

Assigned for all purposes to: Chatsworth Courthouse, Judicial Officer: Melvin Sandvig

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JESSICA ORNELAS in her individual capacity,
and on behalf of herself and all other aggrieved
employees

Plaintiffs,

v.

HERBAL REMEDIES CAREGIVERS INC.,
GLADSTONE CAMPUS, LLC, ANNIE
BISHOP, and DOES 1 to 100, inclusive

Defendants.

NO.

1. Meal Period Violation
2. Rest Period Violation
3. Wage and Hour Violation
4. Wage Statement Penalty
5. Waiting Time Penalty
6. Labor Code section 2802 Violation
7. Violation of Unfair Competition Law
8. PAGA Penalties
9. Sexual Harassment
10. Whistleblower Retaliation

COMPLAINT FOR DAMAGES

THE PARTIES

1. Plaintiff Jessica Ornelas ("Ornelas") is a resident of Los Angeles County.
2. Ornelas and all other aggrieved employees that worked for Defendants in the state of California shall be referred to herein as ("Plaintiffs").
3. Defendant Herbal Remedies Caregivers Inc., ("HRC") is a California corporation that is located in Los Angeles County.
4. Defendant Gladstone Campus, LLC ("GC") is a California limited liability company that is located in Los Angeles County.
5. Defendant Annie Bishop, ("Bishop") based on information and belief, is a natural person

1 that resides in Los Angeles County.

2 6. HRC, GC, Bishop and DOES 1 to 100 are collectively referred to herein as “Defendants.”

3 7. Plaintiffs do not know the true names and capacities of Does 1 to 100 and therefore uses
4 fictitious names. Plaintiffs will amend the Complaint pursuant to Code of Civil Procedure section
5 474 to allege the true names and capacities when ascertained.

6 8. On information and belief, Plaintiffs allege that each Defendants, directly or indirectly, or
7 through agents or other persons, employed Plaintiffs and other aggrieved employees, and exercised
8 control over their wages, hours, and working conditions. On information and belief, Plaintiffs
9 allege that each Defendants acted in all respects pertinent to this action as the agent of the other
10 Defendants, carried out a joint scheme, joint employers, integrated enterprise, business plan or
11 policy in all respects pertinent hereto, and the act of each Defendants are legally attributable to the
12 other Defendants.

13 9. Bishop is the chief executive officer of HRC.

14 10. Bishop violated, or caused to be violated, the Labor Code sections as alleged herein and is
15 thus personally liable for those violations pursuant to Labor Code sections 558 and 558.1.
16 Specifically, Bishop created and instituted the employment arrangement and compensation plan
17 which included the misclassification of Plaintiffs as 1099 independent contractors.

18 **JURISDICTION AND VENUE**

19 11. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil
20 Procedure section 395. Defendants based on information and belief, employ dozens of employees
21 in Los Angeles County, thereby conducting significant business in Los Angeles County, and each
22 Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts
23 alleged herein have a direct effect on Plaintiffs and those similarly aggrieved within the State of
24 California and within Los Angeles County. There is no federal question at issue, as the issues
25 herein are based solely on California statutes and law, including the Labor Code, IWC Wage Order
26 No. 7, Code of Civil Procedure, and Civil Code.

27 **GENERAL ALLEGATIONS**

28 12. Defendants are in the recreational marijuana business. Based on information and belief,

1 Defendants engage in the cultivation, extraction, and commercialization of marijuana products to
2 the public in Los Angeles County.

3 13. From the time Plaintiffs commenced work for the Defendants in or around July 2020 until
4 at least on or about May 2021, Defendants willfully engaged Plaintiffs as purported independent
5 contractors instead of employees.

6 14. Based on information and belief, starting in or around July of 2020, paid Plaintiffs bi-
7 weekly. Defendants never required Plaintiffs to submit any invoice to collect payment for their
8 services. Nor did Defendants ever issue to Plaintiffs and the aggrieved employees any
9 corresponding paystubs with typical W-tax withholdings. Rather, Plaintiffs on information and
10 belief, were always paid on a 1099 basis during the time they were misclassified as independent
11 contractors.

12 15. In or around May of 2021, Defendants changed their policies, and going forward, being to
13 reclassify all of its employees as W-2 employees. Beginning in May of 2021, wage statements
14 were issued, but they failed to show sick leave time available and based on information and belief,
15 no sick pay was provided to Plaintiffs at all relevant times during their employment.

