

MESSRELIAN LAW INC.
Harout Messrelian, Esq., SB# 272020
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983
Email: hm@messrelianlaw.com

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Attorneys for Plaintiff Stacy Nieroda

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

STACY NIERODA,

Plaintiff,

vs.

THE CADEN COMPANIES, LLC; PROOF
COMPANY, LLC; and DOES 1 to 25,
inclusive,

Defendants.

CASE NO.: 23STCV10123

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) **FAILURE TO GIVE REST BREAKS;**
- 8) **FAILURE TO GIVE MEAL BREAKS**
- 9) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 10) **FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 11) **FAILURE TO PROVIDE PAY RECORDS;**
- 12) **DISCRIMINATION ON THE BASIS OF PHYSICAL DISABILITY IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT ("FEHA");**
- 13) **FAILURE TO ACCOMMODATE PHYSICAL DISABILITY IN**

) VIOLATION OF FEHA;
) 14) FAILURE TO ENGAGE IN
) INTERACTIVE PROCESS TO
) DETERMINE REASONABLE
) ACCOMMODATION IN
) VIOLATION OF FEHA;
) 15) RETALIATION IN VIOLATION OF
) FEHA;
) 16) FAILURE TO PREVENT
) DISCRIMINATION AND
) RETALIATION IN VIOLATION OF
) FEHA;
) 17) WRONGFUL CONSTRUCTIVE
) DISCHARGE IN VIOLATION OF
) PUBLIC POLICY;
) 18) VIOLATION OF CALIFORNIA
) BUSINESS AND PROFESSIONS
) CODE SECTION 17200.

) DEMAND FOR JURY TRIAL
)
)
)
)
)

COMES NOW Plaintiff, STACY NIERODA (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants THE CADEN COMPANIES, LLC; PROOF COMPANY, LLC and DOES 1 to 25, inclusive, do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles 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 Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant THE CADEN COMPANIES, LLC is a California Corporation, doing business in Los Angeles

1 County, California, and which employed Plaintiff.

2 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
3 PROOF COMPANY, LLC. is a California Corporation, doing business in Los Angeles
4 County, California, and which also employed Plaintiff. Plaintiff is informed and believes that
5 at all times herein mentioned, CADEN COMPANIES, LLC and PROOF COMPANY, LLC
6 are considered joint employers under California law in that they both controlled the hours,
7 wages, and working conditions of Plaintiff. Moreover, they would also be considered an
8 “Integrated Enterprise” in that the following are present: (1) interrelation of operations; (2)
9 common management; (3) centralized control of labor relations; and (4) common ownership or
10 financial control. CADEN COMPANIES, LLC and PROOF COMPANY, LLC are
11 collectively referred to herein as “CADEN COMPANIES” or “Defendant(s)”.

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

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

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FACTUAL BACKGROUND

7. Plaintiff started working for CADEN COMPANIES on or around 2018 or 2019. At all times during her employment with CADEN COMPANIES, Plaintiff was classified as an hourly, non-exempt employee and earned \$31.25 per hour as her latest rate of pay. Plaintiff's employment with CADEN COMPANIES ended on or around September 2021 when she was forced to quit her employment.

8. It is Plaintiff's position that CADEN COMPANIES has violated numerous California Labor Code Sections against Plaintiff.

9. CADEN COMPANIES did not provide Plaintiff with the minimum wages to which she was entitled for work performed "off the clock" and as such did compensate Plaintiff for all hours worked, pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because Plaintiff would have to clock out for meal breaks, but those breaks would at times be interrupted due to work obligations. Moreover, CADEN COMPANIES had a policy of disproportionately rounding down hours worked to the detriment of Plaintiff, in that Plaintiff was not paid for all hours worked, including the minimum wages. Furthermore, Plaintiff would at times work "off the clock" and while clocked out due to the very heavy workload (which she complained about to management) and in order to make deadlines. Her "off the clock" work also included checking company emails. As such, CADEN COMPANIES violated Labor Code § 1194 and 1194.2 because it failed to pay Plaintiff California's statutory minimum wage and wages for all hours worked and failed to compensate Plaintiff for all hours worked.

10. Since CADEN COMPANIES failed to pay Plaintiff for all hours worked as alleged above, CADEN COMPANIES also violated Labor Code §510 because it failed to pay Plaintiff overtime, even though she worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout her employment. Plaintiff's actual work hours, including the above mentioned "off the clock" work entitled her to overtime compensation and to the correct amount of overtime compensation under the law, including all forms of pay that need to be included in the regular rate of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus or incentive payments that may have been paid to employees were not factored into the regular rate of pay for purposes of deciphering the correct overtime rate of pay.

