meal period before the 5th hour worked. As was the
25 case with rest periods, meal breaks were definitively not part of the DOUBLZ's culture. The
26 meal periods were not authorized and were not enforced. Note that Plaintiff would often
27 complain to management that she had not received her meal break yet and it was late.
28 Management's response was that Plaintiff cannot go because it is too busy at the restaurant.

1 24. Furthermore, DOUBLZ violated the applicable Industrial Welfare Commission Wage
2 Order (Wage Order 5-2001, Section 14(b)) in that there was no proper suitable seating/break
3 area for employees.

4 25. Furthermore, during the relevant time period and due to the above violations, DOUBLZ
5 failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to them
6 within any time period specified by California Labor Code section 204, including the minimum
7 wages and overtime as described above as well as meal/rest break premiums. DOUBLZ was also
8 in violation of California Labor Code section 226(a) by failing to include pertinent information
9 on the wage statements, including but not limited to, all hours worked, gross wages earned, net
10 wages earned, all deductions, premium payments for meal and rest breaks, the correct legal name
11 and address of the employer, the beginning and end of the pay period, all applicable hourly rates,
12 all deductions, and all identifying employee information, among other items. As such, DOUBLZ
13 did not provide Plaintiff and other similarly situated aggrieved employees with complete,
14 accurate itemized wage statements.

15 26. During the relevant time period, DOUBLZ also failed to keep accurate and complete
16 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and
17 others pursuant to California Labor Code sections 1174(d). DOUBLZ also violated Labor Code
18 § 203 because it willfully failed to other similarly situated aggrieved employees earned and due
19 wages upon separation of employment, either immediately upon involuntary termination, or
20 within 72 hours of resignation. These earned but unpaid wages include compensation for all
21 hours worked including minimum wages and overtime compensation, business expense
22 reimbursement, and premiums for the missed meal and rest breaks.

23 27. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related
24 expenses and costs that were not reimbursed by DOUBLZ. These costs include, but are not
25 limited to, use of personal cell phones for work purposes in that Plaintiff would have to
26 communicate with the owner/management via her personal cell phone regarding work-related
27 issues. In addition, Plaintiff purchased vests with reflectors because her uniform was black and
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1 it is dark when taking orders outside (for safety purposes). Plaintiff was not reimbursed for the
2 purchase of the reflectors. In addition, Plaintiff and others were not reimbursed for the items of
3 clothing they had to purchase in order to complete their work uniforms. Accordingly, DOUBLZ
4 was in violation of California Labor Code sections 2800 and 2802.

5 28. Moreover, DOUBLZ failed to provide sick pay pursuant to Labor Code section 246 and
6 also failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved
7 employees in violation of Labor Code Section 3700.5.

8 **FIRST CAUSE OF ACTION**

9 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

10 **(Plaintiff against DOUBLZ PAR, INC. and all DOE Defendants)**

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

13 30. At all times herein mentioned, FEHA, Government Code section 12900, et seq., was in
14 full force and effect and was binding on Defendants. Specifically, Government Code section
15 12940(j) prohibits an employer from sexually harassing an employee on the basis of her sex.

16 31. The actions of supervisor Samuel towards Plaintiff, while in the course and scope of his
17 employment, as described herein, created a hostile sexual environment which materially altered
18 Plaintiff's working conditions, and which constitutes sexual harassment in violation of
19 California Government Code section 12940(j)(1).

20 32. In engaging in the aforementioned conduct, Defendants and DOES 1 to 25, inclusive,
21 and each of them, aided, abetted, incited, compelled, and/or coerced unlawful employment
22 practices in violation of the announced policy of this State against such practices. Furthermore,
23 they failed to take immediate and appropriate corrective action to prevent this harassment.

24 33. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and will
25 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other
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1 pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer
2 physical and emotional injuries, including nervousness, humiliation, depression, anguish,
3 embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's
4 damages will be ascertained at trial.

5 34. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
6 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
7 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.

