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

RODNEY SHORTER,

Plaintiff,

vs.

ALCOTT CENTER FOR MENTAL
 HEALTH SERVICES; NICHOLAS
 MAIORINO; LEE MILMAN; WILLIAM
 MCKENNA; and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: **21STCV47391**

) **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 OWED EVERY PAY PERIOD;**
-) **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) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
-) **11) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**
-) **12) FAILURE TO REIMBURSE BUSINESS EXPENSES**
-) **13) RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6;**
-) **14) RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5;**
-) **15) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
-) **16) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS**

1) **CODE SECTION 17200.**
2)
3)
4) **DEMAND FOR JURY TRIAL**
5)

6 COMES NOW Plaintiff, RODNEY SHORTER (hereinafter "Plaintiff"), and alleges:

7 **PARTIES, JURISDICTION, VENUE**

8 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
9 County of Los Angeles in this judicial district because Defendants ALCOTT CENTER FOR
10 MENTAL HEALTH SERVICES; NICHOLAS MAIORINO; LEE MILMAN; WILLIAM
11 MCKENNA and DOES 1 to 25, inclusive, do business in the County of Los Angeles, and
12 because Defendants' obligations and liabilities arise therein. Moreover, Plaintiff's damages
13 sought herein exceed \$25,000.
14

15 2. Plaintiff is a male resident of the County of Los Angeles, State of California.

16 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
17 ALCOTT CENTER FOR MENTAL HEALTH SERVICES was and is a domestic California
18 nonprofit corporation organized and operating in the County of Los Angeles, State of
19 California, and which employed Plaintiff.
20

21 4. Plaintiff is informed and believes that at all times herein mentioned, Defendants
22 NICHOLAS MAIORINO; LEE MILMAN; and WILLIAM MCKENNA are all residents of the
23 County of Los Angeles, State of California and are and were the President, owner, managing
24 agent and/or director of ALCOTT CENTER FOR MENTAL HEALTH SERVICES. The
25 aforementioned individuals are being included in this lawsuit pursuant to California Labor
26 Code Section 558.1 as they controlled the hours, wages, and working conditions of Plaintiff
27 and other similarly situated aggrieved employees. Defendants ALCOTT CENTER FOR
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1 MENTAL HEALTH SERVICES, NICHOLAS MAIORINO; LEE MILMAN; and WILLIAM
2 MCKENNA are collectively referred to herein as “ALCOTT CENTER” or “Defendant(s)”.

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

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

17 **GENERAL ALLEGATIONS**

18 7. Plaintiff started working for ALCOTT CENTER as a Residential Aide at the “Hoover
19 House” on or around November 2020 and is still employed. Plaintiff is classified as an hourly,
20 non-exempt employee and his latest rate of pay is \$16.00/hour.

21 8. It is Plaintiff’s position that ALCOTT CENTER has committed numerous labor code
22 violations against Plaintiff and other similarly situated aggrieved employees.

23 9. ALCOTT CENTER did not provide Plaintiff and other similarly situated aggrieved
24 employees with the minimum wages to which they were entitled for all work performed and
25 did not compensate him and others for all hours worked pursuant to California Labor Code
26 sections 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and
27 consistently worked “off the clock”. This is so because Plaintiff and others would consistently
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1 work through meal breaks even though that time was being deducted from their pay. The latter
2 constitutes a minimum wage violation. Moreover, there would be issues with rounding down
3 the number of hours worked and time shaving, which led to Plaintiff and others not being paid
4 for all hours worked.

5 10. Due to the above “off the clock” violations and as a matter of company policy,
6 ALCOTT CENTER violated Labor Code §510 and Industrial Welfare Commission Order No.
7 5-2001, Section 3(A), because it failed to pay Plaintiff and other similarly situated aggrieved
8 employees overtime, even though they worked more than forty (40) hours per week or forty-
9 eight (48) hours per week or over sixteen (16) hours per day and even though they worked
10 seven (7) or more consecutive days. Plaintiff’s and others’ actual work hours, which included
11 the “off the clock” work as described above, entitled them to overtime, however, it was not
12 company policy to keep accurate track of all hours worked and to pay employees accurate
13 overtime. In fact, Plaintiff worked 19 days in a row at one point but was not compensated at
14 the correct hourly rates and did not receive the correct amount of compensation at either 1.5
15 times or 2 times his regular rate of pay. To the extent, Section 3(A) above does not apply in
16 this matter, Plaintiff and others were not paid 1.5 times their regular rate of pay for hours
17 worked over 8 in a day (up to 12) and were not paid double time for hours in excess of 12
18 hours in a day. Moreover, Plaintiff and others were not paid the proper overtime for working
19 on the 7th consecutive day.

