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

LILA MONTERO,

Plaintiff,

vs.

R&L CARRIERS SHARED SERVICES,
 L.L.C.; JEFF ANESETTI; and DOES 1 to
 25, inclusive,

Defendants.

CASE NO.: **22STCV14839**

COMPLAINT FOR DAMAGES FOR:

- 1) SEXUAL HARASSMENT IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT ("FEHA");**
- 2) FAILURE TO PREVENT HARASSMENT IN VIOLATION OF FEHA;**
- 3) NEGLIGENCE HIRING, RETENTION, AND SUPERVISION;**
- 4) WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;**
- 5) NEGLIGENCE INFLICTION OF EMOTIONAL DISTRESS;**
- 6) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
- 7) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 8) FAILURE TO PAY MINIMUM WAGES;**
- 9) FAILURE TO PAY OVERTIME;**
- 10) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 11) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 12) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 13) FAILURE TO PROVIDE REST**

) **BREAKS;**
) **14) FAILURE TO PROVIDE MEAL**
) **BREAKS;**
) **15) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**
) **16) PRIVATE ATTORNEYS GENERAL**
) **ACT (“PAGA”);**
) **17) VIOLATION OF BUSINESS AND**
) **PROFESSIONS CODE SECTION**
) **17200**
)
) **JURY TRIAL DEMANDED**
)

COMES NOW Plaintiff, LILA MONTERO (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendant R&L CARRIERS SHARED SERVICES, L.L.C. and DOES 1 to 25, inclusive, (hereinafter collectively known as “Defendants”), 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 R&L CARRIERS SHARED SERVICES, L.L.C. (hereafter “R&L” or Defendant) is an Ohio limited liability company, and is doing business in the County of Los Angeles, State of California. Defendant R&L CARRIERS SHARED SERVICES, L.L.C. is an entity subject to suit under the California Fair Employment and Housing Act, Government Code section 12940, et. seq. (“FEHA”).

1 4. Plaintiff is informed and believes and thereon alleges that, at all times mentioned
2 herein, Defendant JEFF ANESETTI (hereinafter also referred to as "ANESETTI"), an
3 individual, is a resident of the State of California and committed the unlawful acts alleged in this
4 Complaint. On Plaintiff's information and belief, ANESETTI was an employee of Defendant
5 R&L and a supervisor under Government Code section 12926(t).

6 5. At all times mentioned herein and at all times material hereto, each of the defendants
7 named in this Complaint was the agent, employee, partner, and joint venturer of each of the other
8 defendants named and mentioned herein, specifically, Defendant R&L, and was acting within
9 the course and scope of, and in furtherance of, said agency, employment, partnership and joint
10 venture described herein. Plaintiff is further informed and believes, and upon such information
11 and belief alleges, that at all times herein mentioned, each of the Defendants gave consent to,
12 ratified and authorized the acts alleged herein and each of his, or its co-Defendants. As such,
13 Defendant R&L is vicariously liable for the acts of Defendant ANESETTI, mentioned herein.
14

15 6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
16 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
17 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
18 defendants, numbers 1 to 25, reside in the State of California and are in some manner
19 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
20 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
21 and capacities of these fictitiously named defendants.
22

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

GENERAL ALLEGATIONS

8. Plaintiff started working for R&L approximately 5 years ago. During her employment tenure, Plaintiff was classified as an hourly, non-exempt employee and earned approximately \$19.50/hour as a Customer Service Representative at the San Fernando Service Center located at 12200 Montague Street, Pacoima, California. Plaintiff was forced to quit her employment in or around January of 2022 due to a hostile work environment under the Fair Employment and Housing Act (FEHA).

9. It is Plaintiff's position that R&L has committed the following legal and labor code violations against Plaintiff and other hourly, non-exempt employees who worked for R&L at any of their California locations during the relevant period.

10. R&L did not provide Plaintiff and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and did not compensate her and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and consistently worked "off the clock". This is so because R&L had a policy and practice of rounding down hours worked and "time shaving", which led to Plaintiff and others not being paid for all hours worked, which would include the minimum wage. Moreover, to the extent employees such as Plaintiff and others worked through their meal periods or their meal periods were interrupted, they were not compensated for that time, which would also be akin to a minimum wage violation.

