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Assigned for all Purposes

Judge Peter Wilson

CX-102

Attorneys for Plaintiff BROOKE LEZMA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

BROOKE LEZMA,

Plaintiff,

vs.

PIONEER CIRCUITS, INC.; ROBERT
LEE; and DOES 1 to 25, inclusive

Defendants.

CASE NO.: 30-2021-01233664-CU-OE-CXC

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) VIOLATION OF LABOR CODE SECTION 558;**
- 8) FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) FAILURE TO PROVIDE REST BREAKS;**
- 10) FAILURE TO PROVIDE MEAL BREAKS;**
- 11) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 12) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 13) DISCRIMINATION BASED ON RACE/ETHNICITY IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT;**
- 14) HARASSMENT BASED ON**

) **RACE/ETHNICITY IN VIOLATION**
) **OF FAIR EMPLOYMENT HOUSING**
) **ACT;**
) **15) WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY;**
) **16) VIOLATION OF BUSINESS AND**
) **PROFESSIONS CODE SECTION**
) **17200**
)
)
) **JURY TRIAL DEMANDED**

COMES NOW Plaintiff BROOKE LEZMA (hereinafter “Plaintiff”), 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 Orange in this judicial district because Defendants PIONEER CIRCUITS, INC.; ROBERT LEE; and DOES 1 to 25, inclusive, (hereinafter collectively known as “Defendants” or “PIONEER CIRCUITS”), do business in the County of Orange, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Orange is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

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

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant PIONEER CIRCUITS, INC. is a California Corporation, doing business in the County of Orange, State of California, and which employed Plaintiff.

4. Defendant ROBERT LEE is an individual, who at all relevant times and on information and belief resided in the State of California. Plaintiff is informed and believes that Defendant ROBERT LEE was acting on behalf of and was the managing agent and owner of PIONEER CIRCUITS, INC. Plaintiff is informed and believes and thereon alleges that

1 ROBERT LEE controlled the wages, hours and working conditions of Plaintiff and other
2 aggrieved employees and is being included in this lawsuit pursuant to Labor Code Section
3 558.1.

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

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

16 **GENERAL ALLEGATIONS**

17 7. Plaintiff started working for PIONEER CIRCUITS approximately 5 months ago as an
18 LDI operator. Her employment with them ended on or around July 2021. During her
19 employment tenure, Plaintiff was classified as an hourly, non-exempt employee and earned
20 approximately \$15.00 per hour. Plaintiff's schedule for the majority of her employment was
21 12:30am to 7:30am and she was paid on a weekly basis.

22 8. It is Plaintiff's position that PIONEER CIRCUITS has violated numerous Labor Code
23 Sections against Plaintiff and other similarly situated aggrieved employees, who include all
24 non-exempt, hourly employees who worked for PIONEER CIRCUITS in the State of
25 California at their various locations during the relevant PAGA period.

1 9. PIONEER CIRCUITS violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because
2 it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
3 including the statutory minimum wage for all hours worked and for “off the clock” work.
4 Plaintiff and others were not paid for all hours worked in violation of Labor Code Section 1194
5 and the applicable Industrial Welfare Commission Wage Order in that Plaintiff was not paid
6 for all training hours. In addition, the company also had an issue with rounding down the hours
7 that were worked by Plaintiff and other similarly situated aggrieved employees, which would
8 result in minimum wage violations and not being paid for all hours worked. In addition to
9 rounding down, the company would literally shave down work hours as experienced by
10 Plaintiff on her last day worked, July 7, 2021, wherein she noticed that a full 10 minutes was
11 shaved off of her time. As such, the company would essentially time shave, not giving
12 employees full credit for all hours they actually worked and all hours wherein they were
13 actually under the control of the company. PIONEER CIRCUITS also did not pay Plaintiff the
14 proper shift differential for her graveyard shift.