20 11. ALCOTT CENTER violated Labor Code § 226.7 along with Industrial Welfare
21 Commission Wage Order no. 5 because it failed to provide Plaintiff and other similarly situated
22 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion
23 thereof, throughout their employment. ALCOTT CENTER did not completely relieve Plaintiff
24 of all duty during said rest periods. ALCOTT CENTER did not pay to Plaintiff one additional
25 hour of pay at Plaintiff’s regular rate of compensation for each workday that one or more
26 statutory rest periods was not provided. Rest breaks were not authorized or enforced. In fact, it
27 was not part of ALCOTT CENTER’s culture for employees such as Plaintiff and others to take
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1 at least one 10-minute rest break every day wherein they are relieved of all work duties. The
2 latter was due to understaffing of servers and having to constantly and consistently monitor the
3 residents at the home. To the extent ALCOTT CENTER argues that Industrial Welfare
4 Commission Wage Order no. 5-2001, Section 12(C) applies, ALCOTT CENTER would still be
5 in violation because it failed to provide Plaintiffs and other similarly situated aggrieved
6 employees 10-minute rest periods for every four hours of work, or majority portion thereof,
7 throughout their employment. Although Wage Order No. 5, Section 12(C) allows ALCOTT
8 CENTER to require employees to remain on the premises and maintain general supervision of
9 residents during rest periods, the law states that “another rest period shall be authorized and
10 permitted by the employer when an employee is affirmatively required to interrupt his/her
11 break to respond to the needs of residents.” During any given work shift, Residential Aides
12 such as Plaintiff and other similarly situated aggrieved employees were not able to be relieved
13 of their duties by co-employees. Moreover, Plaintiff and other similarly situated aggrieved
14 employees were not able to take a ten-minute rest break while maintaining general supervision
15 of the residents without their rest breaks being interrupted due to the needs of the residents.
16 Nor were they provided a replacement rest period or premium wages as compensation for the
17 interrupted rest breaks.

18 12. ALCOTT CENTER also violated Labor Code §§ 512 and 226.7 along with Industrial
19 Welfare Commission Wage Order No. 5 because it failed to provide Plaintiff and other
20 similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for
21 every five (5) hours of work throughout their employment, and Plaintiff did not validly waive
22 said meal periods. ALCOTT CENTER did not completely relieve Plaintiff of all duties during
23 said meal periods. ALCOTT CENTER did not pay to Plaintiff one additional hour of pay at
24 Plaintiff’s regular rate of compensation for each workday that one or more statutory meal
25 periods was not provided. Plaintiff and others never received statutory, timely meal periods
26 during their employment. As was the case with rest periods, meal breaks were definitively not
27 part of the ALCOTT CENTER’s culture. The meal periods were not authorized and were not
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1 enforced. Plaintiff's meal breaks, if he was able to receive one, were often times AFTER the
2 5th hour worked and would certainly be interrupted and cut way short. To the extent that
3 ALCOTT CENTER argues that Wage Order No. 5, Section 11 applies, it was not followed in
4 this circumstance because Plaintiff and others were not provided the meal free of charge and
5 did not actually eat with the residents. The bottom line is that issues with being short-staffed
6 resulted in Plaintiff and others not receiving timely, statutory rest and meal periods.

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

19 14. ALCOTT CENTER violated Labor Code § 203 because it willfully failed to pay other
20 similarly situated aggrieved employees earned and due wages upon separation of employment,
21 either immediately upon involuntary termination, or within 72 hours of resignation. These
22 earned but unpaid wages include compensation for all hours worked including minimum wages
23 and overtime compensation and premiums for the missed meal and rest breaks.

24 15. During the relevant time period, ALCOTT CENTER also failed to keep accurate and
25 complete payroll records showing the actual hours worked per day (including the time for meal
26 periods) and the wages paid to Plaintiff and other aggrieved employees pursuant to California
27 Labor Code sections 1174(d).
28

1 16. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
2 business-related expenses and costs that were not reimbursed by ALCOTT CENTER. These
3 costs include, but are not limited to, use of personal cell phones for work purposes (for the time
4 keeping system as well as responding to management via phone calls and text) as well as
5 mileage reimbursement for work errands that were performed by Plaintiff in his personal
6 vehicle. Moreover, Plaintiff had to pay for “food handler’s training” as part of his work duties
7 and was not compensated for this either. Accordingly, ALCOTT CENTER was in violation of
8 California Labor Code sections 2800 and 2802.