11. Due to the above "off the clock" violations mentioned above, R&L violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff's and others' actual work hours, which included the "off the clock" work as described above, entitled them to overtime, however, it was not company policy to keep accurate track of all hours worked and to pay employees all

1 due overtime. In addition, R&L did not include bonuses and/or incentive payments in
2 calculating employees' true regular rate of pay for purposes of deciphering their correct
3 overtime rate of pay.

4 12. R&L violated Labor Code § 226.7 along with Industrial Welfare Commission Wage
5 Order no. 9 because it failed to provide Plaintiff and other similarly situated aggrieved
6 employees 10-minute rest periods for every four hours of work, or majority portion thereof,
7 throughout their employment. R&L did not completely relieve Plaintiff of all duty during said
8 rest periods. R&L did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate
9 of compensation for each workday that one or more statutory rest periods was not provided.
10 Rest breaks were not authorized or enforced at the workplace. In fact, it was not part of R&L's
11 culture for employees such as Plaintiff and others to ever take at least one 10-minute rest break
12 every day wherein they are relieved of all work duties. Plaintiff has never taken two,
13 uninterrupted 10-minute rest periods during one of her 8-hour shifts. The latter was due to
14 understaffing, being too busy, and the rest breaks not being enforced at all at the workplace.

15 13. R&L also violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
16 Commission Wage Order No. 9 because it failed to provide Plaintiff and other similarly situated
17 aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours
18 of work throughout their employment, and Plaintiff did not validly waive said meal periods.
19 R&L did not completely relieve Plaintiff of all duties during said meal periods. R&L did not
20 pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each
21 workday that one or more statutory meal periods was not provided. If R&L had Plaintiff sign a
22 meal period waiver, it would not be valid and enforceable since Plaintiff and others generally
23 worked more than a 6-hour shift. If R&L had Plaintiff sign an on-duty meal period agreement
24 wherein Plaintiff agreed to work through her meal period, it would also be invalid and
25 unenforceable because the nature of Plaintiff's job in customer service does not prevent her from
26 taking a meal period. As such, Plaintiff and others did not always receive statutory, timely meal
27 periods during their employment. In other words, there were instances wherein Plaintiff and
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1 others would not be able to take their meal periods before the 5th hour worked or her meal
2 periods would get interrupted due to work obligations after she had already clocked out. Even if
3 Plaintiff was on a work call, she would at times have to clock out before the 5th hour but continue
4 working. There were also occasions wherein Plaintiff would be forced to fix her timecard at the
5 end of the day since the company did not want meal break violations showing up on paper. As
6 was the case with rest periods, compliant meal breaks were definitively not part of the R&L's
7 culture. Furthermore, even if R&L did in fact provide meal period penalties to Plaintiff and others
8 for late, short, interrupted, or no meal periods, that does not absolve R&L of PAGA penalties.
9 In *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, the Court stated that
10 "section 226.7 does not give employers a lawful choice between providing either meal and rest
11 breaks or an additional hour of pay" (emphasis in original). Thus, the extra hour of pay does not
12 excuse the violation; the employer has still committed a violation even if the remedy for the
13 violation has been paid. *See also Wert v. U.S. Bancorp* (S.D. Cal. Mar. 22, 2016, 2016 WL
14 1110302 at *4).

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

26 15. R&L violated Labor Code § 203 because it willfully failed to pay other similarly situated
27 aggrieved employees earned and due wages upon separation of employment, either immediately
28 upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages

1 include compensation for all hours worked including minimum wages and overtime
2 compensation, and premiums for the missed meal and rest breaks.

3 16. During the relevant time period, R&L also failed to keep accurate and complete payroll
4 records showing the actual hours worked per day (including the time for meal periods) and the
5 wages paid to Plaintiff and other aggrieved employees pursuant to California Labor Code
6 sections 1174(d).

7 17. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
8 business-related expenses and costs that were not reimbursed by R&L. These costs include, but
9 are not limited to, use of personal cell phones for work purposes. Accordingly, R&L was in
10 violation of California Labor Code sections 2800 and 2802.