16 16. Defendants hired Plaintiffs to perform cultivation and trimming work for Defendants.
17 Cultivation work required Plaintiffs to perform tasks which include but were not limited to de-
18 leafing marijuana plants, transplanting marijuana plants, taking off stems from marijuana plants,
19 chopping down each marijuana plant and bagging products from each marijuana plant. Plaintiffs
20 also engaged in trimming work that required Plaintiffs to trim mature marijuana plants which
21 would lead to the commercial sale of marijuana to the public.

22 17. Each member of the trim team was required to trim one pound of marijuana product per
23 trim day which would equate to 453.59 grams.

24 18. On non-trim days, Plaintiffs would work at least 8 hours per day. On trim days, Plaintiffs
25 would work between 9-10 hours per day. In addition to trimming, Plaintiffs were required to clean
26 the facility, weigh the products, and bag all the products. This process had to be completed before
27 Defendants would allow Plaintiffs to leave the facility in which the trim work was performed.
28 There were approximately 15 trim days per month.

1 19. On trim days, Plaintiffs were not required to keep track of their time because they were paid
2 by the pound, not by hour.

3 20. There were other days where Plaintiffs would be required to trim and cultivate. These were
4 considered “hybrid days”. On these days, Plaintiffs worked on average between 9-10 hours per day
5 with no overtime pay or meal and rest breaks as required by law.

6 21. On trim days, Plaintiffs were paid \$80.00 per pound in addition to hourly wages for non-
7 trim related activities. However, Defendants never averaged the total remuneration during trim
8 days to calculate Plaintiffs regular rate of pay for the purpose of overtime. Plaintiffs were paid a
9 lump sum payment based on the amount of marijuana they trimmed, and the corresponding hours
10 associated with the trim work.

11 22. Plaintiffs were also never reimbursed for out-of-pocket expenses associated with their trim
12 work. Plaintiffs were required to purchase their own cutters and containers for the storage of
13 marijuana products after trim work was concluded. In addition, based on information and belief,
14 Plaintiffs were required to travel between Defendants business locations in order to provide extra
15 man power at facilities that required more labor. Plaintiffs would drive their own vehicles between
16 Defendants facilities without being reimbursed for mileage.

17 23. At all times during Plaintiffs employment with Defendants, Defendants did not have any
18 meal or rest break policies and did not have any timekeeping systems that would allow Plaintiffs to
19 clock out during their shifts. Plaintiffs would not receive their meal breaks or rest breaks within the
20 time required by the California labor code.

21 24. As a result of the misclassification, Plaintiffs were not afforded the rights that they were
22 entitled to under the Labor Code and Wage Orders, including, but not limited to, meal breaks, rest
23 breaks, compensation for overtime worked, all minimum wages for time worked, compliant wage
24 statements, reimbursement of expenses including but not limited to mileage expenses, and payment
25 of all wages at the conclusion of their employment with Defendants.

26 25. Plaintiffs notified the Labor and Workforce Development Agency and Defendants on
27 November 24, 2021, of their intent to seek PAGA penalties, as required by Labor Code section
28 2699.3. Since it has been more than 65 days since the notice letter was sent, PAGA penalties can

1 now be requested.

2 26. As of the date of the filing of this complaint, the LWDA has not provided Plaintiffs with
3 written notice that it intends to investigate the alleged violations of the Labor Code. Accordingly,
4 Plaintiffs have satisfied the administrative prerequisites under Labor Code section 2699.3 to bring a
5 civil action to recover civil penalties under the PAGA, in addition to other remedies.

6 **SEXUAL HARRASEMENT/RETALIATION**

7 27. In or around March 2021 to July 2021, Ornelas was subjected to extreme and pervasive
8 sexual harassment at the hands of her supervisor Michael Drugo. Mr. Drugo would single out
9 Ornelas at work and call her lewd names such as a “whore” and a “fucking bitch”. Mr. Drugo
10 would also comment on Ornelas’ body parts by saying that Ornelas had a “big ass” and that she
11 “should have been a stripper”. These comments were made on a daily and weekly basis either by
12 phone, text message, or in person during working hours.

13 28. In or around April 2021, Ornelas lodged complaints with management of HRC & GC about
14 the sexual harassment. HRC & GC’s management was aware of the complaints, but instead of
15 investigating and/or intervening, HRC & GC manufactured reasons to write Ornelas up. HRC &
16 GC used these “write ups” as a pretext to terminate Ornelas from her employment in or around July
17 20, 2021. Ornelas was not written up for violations of company policies before she started lodging
18 complaints to HRC & GC about the sexual harassment. Defendants HRC & GC termination of
19 Ornelas was in retaliation for Ornelas lodging complaints about the sexual harassment.

