

MESSRELIAN LAW INC.

Harout Messrelian, Esq. (SBN 272020)
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 956-1111
Facsimile: (818) 956-1983
Email: hm@messrelianlaw.com

Attorneys for Plaintiff, CLARA GRANADOS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

CLARA GRANADOS,

Plaintiff,

vs.

STEEL UNLIMITED, INC.; MICHAEL
FRABOTTA; DAVID ALLAN SUNDE; and
DOES 1 to 25, inclusive,

Defendants.

Case No.: CVRI2201141

COMPLAINT FOR DAMAGES FOR:

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

15. **VIOLATION OF CA BUS. & PROF.
CODE SECTION 17200;**

16.

DEMAND FOR JURY TRIAL

COME NOW Plaintiff, CLARA GRANADOS, and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Riverside in this judicial district because Defendants, STEEL UNLIMITED, INC.; MICHAEL FRABOTTA; DAVID ALLAN SUNDE; and DOES 1 through 25 (collectively “Defendants” or “STEEL UNLIMITED”), do business in the County of Riverside and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Riverside is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.00.

2. Plaintiff, CLARA GRANADOS (“Plaintiff”), is a female resident of the State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant STEEL UNLIMITED, INC. is and was, a California corporation, doing business at 3200 Myers St. in Riverside, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendants MICHAEL FRABOTTA and DAVID ALLAN SUNDE are male residents of the County of Riverside or San Bernardino, California, and were and are the owners, directors, and/or managing agents of STEEL UNLIMITED, INC. Moreover, Plaintiff believes that MICHAEL FRABOTTA and DAVID ALLAN SUNDE were and are personally involved in the day-to-day operations of

1 the business and each personally controlled the wages, hours, and/or working conditions of
2 Plaintiff and other hourly, non-exempt employees.

3 5. Plaintiff is ignorant of the true names and capacities, whether individual,
4 corporate, or associate of those Defendants fictitiously sued as Does 1 to 50, inclusive, and so
5 Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the
6 DOE Defendants reside in the State of California and are in some manner responsible for the
7 conduct alleged herein. Upon discovering the true names and capacities of these fictitiously
8 named Defendants, Plaintiff will amend this Complaint to show the true names and capacities of
9 these fictitiously named Defendants.
10

11 6. Unless otherwise alleged in this Complaint, Plaintiff is informed and on that basis
12 believes and allege that at all times herein mentioned, each of the remaining co-Defendants, in
13 doing the things herein alleged, were acting within the course, scope, and under the authority of
14 their agency, employment, or representative capacity, with consent and their co-Defendants.
15

16 **GENERAL ALLEGATIONS**
17

18 7. Plaintiff started working for STEEL UNLIMITED on or around September 2020.
19 Plaintiff was forced to quit her employment on or around June 2021 after being on leave due to
20 the company's unlawful actions. During her employment tenure, Plaintiff was involved in inside
21 sales and was classified as an hourly, non-exempt employee who earned approximately \$22.00 per
22 hour.
23

24 8. It is Plaintiff's position that STEEL UNLIMITED has committed numerous labor
25 code violations against Plaintiff and other hourly, non-exempt employees who worked for
26 STEEL UNLIMITED at any of their locations in California during the PAGA period:

27 9. STEEL UNLIMITED did not provide Plaintiff and other similarly situated
28 aggrieved employees with the minimum wages to which they were entitled for all work

1 performed and did not compensate her and others for all hours worked pursuant to California
2 Labor Code sections 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours
3 worked and consistently worked “off the clock”. This is so because Plaintiff and others would
4 have to work during their meal periods and through their meal periods. Since Plaintiff and others
5 were not compensated for this time, it would be considered “off the clock” work and a minimum
6 wage violation. Moreover, STEEL UNLIMITED had a policy of rounding down hours worked
7 by employees, which led to time shaving and resulted in Plaintiff and others not receiving wages
8 for all hours worked.
9

10 10. Due to the above “off the clock” violations, STEEL UNLIMITED violated Labor
11 Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees
12 overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours
13 per week throughout their employment. Plaintiff’s and others’ actual work hours, which included
14 the “off the clock” work as described above, entitled them to overtime, however, Plaintiff and
15 others were not properly compensated for their overtime hours.
16