1 11. CADEN COMPANIES also violated Labor Code § 226.7 and the appropriate Industrial
2 Welfare Commission Wage Order no. 1/7 because it failed to provide Plaintiff with 10-minute
3 rest periods for every four hours of work, or majority portion thereof, throughout her
4 employment. CADEN COMPANIES did not completely relieve Plaintiff of all duty during said
5 rest periods. CADEN COMPANIES did not pay to Plaintiff one additional hour of pay at
6 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
7 was not provided. It was not company policy and not part of the company culture for employees
8 such as Plaintiff to take consistent rest breaks. The nature of Plaintiff's work and the heavy
9 workload as alluded to above did not lend itself to a 10-minute uninterrupted rest break wherein
10 Plaintiff was relieved of all work duties. It was the normal practice and custom of CADEN
11 COMPANIES not to authorize, permit, and enforce statutory rest periods.

12 12. CADEN COMPANIES also violated Labor Code §§ 512 and 226.7 along with Industrial
13 Welfare Commission Wage Order no. 1/7 because it failed to provide Plaintiff the requisite 30-
14 minute, uninterrupted meal periods for every five (5) hours of work throughout her employment.
15 CADEN COMPANIES did not completely relieve Plaintiff of all duty during said meal periods.
16 CADEN COMPANIES did not pay to Plaintiff one additional hour of pay at Plaintiff's regular
17 rate of compensation for each workday that one or more statutory meal periods was not provided.
18 Plaintiff and other aggrieved employees would not always receive, timely, uninterrupted meal
19 periods. Additionally, there was no second meal break provided. As such, and just like for rest
20 breaks, it was company culture and company policy for Plaintiff to not always receive a timely
21 thirty-minute uninterrupted meal period wherein she was relieved of all work-related duties.

22 13. Furthermore, during the relevant time period and due to the above-mentioned violations,
23 CADEN COMPANIES failed to pay Plaintiff all wages due to them within any time period
24 specified by California Labor Code section 204. CADEN COMPANIES was also in violation of
25 California Labor Code section 226(a), by failing to include pertinent information on the wage
26 statements, including but not limited to, all hours worked (regular and overtime), all applicable
27 hourly rates, gross wages earned, net wages earned, the correct start and end of the pay periods,
28 the correct identifying information for the employee, the correct name and address of the legal
employer, business expense reimbursement, and premium pay for the missed meal and rest

1 breaks, among others. As such, CADEN COMPANIES did not provide Plaintiff with complete,
2 accurate itemized wage statements.

3 14. CADEN COMPANIES also violated Labor Code § 203 because it willfully failed to pay
4 Plaintiff earned and due wages upon separation of employment, either immediately upon
5 involuntary termination, or within 72 hours of resignation. After Plaintiff's employment with
6 CADEN COMPANIES ended, CADEN COMPANIES failed and refused to pay all wages
7 earned and due immediately upon separation. These earned but unpaid wages include minimum
8 wages, overtime, premium pay for missed meal and rest breaks, and business expense
9 reimbursement, among others.

10 15. Additionally, during the relevant time period, Plaintiff incurred necessary, business-
11 related expenses and costs that were not reimbursed by CADEN COMPANIES. These costs
12 include, but are not limited to, use of personal cell phones for work purposes as well as use of
13 home computers/laptops and internet for work purposes since Plaintiff worked remotely. Despite
14 the latter, Plaintiff received only \$50.00 in reimbursement per month, which was an arbitrary
15 amount that did not take into account the realities of the business expenses accrued for each
16 month. Accordingly, CADEN COMPANIES was in violation of California Labor Code sections
17 2800 and 2802.

18 16. Furthermore, Plaintiff had a physical disability (digestive) as well as mental disabilities.
19 CADEN COMPANIES was unequivocally aware of Plaintiff's disabilities. In fact, Plaintiff was
20 on state disability from June 4, 2021 through August 15, 2021. When Plaintiff went back to
21 work, she requested that her work hours be cut down to 30 hours per week as a form of
22 accommodation due to her disabilities. In response, Defendants retaliated against Plaintiff,
23 stating that she would be going on a "Corrective Action" and needed to go into the office and in-
24 person (despite the fact that the company had a covid-19 outbreak already at the office in or
25 around December 2020). The company failed to engage in the interactive process and failed to
26 accommodate Plaintiff's request. Instead, and by retaliating against Plaintiff by now putting her
27 on "Corrective Action" and forcing her to physically appear in the office, Plaintiff was forced to
28 quit her employment on or around September 24, 2021 as the company's actions had taken a toll
on Plaintiff and had exacerbated her physical and mental disabilities.