9 17. Not surprisingly, after ALCOTT CENTER received Plaintiff’s notice to the Labor and
10 Workforce Development Agency dated September 10, 2021 regarding Plaintiff’s PAGA
11 claims, Plaintiff was wrongfully terminated from his employment on or around October 27,
12 2021 in retaliation for bringing wage and hour claims and complaining about illegal conduct at
13 the workplace in violation of Labor Code sections 98.6 and 1102.5.

14 18. ALCOTT CENTER’s argument that Plaintiff engaged in “improper conduct” is a
15 pretext for the true reason that Plaintiff was terminated from his employment.

16 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

13 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
15 amount known to Plaintiff once he has obtained all of his payroll records from
16 Defendants.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

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

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

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

10 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 were not in good faith nor were there reasonable grounds for Defendants
13 to believe that their acts or omissions were not contrary to California law.

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

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

22 **THIRD CAUSE OF ACTION**

23 **FAILURE TO PAY OVERTIME**

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

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

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

2 34. Pursuant to Industrial Welfare Commission Order No. 5-2001, California Code of
3 Regulations, Title 8, Section 11050, for the period of Plaintiff's employment, Defendants were
4 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
5 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
6 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
7 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
8 week. Alternatively, Defendants were required to compensate Plaintiff for all overtime, which
9 is calculated at one and one-half (1.5) times the regular rate of pay for hours in excess of forty
10 (40) in a week and two (2) times the regular rate of pay for hours worked in excess of sixteen
11 (16) in a day or forty-eight (48) in a week.

12 35. Plaintiff was a non-exempt employee entitled to the protections of the California
13 Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8,
14 Section 11050.

15 36. Plaintiff worked more than eight (8) hours in a single workday, more than twelve (12)
16 hours in a single day, more than sixteen (16) hours in a single day, or forty (40) or forty-eight
17 (48) hours in a single workweek on numerous occasions.

18 37. Plaintiff was entitled to the above overtime premiums.

19 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
20 Plaintiff's regular rate of pay for hours worked past eight (8) in a day or forty (40) in a
21 week or two times Plaintiff's regular rate of pay for hours worked past twelve (12) in a day or
22 sixteen (16) in a day or forty-eight (48) in a week.

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

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

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

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

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

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

11 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

19 47. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
20 accurately reflected all information required by Labor Code Section 226, including but not
21 limited to, gross wages earned, including overtime, net wages earned, total hours worked by
22 the employee, all deductions, and premium pay for missed meal breaks and rest breaks.
23 Therefore, Defendants failed to maintain and provide accurate itemized wage statements to
24 Plaintiff in accordance with California Labor Code Section 226(a).

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

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

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

12 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

7
8 **SIXTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTION 558**

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

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

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

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

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

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

6 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
7 relief associated with Plaintiff's prosecution of this cause of action under California
8 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
9 paying Plaintiff for his overtime hours worked and minimum wages for all hours
10 worked.

11 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
12 fees for relief associated with Plaintiff's prosecution of this cause of action under
13 California Labor Code Sections 200, et seq.
14

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

18 61. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
19 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.
20

21 **SEVENTH CAUSE OF ACTION**

22 **FAILURE TO MAINTAIN ACCURATE RECORDS**

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

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

25 62. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

27 63. Labor Code section 1174(d) requires that employers, including Defendants, maintain
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1 accurate records showing the hours worked daily by its employees and to whom wages were
2 paid.

3 64. Additionally, the “Records” section of the applicable IWC Wage Order obligates the
4 employer, including Defendants, to keep accurate information with respect to each one of their
5 employees including, but not limited to, the total wages paid each payroll period, and time
6 records showing when the employee begins and ends each work period, meal periods, split
7 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
8 the applicable rates of pay.

9 65. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
10 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
11 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
12 records of Plaintiff’s total daily hours, the total hours worked in the payroll period, the
13 applicable rates of pay, and total wages earned for the payroll period.

14 66. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and
15 continues to suffer substantial losses related to Defendants’ failure to record and maintain
16 records of meal and rest periods as well as time records.

17 67. Plaintiff seeks all available remedies for Defendants’ violations including, but not
18 limited penalties, and costs to the extent permitted by law and according to proof at trial.

