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

TRACY DAVIS,

Plaintiff,

vs.

WESTLAKE RISK & INSURANCE  
 SERVICES, INC.; WESTLAKE RISK &  
 INSURANCE SERVICES, LLC; STEVEN  
 STANFIELD; and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: 22STCV02145

) **COMPLAINT FOR DAMAGES FOR:**

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) **VIOLATION OF LABOR CODE SECTION 558;**
- 8) **FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) **FAILURE TO GIVE REST BREAKS;**
- 10) **FAILURE TO GIVE MEAL BREAKS**
- 11) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 12) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 13) **FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 14) **FAILURE TO PROVIDE PAY RECORDS;**
- 15) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

**DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, TRACY DAVIS (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 WESTLAKE RISK & INSURANCE SERVICES, INC., WESTLAKE RISK & INSURANCE SERVICES, LLC, STEVEN STANFIELD 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.

2. Plaintiff's damages sought herein exceed \$25,000.

3. Plaintiff is a female resident of the County of Los Angeles, State of California.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant WESTLAKE RISK & INSURANCE SERVICES, INC. is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

5. Plaintiff is informed and believes that at all times herein mentioned, Defendant WESTLAKE RISK & INSURANCE SERVICES, LLC is and was a California limited liability company, doing business in Los Angeles County, California, and which employed Plaintiff.

6. Plaintiff is informed and believes that at all times herein mentioned, Defendant STEVEN STANFIELD is a male resident of the County of Los Angeles, State of California, and the owner, corporate officer, or managing agent/director of WESTLAKE RISK & INSURANCE SERVICES, INC. and WESTLAKE RISK & INSURANCE SERVICES, LLC. Plaintiff is informed and believes and thereon alleges that STEVEN STANFIELD managed, was directly involved in the day-to-day operations of WESTLAKE RISK & INSURANCE SERVICES, INC. and WESTLAKE RISK & INSURANCE SERVICES, LLC and personally controlled the hours, wages, and/or working conditions of the employees, including Plaintiff and other similarly situated aggrieved employees. As such, STEVEN STANFIELD is being included in this lawsuit pursuant to Labor Code Section 558.1. WESTLAKE RISK & INSURANCE SERVICES, INC.,

1 WESTLAKE RISK & INSURANCE SERVICES, LLC, and STEVEN STANFIELD, are  
2 hereinafter collectively referred to as “Defendants”, “or “WESTLAKE”.

3 7. 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 responsible  
7 for the conduct alleged herein. Upon discovering the true names and capacities of these  
8 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and  
9 capacities of these fictitiously named defendants.

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

#### 14 **GENERAL ALLEGATIONS**

15 9. Plaintiff started working for WESTLAKE approximately 8 years ago. During her tenure,  
16 Plaintiff was classified as an hourly, non-exempt employee.

17 10. Plaintiff’s employment ended on or around September 30, 2021, when she was  
18 wrongfully terminated for allegedly being a “no call, no show” when Plaintiff did in fact call in  
19 on the days that she missed work.

20 11. It is Plaintiff’s position that WESTLAKE has violated numerous California Labor  
21 Code Sections against Plaintiff and other similarly situated aggrieved employees, including all  
22 hourly, non-exempt employees who worked for WESTLAKE at any of their California locations.

23 12. WESTLAKE did not provide Plaintiff and other similarly situated aggrieved employees  
24 with the minimum wages to which they were entitled for all work performed and as such did not  
25 compensate Plaintiff and others for all hours worked at the minimum wage rate pursuant to  
26 California Labor Code sections 1194, 1197 and 1197.1. This is so because the company had a  
27 policy of rounding down employee hours to the detriment of the employees, which resulted in  
28 employees such as Plaintiff not being paid for all hours worked, including the minimum wage.

1 Moreover, Plaintiff worked through her meal periods while “off the clock” and was not  
2 compensated for that time. As such, WESTLAKE would have violated California’s minimum  
3 wage laws. Moreover, Plaintiff would draft work emails from home, would receive calls at night  
4 and after work hours, and would have to review emails at night in preparation for the next day.  
5 Despite the latter “off the clock” work, Plaintiff was not compensated for any of those hours and  
6 as such did not receive the requisite minimum wage for all hours worked in contravention of  
7 California law.