15 10. Based on the above minimum wage and “off the clock” allegations, PIONEER
16 CIRCUITS also violated Labor Code §510 because it failed to pay Plaintiff and other
17 aggrieved employees overtime compensation, even though they worked more than 8 hours per
18 day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff’s and
19 other aggrieved employees’ actual work hours entitled them to overtime compensation,
20 however, PIONEER CIRCUITS did not compensate its hourly, non-exempt employees with
21 the correct amount of overtime and failed to include any non-discretionary bonuses in
22 calculating the regular rate of pay for purposes of calculating the overtime rate of pay.
23 Moreover, on at least one occasion wherein Plaintiff had worked overtime (and in fact double
24 time), the company simply didn’t give her credit for those hours worked because paying double
25 time was not part of their policy and practice.

26 11. PIONEER CIRCUITS also violated Labor Code § 226.7 and the appropriate Industrial
27 Welfare Commission Wage Order (no. 1/4) because it failed to provide Plaintiff and other
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1 similarly situated aggrieved employees with 10-minute rest periods for every four hours of
2 work, or majority portion thereof, throughout their employment. PIONEER CIRCUITS did
3 not completely relieve Plaintiff and others of all duty during said rest periods. PIONEER
4 CIRCUITS did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular
5 rate of compensation for each workday that one or more statutory rest periods was not
6 provided. It was not part of the company policy for employees such as Plaintiff to consistently
7 take rest breaks or at least timely, uninterrupted rest breaks. As such, the culture at PIONEER
8 CIRCUITS did not lend itself to the employees receiving statutory rest breaks wherein they
9 were relieved of all work duties. The environment at PIONEER CIRCUITS was not conducive
10 to receiving statutory rest breaks under California law and timely, statutory rest breaks were
11 not authorized or enforced. It is also important to note that Plaintiff was absolutely restricted
12 from even going outside if she was able to get a timely, uninterrupted rest break.

13 12. PIONEER CIRCUITS violated Labor Code §§ 512 and 226.7 along with Industrial
14 Welfare Commission Wage Order (no. 1/4) because it failed to provide hourly, non-exempt
15 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
16 for every five (5) hours of work throughout their employment. PIONEER CIRCUITS did not
17 completely relieve Plaintiff and other employees of all duty during said meal periods.
18 PIONEER CIRCUITS did not pay to Plaintiff and its hourly, non-exempt employees one
19 additional hour of pay at their regular rate of compensation for each workday that one or more
20 statutory meal periods was not provided. Like the rest breaks, receiving a thirty-minute
21 uninterrupted and timely meal break was not part of the company culture and was not enforced
22 at all by PIONEER CIRCUITS. Consequently, it was the normal practice and custom of
23 PIONEER CIRCUITS not to authorize, permit, and enforce timely statutory meal periods.
24 There were many occasions wherein Plaintiff's meal breaks would be interrupted by calls or
25 texts during breaks asking where she is, etc. Moreover, there were certainly occasions wherein
26 Plaintiff was not able to take her meal break before the 5th hour worked due the workload. In
27 those situations, Plaintiff's meal period would be cut short because the system would not allow
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1 her to clock in after 6am and as such Plaintiff would receive meal breaks of less than 30-
2 minutes. The environment at PIONEER CIRCUITS was not conducive to receiving statutory
3 meal breaks under California law and timely, statutory meal breaks were not authorized or
4 enforced.

5 13. Furthermore, during the relevant time period and based on the above violations,
6 PIONEER CIRCUITS failed to pay Plaintiff and others all wages due to them within any time
7 period specified by California Labor Code section 204.

8 14. PIONEER CIRCUITS was also in violation of California Labor Code section 226(a),
9 by failing to include pertinent information on the wage statements, including but not limited to,
10 the full and correct name of the legal employer along with the employer's correct legal address,
11 all hours worked (including "off the clock" hours and overtime), all applicable hourly rates in
12 effect, the correct identifying information for each employee, gross wages earned, net wages
13 earned, premium pay for the missed meal and rest breaks, the correct start and end of the pay
14 period, all deductions, and business expense reimbursement, among others. As such,
15 PIONEER CIRCUITS did not provide Plaintiff and other similarly situated aggrieved
16 employees with complete, accurate itemized wage statements.