1 17. In addition, during a call that Plaintiff had with Jodi Caden, one of CADEN
2 COMPANIES' owners, related to Plaintiff's doctor's appointments for her disabilities, Jodi
3 Caden assertively challenged the purpose of Plaintiff's call and whether it was about Plaintiff
4 being "sick" even though the entire purpose of the call was for Plaintiff to be able to manage her
5 workload and doctor's appointments. The latter, in a nutshell, was Defendants' attitude towards
6 Plaintiff, her disabilities, and her doctor's appointments. In fact, Warren Friedman sent a note to
7 the company's PEO (professional employer organization) stating that the company allegedly had
8 no knowledge of Plaintiff's alleged disabilities.

9 18. Moreover, it is important to note that Plaintiff's Wi-Fi internet had been disconnected
10 by her landlord and Plaintiff had relayed this to Defendants. Finally, after her forced termination,
11 the company continued to harass Plaintiff by cancelling her health insurance (which was the
12 same exact ID number as her COBRA) and causing a gap in insurance wherein Plaintiff could
13 not get immediate help for her physical and mental disabilities. The company also filled out
14 Plaintiff's supplemental disability incorrectly causing a delay in her benefits. In fact, the
15 company provided an incorrect date to the California State Disability employee
16 Alfonso Florence as to Plaintiff's return to work date, which has caused yet another delay
(resulting in more financial hardship) in an attempt to further harass Plaintiff.

17 19. Pursuant to California Government Code section 12960, Plaintiff has exhausted her
18 administrative remedies. Plaintiff filed a complaint with the Department of Fair Employment
19 and Housing ("DFEH"), alleging Cause of Actions in this Complaint. The DFEH immediately
20 issued to Plaintiff a right to sue letter.

21 **FIRST CAUSE OF ACTION**

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

23 **(California Industrial Welfare Commission Order 1/7-2001, California Code of
24 Regulations Title 8 Section 11010/11070, and California Labor Code Section 1198)**

25 **(Plaintiff against all named Defendants and all DOE Defendants)**

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

28 21. At all times relevant herein, Defendants were required to compensate their employees

1 for all hours worked upon reporting for work at the appointed time stated by the employer
2 pursuant to Industrial Welfare Commission Order 1/7-2001, California Code of Regulations,
3 Title 8, Section 11010/11070.

4 22. For the three (3) years preceding filing of this action, Defendants failed to compensate
5 Plaintiff for all hours worked.

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

9 24. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
10 an amount according to proof at the time of trial.

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

15 26. Under this Cause of Action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
17 amount known to Plaintiff once she has obtained all of her payroll records from
18 Defendants.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

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

22 **(Plaintiff against all named Defendants and all DOE Defendants)**

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

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

1 29. Pursuant to IWC Wage Order no. 1/7-2001, subdivision 2(G), at all relevant time,
2 “hours worked” included “the time during which an employee is subject to the control of an
3 employer, and includes all the time the employee is suffered or permitted to work, whether or
4 or not required to do so...”

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

10 31. 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 32. For all hours worked by Plaintiff for which she 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 33. 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 the time of trial.

22 **THIRD CAUSE OF ACTION**

23 **FAILURE TO PAY OVERTIME**

24 **(California Industrial Welfare Commission Order 1/7-2001, California Code of
25 Regulations Title 8 Section 11010/11070; California Labor Code Section 510)**

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

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

35. Pursuant to Industrial Welfare Commission Order No. 1/7-2001, Cal. Code of

1 Regs., Title 8, Section 11010/11070, for the period of Plaintiff's employment, Defendants were
2 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
3 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
4 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
5 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
6 week.

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

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

12 38. Plaintiff was entitled to the above overtime premiums.

13 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
14 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
15 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
16 twelve (12) in a day.

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

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

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

23 43. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
24 amount according to proof at the time of trial.