8 13. In addition, due to the “off the clock” violations, including the time shaving/rounding,  
9 WESTLAKE also violated Labor Code §510 because it failed to pay Plaintiff and other similarly  
10 situated aggrieved employees the correct amount of overtime, even though they worked more  
11 than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment.  
12 Furthermore, WESTLAKE did not include bonuses and other forms of additional compensation,  
13 including incentive pay, in calculating the correct regular rate of pay for purposes of then  
14 calculating the correct overtime rate of pay.

15 14. WESTLAKE violated Labor Code § 226.7 and the applicable Industrial Welfare  
16 Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly situated  
17 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion  
18 thereof, throughout their employment. WESTLAKE did not completely relieve Plaintiff of all  
19 duty during said rest periods. WESTLAKE did not pay to Plaintiff one additional hour of pay  
20 at Plaintiff’s regular rate of compensation for each workday that one or more statutory rest  
21 periods was not provided. It was not part of the company policy and culture for employees such  
22 as Plaintiff and others to take timely, statutory rest breaks. The latter had to do with Plaintiff’s  
23 workload and the fact that she simply did not have the opportunity to take timely, uninterrupted  
24 10-minute rest periods wherein she was relieved of all work duties. Rest breaks were not  
25 enforced at WESTLAKE.

26 15. WESTLAKE violated Labor Code §§ 512 and 226.7 and the applicable Industrial  
27 Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly  
28 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five  
(5) hours of work (and before the fifth hour) throughout their employment, and Plaintiff did not

1 validly waive said meal periods. WESTLAKE did not completely relieve Plaintiffs of all duties  
2 during said meal periods. WESTLAKE did not pay to Plaintiff one additional hour of pay at  
3 Plaintiff's regular rate of compensation for each workday that one or more statutory meal periods  
4 was not provided. Like the rest breaks, receiving a timely, thirty-minute uninterrupted meal break  
5 was not part of the company culture and was not enforced by WESTLAKE. It was the normal  
6 practice and custom of WESTLAKE not to authorize, permit, and enforce timely statutory meal  
7 periods. There were certainly occasions wherein Plaintiff would be attempting to eat lunch at her  
8 desk wherein she would be interrupted by work obligations and questions.

9 16. Furthermore, during the relevant time period, and due to the above labor code violations,  
10 WESTLAKE failed to pay Plaintiff and other similarly situated aggrieved employees all wages  
11 due to them within any time period specified by California Labor Code section 204.  
12 WESTLAKE was also in violation of California Labor Code section 226(a) by failing to include  
13 pertinent information on the wage statements, including but not limited to, all hourly rates, all  
14 hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages  
15 earned, premium pay for missed/late/short meal and rest breaks, all deductions, the correct start  
16 and end of the pay period, all employee identifying information, the correct name and address of  
17 the legal employer, and reimbursement for business expenses, among others. As such,  
18 WESTLAKE did not provide Plaintiff and other similarly situated aggrieved employees with  
19 complete, accurate itemized wage statements.

20 17. WESTLAKE violated Labor Code § 203 because it willfully failed to pay Plaintiff  
21 and other similarly situated aggrieved employees earned and due wages upon separation of  
22 employment, either immediately upon involuntary termination, or within 72 hours of resignation.  
23 These earned but unpaid wages include the unpaid minimum wages/compensation for all hours  
24 worked, overtime, premium pay for missed/late/short meal and rest breaks, and business expense  
25 reimbursement, among others.

26 18. During the relevant time period, WESTLAKE also failed to keep accurate and  
27 complete payroll records showing the correct wages paid to Plaintiff and other aggrieved  
28 employees pursuant to California Labor Code sections 1174(d).

19. Additionally, during the relevant time period, Plaintiff and others incurred necessary,

1 business-related expenses and costs that were not reimbursed by WESTLAKE. These costs  
2 include, but are not limited to, the use of personal cell phones for work purposes as well as  
3 personal laptops for work purposes. Accordingly, WESTLAKE was in violation of California  
4 Labor Code sections 2800 and 2802.