17 11. STEEL UNLIMITED violated Labor Code § 226.7 along with the applicable
18 Industrial Welfare Commission Wage Order no. 7/1 because it failed to provide Plaintiff and other
19 similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or
20 majority portion thereof, throughout their employment. STEEL UNLIMITED did not completely
21 relieve Plaintiff of all duty during said rest periods. STEEL UNLIMITED did not pay to Plaintiff
22 one additional hour of pay at Plaintiff’s regular rate of compensation for each workday that one or
23 more statutory rest periods was not provided. Rest breaks were not authorized or enforced at the
24 workplace. In fact, it was not part of STEEL UNLIMITED’s culture for employees such as
25 Plaintiff and others to take 10-minute rest breaks every day wherein they are relieved of all work
26 duties. Plaintiff and others were not able to take the statutory rest periods due to the workload and
27
28

1 being understaffed. In Plaintiff's case, there was only one other inside salesperson and Plaintiff was
2 not able to leave her computer, especially if the other inside salesperson was off the schedule.

3 Plaintiff and others never took ten-minute rest breaks as it simply was not part of the company
4 culture and not part of the company policy. It was understood that employees were not to take ten-
5 minute, uninterrupted rest periods.

6
7 12. STEEL UNLIMITED also violated Labor Code §§ 512 and 226.7 along with the
8 applicable Industrial Welfare Commission Wage Order 7/1 because it failed to provide Plaintiff
9 and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal
10 periods for every five (5) hours of work throughout their employment, and Plaintiff did not validly
11 waive said meal periods. STEEL UNLIMITED did not completely relieve Plaintiff of all duties
12 during said meal periods. STEEL UNLIMITED did not pay to Plaintiff one additional hour of pay
13 at Plaintiff's regular rate of compensation for each workday that one or more statutory meal periods
14 was not provided. If STEEL UNLIMITED had Plaintiff sign a meal period waiver, it would not
15 be valid and enforceable since Plaintiff and others generally worked more than a 6-hour shift. If
16 STEEL UNLIMITED had Plaintiff sign an on-duty meal period agreement wherein Plaintiff
17 agreed to work through her meal period, it would also be invalid and unenforceable because the
18 nature of Plaintiff's job in sales does not prevent her from taking a meal period. As such, Plaintiff
19 and others did not receive statutory, timely meal periods during their employment. There were
20 occasions wherein Plaintiff and others would get their meal periods late and after the 5th hour
21 worked. Moreover, there were occasions wherein Plaintiff and others would be interrupted during
22 their meal breaks and/or would have to work during their meal breaks. As was the case with rest
23 periods, meal breaks were definitively not part of the STEEL UNLIMITED's culture. The meal
24 periods were not authorized and were not enforced.

25
26
27
28 13. Furthermore, during the relevant time period and due to the above violations,

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

14. STEEL UNLIMITED violated Labor Code § 203 because it willfully failed to pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. After Plaintiff stopped working at STEEL UNLIMITED and after Plaintiff's employment with STEEL UNLIMITED ended, STEEL UNLIMITED failed and refused to pay all wages earned and due immediately upon separation. These earned but unpaid wages include compensation for all hours worked including minimum wages and overtime compensation, business expense reimbursement, and premiums for the missed meal and rest breaks.

15. During the relevant time period, STEEL UNLIMITED also failed to keep accurate and complete payroll records showing the actual hours worked per day (including the time for meal periods) and the wages paid to Plaintiff and other aggrieved employees pursuant to California Labor Code sections 1174(d).

16. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by STEEL UNLIMITED. These costs include, but are not limited to, use of personal cell phones for work purposes, including using her cell phone

1 for the time clock application, contacting customers, communicating with management/co-
2 workers, navigation while driving, etc. Moreover, Plaintiff was not reimbursed mileage when
3 using her personal vehicle to make deliveries. Accordingly, STEEL UNLIMITED was in violation
4 of California Labor Code sections 2800 and 2802.

5 17. Moreover, STEEL UNLIMITED failed to provide sick pay pursuant to Labor Code
6 Sections 232, 246 and also failed to provide Worker's Compensation coverage for Plaintiff and
7 other aggrieved employees in violation of Labor Code Section 3700.5.