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

20 16. PIONEER CIRCUITS also violated Labor Code § 203 because it willfully failed to pay
21 Plaintiff and other similarly situated aggrieved employees earned and due wages upon
22 separation of employment, either immediately upon involuntary termination, or within 72
23 hours of resignation. These earned but unpaid wages include compensation for all hours
24 worked, including minimum wages, overtime compensation, premium pay for missed meal and
25 rest breaks, and business expense reimbursement. In fact, while Plaintiff worked on July 7,
26 2021, she was not paid for that time at all as her last check only reflected her work hours on
27 July 4, 2021.
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1 17. Also, during the relevant time period, Plaintiff and other aggrieved employees incurred
2 necessary, business-related expenses and costs that were not reimbursed by PIONEER
3 CIRCUITS. These costs include, but are not limited to, the use of personal cell phones for
4 work purposes as PIONEER CIRCUITS did not provide Plaintiff and others with company
5 phones. Accordingly, PIONEER CIRCUITS was in violation of California Labor Code
6 sections 2800 and 2802.

7 18. From the very beginning of her employment, Plaintiff would be approached by her
8 managers and asked very specific, personal questions about her appearance, including her skin
9 color and whether she would spray tan to look “darker” and about her natural hair and hair
10 color. Plaintiff, who is fair-skinned and Caucasian, was taken aback by these consistent
11 comments about her appearance which were inextricably tied to her race/ethnicity
12 and which made Plaintiff feel extremely uncomfortable. It is important to note that Plaintiff
13 was one of the only workers there who were not Hispanic or Vietnamese. Management even
14 made a comment to Plaintiff, stating that there is only one other person “just like you”,
15 referring to her appearance and race/ethnicity.

16 19. The company eventually terminated Plaintiff for alleged attendance, which was not
17 really an issue, and due to an alleged performance issue wherein another second shift worker
18 had already started on the job and completed 7 panels but had made sure that Plaintiff signed
19 the traveler with him. Plaintiff never received a non-conformance report for that job and even
20 followed up with management but was told they could not find the information to verify that it
21 was her signature.

22 20. It is Plaintiff’s position that PIONEER CIRCUITS used any excuse they could to
23 terminate Plaintiff and that the proffered reasons were pretextual in nature in order to hide the
24 company’s true motivation for her termination.

25 21. Prior to filing this action, Plaintiff timely exhausted her administrative remedies by
26 timely filing an administrative complaint with the Department of Fair Employment and
27 Housing (“DFEH”) and receiving her DFEH right to sue letter.
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1 **FIRST CAUSE OF ACTION**

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

3 **(California Industrial Welfare Commission Order 4-2001/1-2001, California Code of**
4 **Regulations Title 8 Section 11040/11010, and California Labor Code Section 1198)**
5 **(Plaintiff against all named defendants and all DOE defendants)**

6 22. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 21, inclusive, of this Complaint as though fully set forth herein.
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9 23. At all times relevant herein, Defendants were required to compensate its employees for
10 all hours worked upon reporting for work at the appointed time stated by the employer
11 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
12 Title 8, Section 11040 and/or Industrial Welfare Commission Order 1-2001, California Code of
13 Regulations, Title 8, Section 11010.

14 24. For the three (3) years preceding filing of this action, Defendants failed to compensate
15 Plaintiff for all hours worked.

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

19 26. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
20 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
21 this Court.

22 27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
23 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
24 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
25 reasonable attorney's fees and costs of suit.

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

Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff against all named defendants and all DOE defendants)

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

30. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title 8, Section 11040, subdivision 4 and/or Wage Order No. 1-2001, codified at California Code of Regulations, Title 8, Section 11010, subdivision 4.

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

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

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

34. For all hours worked by Plaintiff for which she was paid less than the minimum wage

1 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
2 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
3 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
4 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME**

10 **(California Industrial Welfare Commission Order 4-2001/1-2001, California Code of**
11 **Regulations Title 8 Section 11040/11010)**

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

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

15 37. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of
16 Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 1-2001,
17 California Code of Regulations, Title 8, Section 11010, for the period of Plaintiff's
18 employment, Defendants were required to compensate Plaintiff for all overtime, which is
19 calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of
20 eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for
21 hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on
22 the seventh consecutive workday in a week.

23 38. Plaintiff was a non-exempt employee entitled to the protections of the California
24 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
25 Section 11040 and/or California Industrial Welfare Commission Order No. 1-2001, California
26 Code of Regulations, Title 8, Section 11010.