5 20. Furthermore, WESTLAKE violated the applicable Industrial Welfare Commission Wage  
6 Order (Wage Order 4, Section 14(b)) in that there was no proper suitable seating/break area for  
7 employees.

8 **FIRST CAUSE OF ACTION**

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

10 **(California Industrial Welfare Commission Order 4-2001, California Code of  
11 Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

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

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

15 22. At all times relevant herein, Defendants were required to compensate their employees  
16 for all hours worked upon reporting for work at the appointed time stated by the employer  
17 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,  
18 Title 8, Section 11040.

19 23. For the three (3) years preceding filing of this action, Defendants failed to compensate  
20 Plaintiff for all hours worked.

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

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

27 26. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and  
28 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is  
entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus

1 reasonable attorney's fees and costs of suit.

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

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

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

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

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

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

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

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

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME**

11 **(California Industrial Welfare Commission Order 4-2001, California Code of  
12 Regulations Title 8 Section 11040; California Labor Code Section 510)**

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

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

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

23 37. Plaintiff was a non-exempt employee entitled to the protections of the California  
24 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations,  
25 Title 8, Section 11040.

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

28 39. Plaintiff was entitled to the above overtime premiums.

40. Defendants did not pay Plaintiff premium wages of at least one and one-half times

1 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay  
2 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past  
3 twelve (12) in a day.

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

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

8 43. Defendants know or should know the actual dates of overtime worked, the amount of  
9 overtime worked, and the amount of unpaid overtime due.

10 44. As a proximate result of Defendants' violations, Plaintiff has been damaged in an  
11 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this  
12 Court.

13 45. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of  
14 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the  
15 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus  
16 reasonable attorney's fees and costs of suit.

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

#### 20 **FOURTH CAUSE OF ACTION**

#### 21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

#### 22 **(California Labor Code Section 226)**

#### 23 **(Plaintiff against all named defendants and all DOE defendants)**

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

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

28 49. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that  
accurately reflected all information required by Labor Code Section 226, including but not

1 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and  
2 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the  
3 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed  
4 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with  
5 California Labor Code Section 226(a).

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

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

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

## 20 **FIFTH CAUSE OF ACTION**

### 21 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

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

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

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

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

28 55. Pursuant to California Labor Code Section 202, when an employee resigns, the  
employer must pay all compensation due and owing within 72 hours of resignation, or on the

1 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

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

7 57. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated  
8 from her employment, Defendants willfully refused and continue to refuse to pay her unpaid  
9 wages as required by Labor Code Section 203.

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

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

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

### 20 **SIXTH CAUSE OF ACTION**

#### 21 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

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

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

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

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

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

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

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

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

13 **SEVENTH CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE SECTION 558**

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

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

17 67. Plaintiff re-alleges and incorporates by reference each and every allegation in  
18 paragraphs 1 through 66, inclusive, of this Complaint as though fully set forth herein.

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

69. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,

1 Defendants are subject to civil penalties under the following laws:

- 2 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular wages,  
3 including minimum wages, and overtime wages for overtime hours worked.  
4 Defendants also failed to Plaintiff premium pay for missed meal and rest breaks. As  
5 such, Defendants violated Section 558 under which penalties are due. Plaintiff  
6 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each  
7 subsequent violation for each pay period for which Plaintiff was underpaid in addition  
8 to an amount sufficient to recover underpaid wages.
- 9 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for  
10 relief associated with Plaintiff's prosecution of this cause of action under California  
11 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not  
12 paying Plaintiff for her overtime hours worked and for all hours worked (including  
13 the minimum wage).
- 14 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's  
15 fees for relief associated with Plaintiff's prosecution of this cause of action under  
16 California Labor Code Sections 200, et seq.

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

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

22 **EIGHTH CAUSE OF ACTION**

23 **FAILURE TO MAINTAIN ACCURATE RECORDS**

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

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

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

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

1 paid.