19 **EIGHTH CAUSE OF ACTION**

20 **FAILURE TO GIVE REST BREAKS**

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

22 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

24 69. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 25 a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which
26 provides that every employer shall authorize and permit all employees to take rest
27 periods, which insofar as practicable shall be in the middle of each work period.
28

1 The authorized rest period time shall be based on the total hours worked daily at the
2 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

3 b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which
4 provides that if an employer fails to provide an employee a rest period in
5 accordance with the applicable provisions of this order, the employer shall pay the
6 employee one (1) hour of pay at employee's regular rate of compensation for each
7 workday that the rest period is not provided;

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

13 d. California Labor Code section 226.7, which states that (a) no employer shall require
14 any employee to work during any rest period mandated by an applicable order of
15 the Industrial Welfare Commission, and (b) if an employer fails to provide an
16 employee a rest period in accordance with an applicable order of the Industrial
17 Welfare Commission, the employer shall pay the employee one (1) additional hour
18 of pay at employee's regular rate of compensation for each work day that the rest
19 period is not provided.
20

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

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

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

7 73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial.
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11 **NINTH CAUSE OF ACTION**

12 **FAILURE TO GIVE MEAL BREAKS**

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

14 74. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.
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17 75. Plaintiff brings this cause of action under the following laws, for the following
18 reasons:

- 19 a. California Labor Code section 512(a), which requires that employees be given a 30-
20 minute uninterrupted meal break after five (5) hours of work, and a second
21 uninterrupted meal break after ten (10) hours of work;
22
23 b. California Labor Code section 226.7, which states that (a) no employer shall require
24 any employee to work during any meal period mandated by an applicable order of
25 the Industrial Welfare Commission, and (b) if any employer fails to provide an
26 employee a meal period in accordance with an applicable order of the Industrial
27 Welfare Commission, the employer shall pay the employee one (1) additional hour
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1 of pay at the employee's regular rate of compensation for each workday that the
2 meal period is not provided;

- 3 c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified
4 under Title 8 of the California Code of Regulations Section 11050, which states that
5 if an employer fails to provide an employee a meal period in accordance with the
6 applicable provisions of the Wage Order, the employer shall pay the employee one
7 (1) hour of pay at the employee's regular rate of compensation for each workday
8 that the meal period is not provided;
- 9 d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as
10 codified under Title 8 of the California Code of Regulations Section 11050, which
11 requires an employer to maintain records documenting its employees' meal periods;
- 12 e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as
13 codified under California Code of Regulations Section 11050, which penalizes the
14 employer \$50.00 for each initial violation, per employee, of any provision of the
15 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 16 f. California Labor Code section 1171 and 1173, which have given the California
17 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 5)
18 as enforceable law.

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

7
8 77. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
9 regulations, and wage orders alleged in this cause of action along with any allowable interest,
10 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
11 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

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

17 **TENTH CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

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

21 **(Plaintiff Against all Named Defendants and all DOE Defendants)**

22 80. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

24 81. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
25 Defendants of the specific violations of the California Labor Code that Defendants
26 and DOE defendants have violated and continue to violate.

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

2 83. Plaintiff therefore has exhausted all administrative remedies required of him under
3 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
4 cause of action and pursue penalties in a representative action for Defendants' violations of the
5 Labor Code.

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

12 85. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
13 violator and had one or more of the alleged violations committed against him, and therefore is
14 properly suited to represent the interests of other current and former hourly, non-exempt
15 employees who worked for ALCOTT CENTER at any of their California locations during the
16 relevant PAGA Period.

17 86. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
18 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
19 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

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

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

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

7 90. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
8 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
9 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved
10 employees in this specific cause of action under the Private Attorneys General Act.

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

13 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
14 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, via 2698 and 2699 and
15 any other Labor Codes and Industrial Welfare Commission Wage Order Provisions (no. 5)
16 violated based on the facts alleged in this Complaint.

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

21 **ELEVENTH CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

23 **(California Labor Code Sections 201, 202, 203)**

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

25 93. Plaintiff re-alleges and incorporates by reference each and every allegation in
26 paragraphs 1 through 92, inclusive, of this Complaint as though fully set forth herein.
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1 94. Pursuant to California Labor Code Section 201(a), an employer who discharges an
2 employee must immediately pay for all compensation due and owing.

3 95. 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 96. Pursuant to California Labor Code Section 203, if an employer willfully fails to
7 pay, without abatement or reduction, any wages of an employee whose employment ends, the
8 wages of the employee shall continue as a penalty from the due date at the same rate until paid
9 or until an action is commenced; however, the wages shall not continue for more than 30 days
10 for failure to pay an employee owed wages.