8 18. In addition, Plaintiff has claims against STEEL UNLIMITED under the Fair
9 Employment and Housing Act (FEHA) for sexual harassment, failure to prevent sexual
10 harassment, and wrongful constructive termination in violation of public policy. Plaintiff was
11 forced to work in a hostile work environment due to comments made by both owners, Michael
12 Frabotta and David Allan Sunde. Mr. Frabotta noticed a hickey on Plaintiff's neck on one occasion
13 and told Plaintiff, "looks like you had fun this weekend". The latter comment made Plaintiff
14 extremely uncomfortable and she did not respond and walked away. There was then another
15 incident wherein Mr. Frabotta once again commented on a hickey on Plaintiff's neck and said, "oh
16 your boyfriend gets the same spot every time." Once again, Plaintiff did not respond and walked
17 away due to feeling uncomfortable. In addition, the other owner, Mr. Sunde, would consistently
18 make inappropriate comments in front of Plaintiff and others as he started spending time in
19 Plaintiff's office. These comments would be on a weekly basis and especially after the weekend.
20 The comments included Mr. Sunde speaking in a vulgar fashion about women and explaining what
21 kinds of activities he did on the weekend, including commenting that the girl he was with was a
22 "hot blonde" or had "big tits". Other than speaking about his sexual encounters with women and
23 how they physically appeared, Mr. Sunde would also express how intoxicated he was over the
24 weekend. Plaintiff and others felt extremely uncomfortable with the consistent sexually harassing
25 and inappropriate comments, which were severe and pervasive and transformed the working
26
27
28

1 environment into a hostile one. In fact, there were several employees who left their employment
2 due the above comments. Note that the Human Resources girl was the daughter of one of the
3 owners and, as such, Plaintiff felt awkward complaining to Human Resources about the
4 aforementioned comments and actions. Plaintiff started developing anxiety and emotional distress
5 when around the owners and had to request time off. The stress and anxiety from the
6 aforementioned hostile environment became intolerable for Plaintiff who was forced to quit her
7 employment with STEEL UNLIMITED on or around June 2021.

8
9 19. On December 16, 2021, Plaintiff filed a complaint with the Department of Fair
10 Employment and Housing (“DFEH”), alleging claims in this complaint. The DFEH immediately
11 issued to Plaintiff a right to sue letter.

12
13 **FIRST CAUSE OF ACTION**
14 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**
15 **(California Industrial Welfare Commission Order 7-2001/1-2001, California Code of**
16 **Regulations Title 8 Section 11070/11010, and California Labor Code Section 1198)**
17 **(Against All Defendants)**

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

21
22 21. At all times relevant herein, Defendants were required to compensate its
23 employees for all hours worked upon reporting for work at the appointed time stated by the
24 employer pursuant to Industrial Welfare Commission Order 7-2001, California Code of
25 Regulations, Title 8, Section 11070 and/or Industrial Welfare Commission Order 1-2001,
26 California Code of Regulations, Title 8, Section 11010.

27
28 22. For the three (3) years preceding filing of this action, Defendants ailed to
compensate Plaintiff for all hours worked.

23. Under the aforementioned wage order and regulations, Plaintiff is to recover

1 compensation for all hours worked but not paid by Defendants for the three (3) years preceding
2 the filing of this Complaint.

3 24. As a proximate result of the aforementioned violations, Plaintiff has been
4 damaged in an amount according to proof at time of trial, but in an amount in excess of the
5 jurisdiction of this Court. Defendants' conduct described herein violates Labor Code Section
6 512, 558, 1194, and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and
7 1194, Plaintiff is entitled to recover damages for the nonpayment of wages for all hours worked,
8 penalties, plus reasonable attorney's fees and costs of suit.
9

10 25. Under this cause of action, Plaintiff prays for penalties due under the statutes
11 alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof
12 at trial. Exact amount of damages is unknown at this time and will be ascertained when Plaintiff
13 receives full payroll records from Defendants, including any and time records and audit logs for
14 Plaintiff.
15

16 **SECOND CAUSE OF ACTION**
17 **FAILURE TO PAY MINIMUM WAGES**
18 **(California Labor Code Sections 1194, 1194.2, 1197)**
19 **(Against All Defendants)**

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

22 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an
23 employer to suffer or permit a California employee to work without paying wages at the
24 minimum wage rate for all hours worked as required by the applicable Industrial Welfare
25 Commission (hereinafter "IWC") Wage Order No. 7-2001/1-2001, codified at California Code of
26 Regulations, Title 8, Section 11070/11010, subdivision 4.
27

28 28. Pursuant to IWC Wage Order no. 7-2001/1-2001, subdivision 2(K)/(G), at all

1 relevant times, “hours worked” included “the time during which an employee is subject to the
2 control of an employer, and includes all the time the employee is suffered or permitted to work,
3 whether or not required to do so...”