11 18. In addition, R&L failed to provide a suitable rest break area for employees such as
12 Plaintiff and others in contravention of Industrial Welfare Commission Wage Order no. 9-2001,
13 section 13(b).

14 19. Furthermore, for the last several years, Plaintiff has been consistently sexually harassed
15 by her manager, ANESETTI, through comments as well as physical touching. The comments
16 include ANESETTI telling Plaintiff, “you look so pretty”, “I like what you’re wearing”, and “I
17 like how you smell today”, just to name a few. Moreover, ANESETTI would consistently touch
18 Plaintiff’s hair and when Plaintiff would tell ANESETTI to stop, he would respond by saying he
19 has a “thing for” and likes girls’ hair. Over the last two years, the physical contact escalated to
20 ANESETTI touching Plaintiff’s shoulders, neck, and back consistently at the workplace. In fact,
21 when Plaintiff would try to leave ANESETTI’s office, he would get up and hug her, forcing
22 Plaintiff’s body to turn towards ANESETTI, which would force Plaintiff to cross her arms in
23 order to cover her chest so she does not make contact with ANESETTI. When Plaintiff would
24 try to avoid contact during one of ANESETTI’s hugs, ANESETTI would get upset and say that
25 she needs to look at him and would turn Plaintiff towards him. There was this latest occasion
26 wherein Plaintiff was looking at and tagging freight in one of the trailers when ANESETTI
27 approached Plaintiff and asked her to show him what’s inside the trailer. At this point, Plaintiff
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1 was against the freight and ANESETTI leaned over to supposedly look at something, but in the
2 process, he got very close to Plaintiff, preventing her from backing away and putting Plaintiff in
3 a position that if she moved sideways, she would make contact with ANESETTI's body.

4 20. In or around August or September of 2021, ANESETTI went on leave and Plaintiff made
5 it a point to mention ANESETTI's illegal and harassing conduct again to management, including
6 to ANESETTI's replacement, "Javier". Plaintiff was told that the issue would be handled once
7 ANESETTI returned from disability leave, however, nothing was done after ANESETTI
8 returned. There was no investigation. The only change was that before ANESETTI would make
9 his sexually harassing comments to Plaintiff, he would preface it with the comment, "I don't
10 want you to misunderstand me" and "I don't want you to get offended". Moreover, ANESETTI
11 had sexually harassed at least one other co-worker in the past. The company was unequivocally
12 aware of the latter, however, they did nothing to protect that employee and certainly did nothing
13 to protect Plaintiff despite being on notice of ANESETTI's sexually harassing propensities
14 which undoubtedly transformed Plaintiff's work environment into a hostile one.

15 21. In or around January of 2022, due to the hostile work environment and pervasive sexual
16 harassment at the workplace, Plaintiff was forced to quit her employment as the work
17 environment simply became "intolerable". Plaintiff could no longer work for a company that
18 tolerates sexual harassment and commits labor code violations against employees.

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

23 **FIRST CAUSE OF ACTION**

24 **SEXUAL HARASSMENT IN VIOLATION OF FEHA**

25 **(Plaintiff against All Named Defendants and all DOE Defendants)**

26 23. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.
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1 24. At all times herein mentioned, FEHA, Government Code section 12900, et seq., was in
2 full force and effect and was binding on Defendants. Specifically, Government Code section
3 12940(j) prohibits an employer from sexually harassing an employee on the basis of her sex.

4 25. ANESETTI was and is at all times relevant hereto an employee of R&L and a
5 supervisor under Government Code section 12926(t). The actions of manager ANESETTI
6 towards Plaintiff, as described herein, created a hostile sexual environment which materially
7 altered Plaintiff's working conditions and which constitutes sexual harassment in violation of
8 California Government Code section 12940(j)(1).
9

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

14 27. As a proximate result of the conduct of the Defendants, Plaintiff has suffered and will
15 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other
16 pecuniary loss according to proof. Plaintiff has also suffered and will continue to suffer
17 physical and emotional injuries, including nervousness, humiliation, depression, anguish,
18 embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's
19 damages will be ascertained at trial.