20 **EXHAUSTION OF ADMINSTRATIVE REMEDIES**

21 29. On or about March 16, 2022, Ornelas filed a complaint with the Department of Fair
22 Employment and Housing (hereinafter “DFEH”). Thereafter, on March 16, 2022, the DFEH issued
23 “right to sue” letter. As a consequence of this action, Ornelas has exhausted her administrative
24 remedies as a precondition of filing this action for sexual harassment.

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1 **FIRST CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATION**

3 By Ornelas Against All Defendants

4 30. Ornelas incorporates by reference paragraphs 1 to 29 of the Complaint.

5 31. Labor Code section 226.7 requires employers to provide its employees meal periods as
6 mandated by IWC Wage Order 7-2001 and Labor Code section 512(a).

7 32. The meal periods must be at least 30 minutes for every five hours worked.

8 33. Ornelas did not get meal periods due to the misclassification.

9 34. As a result, Defendants owe premium pay pursuant to Labor Code section 226.7 for each
10 missed break, which is one additional hour of pay at her regular rate of compensation for each day
11 that the meal period was not provided or when they were required to take on-duty and/or non-
12 compliant meal periods.

13 **SECOND CAUSE OF ACTION**

14 **REST PERIOD VIOLATION**

15 By Ornelas Against All Defendants

16 35. Ornelas incorporates by reference paragraphs 1 to 29 of the Complaint.

17 36. Pursuant to Paragraph 12 of IWC Wage Order 7, every employer shall authorize and permit
18 all employees to take rest periods of ten minutes per each four hours worked and shall be counted
19 as time worked. During this ten-minute rest period, employees are to be relieved of all work duties.

20 37. Ornelas were denied duty-free rest periods since she did not receive rest breaks based on the
21 willful misclassification.

22 38. Pursuant to Labor Code section 226.7 if an employer fails to provide an employee with a
23 rest period, the employer shall pay the employee one hour of pay at the employee's regular rate of
24 compensation for each workday that a rest period is not provided.

25 **THIRD CAUSE OF ACTION**

26 **OVERTIME VIOLATIONS**

27 By Ornelas Against All Defendants

28 39. Ornelas incorporates by reference paragraphs 1 to 29 of the Complaint.

1 40. Ornelas were required to work in excess of eight hours in a day and/or forty hours in a week
2 without being properly compensated for all wages earned.

3 41. Specifically, Ornelas worked 9-10 hours on trim days and on hybrid days. Ornelas was not
4 compensated any overtime during the course of their employment.

5 42. Therefore, Defendants did not pay Ornelas overtime for all hours worked over eight in a
6 day or forty hours in a week.

7 43. As a direct result, Ornelas have suffered and continues to suffer substantial losses related to
8 the use and enjoyment of such compensation, wages, lost interest on such monies.

9 **FOURTH CAUSE OF ACTION**

10 **WAGE STATEMENT PENALTY**

11 **By Ornel Against All Defendants**

12 44. Ornelas incorporates by reference paragraphs 1 to 29 of Complaint.

13 45. The relevant portion of Labor Code section 226(a) states:
14 Every employer shall, semimonthly or at the time of each payment of wages, furnish
15 each of his or her employees, either as a detachable part of the check, draft, or
16 voucher paying the employee's wages, or separately when wages are paid by
17 personal check or cash, an accurate itemized statement in writing showing (1) gross
wages earned, (2) total hours worked by the employee, except for any employee
whose compensation is solely based on a salary and who is exempt from payment of
overtime under subdivision (a) of Section 515 or any applicable order of the
Industrial Welfare Commission.

18 46. Defendants did not provide Ornelas any itemized wage statements based on the willful
19 misclassification.

20 47. After wage statements were provided, they did not reflect the proper regular rate of pay,
21 overtime wages, gross wages, net wages, and did not reflect sick pay leave time available to
22 Ornelas.

23 48. As a result of this knowing and intentional failure to comply with Labor Code section 226,
24 Ornelas is entitled to \$50.00 for the initial pay period in which the violation occurred, and \$100.00
25 for each violation in subsequent pay periods, plus attorney fees.

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1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTY**

3 By Ornelas Against All Defendants

4 49. Ornelas incorporates by reference paragraphs 1 to 29 of the Complaint.