11 97. After Plaintiff's employment with Defendants ended, Defendants willfully
12 refused and continue to refuse to pay him unpaid wages as required by Labor Code Section
13 203.

14 98. 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
16 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year
17 immediately preceding the filing of this lawsuit.

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

21 100. 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
23 proof at trial.

24 **TWELFTH CAUSE OF ACTION**

25 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

27 101. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 100, inclusive, of this Complaint as thought fully set forth herein.

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

5 103. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
6 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
7 of completing his job duties, which were not reimbursed by Defendants. These expenses
8 include, but are not limited use of personal cell phones for work purposes (for the time
9 keeping system as well as responding to management via phone calls and text) as well as
10 mileage reimbursement for work errands that were performed by Plaintiff in his personal
11 vehicle. Moreover, Plaintiff had to pay for “food handler’s training” as part of his work duties
12 and was not compensated for this either.

13 104. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
14 and attorney’s fees and costs, under Labor Code section 2802.

15 **THIRTEENTH CAUSE OF ACTION**

16 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 98.6**

17 **(California Labor Code section 98.6)**

18 **(Plaintiff against ALCOTT CENTER FOR MENTAL HEALTH SERVICES as the**
19 **corporate Defendant only and all DOE Defendants, and each of them)**

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

22 106. California Labor Code section 98.6 provides, in pertinent part, as follows:

23 “A person shall not discharge an employee or in any manner discriminate, retaliate, or
24 take any adverse action against any employee or applicant for employment because the
25 employee or applicant engaged in any conduct delineated in this chapter...or because
26 the employee or applicant...made a written or oral complaint that he or she is owed
unpaid wages...”

27 107. In doing the things herein alleged, corporate Defendant ALCOTT CENTER violated
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1 Labor Code section 98.6 in that they retaliated against Plaintiff for complaining about his
2 wages and about the labor code violations that were being committed by Defendants, including
3 sending a notice to the Labor and Workforce Development Agency on or around September
4 10, 2021 regarding Defendants' labor code violations.

5 108. As a direct and proximate result of the aforementioned acts and omissions of
6 Defendants, Plaintiff suffered general and compensatory damages, including but not
7 limited to, loss of income (past and future), loss of employment benefits (past and future),
8 general and compensatory damages (past and future), mental pain and anguish and emotional
9 distress (past and future), and will continue to suffer in the future, in an amount to be proved at
10 trial. Moreover, pursuant to Labor Code section 98.6, an employer who violates this section is
11 liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each
12 violation of this section.

13 109. The foregoing conduct engaged in by corporate Defendant ALCOTT CENTER FOR
14 MENTAL HEALTH SERVICES and each of its directors, officers and/or managing agents,
15 constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a
16 conscious and willful disregard of their workers' right to work in an environment free of
17 retaliation, so as to justify the imposition of punitive damages to punish and set an example of
18 said Defendants.

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20 **FOURTEENTH CAUSE OF ACTION**

21 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

22 **(Plaintiff against corporate Defendant ALCOTT CENTER FOR MENTAL HEALTH**
23 **SERVICES only and DOE Defendants, and each of them)**

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

26 111. At all times material to this Complaint, California Labor Code § 1102.5 was in effect
27 and binding on corporate Defendant ALCOTT CENTER FOR MENTAL HEALTH
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SERVICES. This section requires corporate Defendant to refrain from retaliating against an employee for refusing to participate in an activity that he/she reasonably believes would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. California Labor Code section 1102.5 also requires Defendants to refrain from retaliating against an employee for disclosing information to a person with authority over the employee if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

112. As discussed fully above, Plaintiff complained to Defendants about the company's illegal conduct and the labor code violations being committed against Plaintiff, including his written notice to the California Labor and Workforce Development Agency on or around September 10, 2021.

113. Corporate Defendant ALCOTT CENTER FOR MENTAL HEALTH SERVICES retaliated against Plaintiff for his whistleblowing, as alleged above, all in violation of Labor Code § 1102.5.

114. As a direct and proximate result of the aforementioned acts and omissions of corporate Defendant ALCOTT CENTER FOR MENTAL HEALTH SERVICES, 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.

115. Plaintiff requests all available relief under Labor Code § 1102.5 including damages and the imposition of civil penalties of \$10,000 for each violation as well as attorneys fees.