20 28. In committing the foregoing acts, Defendants have been guilty of oppression, fraud,
21 and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to punitive
22 damages in a sum appropriate to punish and make an example out of the foregoing Defendants.
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24 29. The acts of oppression, fraud, and/or malice, were engaged in by employees of
25 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
26 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
27 wrongful conduct for which an award of punitive damages is sought, and/or was personally
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1 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
2 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on
3 part of an officer, director, or managing agent of each of the Defendants, thereby entitling
4 Plaintiff to punitive and exemplary damages against each of the Defendants in accordance with
5 California Civil Code section 3294 in a sum appropriate to punish and make an example of
6 each Defendant.

7 30. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
8 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
9 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
10 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
11 award of attorneys' fees and costs.
12

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PREVENT HARASSMENT IN VIOLATION OF FEHA**

15 **(Plaintiff against All Defendants except ANESETTI)**

16 31. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 30, inclusive, of this Complaint as though fully set forth herein.
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19 32. FEHA requires employers to take "all reasonable steps necessary to prevent
20 discrimination and harassment from occurring." (Gov. Code section 12940, subd. (k)).

21 33. As alleged above, Plaintiff was subjected to sexual harassment by manager ANESETTI
22 at the workplace.

23 34. Defendant R&L failed to take all reasonable steps necessary to prevent harassment. In
24 addition, Defendant R&L failed to remedy such harassment when it realized and was informed
25 that it was occurring. Defendant R&L further failed to train, supervise, and monitor its
26 employees and agents.

27 35. The failure of Defendants to prevent harassment created and encouraged an
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1 environment where such harassment was condoned, encouraged, tolerated, sanctioned, and/or
2 ratified.

3 36. As a direct and proximate result of the unlawful conduct of Defendants, Plaintiff has
4 been harmed in that Plaintiff has suffered the loss of wages, salary, benefits, and additional
5 amounts of money Plaintiff would have received if Plaintiff had been forced to quit her
6 employment. As a result, Plaintiff has suffered such damages in an amount according to proof.

7 37. As a further direct and proximate result of the conduct of Defendants, Plaintiff has been
8 harmed in that Plaintiff has suffered the intangible loss of employment-related opportunities.
9 As a result, Plaintiff has suffered such damages in an amount according to proof.

10 38. As a further direct and proximate result of the conduct of Defendants, Plaintiff has been
11 harmed in that Plaintiff has suffered humiliation, mental anguish, and emotional distress, and
12 has been harmed in mind and body. As a result, Plaintiff has suffered such damages in an
13 amount according to proof.

14 39. The above-recited actions of Defendants were done with malice, fraud, oppression,
15 and in reckless disregard of Plaintiff's rights under FEHA. Accordingly, Plaintiff is entitled to
16 an award of punitive damages.
17

18 **THIRD CAUSE OF ACTION**

19 **NEGLIGENT HIRING, RETENTION, AND SUPERVISION**

20 **(Plaintiff against All Defendants except ANESETTI)**

21 40. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 39, inclusive, of this Complaint as though fully set forth herein.

23 41. Upon information and belief, R&L, by and through its agents and employees, knew or
24 reasonably should have known through reasonable investigation, of manager ANESETTI's
25 propensity for sexually harassing behavior.

26 42. Defendants had a duty not to hire or retain ANESETTI, provide proper training to
27 ANESETTI, and provide reasonable supervision of ANESETTI.
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1 43. Defendants negligently hired, retained and/or failed to adequately train and supervise
2 ANESETTI in his position as Manager, wherein ANESETTI was able to commit the wrongful
3 acts complained of herein against Plaintiff. Defendants failed to provide reasonable supervision
4 of ANESETTI despite knowing of ANESETTI's propensities for sexually harassing behavior.

5 44. As a result of the above-described conduct, Plaintiff has suffered and continues to
6 suffer a great amount of stress, anxiety, humiliation, embarrassment, loss of sleep, loss of
7 confidence, loss of self-esteem, and general discomfort.

8 45. Defendants engaged in these acts alleged herein and/or condoned, permitted, authorized,
9 and/or ratified the conduct of their employees and agents and are vicariously liable for the
10 wrongful conduct of their employees and agents for this cause of action.