5 50. Ornelas are still owed wages when they stopped working for Defendants. Specifically,
6 Plaintiff was never paid the overtime wages.

7 51. Consequently, pursuant to Labor Code section 203 the waiting time penalty applies, which
8 is 30 days of wages.

9 **SIXTH CAUSE OF ACTION**

10 **VIOLATION OF LABOR CODE SECTION 2802**

11 By Ornelas Against All Defendants

12 52. Ornelas incorporates by reference paragraphs 1 to 29 of the Complaint.

13 61. Ornelas incurred costs for expenditures in direct consequence of the discharge of her duties.
14 These expenditures include but are not limited to the mileage costs for mandatory and necessary
15 traveling required by Defendants and purchase of clippers and containers to store marijuana
16 products.

17 62. Defendants did not reimburse Ornelas for her expenditures described herein that were
18 incurred in direct consequence of the discharge of her duties and is therefore in violation of Labor
19 Code section 2802.

20 62. Ornelas is entitled to reimbursement of all necessary expenditures including but not limited
21 to reasonable costs and attorney's fees.

22 **SEVENTH CAUSE OF ACTION**

23 **VIOLATION OF UNFAIR COMPETITION LAW**

24 By Ornelas Against All Defendants

25 65. Ornelas incorporates by reference paragraphs 1 to 29 of the Complaint.

26 66. This claim is being brought under the unlawful prong of the UCL on the basis that
27 Defendants violated provisions of the Labor Code.

28 67. Business & Professions Code section 17200 prohibits acts of unfair competition, which

1 include any “unlawful, unfair or fraudulent business act or practice....”

2 68. As a result of Defendants’; (1) failure to pay Plaintiff premium pay for missed meal and
3 rest breaks; (2) failure to pay overtime; (3) failure to reimburse business related expenses; and (4)
4 willful misclassification of Plaintiff as an independent contractor, the court is authorized to enter an
5 order for restitution under Section 17203.

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7 **EIGHTH CAUSE OF ACTION**

8 **PAGA PENALTIES**

9 **By Plaintiffs Against All Defendants**

10 69. Plaintiffs incorporates by reference paragraphs 1 to 29 of the Complaint.

11 70. PAGA allows employees to bring actions against their employer on behalf of themselves as
12 well as former and current aggrieved employees when the employer had violated a provision of the
13 Labor Code.

14 71. In order to bring a PAGA action, there must be an underlying Labor Code violation, which
15 the individual is pursuing on behalf of themselves and other similarly situated aggrieved
16 employees. Here, the violation that forms the basis of Plaintiffs’ PAGA claims are : 1) Defendants
17 failure to provide duty free meal and rest breaks; 2) Defendants failure to pay “premium pay” for
18 missed meal and rest breaks; 3) Defendants failure to pay overtime for all hours in excess of eight
19 (8) hours in a day and forty (4) hours in a week; 4) Defendants failure to reimburse all work related
20 expenditures; 5) Defendants failure to pay all wages at the time of termination or within 72 hours
21 of resignation or on the date of termination; 6) Defendants failure to reimbursement all related
22 business expenses; 7) Defendants violation of Labor Code section 245; and 8) Defendants willful
23 misclassification of Plaintiffs and the Aggrieved Employees.

24 72. Plaintiffs notified the Labor and Workforce Development Agency and Defendants on
25 November 24, 2021, of their intent to seek PAGA penalties, as required by Labor Code section
26 2699.3.

27 73. More than 65 days has passed since Plaintiffs gave the LWDA notice of their intent to bring
28 the instant claim. As of the date of this filing, the LWDA has not provided Plaintiffs with any

1 notice of its intent to act or refrain from acting with regard to this claim. Pursuant to section
2 2699.3, Plaintiffs may now bring the present action for PAGA penalties.

3 74. Pursuant to Labor Code section 558, there is a civil penalty of \$50 for the first violation and
4 \$100 for each subsequent violation per employee per pay period for violation of Labor Code
5 section 512 or any provision relating to hours and days of work in any IWC Wage Order.

6 75. Pursuant to Labor Code section 1197.1 and 558, there is a civil penalty of \$100.00 for the
7 first violation and \$250.00 for each subsequent violation for violation of Labor Code section 1194
8 or any provisions relating the payment wages, hours, and working conditions in any IWC Wage
9 Order.