8 35. The acts of oppression, fraud, and/or malice, were engaged in by employees of
9 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
10 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
11 wrongful conduct for which an award of punitive damages is sought, and/or was personally
12 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
13 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on
14 part of an officer, director, or managing agent of each of the Defendants, thereby entitling
15 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance with
16 California Civil Code section 3294 in a sum appropriate to punish and make an example of
17 each Defendant.
18

19 36. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
20 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
21 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
22 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
23 award of attorneys' fees and costs.
24

25 **SECOND CAUSE OF ACTION**

26 **FAILURE TO PREVENT HARASSMENT IN VIOLATION OF FEHA**

27 **(Plaintiff against DOUBLZ PAR, INC. and all DOE Defendants)**
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1 37. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

3 38. FEHA requires employers to take “all reasonable steps necessary to prevent
4 harassment from occurring.” (Gov. Code section 12940, subd. (k)).

5 39. As alleged above, Plaintiff was subjected to sexual harassment.

6 40. Defendants failed to take all reasonable steps necessary to prevent harassment. In
7 addition, Defendants failed to remedy such harassment when they realized and were informed
8 that it was occurring. Defendants further failed to train, supervise, and monitor their employees
9 and agents.

10 41. The failure of Defendants to prevent harassment created and encouraged an
11 environment where such harassment was condoned, encouraged, tolerated, sanctioned, and/or
12 ratified.

13 42. As a direct and proximate result of the unlawful conduct of Defendants, Plaintiff has
14 been harmed in that Plaintiff has suffered the loss of wages, salary, benefits, and additional
15 amounts of money Plaintiff would have received if Plaintiff did not have to change her
16 schedule and working hours. As a result, Plaintiff has suffered such damages in an amount
17 according to proof.

18 43. As a further direct and proximate result of the conduct of Defendants, Plaintiff has
19 been harmed in that Plaintiff has suffered humiliation, mental anguish, and emotional distress,
20 and has been harmed in mind and body. As a result, Plaintiff has suffered such damages in an
21 amount according to proof.

22 44. The above-recited actions of Defendants were done with malice, fraud, oppression, and
23 in reckless disregard of Plaintiff’s rights under FEHA. Accordingly, Plaintiff is entitled to an
24 award of punitive damages.
25

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1 **THIRD CAUSE OF ACTION**

2 **NEGLIGENT HIRING, RETENTION, AND SUPERVISION**

3 **(Plaintiff against DOUBLZ PAR, INC. and all DOE Defendants)**

4 45. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

6 46. Upon information and belief, Defendants, by and through their agents and employees,
7 knew or reasonably should have known through reasonable investigation of Samuel's
8 propensities for sexual harassment.

9 47. Defendants had a duty not to hire or retain Samuel, provide proper training to him,
10 and provide reasonable supervision of him.

11 48. Defendants negligently hired, retained and/or failed to adequately train and supervise
12 Samuel in his position as a supervisor, wherein Samuel was able to commit the wrongful acts
13 complained of herein against Plaintiff. Defendants failed to provide reasonable supervision of
14 Samuel despite knowing of his propensities for engaging in sexual harassment.

15 49. Defendants engaged in these acts alleged herein and/or condoned, permitted,
16 authorized, and/or ratified the conduct of their employees and agents and are vicariously liable
17 for the wrongful conduct of their employees and agents for this cause of action.

18 **FOURTH CAUSE OF ACTION**

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

20 **(California Industrial Welfare Commission Order 5-2001, California Code of
21 Regulations Title 8 Section 11050, and California Labor Code Section 1198)**

22 **(Plaintiff against All Named Defendants and all DOE defendants)**

23 50. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

25 51. At all times relevant herein, Defendants were required to compensate their employees
26 for all hours worked upon reporting for work at the appointed time stated by the employer
27 pursuant to Industrial Welfare Commission Order 5-2001, California Code of Regulations,
28 Title 8, Section 11050.

1 52. For the three (3) years preceding filing of this action, Defendants failed to compensate
2 Plaintiff for all hours worked.

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

6 54. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
7 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
8 this Court.

9 55. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
10 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
11 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
12 reasonable attorney's fees and costs of suit.

13 56. 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 which will equal an
15 amount known to Plaintiff once he has obtained all of her payroll records from
16 Defendants.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

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

20 **(Plaintiff against All Named Defendants and all DOE defendants)**

21 57. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

23 58. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
24 to suffer or permit a California employee to work without paying wages at the minimum wage
25 rate for all hours worked as required by the applicable Industrial Welfare Commission
26 (hereinafter "IWC") Wage Order No. 5-2001, codified at California Code of Regulations, Title
27 8, Section 11050, subdivision 4.
28

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

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

10 61. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
11 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
12 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
13 to believe that their acts or omissions were not contrary to California law.