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

10 30. 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 was 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.

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

21 32. Under this cause of action, Plaintiff prays for penalties due under the statutes
22 alleged along with any allowable interest, penalties, attorney’s fees, and costs according to proof
23 at trial. Exact amount of damages is unknown at this time and will be ascertained when Plaintiff
24 receives full payroll records from Defendants, including any and time records and audit logs for
25 Plaintiff.

27 ///

THIRD CAUSE OF ACTION
FAILURE TO PAY OVERTIME
(California Industrial Welfare Commission Order 7-2001/1-2001, California Code of Regulations Title 8 Section 11070/11010)
(Against All Defendants)

33. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

34. Pursuant to Industrial Welfare Commission Order No. 7-2001/1-2001, California Code of Regulations, Title 8, Section 11070/11010, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

35. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 7-2001/1-2001, California Code of Regulations, Title 8, Section 11070/11010.

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

37. Plaintiff was entitled to the above-described overtime premiums.

38. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past eight (8) in a day or double Plaintiff's regular rate of pay for hours worked past twelve (12) in a day.

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

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

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

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

8
9 43. Pursuant to California Labor Code §§218.6, 510, 1194 and California Code of
10 Regulations, Title 8, Section 11070/11010, Plaintiff is entitled to recover damages for the
11 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
12 reasonable attorney fees and costs of suit.

13
14 44. Under this cause of action Plaintiff prays for penalties due under the statutes
15 alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof
16 at trial. Exact amount of damages is unknown at this time and will be ascertained when Plaintiff
17 receives full payroll records from Defendants, including any and time records and audit logs for
18 Plaintiff.

19
20 **FOURTH CAUSE OF ACTION**
21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
22 **(California Labor Code Section 226)**
23 **(Against All Defendants)**

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

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

28 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay

1 stubs that accurately reflected all information required by Labor Code Section 226, including but
2 not limited to, the correct pay period, gross wages earned (including overtime compensation),
3 net wages earned, total hours worked by the employee, all deductions, and premium pay for
4 missed rest breaks. Therefore, Defendants failed to maintain and provide accurate itemized
5 wage statements to Plaintiff in accordance with California Labor Code Section 226(a).

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

13
14 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
15 sustained damages, including loss of earnings, in an amount to be established at trial. As a
16 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
17 Plaintiff is entitled to recover damages, in an amount to be established at trial, as well as costs
18 and attorney's fees pursuant to statute.

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

23
24 **FIFTH CAUSE OF ACTION**
25 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**
26 **(California Labor Code Sections 201, 203)**
27 **(Against All Defendants)**

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

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

3 53. Pursuant to California Labor Code Section 202, when an employee resigns, the
4 employer must pay all compensation due and owing within 72 hours of resignation, or on the
5 employee's last day of work, if the employee gives more than 72 hours' notice of resignation.
6

7 54. Pursuant to California Labor Code Section 203, if an employer willfully fails to
8 pay, without abatement or reduction, any wages of an employee whose employment ends, the
9 wages of the employee shall continue as a penalty from the due date at the same rate until paid or
10 until an action is commenced; however, the wages shall not continue for more than 30 days for
11 failure to pay an employee owed wages.
12

13 55. After Plaintiff's employment with Defendants ended, Defendants willfully
14 refused and continue to refuse to pay Plaintiff's unpaid wages as required by Labor Code Section
15 203.
16

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

21 57. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
22 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
23 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.
24

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

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTION 558
(California Labor Code Section 558)
(Against All Defendants)

59. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

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

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

- a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular and overtime wages for overtime hours worked. As such, Defendants violated Section 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each subsequent violation for each pay period for which Plaintiff was underpaid in addition to an amount sufficient to recover underpaid wages.
- b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for

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 regular hours worked and overtime 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 62. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due
9 under 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

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

14 **SEVENTH CAUSE OF ACTION**
15 **FAILURE TO MAINTAIN ACCURATE RECORDS**
16 **(California Labor Code Section 1174(d))**
(Against All Defendants)

17 64. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.
19

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

23 66. Additionally, the "Records" section of the applicable IWC Wage Order obligates
24 the employer, including Defendants, to keep accurate information with respect to each one of
25 their 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

1 the applicable rates of pay.