25 44. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
26 Regulations, Title 8, Sections 11010/11070, Plaintiff is entitled to recover damages for the
27 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
28 reasonable attorney's fees and costs of suit.

45. Under this Cause of Action, Plaintiff prays for penalties due under the statutes alleged

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

3 **FOURTH CAUSE OF ACTION**

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

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

6 **(Plaintiff against all named Defendants and all DOE Defendants)**

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

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

11 48. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
12 that accurately reflected all information required by Labor Code Section 226, including but not
13 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
14 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
15 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
16 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
California Labor Code Section 226(a).

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

24 50. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
25 sustained damages, including loss of earnings, in an amount to be established at the time of trial.
26 As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
27 Plaintiff is entitled to recover penalties, in an amount to be established at the time of trial, as well
28 as costs and attorney's fees pursuant to statute.

1 51. Under this Cause of Action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 the time of trial.

4 **FIFTH CAUSE OF ACTION**

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

6 **(California Labor Code Sections 201, 203)**

7 **(Plaintiff against all named Defendants and all DOE Defendants)**

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

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

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

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

20 56. After Plaintiff's employment with Defendants ended and after Plaintiff was
21 constructively terminated from her employment, Defendants willfully refused and continue to
22 refuse to pay her unpaid wages as required by Labor Code Section 203.

23 57. Under this Cause of Action, Plaintiff prays for penalties due under the statutes alleged
24 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
25 the time of trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
26 immediately preceding the filing of this Complaint.

27 58. Under this Cause of Action, Plaintiff also prays for attorney's fees and costs under
28 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.

1 59. Under this Cause of Action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 the time of trial.

4 **SIXTH CAUSE OF ACTION**

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

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

7 **(Plaintiff against all named Defendants and all DOE Defendants)**

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

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

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

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

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

22 65. Under this Cause of Action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 the time of trial.

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO GIVE REST BREAKS**

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

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

1 paragraphs 1 through 65, inclusive, of this Complaint as though fully set forth herein.

2 67. Plaintiff brings this Cause of Action under the following laws, for the following reasons:

- 3 a. Title 8 of the California Code of Regulations Sections 11010/11070(12)(A), which
4 provides that every employer shall authorize and permit all employees to take rest
5 periods, which insofar as practicable shall be in the middle of each work period. The
6 authorized rest period time shall be based on the total hours worked daily at the rate
7 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 8 b. Title 8 of the California Code of Regulations Sections 11010/11070(12)(B), which
9 provides that if an employer fails to provide an employee a rest period in accordance
10 with the applicable provisions of this order, the employer shall pay the employee one
11 (1) hour of pay at employee's regular rate of compensation for each workday that the
12 rest period is not provided;
- 13 c. Title 8 of the California Code of Regulations sections 11010/11070(20)(A), which
14 penalizes the employer \$50.00 for each initial violation, per employee, of any
15 provision of the Wage Order, and \$100.00 for each additional violation thereafter per
16 employee; and
- 17 d. California Labor Code section 226.7, which states that (a) no employer shall require
18 any employee to work during any rest period mandated by an applicable order of the
19 Industrial Welfare Commission, and (b) if an employer fails to provide an employee
20 a rest period in accordance with an applicable order of the Industrial Welfare
21 Commission, the employer shall pay the employee one (1) additional hour of pay at
22 employee's regular rate of compensation for each work day that the rest period is not
23 provided.

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

26 69. Under this Cause of Action, Plaintiff prays for wages due to her under the statutes,
27 regulations, and wage orders alleged in this Cause of Action along with any allowable interest,
28 penalties, attorney's fees and costs according to proof at the time of trial. Specifically, Plaintiff

1 prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this
2 Complaint.

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

5 71. 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 the time of trial.

8 **EIGHTH CAUSE OF ACTION**

9 **FAILURE TO GIVE MEAL BREAKS**

10 **(Plaintiff against all named Defendants and all DOE Defendants)**

11 72. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 71, inclusive, of this Complaint as though fully set forth herein.

13 73. Plaintiff brings this Cause of Action under the following laws, for the following reasons:

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

- d. California Industrial Welfare Commission Wage Order Nos. 1/7 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section 11010/11070, which requires an employer to maintain records documenting its employees' meal periods;
- e. California Industrial Welfare Commission wage order Nos. 1/7 Section 20(A), as codified under California Code of Regulations Section 11010/11070 , which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 1/7) as enforceable law.

74. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order Nos. 1/7, as codified under California Code of Regulations Sections 11010/11070 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11010/11070 requires that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

75. 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 the time of trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this Complaint.

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

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

6 **NINTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

9 78. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.

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

14 80. Beginning at least 3 years prior to the filing of this Complaint, in order to
15 discharge her duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the
16 course of completing her job duties, which were not reimbursed by Defendants. These costs
17 include, but are not limited to, use of personal cell phones for work purposes as well as use of
18 home computers/laptops and internet for work purposes since Plaintiff worked remotely. Despite
19 the latter, Plaintiff received only \$50.00 in reimbursement per month, which was an arbitrary
20 amount that did not take into account the realities of the business expenses accrued for each
21 month.

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

24 **TENTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE PERSONNEL RECORDS**

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

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

83. Labor Code section 1198.5 dictates "every current and former employee, or his or her

1 representative, has the right to inspect and receive a copy of the personnel records that the
2 employer maintains relating to the employee's performance or to any grievance concerning the
3 employee."

4 84. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer
5 shall make the contents of those personnel records available for inspection to the current or
6 former employee, or his or her representative, at reasonable intervals and at reasonable
7 times..." On information and belief, Defendants intentionally failed to provide Plaintiff with
8 personnel records when requested by Plaintiff via letter on November 19, 2021, as required by
9 law. Plaintiff requested her personnel records in accordance with California Labor Code
10 section 1198.5(k) on November 19, 2021, via U.S. certified mail, return receipt requested.

11 85. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
12 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
13 suffered and continues to suffer substantial losses related to Defendants' failure to provide
14 personnel records.

15 86. Plaintiff seeks all available remedies for Defendants' violations including, but not
16 limited penalties, and costs to the extent permitted by law and according to proof at the time
17 of trial. Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against
18 Defendants in the amount of \$750.00, along with costs and attorney's fees.

19 **ELEVENTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE PAY RECORDS**

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

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

24 88. Labor Code section 226 sub-section (b) dictates "an employer...shall afford current and
25 former employees the right to inspect or copy records pertaining to their employment, upon
26 reasonable request to the employer..."

27 89. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who
28 receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining
to a current or former employee shall comply with the request as soon as practicable, but no later

1 than 21 calendar days from the date of the request.” On information and belief, Defendants
2 intentionally failed to provide Plaintiff with pay records when requested by Plaintiff via certified
3 letter, return receipt requested, on November 19, 2021, and as required by law. Plaintiff
4 requested her pay records in accordance with California Labor Code section 226 on November
5 19, 2021, via certified mail. Defendant failed to provide Plaintiff with an opportunity to inspect
6 or copy her pay records within 21 days.

7 90. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and
8 continues to suffer substantial losses related to Defendants’ failure to provide pay records.
9 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
10 amount of \$750.00, along with costs and attorney’s fees.

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

14 **TWELFTH CAUSE OF ACTION**

15 **DISCRIMINATION ON THE BASIS OF PHYSICAL DISABILITY**

16 **IN VIOLATION OF FEHA**

17 **(Plaintiff against all named Defendants and all DOE Defendants)**

18 92. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 91, inclusive, of this Complaint as though fully set forth herein.

20 93. Defendants and DOES 1 to 25, inclusive, are covered employers under California’s
21 Fair Employment and Housing Act.

22 94. California Government Code section 12926(m) has established a “broad definition” of
23 physical disability: disability protections under the Fair Employment and Housing Act
24 (“FEHA”) even extend to “perceived” physical disabilities. *Id.* Under the law of this state,
25 “working” is a major life activity. *See* section 12926.1(c).

26 95. Plaintiff’s digestive and mental disabilities, which were debilitating, and which limited
27 a major life activity, qualify as disabilities under FEHA, and Plaintiff was entitled to its
28 protection.

96. Defendants knew of Plaintiff’s disabilities and violated California Government Code

1 section 12940 et. seq. by discriminating against Plaintiff on the basis of her disability.

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

8 98. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and
9 each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression
10 and was authorized, ratified, and carried on with a conscious and willful disregard of their
11 workers' right to work in an environment in which personnel decisions and company policies
12 are made without regard to physical disability, so as to justify the imposition of punitive damages
13 to punish and set an example of said Defendants.

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

18 **THIRTEENTH CAUSE OF ACTION**

19 **FAILURE TO ACCOMMODATE PHYSICAL DISABILITY IN VIOLATION OF** 20 **FEHA**

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

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

24 101. California Government Code section 12940(p) provides that it is unlawful for an
25 employer to fail to make reasonable accommodation for the known physical disability of an
26 employee.