14 62. For all hours worked by Plaintiff for which he was paid less than the minimum wage
15 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
16 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
17 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
18 Plaintiff is also entitled to attorney’s fees, costs and interests according to proof.

19 63. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney’s fees, and costs according to proof at
21 trial.

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO PAY OVERTIME**

24 **(California Industrial Welfare Commission Order 5-2001, California Code of**
25 **Regulations Title 8 Section 11050)**

26 **(Plaintiff against All Named Defendants and all DOE defendants)**

27 64. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

2 65. Pursuant to Industrial Welfare Commission Order No. 5-2001, California Code of
3 Regulations, Title 8, Section 11050, for the period of Plaintiff's employment, Defendants were
4 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
5 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
6 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
7 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
8 week.

9 66. Plaintiff was a non-exempt employee entitled to the protections of the California
10 Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8,
11 Section 11050.

12 67. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
13 single workweek on numerous occasions.

14 68. Plaintiff was entitled to the above overtime premiums.

15 69. Defendants did not pay Plaintiff premium wages of at least one and one-half times
16 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

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

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

21 72. Defendants know or should know the actual dates of overtime worked, the amount of
22 overtime worked, and the amount of unpaid overtime due.

23 73. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
24 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
25 Court.

26 74. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
27 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the
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1 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
2 reasonable attorney's fees and costs of suit.

3 75. 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 **SEVENTH CAUSE OF ACTION**

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

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

9 **(Plaintiff against All Named Defendants and all DOE defendants)**

10 76. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

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

14 78. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs that
15 accurately reflected all information required by Labor Code Section 226, including but not
16 limited to, gross wages earned, including overtime, net wages earned, total hours worked by
17 the employee, all deductions, and premium pay for missed meal breaks and rest breaks.
18 Therefore, Defendants failed to maintain and provide accurate itemized wage statements to
19 Plaintiff in accordance with California Labor Code Section 226(a). In fact, Defendants did not
20 provide Plaintiff with any pay stubs whatsoever in regards to her employment.

21 79. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
22 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
23 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
24 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
25 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
26 the 3-year period immediately preceding the date this lawsuit was filed.
27
28

1 80. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
2 sustained damages, including loss of earnings, in an amount to be established at trial. As a
3 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
4 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
5 and attorney's fees pursuant to statute.

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

9 **EIGHTH CAUSE OF ACTION**

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

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

12 **(Plaintiff against All Named Defendants and all DOE defendants)**

13 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 81, inclusive, of this Complaint as though fully set forth herein.

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

17 84. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
18 full amount of all owed wages when due as required by California Labor Code Section 204.

19 85. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
20 informed, believes, and thereon alleges, that all times relevant during the liability period,
21 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
22 including overtime hours and the minimum wage.

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

27 87. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **NINTH CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE SECTION 558**

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

6 **(Plaintiff against All Named Defendants and all DOE defendants)**

7 88. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 87, inclusive, of this Complaint as though fully set forth herein.

9 89. California Labor Code Section 558 states that any person acting on behalf of an
10 employer who violates, or causes to be violated, a section of this chapter or any provision
11 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
12 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
13 employee for each pay period for which the employee was underpaid in addition to an amount
14 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
15 hundred dollars (\$100) for each underpaid employee for each pay period for which the
16 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
17 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
18 filed.

19 90. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558.
20 Defendants are subject to civil penalties under the following laws:

- 21 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular
22 wages, including overtime wages for overtime hours worked. As such, Defendants
23 violated Section 558 under which penalties are due. Plaintiff therefore prays for
24 penalties of \$50.00 for the first pay period and \$100.00 for each subsequent
25 violation for each pay period for which Plaintiff was underpaid in addition to an
26 amount sufficient to recover underpaid wages.

- 27 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
28

1 relief associated with Plaintiff's prosecution of this cause of action under California
2 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
3 paying Plaintiff for her overtime hours worked and for all hours worked.

- 4 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
5 fees for relief associated with Plaintiff's prosecution of this cause of action under
6 California Labor Code Sections 200, et seq.

7
8 91. Under this cause of action, Plaintiff prays for penalties and pay otherwise due under
9 the statutes, regulations, and wage orders alleged in this cause of action along with any
10 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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

13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO MAINTAIN ACCURATE RECORDS**

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

16 **(Plaintiff against All Named Defendants and all DOE defendants)**

17 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.