11 **FOURTH CAUSE OF ACTION**
12 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**
13 **(Plaintiff against All Defendants except ANESETTI)**

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

16 47. At all times during her employment with R&L, Plaintiff performed her duties with the
17 utmost diligence and competence.

18 48. Plaintiff is informed and believes and thereon alleges that Defendants' decisions to
19 harass her, as alleged herein, was motivated by Plaintiff's sex. Defendants intentionally created
20 the aforementioned harassment, thereby not giving Plaintiff an opportunity to work in an
21 environment free of harassment. This situation, along with the labor code violations became
22 intolerable for Plaintiff and Plaintiff had no alternative but to resign.

23 49. The employment of Plaintiff was constructively wrongfully terminated in or around
24 January of 2022 in violation of the fundamental public policy of the State of California with
25 respect to harassing an employee on account of her sex. Moreover, Plaintiff was forced to hire
26 an attorney to assist her to end these illegal activities. Said conduct violated statutory and
27 constitutional expressions of public policy including, but not limited to, California Government
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1 Code sections 12940 et seq., the California Labor Code, and the California Constitution,
2 Article 1 section 8.

3 50. As set forth above, said actions by Defendants were wrongful and in violation of the
4 fundamental principles of the public policy of the State of California as reflected in its laws,
5 objectives and policies. Said statutes and constitutional expressions of public policy include,
6 but are not limited to, California Government Code sections 12940 et seq., the California Labor
7 Code, and the California Constitution, Article 1 section 8. These laws inure to the benefit of the
8 public at large, and not just the private interests of the employers and employees whom they
9 govern or protect.

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

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

22 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

23 **(Plaintiff against all 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.
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27 54. As an employee of Defendants, Plaintiff was owed a duty of care by Defendants, and
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each of them, to ensure that Plaintiff was not exposed to foreseeable harms.

55. Defendants, and each of them, knew, or should have known, that Plaintiff was being subjected to sexual harassment, and that the failure to exercise due care to prevent a harassing course of conduct could and would cause Plaintiff to suffer severe emotional distress.

56. Defendants, and each of them, failed to exercise their duty of care to prevent their employees, managers, supervisors, and/or officers from harassing Plaintiff based on her sex/gender as alleged above.

57. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff has been caused to and did in fact suffer severe and extreme mental and emotional distress, including but not limited to, anguish, humiliation, embarrassment, loss of confidence, fright, depression, and anxiety, the exact nature and extent of which are not now known to her, but in an amount to be proved at trial.

58. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiff has been directly and legally caused to suffer damages as alleged herein.

SIXTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Plaintiff against all named Defendants and all DOE Defendants)

59. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

60. Defendants' harassing actions against Plaintiff constituted severe and outrageous misconduct and caused Plaintiff extreme emotional distress.

61. Defendants were aware that treating Plaintiff in the manner alleged above, including forcing Plaintiff to quit her employment, would devastate Plaintiff and cause Plaintiff extreme hardship.

62. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff has been caused to and did in fact suffer severe and extreme mental and

1 emotional distress, including but not limited to, anguish, humiliation, embarrassment, loss of
2 confidence, fright, depression, and anxiety, the exact nature and extent of which are not now
3 known to her, but in an amount to be proved at trial.

4 63. Defendants' misconduct was done intentionally, in a malicious, fraudulent, oppressive
5 manner, entitling Plaintiff to punitive damages.

6 **SEVENTH CAUSE OF ACTION**

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

8 **(California Industrial Welfare Commission Order 9-2001, California Code of**
9 **Regulations Title 8 Section 11090, and California Labor Code Section 1198)**

10 **(Plaintiff against all Defendants except ANESETTI)**

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

13 65. At all times relevant herein, Defendants were required to compensate its employees for
14 all hours worked upon reporting for work at the appointed time stated by the employer
15 pursuant to Industrial Welfare Commission Order 9-2001, California Code of Regulations,
16 Title 8, Section 11090.

17 66. For the three (3) years preceding filing of this action, Defendants failed to compensate
18 Plaintiff for all hours worked.

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

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

25 69. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
26 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
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entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable attorney's fees and costs of suit.

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

EIGHTH CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff against all Defendants except ANESETTI)

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

72. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 9-2001, codified at California Code of Regulations, Title 8, Section 11090, subdivision 4.