10 76. Pursuant to Labor Code section 226.3, there is a penalty of \$250 per employee for the first
11 offense, and \$1000 per employee for each subsequent offense for violations of Labor Code section
12 226 subdivision (a).

13 77. Pursuant to Labor Code section 210, there is a penalty of \$100 per employee for the first
14 offense, and \$200 per employee for each subsequent offense for violations of Labor Code sections
15 204.

16 78. Pursuant to Labor Code section 226.8, there is a penalty of \$5,000.00 and not more than
17 \$15,000.00 for each violation for willful misclassification of an individual as an independent
18 contractor.

19 79. Pursuant to Labor Code section 2699 subdivision (f), there is a penalty of \$100 per
20 employee for the first offense, and \$200 per employee for each subsequent offense for those
21 violations that do not specify a penalty.

22 80. Pursuant to Labor Code section 248.5, there is a penalty of \$250 dollars, but not to exceed
23 \$4,000.

24 81. Pursuant to Labor Code section 2699 subdivision (g), Plaintiff is entitled to recover attorney
25 fees and costs.

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1 **NINTH CAUSE OF ACTION**

2 **SEXUAL HARRASEMENT**

3 By Ornelas Against HRC & GC

4 82. Plaintiff incorporates by reference paragraphs 1 to 29 of the Complaint.

5 83. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants
6 HRC & GC and DOES 1 through 100 and each of them. As such term is used under FEHA, “on the
7 bases enumerated in this part” means or refers to harassment on the bases of one or more of the
8 protected characteristics under FEHA.

9 84. These laws set forth in the preceding paragraph require Defendants HRC & GC to refrain
10 from harassing, or creating, or maintaining a hostile work environment against an employee based
11 upon the employee’s sex, gender, race, color, national origin, ancestry, disability, medical
12 condition and engagement in protected activities, as set forth hereinabove. (hereinafter [HOSTILE
13 WORK ENVIRONMENT]

14 85. The Fair Employment and Housing Commission’s regulations provide: “Harassment”
15 includes but is not limited to: (A) Verbal harassment, e.g., epithets, derogatory comments or slurs
16 on a basis enumerated in the Act; (B) Physical harassment, e.g., assault, impeding or blocking
17 movement, or any physical interference with normal work or movement, when directed at an
18 individual on a basis enumerated in the Act. (Cal. Code Regs., tit. 2, § 7287.6(b)(1).

19 86. Government Code section 12940(j)(4)(C) also provides, in part: “[H]arassment because of
20 sex includes sexual harassment, gender harassment, and harassment based on pregnancy,
21 childbirth, or related medical conditions.” (Gov. Code, § 12940(j)(4)(C).) “The elements [of a
22 prima facie claim of hostile-environment sexual harassment] are: (1) plaintiff belongs to a protected
23 group; (2) plaintiff was subject to unwelcome sexual harassment; (3) the harassment complained of
24 was based on sex; (4) the harassment complained of was sufficiently pervasive so as to alter the
25 conditions of employment and create an abusive working environment; and (5) respondent
26 superior.” (*Fisher v. San Pedro Peninsula Hospital* (1989) 214 Cal.App.3d 590, 608 [262 Cal.Rptr.
27 842].

28 87. Because of the HOSTILE WORK ENVIRONMENT (described in the factual allegations

hereinabove), Ornelas was subjected to harassing, hostile and abusive conduct that was severe or pervasive, and unwelcomed by Ornelas, and with the actual or imputed knowledge of HRC & GC.

88. HRC & GC were apprised of the harassment, retaliation, and unwanted conduct and failed to take immediate and appropriate action to redress the abusive, hostile intimidating, offensive, oppressive, situations.

89. Any reasonable person in Ornelas circumstances would have considered such work environment to be abusive, hostile intimidating, offensive and oppressive.

90. The above said acts were perpetrated by the employees of Defendants HRC & GC, consisting of Defendants HRC & GC and Does 1 to 100. Defendants HRC & GC knew or should have known of said employees conduct but failed to take immediate and appropriate corrective action.

91. Under the FEHA, the employer itself is strictly liable for workplace harassment by its employees, supervisor and independent contractors that pertain to the HOSTILE WORK ENVIRONMENT. There is no need to rely on agency concepts. Mr. Drugo was Defendants HRC and & GC's manager and supervisor at the time of the HOSTILE WORK ENVIRONMENT.

92. The above said acts of HRC & GC constitute violations of the FEHA and violations of the public policy of the State of California. Such violations were a proximate cause in Ornelas' damages as stated herein.