27 102. Defendants failed to make reasonable accommodation of Plaintiff's physical
28 disabilities of which Defendants were unequivocally aware.

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

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

6 104. The foregoing conduct engaged in by 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 receive
9 reasonable accommodations, so as to justify the imposition of punitive damages to punish and
10 set an example of said Defendants.

11 105. As a proximate result of the foregoing conduct, which violated the provisions of
12 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
13 fees and costs in the prosecution of this Cause of Action, in an amount to be proven at the time
14 of the
15 trial.

16 **FOURTEENTH CAUSE OF ACTION**

17 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS IN VIOLATION OF FEHA**

18 **(Plaintiff against all named Defendants and all DOE Defendants)**

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

21 107. California Government Code section 12940(n) provides that it is unlawful for an
22 employer to fail to engage in a timely, good faith, interactive process with an employee to
23 determine effective accommodations for that employee's physical disability.

24 108. Defendants failed to engage in a timely, good faith, interactive process with
25 Plaintiff to determine effective reasonable accommodations for Plaintiff's known physical
26 disabilities.

27 109. As a direct and proximate result of the aforementioned acts and omissions of
28 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

1 compensatory damages (past and future), mental pain and anguish and emotional distress (past
2 and future), and will continue to suffer in the future, in an amount to be proved at the time of
3 trial.

4 110. The foregoing conduct engaged in by Defendants and each of their directors,
5 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
6 ratified, and carried on with a conscious and willful disregard of their workers' right to engage
7 in the interactive process and receive reasonable accommodations, so as to justify the imposition
8 of punitive damages to punish and set an example of said Defendants.

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

13 **FIFTEENTH CAUSE OF ACTION**

14 **RETALIATION IN VIOLATION OF FEHA**

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

16 112. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 111, inclusive, of this Complaint as though fully set forth herein.

18 113. At all times herein mentioned, Government Code section 12940 et. seq. was in
19 full force and effect and was binding upon Defendants and each of them. Said statute imposes
20 certain duties upon Defendants concerning discrimination and retaliation against persons, such
21 as Plaintiff, on the basis of physical disability or on the basis of Plaintiff requesting time off of
22 work/missing time from work in order to manage her work load and doctor's appointments due
23 to her physical disabilities. Said statutes were intended to prevent the type of injury and damage
24 set forth herein. Plaintiff was, at all times herein mentioned, a member of the class of persons
25 intended to be protected by said statutes. As alleged above, Plaintiff was retaliated against and
26 was forced to quit her job a result of her physical disabilities and being forced to miss work as a
27 result of her physical disabilities.

28 114. As a direct and proximate result of Defendants' conduct, Plaintiff has been

1 harmed in that Plaintiff has suffered the loss of wages, salary, and benefits, among other things.
2 As a result, Plaintiff has suffered such damages in an amount according to proof.

3 115. As a further direct and proximate result of the conduct of Defendants, and each
4 of them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish and
5 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
6 such damages in an amount according to proof.

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

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

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

25 **SIXTEENTH CAUSE OF ACTION**

26 **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION**

27 **OF FEHA**

28 **(Plaintiff against all named Defendants and all DOE Defendants)**

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

1 paragraphs 1 through 118, inclusive, of this Complaint as though fully set forth herein.

2 120. At all times herein mentioned, FEHA, California Government Code section
3 12940(k), was in full force and effect and was binding on Defendants. This statute states that it
4 is an unlawful employment practice in California for an employer to “fail to take all reasonable
5 steps necessary to prevent discrimination and harassment from occurring.”

6 121. During the course of Plaintiff’s employment, Defendants failed to prevent their
7 employees, including management, from engaging in intentional actions that resulted in Plaintiff
8 being treated less favorably and eventually being constructively terminated because of Plaintiff’s
9 protected status (i.e. her physical disabilities). During the course of Plaintiff’s employment,
10 Defendants failed to prevent their employees from engaging in unjustified employment practices
11 against employees in such protected classes. During the course of Plaintiff’s employment,
12 Defendants failed to prevent a pattern and practice by its employees of intentional discrimination
13 and retaliation on the basis of physical disability, and/or other protected status and/or protected
14 activity.