27 39. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
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1 single workweek on numerous occasions.

2 40. Plaintiff worked more than twelve (12) hours in a single workday.

3 41. Plaintiff was entitled to the above overtime premiums.

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

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

8 44. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular
9 rate of pay for hours worked past twelve (12) in a day.

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

12 46. Defendants know or should know the actual dates of overtime worked, the amount of
13 overtime worked, and the amount of unpaid overtime due.

14 47. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
15 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
16 Court.

17 48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
18 Regulations, Title 8, Sections 11040 and/or 11010 , Plaintiff is entitled to recover damages for
19 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
20 reasonable attorney's fees and costs of suit.

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

24 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

5 52. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
6 that accurately reflected all information required by Labor Code Section 226, including but not
7 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
8 the employee (regular and overtime), all deductions, premium pay for missed rest breaks
9 and meal breaks, correct employee identifying information, the correct start and end of the pay
10 period, all applicable hourly rates, correct legal name and address of the employer, and
11 business expense reimbursement. Therefore, Defendants failed to maintain and provide
12 accurate itemized wage statements to Plaintiff in accordance with California Labor Code
13 Section 226(a).

14 53. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
15 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
17 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
18 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
19 the 1-year period immediately preceding the date this lawsuit was filed.

20 54. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
21 sustained damages, including loss of earnings, in an amount to be established at trial. As a
22 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
23 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
24 and attorney's fees pursuant to statute.

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

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

56. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 55, inclusive, of this Complaint as though fully set forth herein.

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

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

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

60. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

61. 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. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

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

63. 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.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

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

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

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

67. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked, including overtime hours and the minimum wage as well as premiums for missed rest breaks and meal breaks.

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

69. 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.

SEVENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 558

(California Labor Code Section 558)

(Plaintiff against all named defendants and all DOE defendants)

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

71. 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. Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was filed.

72. 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 relief associated with Plaintiff's prosecution of this cause of action under California Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not paying Plaintiff for her overtime hours worked and for all hours worked.
- c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's

1 fees for relief associated with Plaintiff's prosecution of this cause of action under
2 California Labor Code Sections 200, et seq.

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

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

8 **EIGHTH CAUSE OF ACTION**

9 **FAILURE TO MAINTAIN ACCURATE RECORDS**

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

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

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

14 76. Labor Code section 1174(d) requires that employers, including Defendants, maintain
15 accurate records showing the hours worked daily by its employees and to whom wages were
16 paid.

17 77. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
18 employer, including Defendants, to keep accurate information with respect to each one of their
19 employees including, but not limited to, the total wages paid each payroll period, and time
20 records showing when the employee begins and ends each work period, meal periods, split
21 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
22 the applicable rates of pay.

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

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

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

7 **NINTH CAUSE OF ACTION**

8 **FAILURE TO GIVE REST BREAKS**

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

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

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

- 13 a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or
14 11010(12)(A), which provide that every employer shall authorize and permit all
15 employees to take rest periods, which insofar as practicable shall be in the middle of
16 each work period. The authorized rest period time shall be based on the total hours
17 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
18 fraction thereof;
- 19 b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or
20 11010(12)(B), which provides that if an employer fails to provide an employee a
21 rest period in accordance with the applicable provisions of this order, the employer
22 shall pay the employee one (1) hour of pay at employee's regular rate of
23 compensation for each workday that the rest period is not provided;
- 24 c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or
25 11010(20)(A), which penalizes the employer \$50.00 for each initial violation, per
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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.

83. 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.

84. 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.

85. 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.

86. 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.

TENTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

1 87. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 86, inclusive, of this Complaint as though fully set forth herein.