93. As a proximate result of Defendants HRC & GC harassment, Ornelas suffered economic damages, including lost wages and benefits, and other compensatory damages in an amount to be ascertained at the time of trial.

94. As a further proximate result of Defendants HRC & GC harassment, Ornelas has suffered humiliation, mental anguish, anxiety, stress, and other emotional and physical distress, and has been injured in body and mind all to Ornelas damage in an amount to be ascertained at the time of trial. Ornelas has suffered physical and mental injuries, has necessarily expended sums in the treatment of such injuries, and will necessarily continue to expend sums in the future for the treatment of the physical, emotional and mental injuries sustained by Ornelas as a result of Defendants HRC & GC acts, all in an amount to be ascertained at the time of trial.

1 95. The foregoing conduct of the named individual Defendants HRC & GC and that of by and
2 through their officers, directors and/or managing agents, was the substantial cause of Ornelas
3 injury. The despicable conduct in the HOSTILE WORK ENVIRONMENT was carried on with a
4 willful and conscious disregard of the rights of Ornelas and subjected Ornelas to cruel and unjust
5 hardship in conscious disregard of Ornelas rights.

6 96. As a direct and proximate result of Defendants HRC & GC discrimination, harassment, and
7 retaliation, Ornelas has necessarily incurred attorney's fees and costs. Ornelas is entitled to the
8 reasonable value of such attorney's fees and costs under the FEHA.

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10 **TENTH CAUSE OF ACTION**

11 **WHISTELBLOWER RETALIATION**

12 **By Ornelas Against HRC & GC**

13 97. Plaintiff incorporates by reference paragraphs 1 to 29 of the Complaint.

14 98. Labor Code § 1102.5 protects whistleblowers from retaliation from disclosing information
15 to the government or a law enforcement agency, to a person with authority over the employee, or
16 because the employer believes that the employee would report these facts to the government.

17 99. At all times mentioned, Labor Code § 1102.5 was in full force and effect, and was binding
18 on HRC & GC as an employers covered by the law.

19 100. Plaintiff was terminated by HRC & GC after a significant period of wholly satisfactory,
20 competent, and diligent performance to the profit of HRC & GC. Specifically, Defendants HRC &
21 GC retaliated against Ornelas after she started complaining to management about the sexual
22 harassment she was subject to by Mr. Drugo.

23 101. Such retaliation is in violation of Labor Code § 1102.5 and has resulted in damage and
24 injury to plaintiff as alleged herein.

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PRAYER

First Cause of Action

1. Premium pay
2. Other relief the court deems proper

Second Cause of Action

1. Premium pay
2. Other relief the court deems proper

Third Cause of Action

1. Overtime Wages
2. Attorneys' fees and costs
3. Interest
5. Other relief the court deems proper

Fourth Cause of Action

1. Wage statement penalty
2. Attorney fees and costs
3. Other relief the court deems proper

Fifth Cause of Action

1. Waiting time penalty
2. Other relief the court deems proper

Sixth Cause of Action

1. Reimbursement of costs
2. Attorney's fees
3. Other relief the court deems proper

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Seventh Cause of Action

- 1. Restitution
- 2. Attorney’s fees and costs
- 3. Other relief the court deems proper

Eighth Cause of Action

- 1. Civil Penalties pursuant to Labor Code section 558
- 2. Civil Penalties Pursuant to Labor Code section 1197.1
- 3. Civil Penalties pursuant to Labor Code section 226.3
- 4. Civil Penalties pursuant to Labor Code section 210
- 5. Civil Penalties pursuant to Labor Code section 226.8
- 6. Civil Penalties pursuant to Labor Code section 248.5
- 7. Civil Penalties pursuant to Labor Code section 2699 subdivision (f)
- 8. Attorney fees pursuant to Labor Code section 2699 subdivision (g)
- 9. Other relief the court deems proper

Ninth Cause of Action

- 1. Compensatory damages
- 2. General damages
- 3. Attorney’s fees, costs, and interest
- 4. Other relief the court deems proper

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Tenth Cause of Action

- 1 1. Compensatory and General Damages
2 2. \$10,000 civil penalty
3 3. Attorney fees, costs, and interest
4 4. Other relief the court deems proper
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6 Date: March 16, 2022
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DONABEDIAN LAW, APC

Sam Donabedian

Sam A. Donabedian, Esq.

Adam H. Donabedian, Esq.

Attorney for Plaintiffs

Jessica Ornel and other Aggrieved Employees

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