73. Pursuant to IWC Wage Order no. 9-2001, subdivision 2(H), at all relevant times, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so..."

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

75. Plaintiff was, at all relevant times, under the control of Defendants and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to adequately

1 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
2 to believe that their acts or omissions were not contrary to California law.

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

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

11 **NINTH CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME**

13 **(California Industrial Welfare Commission Order 9-2001, California Code of**
14 **Regulations Title 8 Section 11090)**

15 **(Plaintiff against all Defendants except ANESETTI)**

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

18 79. Pursuant to Industrial Welfare Commission Order No. 9-2001, California Code of
19 Regulations, Title 8, Section 11090, for the period of Plaintiff's employment, Defendants were
20 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
21 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
22 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
23 hours in a day or hours worked in excess of eight (8) on the seventh consecutive workday in a
24 week.
25

26 80. Plaintiff was a non-exempt employee entitled to the protections of the California
27 Industrial Welfare Commission Order No. 9-2001, California Code of Regulations, Title 8,
28

Section 11090.

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

82. Plaintiff was entitled to the above overtime premiums.

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

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

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

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

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

88. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of Regulations, Title 8, Sections 11090, Plaintiff is entitled to recover damages for the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus reasonable attorney's fees and costs of suit.

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

TENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(Plaintiff against all Defendants except ANESETTI)

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

1 paragraphs 1 through 89, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

23 95. 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 ///

27 ///

ELEVENTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201-203)

(Plaintiff against all Defendants except ANESETTI)

96. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 95, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

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

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

103. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to

1 proof at trial.

2 **TWELFTH CAUSE OF ACTION**

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

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

5 **(Plaintiff against all Defendants except ANESETTI)**

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

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

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

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

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

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

26 ///

27 ///

1 **THIRTEENTH CAUSE OF ACTION**

2 **FAILURE TO GIVE REST BREAKS**

3 **(Plaintiff against all Defendants except ANESETTI)**

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

6 111. Plaintiff brings this cause of action under the following laws, for the following
7 reasons:

- 8 a. Title 8 of the California Code of Regulations Sections 11090(12)(A), which
9 provides that every employer shall authorize and permit all employees to take rest
10 periods, which insofar as practicable shall be in the middle of each work period.
11 The authorized rest period time shall be based on the total hours worked daily at the
12 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
13
14 b. Title 8 of the California Code of Regulations Sections 11090(12)(B), which
15 provides that if an employer fails to provide an employee a rest period in
16 accordance with the applicable provisions of this order, the employer shall pay the
17 employee one (1) hour of pay at employee's regular rate of compensation for each
18 workday that the rest period is not provided;
19
20 c. Title 8 of the California Code of Regulations sections 11090(20)(A), which
21 penalizes the employer \$50.00 for each initial violation, per employee, of any
22 provision of the Wage Order, and \$100.00 for each additional violation thereafter
23 per employee; and
24
25 d. California Labor Code section 226.7, which states that (a) no employer shall require
26 any employee to work during any rest period mandated by an applicable order of
27 the Industrial Welfare Commission, and (b) if an employer fails to provide an
28

1 employee a rest period in accordance with an applicable order of the Industrial
2 Welfare Commission, the employer shall pay the employee one (1) additional hour
3 of pay at employee's regular rate of compensation for each work day that the rest
4 period is not provided.

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

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

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

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

18
19 **FOURTEENTH CAUSE OF ACTION**

20 **FAILURE TO GIVE MEAL BREAKS**

21 **(Plaintiff against all Defendants except ANESETTI)**

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

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

- 26
27 a. California Labor Code section 512(a), which requires that employees be given a 30-
28

minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work;

- b. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- c. California Industrial Welfare Commission Order No. 9 section 11(D), as codified under Title 8 of the California Code of Regulations Section 11090, which states that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the 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 No. 9 Section 7(A)(3), as codified under Title 8 of the California Code of Regulations Section, which require an employer to maintain records documenting its employees' meal periods;
- e. California Industrial Welfare Commission wage order No. 9 Section 20(A), as codified under California Code of Regulations Section 11090, 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 no. 9)

as enforceable law.