3 88. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 4 a. California Labor Code section 512(a), which requires that employees be given a 30-
5 minute uninterrupted meal break after five (5) hours of work, and a second
6 uninterrupted meal break after ten (10) hours of work;
- 7 b. California Labor Code section 226.7, which states that (a) no employer shall require
8 any employee to work during any meal period mandated by an applicable order of
9 the Industrial Welfare Commission, and (b) if any employer fails to provide an
10 employee a meal period in accordance with an applicable order of the Industrial
11 Welfare Commission, the employer shall pay the employee one (1) additional hour
12 of pay at the employee's regular rate of compensation for each workday that the
13 meal period is not provided;
- 14 c. California Industrial Welfare Commission Order No. 4 and/or 1 section 11(A) and
15 (D), as codified under Title 8 of the California Code of Regulations Section 11040
16 and/or 11010, which state that if an employer fails to provide an employee a meal
17 period in accordance with the applicable provisions of the Wage Order, the
18 employer shall pay the employee one (1) hour of pay at the employee's regular rate
19 of compensation for each workday that the meal period is not provided;
- 20 d. California Industrial Welfare Commission Wage Order No. 4 and/or 1 Section
21 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
22 11040 and/or 11010, which require an employer to maintain records documenting
23 its employees' meal periods;
- 24 e. California Industrial Welfare Commission wage order No. 4 and/or 1 Section
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1 20(A), as codified under California Code of Regulations Section 11040 and/or
2 11010, which penalizes the employer \$50.00 for each initial violation, per
3 employee, of any provision of the Wage Order, and \$100.00 for each additional
4 violation thereafter per employee; and

- 5 f. California Labor Code section 1171 and 1173, which have given the California
6 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
7 and/or 1) as enforceable law.
8

9 89. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
10 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
11 to take a second relieved meal break after ten (10) hours of work, as required by California
12 law. California Labor Code section 512(a) and California Industrial Welfare Commission
13 Order No. 4 and/or 1, as codified under California Code of Regulations Sections 11040 and/or
14 11010 et. seq., require that employees receive uninterrupted meal periods every five (5) hours
15 of consecutive work, and that the meal period be at least 30 minutes in length, wherein
16 employee is relieved of all work duty. California Labor Code section 226.7 provides that
17 employers may not require their employees to work through their meal periods. California
18 Labor Code section 226.7 and California Code of Regulations section 11040 and/or 11010
19 require that if the employer fails to provide the employee with an uninterrupted meal period,
20 the employer must pay the employee one (1) hour of pay for each workday that the meal period
21 is not given.
22

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

28 91. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's

1 fees as well as interest under Labor Code section 218.6.

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

5
6 **ELEVENTH CAUSE OF ACTION**

7 **PRIVATE ATTORNEYS GENERAL ACT**

8 **Individual and Representative Claim for PAGA penalties under California Labor Code**
9 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,**
10 **1194, 1197, 1198, 2802)**

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

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

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

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

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

23 97. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
24 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
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1 on behalf of himself or herself and other current or former employees pursuant to the
2 procedures specified in California Labor Code section 2699.3.

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

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

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

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

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

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

1 action.

2 104. Specifically, Plaintiff seek penalties under California Labor Code section 2699, for
3 the following:

4 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
5 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, and 2802, via
6 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order
7 Provisions (nos. 4 and/or 1) violated based on the facts alleged in this Complaint.

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

12 **TWELFTH CAUSE OF ACTION**

13 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

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

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

20 108. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
21 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
22 of completing her job duties, which were not reimbursed by Defendant. These expenses
23 include, but are not limited to, the use of personal cell phones for work purposes as PIONEER
24 CIRCUITS did not provide Plaintiff and others with company phones.

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

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THIRTEENTH CAUSE OF ACTION

DISCRIMINATION ON THE BASIS OF RACE, NATIONAL ORIGIN, AND/OR

ANCESTRY IN VIOLATION OF FEHA

(Plaintiff against PIONEER CIRCUITS, INC. only and all DOE defendants)

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

111. Defendants and DOES 1 to 25, inclusive, are covered employers under California's Fair Employment and Housing Act.

112. At all times herein mentioned, FEHA, Government Code section 12940, et seq., was in full force and effect and was binding on Defendants. This statute requires Defendants to refrain from discriminating against any employee based on his or her race/ethnicity.

113. Plaintiff was subjected to adverse employment action based upon her race, national origin, and/or ancestry in the form of termination from her employment. These adverse employment acts were based on and substantially motivated in whole or in part by purposeful race discrimination, as prohibited by the laws of the State of California. This cause of action is brought pursuant to FEHA and the California Constitution Article 1, section 8.

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

115. 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.