15 122. Plaintiff believes and, on that basis, alleges that her physical disabilities and
16 other protected status and/or protected activity in informing her employer about her disabilities
17 was a substantial motivating factor in Defendants’ employees’ discriminating against her and
18 retaliating against her.

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

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

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

3 125. 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 Cause of Action, in an amount to be proven at the time
6 of trial.

7 **SEVENTEENTH CAUSE OF ACTION**
8 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC**
9 **POLICY**

10 **(Plaintiff against all named Defendants and all DOE Defendants)**

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

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

15 128. Plaintiff is informed and believes and thereon alleges that Defendants' decision
16 to discriminate against her and retaliate against her, as alleged herein, was motivated by
17 Plaintiff's physical disabilities and Plaintiff having to miss work/manage her workload due to
18 her disabilities. Plaintiff is further informed and believes and thereon alleges that any other
19 reasons proffered by Defendants were and are pretextual in nature. Defendants intentionally
20 created the aforementioned discrimination and retaliation and failed to reasonably accommodate
21 Plaintiff's physical disabilities, thereby not giving Plaintiff an opportunity to work in an
22 environment free of discrimination and retaliation.

23 129. The employment of Plaintiff was constructively wrongfully terminated in or
24 around September of 2021 in violation of the fundamental public policy of the State of California
25 with respect to discriminating against an employee on account of her physical disability. Plaintiff
26 was forced to hire an attorney to assist her to end these illegal activities. Said conduct violated
27 statutory and constitutional expressions of public policy including, but not limited to, California
28 Government Code sections 12940 et seq., and the California Constitution, Article 1 section 8.

130. As set forth above, said actions by Defendants were wrongful and in violation

1 of the fundamental principles of the public policy of the State of California as reflected in its
2 laws, objectives and policies. Said statutes and constitutional expressions of public policy
3 include, but are not limited to, California Government Code sections 12940 et seq., and the
4 California Constitution, Article 1 section 8. These laws inure to the benefit of the public at large,
5 and not just the private interests of the employers and employees whom they govern or protect.

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

12 132. The foregoing conduct engaged in by Defendants and each of their directors,
13 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
14 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
15 an environment free of discrimination and retaliation based on physical disability and where
16 workers receive reasonable accommodations for their physical disabilities, and where workers
17 do not get retaliated against due to issues related to their physical disabilities, so as to justify the
18 imposition of punitive damages to punish and set an example of said Defendants.

19 **EIGHTEENTH CAUSE OF ACTION**

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

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

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

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

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

28 135. Defendants' violations of California labor laws and the Labor Code constitutes
a business practice because it was done repeatedly over a significant period of time in a

1 systematic manner that was detrimental to Plaintiff and others.

2 136. California Business and Professions Code section 17200 et seq. prohibits unfair
3 business practices by employers including, but not limited to, widespread violations of
4 California laws as well as discriminating and retaliating against employees due to a physical
5 disability.

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

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

17 139. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
18 multiple damages as specifically provided in California Business and Professions Code section
19 17200 et seq.

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

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

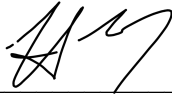
- 25 1. For compensatory damages including lost past wages, regular wages, overtime, and all
26 other sums of money, together with interest on said amounts, and any other economic
27 injury to Plaintiff, according to proof;
- 28 2. For general damages, according to proof;
3. For special, liquidated, 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 the time of trial;
5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at the time of trial;
6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at the time of trial;
7. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount subject to proof at the time of trial;
8. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
9. 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;
10. 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;
11. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint;
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 the imposition of civil penalties and/or statutory penalties;
14. For all interest as allowed by law;
15. For all costs and disbursements incurred in this suit;
16. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Government Code Section 12940 et seq, commonly known as FEHA and the California Labor Code and/or other applicable laws;
17. For an award of punitive and exemplary damages against Defendants according to proof; and

1 18. For such other and further relief as the Court may deem proper.

2
3 DATED: May 4, 2023

MESSRELIAN LAW INC.

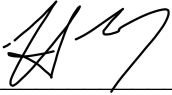
4 By 
5 Harout Messrelian, Esq.
6 Attorneys for Plaintiff Stacy Nieroda

7
8 **DEMAND FOR JURY TRIAL**

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

10
11 DATED: May 4, 2023

MESSRELIAN LAW, INC.

12 By 
13 Harout Messrelian, Esq.
14 Attorneys for Plaintiff Stacy Nieroda
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