118. Plaintiff alleges that she 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 No. 9, as codified under California Code of Regulations Sections 11090 et. seq., require 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 11090 require 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 workday that the meal period is not given.

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

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

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

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1 **FIFTEENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

3 **(Plaintiff against all Defendants except ANESETTI)**

4 122. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 121, inclusive, of this Complaint as though fully set forth herein.
6

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

10 124. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
11 their duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
12 of completing her job duties, which were not reimbursed by Defendants. These expenses
13 include, but are not limited to, use of personal phones for business-related purposes.

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

16 **SIXTEENTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

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

21 **(Plaintiff against all Defendants except ANESETTI)**

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

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

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

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

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

11 131. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
12 violator and had one or more of the alleged violations committed against her, and therefore is
13 properly suited to represent the interests of other current and former employees, including all
14 all hourly, non-exempt employees who worked for Defendants at any of their California
15 locations during the PAGA period.

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

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

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

25 135. California Labor Code section 558 establishes a civil penalty as follows: Any
26 employer or other person action on behalf of an employer who violates, or causes to be
27
28

1 violated, a section of this chapter or any provision regulating hours and days of work in any
2 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
3 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
4 dollars (\$50) for each underpaid employee for each pay period for which the employee was
5 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
6 employee for each pay period for which the employee was underpaid ...;

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

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

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

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

21 **SEVENTEENTH CAUSE OF ACTION**

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

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

24 **(Plaintiff against all Defendants except ANESETTI)**

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

27 140. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
28

1 R&L constitutes unfair and unlawful business practices under California Business and
2 Professions Code Section 17200, et seq.

3 141. Defendants' violations of the FEHA and California labor laws and Labor Code
4 constitutes a business practice because it was done repeatedly over a significant period of time
5 in a systematic manner that was detrimental to Plaintiff.

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

10 **PRAYER FOR RELIEF**

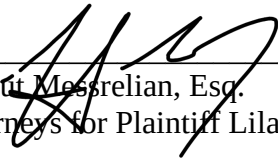
11 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
12 follows:

- 13 1. For compensatory damages including lost past and future wages, overtime,
14 commissions, and all other sums of money, including employment benefits, together
15 with interest on said amounts, and any other economic injury to Plaintiff, according to
16 proof;
- 17 2. For general damages according to proof;
- 18 3. For special and consequential damages to the extent allowed by law;
- 19 4. For restitution and disgorgement for all unfair business practices by R&L
20 against Plaintiff in an amount according to proof;
- 21 5. For an award of punitive and exemplary damages against Defendants according to
22 proof;
- 23 6. For an order enjoining Defendant R&L from further unfair and unlawful
24 business practices in violation of Business and Professions Code section 17200, et seq.;
- 25 7. For damages and penalties against Defendants under Labor Code section
26 226 for Plaintiff in an amount subject to proof at trial;
- 27 8. For damages and penalties pursuant to Labor Code section 203 against Defendants in
28 an amount subject to proof at trial;

- 1 9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
2 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
3 10. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
4 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
5 11. For all remedies available to Plaintiff under the applicable Wage Order and the
6 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
7 liquidated damages, damages, penalties, and waiting time penalties according to proof
8 to the extent permitted by law;
9 12. For the imposition of civil penalties and/or statutory penalties;
10 13. Reasonable attorney's fees where available by law, including but not limited to,
11 pursuant to the California Labor Code, Fair Employment and Housing Act, and/or other
12 applicable laws; and
13 14. Costs and expenses of suit incurred herein;
14 15. For all interest as allowed by law;
15 16. For such other and further relief as the Court deems just and proper.

16 DATED: May 2, 2022

MESSRELIAN LAW INC.

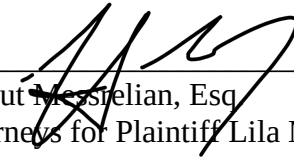
17 By 
18 Harout Messrelian, Esq.
19 Attorneys for Plaintiff Lila Montero

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
22
23

24 DATED: May 2, 2022

MESSRELIAN LAW INC.

25 By 
26 Harout Messrelian, Esq.
27 Attorneys for Plaintiff Lila Montero
28