1 116.The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and
2 each of their directors, officers and/or managing agents, constitutes malice, fraud, and
3 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
4 of their workers' right to work in an environment in which personnel decisions and company
5 policies are made without regard to race/ethnicity, so as to justify the imposition of punitive
6 damages to punish and set an example of said Defendants.

7 117.As a proximate result of the foregoing conduct, which violated the provisions of
8 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
9 fees and costs in the prosecution of this claim, in an amount to be proven at trial.
10

11 **FOURTEENTH CAUSE OF ACTION**

12 **HARASSMENT ON THE BASIS OF RACE, NATIONAL ORIGIN, AND/OR**

13 **ANCESTRY IN VIOLATION OF FEHA**

14 **(Plaintiff against PIONEER CIRCUITS, INC. only and all DOE defendants)**

15 118.Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 117, inclusive, of this Complaint as thought fully set forth herein.
17

18 119.Defendants and DOES 1 to 25, inclusive, are covered employers under California's
19 Fair Employment and Housing Act.

20 120.Defendants' conduct, as alleged, violated the FEHA, California Government Code
21 sections 12900 et seq., and Defendants committed unlawful employment practice(s) by
22 harassing Plaintiff and/or creating a hostile work environment, based in whole or in part, on
23 Plaintiff's race/ethnicity, in violation of California Government Code section 12940(j).
24

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

discrimination.

122. 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.

123. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their 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 one's race/ethnicity and an environment in which personnel decisions and company policies are made without regard to one's race/ethnicity, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

124. As a proximate result of the foregoing conduct, which violated the provisions of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's fees and costs in the prosecution of this claim, in an amount to be proven at trial.

FIFTEENTH CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION

IN VIOLATION OF FEHA

(Plaintiff against PIONEER CIRCUITS, INC. only and all DOE defendants)

125. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 124, inclusive, of this Complaint as thought fully set forth herein.

126. At all times herein mentioned, FEHA, California Government Code section 12940(k),

1 was in full force and effect and was binding on Defendants. This statute states that it is an
2 unlawful employment practice in California for an employer to “fail to take all reasonable steps
3 necessary to prevent discrimination and harassment from occurring.”

4 127. During the course of Plaintiff’s employment, Defendants failed to prevent their
5 employees from engaging in intentional actions that resulted in Plaintiff being treated less
6 favorably and eventually being terminated because of Plaintiff’s protected status (i.e. her
7 race/national origin/ancestry/ethnicity). During the course of Plaintiff’s employment,
8 Defendants failed to prevent their employees from engaging in unjustified employment
9 practices against employees in such protected classes. During the course of Plaintiff’s
10 employment, Defendants failed to prevent a pattern and practice by its employees of
11 intentional discrimination and harassment on the basis of race/ethnicity and/or other protected
12 status and/or protected activity.
13

14 128. Plaintiff believes and on that basis alleges that her race/ethnicity and other protected
15 status and/or protected activity was a substantial motivating factor in Defendants’ employees’
16 discriminating against her, harassing her, and in terminating her employment.
17

18 129. As a direct and proximate result of the aforementioned acts and omissions of
19 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
20 loss of income (past and future), loss of employment benefits (past and future), general and
21 compensatory damages (past and future), mental pain and anguish and emotional distress (past
22 and future), and will continue to suffer in the future, in an amount to be proved at trial.
23

24 130. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and
25 each of their directors, officers and/or managing agents, constitutes malice, fraud, and
26 oppression and was authorized, ratified, and carried on with a conscious and willful disregard
27 of their workers’ right to work in an environment in which personnel decisions and company
28

1 policies are made without regard to race/ethnicity, so as to justify the imposition of punitive
2 damages to punish and set an example of said Defendants.

3 131. As a proximate result of the foregoing conduct, which violated the provisions of
4 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
5 fees and costs in the prosecution of this claim, in an amount to be proven at trial.
6

7
8 **SIXTEENTH CAUSE OF ACTION**

9 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC**
10 **POLICY**

11 **(Plaintiff against PIONEER CIRCUITS, INC. only and all DOE Defendants)**

12 132. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 131, inclusive, of this Complaint as though fully set forth herein.

14 133. At all times during her employment with Defendants, Plaintiff performed her duties
15 with the utmost diligence and competence.