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

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

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

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

### 18 NINTH CAUSE OF ACTION

#### 19 FAILURE TO GIVE REST BREAKS

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

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

23 79. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 24 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which provides  
25 that every employer shall authorize and permit all employees to take rest periods,  
26 which insofar as practicable shall be in the middle of each work period. The  
27 authorized rest period time shall be based on the total hours worked daily at the rate  
28 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which provides

1 that if an employer fails to provide an employee a rest period in accordance with the  
2 applicable provisions of this order, the employer shall pay the employee one (1) hour  
3 of pay at employee's regular rate of compensation for each workday that the rest  
4 period is not provided;

- 5 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes  
6 the employer \$50.00 for each initial violation, per employee, of any provision of the  
7 Wage Order, and \$100.00 for each additional violation thereafter per employee; and  
8 d. California Labor Code section 226.7, which states that (a) no employer shall require  
9 any employee to work during any rest period mandated by an applicable order of the  
10 Industrial Welfare Commission, and (b) if an employer fails to provide an employee  
11 a rest period in accordance with an applicable order of the Industrial Welfare  
12 Commission, the employer shall pay the employee one (1) additional hour of pay at  
13 employee's regular rate of compensation for each work day that the rest period is not  
14 provided.

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

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

21 82. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's  
22 fees as well as interest under Labor Code section 218.6.

23 83. 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 trial.

26 **TENTH CAUSE OF ACTION**

27 **FAILURE TO GIVE MEAL BREAKS**

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

1 84. Plaintiff re-alleges and incorporates by reference each and every allegation in  
2 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.

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

- 4 a. California Labor Code section 512(a), which requires that employees be given a 30-  
5 minute uninterrupted meal break after five (5) hours of work, and a second  
6 uninterrupted meal break after ten (10) hours of work;
- 7 b. California Labor Code section 226.7, which states that (a) no employer shall require  
8 any employee to work during any meal period mandated by an applicable order of  
9 the Industrial Welfare Commission, and (b) if any employer fails to provide an  
10 employee a meal period in accordance with an applicable order of the Industrial  
11 Welfare Commission, the employer shall pay the employee one (1) additional hour  
12 of pay at the employee's regular rate of compensation for each workday that the meal  
13 period is not provided;
- 14 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified  
15 under Title 8 of the California Code of Regulations Section 11040, which states that  
16 if an employer fails to provide an employee a meal period in accordance with the  
17 applicable provisions of the Wage Order, the employer shall pay the employee one  
18 (1) hour of pay at the employee's regular rate of compensation for each workday that  
19 the meal period is not provided;
- 20 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as  
21 codified under Title 8 of the California Code of Regulations Section 11040, which  
22 requires an employer to maintain records documenting its employees' meal periods;
- 23 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as  
24 codified under California Code of Regulations Section 11040 , which penalizes the  
25 employer \$50.00 for each initial violation, per employee, of any provision of the  
26 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 27 f. California Labor Code section 1171 and 1173, which have given the California Labor  
28 Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4) as  
enforceable law.

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

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

17 88. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's  
18 fees as well as interest under Labor Code section 218.6.

19 89. 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 **ELEVENTH CAUSE OF ACTION**

### 23 **PRIVATE ATTORNEYS GENERAL ACT**

#### 24 **Individual and Representative Claim for PAGA penalties under California Labor Code**

25 **sections 201, 202, 203, 204 and/or 204b, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,**

26 **1174.5, 1194, 1197, 1198, 2802 and Wage order 4-2001)**

27 **(Against all Defendants and all DOE Defendants)**

28 90. Plaintiff re-alleges and incorporates by reference each and every allegation in  
paragraphs 1 through 89, inclusive, of this Complaint as though fully set forth herein.

1 91. Pursuant to law, Plaintiff provided the required written notice to the LWDA and  
2 Defendants of the specific violations of the California Labor Code that Defendants  
3 and DOE defendants have violated and continue to violate.

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

6 93. Plaintiff therefore has exhausted all administrative remedies required of her under  
7 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
8 cause of action and pursue penalties in a representative action for Defendants' violations of the  
9 Labor Code.

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

16 95. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged  
17 violator and had one or more of the alleged violations committed against her, and therefore is  
18 properly suited to represent the interests of other current and former hourly, non-exempt  
19 employees who worked for WESTLAKE at any of their locations in the State of California  
20 during the applicable PAGA period.