19 94. Labor Code section 1174(d) requires that employers, including Defendants, maintain
20 accurate records showing the hours worked daily by their employees and to whom wages were
21 paid.
22

23 95. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
24 employer, including Defendants, to keep accurate information with respect to each one of their
25 employees including, but not limited to, the total wages paid each payroll period, and time
26 records showing when the employee begins and ends each work period, meal periods, split
27 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
28 the applicable rates of pay.

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

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

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

11
12 **ELEVENTH CAUSE OF ACTION**

13 **FAILURE TO GIVE REST BREAKS**

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

15 99. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 98, inclusive, of this Complaint as though fully set forth herein.

17 100. Plaintiff brings this cause of action under the following laws, for the following
18 reasons:
19

- 20 a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which
21 provides that every employer shall authorize and permit all employees to take rest
22 periods, which insofar as practicable shall be in the middle of each work period.
23 The authorized rest period time shall be based on the total hours worked daily at the
24 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
25 b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which
26 provides that if an employer fails to provide an employee a rest period in
27 accordance with the applicable provisions of this order, the employer shall pay the
28

employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;

c. Title 8 of the California Code of Regulations sections 11050(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

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

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

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

104. Under this cause of action, Plaintiff prays for penalties due under the statutes

1 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
2 proof at trial.

3 **TWELFTH CAUSE OF ACTION**

4 **FAILURE TO GIVE MEAL BREAKS**

5 **(Plaintiff against All Named Defendants and all DOE defendants)**

6 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.
8

9 106. Plaintiff brings this cause of action under the following laws, for the following
10 reasons:

- 11 a. California Labor Code section 512(a), which requires that employees be given a 30-
12 minute uninterrupted meal break after five (5) hours of work, and a second
13 uninterrupted meal break after ten (10) hours of work;
14
- 15 b. California Labor Code section 226.7, which states that (a) no employer shall require
16 any employee to work during any meal period mandated by an applicable order of
17 the Industrial Welfare Commission, and (b) if any employer fails to provide an
18 employee a meal 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 the employee's regular rate of compensation for each workday that the
21 meal period is not provided;
22
- 23 c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified
24 under Title 8 of the California Code of Regulations Section 11050, 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. 5 Section 7(A)(3), as
3 codified under Title 8 of the California Code of Regulations Section 11050, which
4 requires an employer to maintain records documenting its employees' meal periods;
5 e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as
6 codified under California Code of Regulations Section 11050, 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. 5)
11 as enforceable law.
12

13 107. Plaintiff alleges that he was not authorized and permitted to take relieved meal
14 breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and
15 permitted to take a second relieved meal break after ten (10) hours of work, as required by
16 California law. California Labor Code section 512(a) and California Industrial Welfare
17 Commission Order No. 5, as codified under California Code of Regulations Sections 11050 et.
18 seq. requires that employees receive uninterrupted meal periods every five (5) hours of
19 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
20 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
21 not require their employees to work through their meal periods. California Labor Code section
22 226.7 and California Code of Regulations section 11050 requires that if the employer fails to
23 provide the employee with an uninterrupted meal period, the employer must pay the employee
24 one (1) hour of pay for each work day that the meal period is not given.
25
26

27 108. Under this cause of action, Plaintiff prays for wages due to him under the
28

1 statutes, regulations, and wage orders alleged in this cause of action along with any allowable
2 interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff
3 prays for the foregoing moneys calculated from 3 years immediately preceding the filing of
4 this lawsuit.

5 109. Plaintiff also prays for Labor Code section 218.5 recovery of costs and
6 attorney's fees as well as interest under Labor Code section 218.6. Under this cause of action,
7 Plaintiff prays for penalties due under the statutes alleged along with any allowable interest,
8 penalties, attorney's fees, and costs according to proof at trial.
9

10 **THIRTEENTH CAUSE OF ACTION**

11 **PRIVATE ATTORNEYS GENERAL ACT**

12 **Individual and Representative Claim for PAGA penalties under California Labor Code**
13 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558,**
1174, 1174.5, 1194, 1194, 1198, 2802, and 3700.5; IWC Wage Order no. 5-2001, section
14 **14b)**

15 (Plaintiff against DOUBLZ MONT INC.; DOUBLZ WHT, INC.; DOUBLZ CHN, INC.;

16 **RICHARD WONG and all DOE defendants)**

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

19 111. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
20 Defendants of the specific violations of the California Labor Code that Defendants
21 and DOE defendants have violated and continue to violate.