16 134. Plaintiff is informed and believes and thereon alleges that Defendants' decisions to
17 discriminate against her, harass her, and terminate her, as alleged herein, was motivated by
18 Plaintiff's race/ethnicity. Plaintiff is further informed and believes and thereon alleges that any
19 other reasons proffered by Defendants were and are pretextual in nature. Defendants
20 intentionally created the aforementioned discrimination and harassment.
21

22 135. The employment of Plaintiff was wrongfully terminated on or around July 7, 2021
23 in violation of the fundamental public policy of the State of California with respect to
24 discriminating against and harassing an employee on account of her race/ethnicity. Plaintiff
25 was forced to hire an attorney to assist her to end these illegal activities. Said conduct violated
26 statutory and constitutional expressions of public policy including, but not limited to,
27 the Fair Employment and Housing Act.
28

1 136. As set forth above, said actions by Defendants were wrongful and in violation of the
2 fundamental principles of the public policy of the State of California as reflected in its laws,
3 objectives and policies. Said statutes and constitutional expressions of public policy include,
4 but are not limited to, the Fair Employment and Housing Act, Government Code Sections
5 12940 et seq. These laws inure to the benefit of the public at large, and not just the private
6 interests of the employers and employees whom they govern or protect.
7

8 137. As a direct and proximate result of the aforementioned acts and omissions of
9 Defendants , Plaintiff suffered general and compensatory damages, including but not limited
10 to, loss of income (past and future), loss of employment benefits (past and future), general and
11 compensatory damages (past and future), mental pain and anguish and emotional distress (past
12 and future), and will continue to suffer in the future, in an amount to be proved at trial.
13

14 138. The foregoing conduct engaged in by Defendants and each of their directors, officers
15 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
16 and carried on with a conscious and willful disregard of their workers' right to work in an
17 environment free of discrimination and harassment so as to justify the imposition of punitive
18 damages to punish and set an example of said Defendants.
19

20 **SEVENTEENTH CAUSE OF ACTION**

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

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

23 **(Plaintiff against PIONEER CIRCUITS, INC. and all DOE defendants)**

24 139. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 138, inclusive, of this Complaint as though fully set forth herein.

26 140. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
27 constitute unfair and unlawful business practices under California Business and Professions
28 Code Section 17200, et seq.

1 141. Defendants' violations of California labor laws and the Fair Employment and Housing
2 Act constitutes a business practice because it was done repeatedly over a significant period of
3 time in a systematic manner that was detrimental to Plaintiff and other similarly situated
4 aggrieved employees.

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

9 **PRAYER FOR RELIEF**

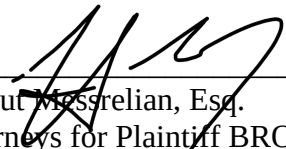
10 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
11 follows:

- 12 1. For compensatory damages including lost past and future wages, loss of earning
13 capacity, overtime, commissions, and all other sums of money, including employment
14 benefits, together with interest on said amounts, and any other economic injury to
15 Plaintiff, according to proof;
16
- 17 2. For general damages according to proof at trial;
- 18 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
19 at trial;
- 20 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
21 subject to proof at trial;
- 22 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
23 proof at trial;
- 24 6. For restitution and disgorgement for all unfair business practices by corporate
25 Defendants against Plaintiff in an amount subject to proof at trial;
- 26 7. For an order enjoining corporate Defendants from further unfair and unlawful business
27 practices in violation of Business and Professions Code Sections 17200, et seq.;
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8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
9. 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;
10. For special, liquidated, and consequential damages to the extent allowed by law;
11. 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;
12. 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;
13. For punitive damages against Defendants according to proof;
14. For the imposition of civil penalties and/or statutory penalties;
15. For all interest as allowed by law;
16. For all costs and disbursements incurred in this suit;
17. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., California Labor Code generally, the Fair Employment and Housing Act; and/or other applicable laws; and
18. For such other and further relief as this Court may deem proper.

DATED: November 27, 2021

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff BROOKE LEZMA

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DATED: November 27, 2021

By Harout Messelian, Esq.
Attorneys for Plaintiff BROOKE LEZMA