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

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

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

13
14 **EIGHTH CAUSE OF ACTION**
15 **FAILURE TO GIVE REST BREAKS**
16 **(Against All Defendants)**

17 70. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

19 71. Plaintiff brings this cause of action under the following laws, for the following
20 reasons:

- 21 a. Title 8 of the California Code of Regulations Sections 11070(12)(A) and/or
22 11010(12)(A), which provide that every employer shall authorize and permit all
23 employees to take rest periods, which insofar as practicable shall be in the middle of
24 each work period. The authorized rest period time shall be based on the total hours
25 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
26 fraction thereof;
27
28

- 1 b. Title 8 of the California Code of Regulations Sections 11070(12)(B) and/or
2 11010(12)(B), which provides that if an employer fails to provide an employee a rest
3 period in accordance with the applicable provisions of this order, the employer shall
4 pay the employee one (1) hour of pay at employee's regular rate of compensation for
5 each workday that the rest period is not provided;
6
7 c. Title 8 of the California Code of Regulations sections 11070(20)(A) and/or
8 11010(20)(A), which penalizes the employer \$50.00 for each initial violation, per
9 employee, of any provision of the Wage Order, and \$100.00 for each additional
10 violation thereafter per employee; and
11
12 d. California Labor Code section 226.7, which states that (a) no employer shall require
13 any employee to work during any rest period mandated by an applicable order of the
14 Industrial Welfare Commission, and (b) if an employer fails to provide an employee a
15 rest period in accordance with an applicable order of the Industrial Welfare
16 Commission, the employer shall pay the employee one (1) additional hour of pay at
17 employee's regular rate of compensation for each work day that the rest period is not
18 provided.
19

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

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

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

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

6
7 **NINTH CAUSE OF ACTION**
8 **FAILURE TO GIVE MEAL BREAKS**
9 **(Against All 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. Plaintiff brings this cause of action under the following laws, for the following
13 reasons:

- 14 a. California Labor Code section 512(a), which requires that employees be given a 30-
15 minute uninterrupted meal break after five (5) hours of work, and a second
16 uninterrupted meal break after ten (10) hours of work;
- 17 b. California Labor Code section 226.7, which states that (a) no employer shall require
18 any employee to work during any meal period mandated by an applicable order of the
19 Industrial Welfare Commission, and (b) if any employer fails to provide an employee
20 a meal period in accordance with an applicable order of the Industrial Welfare
21 Commission, the employer shall pay the employee one (1) additional hour of pay at
22 the employee's regular rate of compensation for each workday that the meal period is
23 not provided;
- 24 c. California Industrial Welfare Commission Order No. 7 and/or 1 section 11(A) and
25 (D), as codified under Title 8 of the California Code of Regulations Section 11070
26 and/or 11010, which state that if an employer fails to provide an employee a meal
27
28

period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;

- d. California Industrial Welfare Commission Wage Order No. 7 and/or 1 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11070 and/or 11010, which require an employer to maintain records documenting its employees' meal periods;
- e. California Industrial Welfare Commission wage order No. 7 and/or 1 Section 20(A), as codified under California Code of Regulations Section 11070 and/or 11010, 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
- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4 and/or 1) as enforceable law.

78. Plaintiff alleges that he was not authorized and not permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No. 7/1, as codified under California Code of Regulations Section 11070/11010 et. seq., require that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor

Code section 226.7 and California Code of Regulations section 11070/11010 require that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each workday that the meal period is not given.

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

80. 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.

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

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

81. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 80, inclusive, of this Complaint as thought fully set forth herein.

82. 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."

83. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course of completing her job duties, which were not reimbursed by Defendants. These costs include, but are not limited to, use of personal cell phones for work purposes, including using her cell phone for the time clock application, contacting customers, communicating with

1 management/co-workers, navigation while driving, etc. Moreover, Plaintiff was not reimbursed
2 mileage when using her personal vehicle to make deliveries

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

5
6 **ELEVENTH CAUSE OF ACTION**
PRIVATE ATTORNEYS GENERAL ACT

7 **(Individual And Representative Claim For PAGA Penalties Under California Labor Code**
8 **Sections 201, 202, 203, 204 and/pr 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1174,**
9 **1174.5,1194, 1197, 1198, 2802, 3700.5)**
(Against All Defendants)

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

12 86. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
13 Defendants of the specific violations of the California Labor Code that Defendants and DOE
14 Defendants have violated and continue to violate. Pursuant to California Labor code section
15 2699.3, no response was received from the LWDA within 65 days of the postmark date of the
16 above-alleged letter.
17

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

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

on behalf of himself or herself and other current or former employees pursuant to the procedures specified in California Labor Code section 2699.3.

89. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against her, and therefore are properly suited to represent the interests of other current and former employees, including all hourly, non-exempt employees who worked for STEEL UNLIMITED in the State of California at any of its locations during the relevant PAGA period.

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

91. Plaintiff therefore has exhausted all administrative remedies required of her under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants’ violations of the Labor Code. Attached as EXHIBIT A is a true and correct copy of the LWDA Notice Plaintiff sent to Defendants on or around January 19, 2021 as well as proof that it was sent via Certified U.S. Mail with Return Receipt Requested.

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

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

each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.

94. 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.

95. 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, 1194, 1197, 1198, 2802, 3700.5 via 2698, and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Orders (no. 7/1) violated based on the facts alleged in this Complaint.

96. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, civil penalties, and wages 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.

TWELFTH CAUSE OF ACTION

SEXUAL HARASSMENT IN VIOLATION OF FEHA

(Plaintiff against All Named Defendants and all DOE Defendants)

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

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

99. The actions of owners Michael Frabotta and David Allan Sunde towards Plaintiff,

1 while in the course and scope of her employment, as described herein, created a hostile sexual
2 environment which materially altered Plaintiff's working conditions, and which constitutes
3 sexual harassment in violation of California Government Code section 12940(j)(1).

4 100. In engaging in the aforementioned conduct, Defendants and DOES 1 to 25,
5 inclusive,
6 and each of them, aided, abetted, incited, compelled, and/or coerced unlawful employment
7 practices in violation of the announced policy of this State against such practices. Furthermore,
8 they failed to take immediate and appropriate corrective action to prevent this harassment.
9

10 101. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and will
11 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other
12 pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer
13 physical and emotional injuries, including nervousness, humiliation, depression, anguish,
14 embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's
15 damages will be ascertained at trial.

16 102. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
17 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
18 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.
19

20 103. The acts of oppression, fraud, and/or malice, were engaged in by employees of
21 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
22 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
23 wrongful conduct for which an award of punitive damages is sought, and/or was personally
24 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
25 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
26 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff to
27
28

1 punitive and exemplary damages against each of the Defendants in accordance with California
2 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant.

3 104. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
4 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
5 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
6 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
7 award of attorneys' fees and costs.
8

9 **THIRTEENTH CAUSE OF ACTION**

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

11 **(Plaintiff against STEEL UNLIMITED, INC. and all DOE defendants)**

12
13 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 104, inclusive, of this Complaint as thought fully set forth herein.

15 106. FEHA requires employers to take "all reasonable steps necessary to prevent
16 discrimination and harassment from occurring." (Gov. Code section 12940, subd. (k)).

17 107. As alleged above, Plaintiff was subjected to sexual harassment.

18 108. Defendant STEEL UNLIMITED, INC. and its owners/directors failed to take all
19 reasonable steps necessary to prevent harassment. In addition, Defendant STEEL UNLIMITED,
20 INC. failed to remedy such harassment when it realized and was informed that it was occurring.

21 109. The failure of Defendant STEEL UNLIMITED, INC. to prevent harassment created and
22 encouraged an environment where such harassment was condoned, encouraged, tolerated,
23 sanctioned, and/or ratified.

24 110. As a direct and proximate result of the unlawful conduct of Defendants, Plaintiff has
25 been harmed in that Plaintiff has suffered the loss of wages, salary, benefits, and additional
26 amounts of money Plaintiff would have received if Plaintiff had not been constructively
27 discharged from her employment. As a result, Plaintiff has suffered such damages in an amount
28

1 according to proof.

2 111. As a further direct and proximate result of the conduct of Defendants,
3 Plaintiff has been harmed in that Plaintiff has suffered the intangible loss of employment-
4 related opportunities. As a result, Plaintiff has suffered such damages in an amount according
5 to proof.