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FIFTEENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Plaintiff against corporate Defendant ALCOTT CENTER FOR MENTAL HEALTH SERVICES only and DOE Defendants, and each of them)

116. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 115, inclusive, of this Complaint as though fully set forth herein.

117. At all times during his employment with Defendant ALCOTT CENTER, Plaintiff performed his duties with the utmost diligence and competence.

118. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and actions to treat him differently and ultimately terminate his employment as alleged herein, was motivated by Plaintiff's whistleblowing and complaints about illegal activity at the workplace as well as wage and hour violations being committed against Plaintiff. Defendant ALCOTT CENTER intentionally created the aforementioned retaliation, thereby not giving Plaintiff an opportunity to work in an environment free of retaliation.

119. The employment of Plaintiff wrongfully terminated on October 27, 2021 in violation of the fundamental public policy of the State of California with respect to retaliating against an employee on account of his whistleblowing. Moreover, Plaintiff was forced to hire an attorney to assist him to end these illegal activities. Said conduct violated statutory and constitutional expressions of public policy including, the California Labor Code and the California Constitution, Article 1 section 8.

120. As set forth above, said actions by Defendants were 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 Labor Code 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.

121. As a direct and proximate result of the aforementioned acts and omissions of

1 corporate Defendants, Plaintiff suffered general and compensatory damages, including but not
2 limited to, loss of income (past and future), loss of employment benefits (past and future),
3 general and compensatory damages (past and future), mental pain and anguish and emotional
4 distress (past and future), and will continue to suffer in the future, in an amount to be proved at
5 trial.

6 122. The foregoing conduct engaged in by corporate Defendants and each of their directors,
7 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
8 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
9 an environment free of retaliation due to whistleblowing, so as to justify the imposition of
10 punitive damages to punish and set an example of said Defendants.

11 **SIXTEENTH CAUSE OF ACTION**

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

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

14 **(Plaintiff against corporate Defendant ALCOTT CENTER FOR MENTAL HEALTH**
15 **SERVICES only and DOE Defendants, and each of them)**

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

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

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

24 126. For the four years preceding the filing of this action, Plaintiff has suffered damages
25 and request damages and/or restitution of all monies and profits to be disgorged from corporate
26 Defendant ALCOTT CENTER in an amount according to proof at time of trial, but in excess
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of the jurisdiction of this Court.

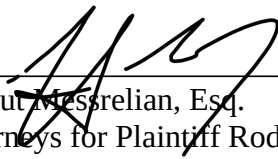
WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as follows:

1. For compensatory damages including lost past and future wages, regular wages, overtime, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
2. For general damages according to proof;
3. For special and consequential damages to the extent allowed by law;
4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
5. For an award of punitive damages against corporate Defendant ALCOTT CENTER FOR MENTAL HEALTH SERVICES according to proof;
6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
8. For restitution and disgorgement for all unfair business practices by corporate Defendant ALCOTT CENTER FOR MENTAL HEALTH SERVICES against Plaintiff in an amount subject to proof at trial;
9. For an order enjoining Defendant ALCOTT CENTER FOR MENTAL HEALTH SERVICES from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
10. 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;
11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major

- 1 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 2 12. For maximum civil penalties available under the Labor Code and applicable Wage
- 3 Order against Defendants as described more particularly in the Complaint and
- 4 representative PAGA claim;
- 5 13. For all remedies available to Plaintiff under the applicable Wage Order and the
- 6 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
- 7 liquidated damages, damages, penalties, and waiting time penalties according to proof
- 8 to the extent permitted by law via PAGA;
- 9 14. For the imposition of civil penalties and/or statutory penalties;
- 10 15. For all interest as allowed by law;
- 11 16. For all costs and disbursements incurred in this suit;
- 12 17. Reasonable attorney's fees where available by law, including but not limited to,
- 13 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
- 14 Labor Code section 1102.5, and/or other applicable laws; and
- 15 18. For such other and further relief as this Court may deem proper.
- 16

17 **DATED:** December 29, 2021

MESSRELIAN LAW INC.

18
19 By 
20 Harout Messrelian, Esq.
21 Attorneys for Plaintiff Rodney Shorter

DEMAND FOR JURY TRIAL

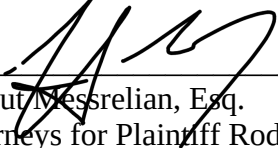
22 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

23

24

25 **DATED:** December 29, 2021

MESSRELIAN LAW INC.

26 By 
27 Harout Messrelian, Esq.
28 Attorneys for Plaintiff Rodney Shorter