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

24 97. Plaintiff therefore has exhausted all administrative remedies required of her under  
25 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
26 cause of action and pursue penalties in a representative action for Defendants' violations of the  
27 Labor Code.

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

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

9 100. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted  
10 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is  
11 not seeking individual/victim specific relief or underpaid wages under this particular cause of  
12 action.

13 101. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted  
14 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for  
15 the following:

16 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,  
17 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802 via  
18 2698 and 2699, and any other Labor Codes and Industrial Welfare Commission  
19 Wage Orders (Order no. 4) violated based on the facts alleged in this Complaint.

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

## 24 **TWELFTH CAUSE OF ACTION**

### 25 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

27 103. Plaintiff re-alleges and incorporates by reference each and every allegation in  
28 paragraphs 1 through 102, inclusive, of this Complaint as though fully set forth herein.

104. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her

1 employee for all necessary expenditures or losses incurred by the employee in direct  
2 consequence of the discharge of his or her duties.”

3 105. Beginning at least 3 years prior to the filing of this complaint, in order to discharge  
4 her duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course  
5 of completing her job duties, which were not reimbursed by Defendants. These expenses  
6 include, but are not limited to, the use of personal cell phones for work purposes as well as use  
7 of personal laptops for work purposes.

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

### 10 **THIRTEENTH CAUSE OF ACTION**

#### 11 **FAILURE TO PROVIDE PERSONNEL RECORDS**

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

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

15 108. Labor Code section 1198.5 dictates “every current and former employee, or his or her  
16 representative, has the right to inspect and receive a copy of the personnel records that the  
17 employer maintains relating to the employee’s performance or to any grievance concerning the  
18 employee.”

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

26 110. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her  
27 records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has  
28 suffered and continues to suffer substantial losses related to Defendants' failure to provide  
personnel records.

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

5 **FOURTEENTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE PAY RECORDS**

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

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

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

13 114. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who  
14 receives a written or oral request to inspect or copy records pursuant to subdivision (b)  
15 pertaining to a current or former employee shall comply with the request as soon as  
16 practicable, but no later than 21 calendar days from the date of the request." On information  
17 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested  
18 by Plaintiff via certified letter, return receipt requested, on November 8, 2021, and as required  
19 by law. Plaintiff requested her pay records in accordance with California Labor Code section  
20 226 on November 8, 2021, via certified mail. Defendant failed to provide Plaintiff with an  
21 opportunity to inspect or copy her pay records within 21 days.

22 115. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and  
23 continues to suffer substantial losses related to Defendants' failure to provide pay records.  
24 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants  
25 in the amount of \$750.00, along with costs and attorney's fees.

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

28 **FIFTEENTH CAUSE OF ACTION**

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

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

2                   **(Plaintiff against All Defendants and all DOE defendants)**

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

5           118. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants  
6 constitutes unfair and unlawful business practices under California Business and Professions  
7 Code Section 17200, et seq.

8           119. Defendant's violations of California labor laws and the Labor Code, as alleged above  
9 constitutes a business practice because it was done repeatedly over a significant period of time  
10 in a systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved  
11 employees.

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

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

- 18           1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
- 19           2. For special and consequential damages to the extent allowed by law;
- 20           3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof  
21 at trial;
- 22           4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount  
23 subject to proof at trial;
- 24           5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to  
25 proof at trial;
- 26           6. For restitution and disgorgement for all unfair business practices by Defendants  
27 against Plaintiff in an amount subject to proof at trial;
- 28           7. For an order enjoining Defendants from further unfair and unlawful business

- practices in violation of Business and Professions Code Sections 17200, et seq.;
8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
  9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
  10. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;
  11. 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;
  12. For the imposition of civil penalties and/or statutory penalties;
  13. For all interest as allowed by law;
  14. For all costs and disbursements incurred in this suit;
  15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., and the California Labor Code and/or other applicable laws;
  16. For such other and further relief as this Court may deem proper.

DATED: January 19, 2022

**MESSRELIAN LAW INC.**

By   
Harout Messrelian, Esq.  
Attorneys for Plaintiff Tracy Davis

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DATED: January 19, 2022

By Harout Messrelian, Esq.  
Attorneys for Plaintiff Tracy Davis