6 112. As a further direct and proximate result of the conduct of Defendants,
7 Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish, and
8 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
9 such damages in an amount according to proof.

10 113. The above-recited actions of Defendants were done with malice, fraud, oppression, and
11 in reckless disregard of Plaintiff's rights under FEHA. Accordingly, Plaintiff is entitled to an
12 award of punitive damages.

13
14 **FOURTEENTH CAUSE OF ACTION**

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

16
17 **(Against Defendant STEEL UNLIMITED, INC. and all DOE Defendants)**

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

20 115. At all times during her employment with Defendants, Plaintiff performed her duties
21 with the utmost diligence and competence.

22 116. Plaintiff is informed and believes and thereon alleges that Defendants
23 intentionally created the aforementioned harassment and did not give Plaintiff an opportunity
24 to work in an environment free of harassment based on the owners' consistent sexual
25 harassment at the workplace as described above. This situation became intolerable for Plaintiff
26 and Plaintiff had no alternative but to resign.

27 117. The employment of Plaintiff was constructively wrongfully terminated in June
28

2021 in violation of the fundamental public policy of the State of California with respect to harassing and failure to prevent harassment against an employee. Moreover, Plaintiff was forced to hire an attorney to assist her to end these illegal activities. Said conduct violated statutory and constitutional expressions of public policy including, but not limited to, California Government Code sections 12940 et seq., and the California Constitution, Article 1 section 8.

118. As set forth above, said actions by Defendants was wrongful and in violation of the fundamental principles of the public policy of the State of California as reflected in its laws, objectives and policies. Said statutes and constitutional expressions of public policy include, but are not limited to, California Government Code sections 12940 et seq. and the California Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not just the private interests of the employers and employees whom they govern or protect.

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

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

FIFTEENTH CAUSE OF ACTION
VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200
(Against All Defendants)

121. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 120, inclusive, of this Complaint as though fully set forth herein.

2 122.By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
3 constitute unfair and unlawful business practices under California Business and Professions
4 Code section 17200, et seq.

5 123.California Business and Professions Code section 17200 et seq. prohibits unfair
6 business practices by employers including, but not limited to, widespread violations of
7 California labor codes.

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

12 125.As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
13 multiple damages as specifically provided in California Business and Professions Code section
14 17200 et seq.

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

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

- 21
- 22 1. For damages to Plaintiff in an amount subject to proof at trial;
 - 23 2. For damages for overtime not paid to Plaintiff in an amount subject to proof at trial;
- 24

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 3. For damages under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
- 4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
- 5. For restitution and disgorgement for all unfair business practices by corporate Defendants against Plaintiff in an amount subject to proof at trial;
- 6. For an order enjoining corporate Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
- 7. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 8. For special, liquidated, and consequential damages to the extent allowed by law;
- 9. 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;
- 10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney’s fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law via PAGA;
- 11. For the imposition of civil penalties and/or statutory penalties;
- 12. For compensatory damages including lost past and future wages, loss of earning capacity, overtime, commissions, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiffs, according to proof;

1 13. For general damages according to proof;

2 14. For multiple damages as specifically provided in California Business and Professions

3 Code section 17200 et seq., according to proof;

4 15. For punitive damages against Defendants, according to proof

5 16. For all interest as allowed by law;

6 17. For all costs and disbursements incurred in this suit;

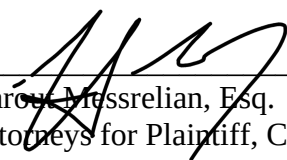
7 18. Reasonable attorney's fees where available by law, including but not limited to,
8 pursuant to Labor Code section 2698 et seq.; and

9 19. For such other and further relief as this Court may deem proper.
10

11
12 DATED: March 22, 2022

MESSRELIAN LAW INC.

13
14 By _____


Harold Messrelia, Esq.
Attorneys for Plaintiff, Clara Granados

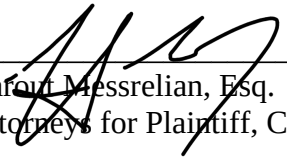
15
16
17
18 **DEMAND FOR JURY TRIAL**

19 Plaintiffs hereby demand, as a matter of right, a trial by jury in this case.
20

21 DATED: March 22, 2022

MESSRELIAN LAW INC.

22
23
24 By _____


Harold Messrelia, Esq.
Attorneys for Plaintiff, Clara Granados