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

24 113. Plaintiff therefore has exhausted all administrative remedies required of him under
25 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
26 cause of action and pursue penalties in a representative action for Defendants' violations of the
27 Labor Code.
28

1 114. Pursuant to California Labor Code section 2699, any provisions of the Labor
2 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
3 departments, divisions, commissions, boards, agencies, or employees for violation of the code
4 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
5 on behalf of himself or herself and other current or former employees pursuant to the
6 procedures specified in California Labor Code section 2699.3.

7 115. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
8 violator and had one or more of the alleged violations committed against him, and therefore is
9 properly suited to represent the interests of other current and former employees.

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

13 117. Plaintiff therefore has exhausted all administrative remedies required of him under
14 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
15 cause of action and pursue penalties in a representative action for Defendants’ violations of the
16 Labor Code.

17 118. California Labor Code section 2699 et seq. imposes penalties upon culpable
18 Defendants for violating the Labor Code.

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

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

121. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the following:

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 2802 via 2698 and 2699, 3700.5, and any other Labor Codes and Industrial Welfare Commission Wage Order, including Wage Order no. 5-2001, Section 14(b) violated based on the facts alleged in this Complaint.

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

FOURTEENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against All Named Defendants and all DOE defendants)

123. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 122, inclusive, of this Complaint as though fully set forth herein.

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

125. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of completing his job duties, which were not reimbursed by Defendant. These expenses include, but are not limited to use of personal cell phones for business-related purposes.

126. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest

and attorney's fees and costs, under Labor Code section 2802.

FIFTEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code Section 17200)

(Plaintiff against All Named Defendants and all DOE defendants)

127. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 126, inclusive, of this Complaint as though fully set forth herein.

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

129. Defendant's violations of the FEHA, California labor laws and the Labor Code constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff.

130. The aforementioned acts of Defendants were willful, wanton, malicious, intentional, oppressive, and despicable and was done in willful and conscious disregard of the rights, welfare, and safety of Plaintiff, and was done by managerial agents and employees of Defendant and DOES 1 to 25, and with the express knowledge, consent, and ratification of managerial agents and employees of Defendants and DOES 1 to 25, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

131. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in California Code of Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et seq.

132. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to multiple damages as specifically provided in California Business and Professions Code section

17200 et seq.

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

PRAYER FOR RELIEF

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

1. For compensatory damages including lost past and future wages, overtime, commissions, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
2. For general damages according to proof against DOUBLZ PAR, INC.
3. For special and consequential damages to the extent allowed by law;
4. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount according to proof;
5. For an award of punitive damages against Defendants DOUBLZ PAR, INC. according to proof;
6. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;
7. For damages and penalties against Defendants under Labor Code section 226 for Plaintiff in an amount subject to proof at trial;
8. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claims;
9. For all remedies available to Plaintiff under the applicable Wage Order and the

1 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
2 liquidated damages, damages, penalties, and waiting time penalties according to proof
3 to the extent permitted by law; ,

4 10. For the imposition of civil penalties and/or statutory penalties;

5 12. Reasonable attorney's fees where available by law, including but not limited to,
6 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
7 and/or other applicable laws; and

8 13. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
9 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.

10 14. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
11 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.

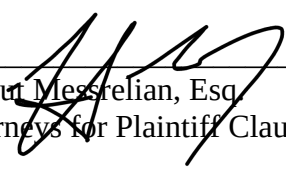
12 15. Costs and expenses of suit incurred herein;

13 16. For all interest as allowed by law;

14 17. For such other and further relief as the Court deems just and proper.

15
16 DATED: October 31, 2021

MESSRELIAN LAW INC.

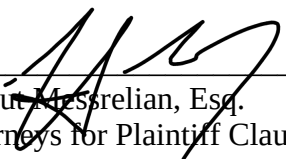
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18 By 
19 Haroun Messrelian, Esq.
Attorneys for Plaintiff Claudia Guardado

20
21 **DEMAND FOR JURY TRIAL**

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

23
24 DATED: October 31, 2021

MESSRELIAN LAW INC.

25
26 By 
27 Haroun Messrelian, Esq.
28 Attorneys for Plaintiff Claudia Guardado